

AGREEMENT

BETWEEN

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

AND

CHULA VISTA EDUCATORS

JULY 1, 2018 – JUNE 30, 2021

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ARTICLE 1. AGREEMENT

- 1.1 The Board of Education of the Chula Vista Elementary School District of San Diego County, State of California, hereinafter referred to as District, and Chula Vista Educators, a local chapter of the Chula Vista Teachers Association and the National Education Association, hereinafter referred to as the Association, agree as follows:

ARTICLE 2. RECOGNITION

- 2.1 The bargaining unit described pursuant to Chapter 10.7, Division 4 of Title I, Section 3545(b)(1), (2), and (3) of the Government Code excludes management employees, supervisory employees, and confidential employees. The Board recognizes Chula Vista Educators, a local chapter of the California Teachers Association, as the exclusive representative defined in Section 3540.1(e) of the Government Code for the employees in the representation unit composed of the following positions:

Adapted Physical Education Specialists	PAR Consulting Teachers
Counselors	Part-Time Program Support Employees
Educational Audiologist	Permit Teachers
Extended Year Special Education Teachers	Resource Teachers
Instrumental Music Teachers	Resource Specialists (Resource Spec Prog)
Transitional Kindergarten through Grade Six Teachers	Special Day Class Teachers
Language Arts Specialists	Special Opportunity Session Teachers
Language, Speech, and Hearing Specialists	Summer School/Intersession Teachers (pursuant to Article 11)
Librarians	Teachers on Special Assignment
Library Media Specialists	Nurses
Orientation and Mobility Specialists	

And excluding all other certificated positions not designated including:

Academy Directors	Child Development Supervisors
Administrators	Consultants
Assistants to the Superintendent	Coordinators
Assistant Superintendents	Day-to-Day Substitutes
Associate and Acting Principals	Directors
Interim Principals	Executive Directors
	Long-term Substitutes

Non-contract Hourly
Employees
Principals
Program Specialists
Project Specialists
Psychologists

Reading Recovery Specialists
Research and Evaluation
Specialists
Student Teachers
Substitute Teachers
Superintendent

- 2.2 The Board and Association agree that the composition of the bargaining unit is appropriate and that both parties to this agreement shall attempt to agree on the status for purposes of recognition, of any disputed newly created position or any disputed position in the unit as a result of a change in the job description. If the parties cannot agree, either or both parties may submit the dispute to PERB which is the proper agency to determine said dispute. Thereafter, should there be a decision by PERB regarding classification additions or deletions specific to the above bargaining unit listings, this section shall be amended to abide by that decision.

ARTICLE 3. DEFINITIONS

- 3.1 **“Agreement”** shall mean the collective negotiations contract entered herein between the Chula Vista Elementary School District and Chula Vista Educators.
- 3.2 **“Employee”** shall mean an employee of the Chula Vista Elementary School District who is included in the certificated employee bargaining unit specified by Article 2 Recognition, section 2.1.
- 3.3 **“Immediate Supervisor”** shall mean that member of the District management team, who is not included in the certificated bargaining unit specified by Article 2. Recognition, section 2.1, that has been designated by the District to have immediate jurisdiction over an employee and has been designated to adjust grievances.

ARTICLE 4. ORGANIZATIONAL SECURITY

4.1 Association Rights

- 4.1.1 The Association shall have the right to reasonable use of buildings and facilities.
- 4.1.2 The Association shall have the reasonable use of the District internal school mail system to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date. Distribution of District materials shall have priority over distribution of organizational materials and shall be subject to the

workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail, and ten (10) copies of the materials to be placed in employee mailboxes shall be provided to the Superintendent or designee. This last requirement of ten (10) copies shall not apply to individual correspondence intended for ten (10) or less employees in the District and/or which is intended for final distribution to ten (10) or less employees in the District. The District will maintain a mailbox from which the Association may pick up mail.

- 4.1.3 The District shall include the Association office on its Monday-Thursday mail run for pickup and delivery as long as the Association office is located within the boundaries of the Chula Vista Elementary School District.
- 4.1.4 The Association shall have the right to post notices of activities and matters of Association concern on a reasonable section of a designated bulletin board, at least one of which shall be provided in each school building in areas frequented by employees. The Association shall be responsible for the content of all its information posted on school bulletin boards.
- 4.1.5 Authorized Association representatives conducting Association business shall, upon arriving at a school site, report initially to the office of the principal to announce their presence and purpose. Normally such visits shall be scheduled only during the employee's duty-free lunch period or non-duty hours. The Association representative may request a visit with an employee during duty hours provided the visit does not interfere with assigned duties and the efficient operation of the school. Such visitation may be terminated by the principal if the employee's services are needed in case of emergency.
- 4.1.6 The Association shall have the right to distribute Association meeting agendas for Association meetings which are to follow a building site meeting. The time of distribution shall be prior to the start of the building site meeting and the burden and responsibility for the execution of this provision shall remain entirely with the Association. Association meetings can be held immediately following any school faculty meeting and at all other times during the duty day provided the instructional day has been completed and/or said meeting does not interfere with the operations of the school.

- 4.1.7 Names, addresses, telephone numbers and school email addresses of all District employees shall be provided to the extent that such information is public knowledge and not confidential, to the Association upon written request to the Human Resources Office prior to August 15 (year-round school at a time determined by the Assistant Superintendent for Human Resources). An updated listing, not more than once each month shall be provided upon written request for each updated list.
- 4.1.8 The Association shall have reasonable opportunity to prepare and present a position in the event of any proposed policy change or new policy.
- 4.2 **Release Time for Association Business.** The Association shall have the right to receive released time without loss of compensation not to exceed twenty (20) days during a period of one (1) school year, for conducting business that is between the District and the Association.
 - 4.2.1 **Method of release.** The District's released time request form signed by the President or designee of the Association must be submitted to the immediate supervisor of each specific individual to be released twenty-four (24) hours in advance of the requested released time. This requirement may be waived by the Superintendent or designee in special situations. The request shall be granted upon approval of the Superintendent or designee.
 - 4.2.2 **Length of Released Time.** Released time must be taken in increments of no less than one-half ($\frac{1}{2}$) day per specified individual employee released.
 - 4.2.3 **Designation of Released Persons.** The Association may specify the number of days and specific individual employees to be released within the number of days authorized.
- 4.3 **Professional Dues Deduction**
 - 4.3.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file need not be resolicited. Association dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Association members under the terms set forth above and provisions of the Education Code Section 45060 and Government Code Section 3540.1(1)(2).

- 4.3.2 The District shall honor the terms of CVE/CTA/NEA written authorization for payroll deduction. These authorizations shall be maintained by the CVE/CTA/NEA. The District shall process payroll dues deductions for all employees whom the union reports as having written authorizations. The Association may provide the employer with copies of the employees' authorization agreements, but is not required to do so unless there is a dispute about the existence or terms of the agreements.

Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues, fees, or assessments from the regular salary check of the employees each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Payment of membership dues in one lump sum payment shall be made by October 10 of each school year or within forty-five (45) days of employment if employed during the school year.

- 4.3.3 The District agrees to promptly remit such monies to the Association along with an alphabetical list of Association members for whom such deductions have been made and any changes that may have occurred since the previous list.
- 4.3.4 Upon appropriate written authorization from an employee, the Board shall deduct from the salary of such employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- 4.3.5 Employees may have contributions to the CVE-PEC voluntarily deducted from their pay warrants upon delivery to the District of an appropriate payroll authorization form. Such contributions may be terminated at any time upon delivery to the District of an appropriate form.
- 4.3.6 The Association shall indemnify and hold the District harmless from any claims, demands, or lawsuits arising out of or from the maintenance of membership provisions contained in this Agreement.

4.4 Transmittal of Dues

- 4.4.1 With respect to all sums deducted by the District pursuant to Sections 4.3 for membership dues the District agrees to promptly remit such monies to the Association accompanied by an

alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association or employee for processing of dues deductions.

- 4.4.2 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.3.

4.5 New Employee Orientations

The District shall hold yearly new employee orientations. The initial orientation shall be offered no later than the last week of August. Following a brief District introduction, CVE/CTA/NEA will be given the opportunity to make a presentation (including use of audio and video equipment if necessary) for thirty (30) to forty-five (45) minutes. CVE/CTA/NEA reserves the right to exclude management from its portion of the orientation session. A second orientation shall be held no later than the last week of January. The District and CVE will collaborate to determine the dates of the new employee orientation sessions each year. The orientation sessions shall take place on mutually agreed upon minimum days and times. Principals shall make every effort to provide coverage so that all new employees can attend. Employees who are unable to attend the first orientation, shall be eligible to attend the next orientation. The orientation shall not exceed the regular work day. Additionally, newly hired CVE/CTA/NEA bargaining unit members will be given CVE information in their employment packet. This provision is entered into pursuant to AB 119 and is comprehensive of CVE's right to access new employee orientations.

ARTICLE 5. DISTRICT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its duties, powers, rights and authority to direct, manage and control to the full extent of the law such as determining its organization; directing the work of its employees, determining the time and hours of operation; determining those kinds and levels of services to be provided and the methods and means of providing them; establishing its educational policies, goals and objectives; ensuring the rights and educational opportunities of students; determining staffing patterns; determining the number and kinds of personnel required; maintaining the efficiency of District operations; determining methods of raising revenue; and taking action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, lay off, terminate and discipline employees, except as otherwise provided in this Agreement or by law. The parties recognize that the Association may seek to negotiate the impacts and effects of employee layoffs or the impacts and effects concerning other matters outside the scope of representation, but the Association agrees that the District may act

to implement its decisions on these matters when reasonably necessary during any meeting and negotiating pending any final conclusion in negotiations.

- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District 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 unless limited by the terms of this Agreement.
- 5.3 It is not the intention of the parties to allow the District to violate sections of the Education Code nor to treat this provision as an agreement reached under section 3543.2(b) and (c) of the Government Code in effect on January 1, 1982.
- 5.4 **Emergency Defined.** For purpose of understanding the term "Emergency" as used in District Rights, the parties agree that it shall be defined as an act of God, riot, flood, fire, civil disorder, national emergency and/or similar acts.
- 5.5 The District shall have the right to contract out unit work only for other than regular employment where service cannot be performed by a current employee or is precluded by availability, lack of expertise, or where the position is not regularly budgeted but is funded under a grant or restricted funds.

ARTICLE 6. CONSULTATION

- 6.1 The exclusive representative 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 within the discretion of the public school employer under the law. The right to consult on "educational objectives" includes changes that directly affect education in the classroom which would benefit from teacher input/consultation including, but not limited to, curriculum selection, assessments, report cards, professional development, and technology in the classroom. Nothing in this provision shall be construed to limit the right of the District to consult with any employee organization or anyone else on any matter outside the scope of representation.
- 6.2 **Procedures for Consultation Rights**
 - 6.2.1 The purpose of consultation meetings herein described is to provide the Association with a mechanism to consult on areas of interest specified in this article. It is not intended to diminish the

Association's right to consult as specified in Government Code section 3543.2.

- 6.2.2 The Consultation Committee, with employee members selected by the Association and District members appointed by the District, shall meet as needed for consultation on matters set forth in this Article. Additional members may be invited by each party to provide expertise on particular subjects scheduled for consultation. It is understood, however, that the District may not unilaterally bring other members of the Association's bargaining unit to consultation
- 6.2.3 Nothing in this Article is intended to modify the District's right to conduct its normal business and activities in all areas of the curriculum as necessary to fulfill its goals. Up to four Consultation Committee members selected by the Association shall be provided one-half day released time to attend the standing monthly Consultation Committee meeting up to a maximum of ten (10) meetings per year. Additional Consultation Committee meetings shall be scheduled during the District business day.
- 6.2.4 The Consultation Committee may choose to establish subcommittees to deal with issues where appropriate District committees do not exist. Employee vacancies for consultation subcommittees shall be selected by the Association. The Association shall exclusively select or agree to a selection process of any bargaining unit members to participate in District committees related to consultation as defined in Article 6.1. However, the Special Education Task Force, covered in Article 47, shall have selection procedures set forth in Article 47.

It is the desire of both the Association and the District to elicit accurate input of teachers' opinions through the consultation process. In that spirit, it is further agreed that when the District seeks consultation from all members of the bargaining unit or all relevant members to a particular issue (e.g., all RSP teachers with respect to an RSP issue), either by way of a survey or invitation to a meeting in which all members have an equal opportunity in which to participate (e.g., LCAP stakeholder input meetings), the Association will find this to be a legitimate representative body and not seek to restrict the consultation to a smaller group. However, the Association would still maintain the right of consultation with respect to how this body should be consulted (e.g., the framing of the survey questions, or the number, location, and time of the meetings.)

- 6.2.5 The Association president or designee may attend any meetings of the Consultation Committee or consultation subcommittees (and other District Committees on which employees serve) which were established to discuss issues specified in this Article. The Association President shall be provided with advance notification of these meetings, as well as any Districtwide surveys or Districtwide data collection solicited from unit members concerning the subjects of consultation.
- 6.2.6 Every effort shall be made to provide the Association with reasonable information regarding subjects under consultation.
- 6.2.7 An Association statement can, upon request by the Association, be attached by the District to the material which is sent to the Board of Education regarding the agenda item which has been, is, or may be under consideration.
- 6.2.8 Professional Development will be a subject of consultation as it relates to educational objectives, curriculum and course content and use of adopted texts and materials including assessments. The association retains all rights to negotiate Professional Development as granted in the EERA under scope.
 - a. Teachers will be provided access and training on new technology to serve their students' needs.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 A “**grievance**” is a written claim that there has been a violation, misinterpretation, or misapplication of the Agreement which adversely affects the grievant.
- 7.1.2 A “**grievant**” is an employee or the Association making the claim.
- 7.1.3 “**Duty Day**” is a day when schools in the District are in session, excluding Saturdays, Sundays, and Summer Session.
- 7.1.4 “**Party in Interest**” is a person or the persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

7.2 Purpose

- 7.2.1 The purpose of this grievance procedure is to secure, at the administrative level closest to the grievant, solutions to problems

which may arise from time to time. The parties agree that confidentiality at any level should be maintained.

7.2.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

7.2.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon as is practicable, in order to assure the rights of the grievant.

7.3 Procedure

7.3.1 **Informal Level.** The grievant will first discuss the grievance with the appropriate principal or immediate supervisor with the object of resolving the matter informally. The parties agree that even though a grievance claim is not written at this "Informal Level," it shall nonetheless be considered a grievance if it conforms to the other requirements in 7.1.1.

7.3.2 **Level I – School Principal/Immediate Supervisor.** If the grievance is not settled during the informal step and the grievant wishes to formally grieve the matter, he or she shall present the grievance in writing on the appropriate form (Appendix A) to the principal or supervisor. A grievance shall be filed as soon as possible; however, it must be filed within thirty-five (35) duty days after the act or omission being grieved occurred. The written grievance shall contain the following information:

- a. A concise description of the grievance including necessary names, dates, and places.
- b. A listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted.
- c. A statement of the principal's or supervisor's decision.
- d. A listing of specific remedy sought.

7.3.3 Within six (6) duty days following receipt of the grievance, the principal or supervisor shall meet with the grievant and an

Association representative, if requested by the grievant or the Association. The principal or supervisor shall, within six (6) duty days after meeting with the grievant, render a written decision and the reasons therefore, in writing, to the grievant and the Association.

7.3.4 Level II – Superintendent’s Designee

- a. If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may forward the written grievance to the Superintendent’s designee and the Association within ten (10) duty days after the decision at Level I.
- b. Within six (6) duty days after receipt of the written grievance by the Superintendent’s designee, he or she shall meet with the grievant and the Association representative in an effort to resolve the grievance. The designee may have a representative at such meeting. The written grievance shall contain the same information as provided in Level I with the addition of a copy of the decision rendered at Level I.
- c. The Superintendent’s designee shall, within six (6) duty days after meeting the grievant, render a written decision and the reasons therefore, in writing, to the grievant and the Association.
- d. The Association may initiate a grievance at Level II if the grievance affects unit members assigned more than one (1) site.

7.3.5 Nothing in these procedures shall be construed as prohibiting the mediation of a grievance which is filed at Level III, if mediation and the mediator are mutually agreed to by and between the District and the Association.

7.3.6 Level III – Arbitration. If the Association decides to appeal the grievance to arbitration, the Association shall file a written notification to the Superintendent within thirty-five (35) duty days following receipt of the Level II decision of the Superintendent’s designee or at the end of the mediation process. The parties may attempt to select a mutually acceptable arbitrator; however, should the parties be unable to agree on an arbitrator within ten (10) duty days of the Association’s appeal to arbitration, submission of the grievance shall be made by the Association to

the American Arbitration Association or the State Mediation and Conciliation Service.

- 7.3.7 In any event, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he or she has had the opportunity to hear the merits of the grievance; however, no party in interest shall be permitted to assert any 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. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the thirty-five (35) day period for filing a written grievance specified in Level I of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before the effective date or after the expiration date of this Agreement.
- 7.3.8 The arbitrator's decision will be in writing and will set forth to all parties his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms 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. The decision of the arbitrator shall be binding.
- 7.3.9 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, will be borne equally by the Board and the Association. Odd numbered arbitration grievance hearings shall be held at the District office. Even numbered arbitration hearings shall be held at the Association office. The hearing room requirements may be waived by mutual agreement of the parties. All other costs will be borne by the party incurring them. It is agreed that an arbitrator, whenever possible, shall be selected from the Southern California area.

7.4 Rights of Employees to Representation

- 7.4.1 No reprisals of any kind will be taken by the District or representatives of the District against any grievant, any party in

interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

- 7.4.2 An employee may be represented at all stages of the grievance procedure by himself or herself or at his or her option, with a representative selected by the Association. If an employee is not represented by the Association or its representative, the Association shall have the opportunity to be present and to state its views at all stages of the grievance procedure.

7.5 Miscellaneous

- 7.5.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the Superintendent's designee and the Association directly, and the processing of such grievance will be commenced at Level II.
- 7.5.2 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the decision given in the preceding level.
- 7.5.3 The District may have other management representatives present at any level of the grievance procedure.
- 7.5.4 Forms for filing grievances shall be prepared jointly by the District and the Association. The costs of preparing such forms shall be borne by the District.

7.6 Released Time for Processing Grievances

- 7.6.1 The District agrees to provide reasonable periods of released time with pay to the grievant for the purpose of processing grievances; however, every effort will be made to process grievances at times other than during the instructional day.
- 7.6.2 The District shall provide and pay for a substitute while the employee is appealing in grievance hearings required during the regular school day.

ARTICLE 8. HOURS

- 8.1 The hours of employment for employees shall include the minimum number of instructional minutes specified in the California Education Code.

- 8.2 The school day may be scheduled by the school site provided, however, that it cannot exceed a seven-hour work day, cannot have less than thirty (30) minutes of preparation time, and except as set out below must have a forty-five (45) minute period for lunch time.
- 8.2.1 A school site may modify the contractually agreed upon day as set out in 8.2 if approved by the Board of Education and CVE.
- 8.3. Employees shall have a forty-five (45) minute duty-free lunch period, except for the purpose of walking their classes to the lunch area.
- 8.4 Employees may be asked to furnish a reasonable amount of time outside the regular instructional day to provide for a reasonable number of meetings, parent conferences, and no more than two (2) required evening school programs (e.g., "Back to School Night," "Open House Night," Literacy Night," etc.) per year. Employee participation in each event need not exceed two and a half hours (2½). Employees may voluntarily participate in additional events.
- 8.5 Necessary school supervision time must be shared as equally as practical given other school responsibilities and taken within the seven-hour day.
- 8.6 A school site may modify hours (including rainy day schedules) in a way designed to serve the interests of the students at that site. However, on rainy day schedules, employees are entitled to a minimum of thirty (30) minutes for a duty-free lunch period.
- 8.7 The opening school day of each new school year shall be a minimum day for individual classroom preparation, free from staff meetings or professional development. This day does not count as one (1) of the days as outlined in Article 8.14.
- 8.8 Child care teachers may be required to work an eight (8) hour day.
- 8.9 Employees will remain on site until the safety of the students under their supervision is insured.
- 8.10 Summer school employees are expected to be on site four and one-half (4½) hours each day.
- 8.11 Kindergarten scheduling is subject to site level modification (jointly agreed upon between the administration and all teachers on site).
- 8.12 Each school site is given the discretion to set or modify a school schedule. The principal and the certificated staff will first discuss the situation at a staff meeting allowing for teacher input and agreement upon a mechanism for

decision-making. The concept of site-based determination of hours and composition of the workday is flexible enough to allow for either the entire staff and the principal or a joint committee of staff and the principal to set or modify a schedule.

- 8.13. No staff or professional development meetings may be held during parent conference weeks, except in circumstances where the immediate health or safety of students or staff is impacted.

- 8.14 Half of the total time of the five student-free duty days in the regular contract (185 days) will be used for individual classroom preparation.

Three minimum days will be scheduled per quarter for individual classroom preparation, free from staff meetings or professional development.

Two additional minimum days will be set aside per semester; one for individual classroom preparation, and one for staff development regarding a Districtwide initiative agreed upon through consultation. The additional teacher preparation minimum days shall be scheduled during the second and third quarters.

- 8.15 Both CVE and the District understand the importance of including teacher input prior to adopting Districtwide curriculum.

1. CVE will have an opportunity to provide input prior to the adoption and implementation of Districtwide curriculum. (Article 6 Consultation)
2. Teachers at individual school sites will have an opportunity to provide input prior to the implementation of school-wide programs.

CVE and the District agree that workload expectations should be reasonable. In the event that CVE believes that members have been subject to unreasonable expectations regarding hours by an administrator, CVE should bring that information to the attention of the Assistant Superintendent of Human Resources. The Assistant Superintendent will investigate the claim and have the authority to settle the matter. If CVE is dissatisfied with the decision, it shall have the right to submit an appeal to the Superintendent who shall also have authority to settle the matter. If CVE is dissatisfied with the decision, it shall have the right to submit an appeal to the Board which could include a conference with the Board in closed session. The Board shall have the authority to hire an outside entity to investigate CVE's claim and issue an advisory to the Board, which the Board may use in making their final decision. The Board's decision shall be final.

The decision of the Board as to whether the work demands are reasonable is not subject to Article 7, Grievance Procedure. However, a failure to follow the process of 8.15 is subject to Article 7, Grievance Procedure. Work limitations covered by Article 8.1 through 8.14 remain subject to Article 7, Grievance Procedure.

ARTICLE 9. CALENDAR

- 9.1 The work year for employees shall be 185 days in which there shall be 180 pupil-teaching days.
- 9.2 The District shall establish and publish to employees a calendar consistent with the provisions of this Article.
- 9.2.1 The following shall be identified in the calendar as nonpaid holidays for employees and shall be scheduled in future years to conform, where possible, to the following pattern:
- | | |
|----------------------------------|-------------------------------------|
| New Year's Day..... | January 1 |
| Martin Luther King, Jr. Day..... | 3 rd Monday in January |
| Lincoln Day | 2 nd Friday in February |
| Washington Day | 3 rd Monday in February |
| Cesar Chavez Day | Last Friday in March |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day..... | 1 st Monday in September |
| Veterans' Day..... | November 11 |
| Thanksgiving Day..... | Thursday in November |
| | Proclaimed by President |
| Christmas Day..... | December 25 |
- 9.2.2 The Friday immediately following Thanksgiving Day shall be declared a non-paid holiday.
- 9.2.3 When any of the holidays listed in 9.2.1 of this Article fall on Sunday, the holiday shall be declared on the following Monday. When any of the holidays listed in 9.2.1 fall on Saturday, the holiday shall be declared on the preceding Friday.
- 9.3 Any substantial deviation from section 9.2 shall be brought to the attention of the Association prior to implementation and shall be subject to bargaining if the Association so requests.
- 9.4 Article 52.1.5 shall apply to employees who mutually agree to an extended work year.

ARTICLE 10. CLASS SIZE

- 10.1 **District Average.** The District shall maintain a District-wide average class at less than thirty (30) pupils. The Districtwide class size is determined by dividing the total District regular K-6 enrollment by the number of teacher equivalencies assigned to all schools in the District.
- 10.2 **Building Average.** Building Class Size is determined by dividing the total regular K-6 enrollment at the school by the number of teacher equivalencies assigned to the school. When an individual building class size average deviates from the budgeted class size by two (2) or more pupils, enrollment adjustment procedures may include, but need not be limited to additional positions; authorizing reduction in force transfers; and transferring pupils between schools.
- 10.3 **Individual Class Size**
- 10.3.1 The Association and the District agree that there is a maximum class size of thirty-one (31) pupils per class.
- 10.3.2 The Chula Vista Educators and the Chula Vista Elementary School District agree to allow the placement of a thirty-second (32nd) child in an individual classroom for up to three (3) days in order for adjustment procedures to be processed. These procedures may include reorganizing one or more classes, transferring pupils between schools, etc.
- 10.3.3 Each individual classroom shall not receive a thirty-second (32nd) child as per 10.3.2 more than once each semester (half-year).
- 10.4 The District may deviate from the above maximum individual class size for the first two (2) weeks of any school year.
- 10.5 The District will comply with legal requirements for staffing special education programs.
- 10.6 Resource Specialist teacher class load shall conform to the requirements of the California Master Plan for Special Education. The plan currently specifies an average of twenty-four (24) pupils and a maximum of twenty-eight (28) pupils. Students on a thirty-day (30) placement with a current IEP will count as part of the Resource Specialist teachers' class load.
- 10.7 **Upper Grade Support and Dual Immersion Support.** At each school site, a committee, which includes a CVE representative along with other staff members, shall generate a plan to address upper grade and Dual

Immersion working condition issues related to class size and inherent workload. The plan generated by the committee shall be documented in the single site plan.

ARTICLE 11.
SUMMER SCHOOL/INTERSESSION/EXTENDED SCHOOL
YEAR/EXTENDED DAY

- 11.1 Employees who also teach in summer school/intersession/extended school year shall be considered unit members if under contract the preceding or current school year.
- 11.2 Articles 16, 20, 21, 25, 33, and 45 shall not apply to employees employed in the summer school/intersession/extended school year program. Article 52 shall apply only to employees who are classified as temporary, probationary or permanent in the immediately preceding regular school year.
- 11.3 The salary schedule shall be included in Appendix F of this Agreement.
- 11.4 Summer school/intersession/extended school year employees shall be selected in accordance with the following process:
 - 11.4.1 There shall be an initial posting of positions prior to the applicable session with no requirement to repost for any vacancy, which may arise during the session. Such posting shall have a closing date that is no sooner than ten (10) working days subsequent to the date of the posting.
 - 11.4.2 A unit member desiring to fill a summer school position shall submit a completed application per the summer school posting to the Department of Human Resources by the date specified on the posting.
 - 11.4.3 Subsequent to the closing date specified in the posting, representatives of the Association and the District shall jointly conduct a random lottery from the names submitted in response to the posting. This lottery shall determine the order by which the unit member is assigned to a vacancy. This is based on the site/grade level preference indicated by the teacher on the completed application. The applicant must meet all requirements as outlined in the posting.
 - 11.4.4 The parties understand and agree the District may select non-unit personnel to fill any remaining summer school and S.O.S.

positions which exist following the application of 11.4.2 and 11.4.3.

- 11.5 Unit members currently assigned to the site at which an intersession or extended school year program is to operate, shall be given first consideration for filling positions. Unit members at the respective school site shall be informed of the scheduled program and have a reasonable opportunity to express interest in filling the position to the site principal in writing. Such positions shall be posted district-wide in circumstances when insufficient numbers of unit members are available at the school site to meet staffing needs. The selection process for these site-based programs shall be determined by the individual school site committee responsible for development of the program, whether the selection is among members at the site or recruited from Districtwide postings.
- 11.6 Sick leave may be used but shall not accrue during summer school/intersession/extended school year employment.
- 11.7 The employment of summer school/intersession/extended school year employees shall be based on projected enrollment. Employees can be released if the enrollment does not warrant the number of teachers employed. The site administrator will determine the students' needs in identifying the release of any employee contracted to work summer school/intersession/extended school year. When selecting or releasing employees, the site administrator will consider employee qualifications, including credentials, specialized credentials, specialized training, specialized experience, and length of service. In the event two or more employees have equal qualifications, the employee with greater length of service shall be selected or retained. In addition, employees to be released shall be paid for the day(s) worked plus one day.
- 11.8 The District may enroll up to thirty-five (35) students in a summer school/intersession/extended school year class provided, however, that the District will take immediate steps to insure that no more than thirty-one (31) students are in attendance in any class.
- 11.9 Site based supplemental instruction programs shall be paid no less than ninety percent (90%) of Step 1, Class 1 as set out on the Summer School and Extended Year Teachers' Salary Schedule. Current rates for supplemental instruction programs higher than the above rate shall not be reduced.
- 11.10 Extended Day programs are included in this article as supplemental instruction programs. As such, the provisions for selection of teachers will follow Article 11.5.

ARTICLE 12. VACANT

ARTICLE 13. PEER ASSISTANCE AND PEER REVIEW (PAR)

The Chula Vista Educators and the Chula Vista Elementary School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

13.1 Joint Committee (JC)

- 13.1.1 The Joint Committee shall consist of five (5) members, three (3) of whom shall be designated by CVE. The District shall designate the remaining two members of the Joint Committee who shall be administrators in the CVESD.
- 13.1.2 The Joint Committee shall establish its own meeting schedule. To meet, four (4) of the five (5) members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from regular duties to attend meetings when deemed necessary by the Joint Committee, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday or work year, they shall be compensated at the unit member's pro rata hourly rate of pay not to exceed \$4,000.00 per person in any one fiscal year. Compensation for Joint Committee members shall not be considered an administrative expense but direct services for the operation of the program.
- 13.1.3 The Joint Committee shall be responsible for the following:
 - (1) Ensuring expenditures for the PAR program shall not exceed the funds received from the state for the PAR program.
 - (2) Developing and administering the annual budget for the expenditure of funds allocated by The State for the PAR program in accordance with the District budget development process.

- (3) Providing annual training for the Joint Committee members.
- (4) Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- (5) Selecting the panel of Consulting Teachers.
- (6) Selecting trainers and/or training providers.
- (7) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (8) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
- (9) Making available a list from the panel of Consulting Teachers for selection by the Participating Teacher.
- (10) Determining a reasonable and appropriate caseload for Consulting Teachers.
- (11) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- (12) Distributing a copy of the adopted Rules and Procedures to all bargaining unit members and administrators after the initial adoption of such.
- (13) Establishing a procedure for application as a Consulting Teacher.
- (14) Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations, including the needs of the BTSA program.
- (15) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program including providing names of participants not able to demonstrate satisfactory improvement after receiving sustained assistance.

(16) Evaluating annually the impact of the PAR program in order to improve the program with recommendations to the bargaining teams.

13.1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article. It is intended that any information provided to the evaluator is necessary for the administration of this Article.

13.1.5 Decisions of The PAR Council will be made utilizing a consensus model. In the absence of consensus, decisions shall be made by a majority vote of the committee members present.

13.2 Participating Teachers (PT)

13.2.1 Effective July 1, 2016, a Referred Participating Teacher is a teacher with permanent or probationary status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of a rating of "unsatisfactory" in Sections 1, 2, 3, or 4 on Form E-2 (CVESD Summary Evaluation Report).

13.2.2 A Volunteer Participating Teacher is a teacher with permanent, probationary, or temporary status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.

13.2.3 A Referred Participating Teacher may select his or her Consulting Teacher from a list of Consulting Teachers made available by the Joint Committee. The Joint Committee may assign a different Consulting Teacher to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.

13.2.4 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee, nor be placed in the employee's personnel file.

- 13.2.5 A Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

13.3 Consulting Teachers (CT)

- 13.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be:

- (1) A credentialed classroom teacher with permanent status.
- (2) Substantial recent experience in classroom instruction.
- (3) Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- (4) A minimum of six years' experience as a classroom teacher; three years' experience in the District.

- 13.3.2 In filling a position of Consulting Teacher, each applicant is required to submit three confidential references from individuals with specific knowledge of his or her expertise, as follows:

- (1) A confidential reference from a building principal or immediate supervisor.
- (2) A confidential reference from another classroom teacher.
- (3) A confidential reference from any other individual of the unit member's choice.

All applications and references shall be treated with confidentiality.

- 13.3.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.

- 13.3.4 A Consulting Teacher shall be provided release time as designated by the Joint Committee. The term of the Consulting Teacher shall be three (3) years, and may be reappointed. A

teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.

- 13.3.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- 13.3.6 In addition to the regular salary, a Consulting Teacher shall receive compensation as determined by the Joint Committee.
- 13.3.7 Upon completion of his or her service as a full time released Consulting Teacher, a teacher shall have the right to return to his or her previous school site in a similar assignment, upon request. Otherwise the teacher shall be returned to a regular assignment in accordance with the Transfer article of this Agreement.
- 13.3.8 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 13.3.9 At the request of Consulting Teacher, the Joint Committee shall consider an appeal to reduce the caseload of that Consulting Teacher based on considerations that include, but are not limited to, the need to provide additional support to Participating Teachers assigned to that individual and budget priorities.
- 13.3.10 After the Consulting Teacher has been designated, he or she shall meet with the Referred Participating Teacher and the Participating Teacher's evaluator to discuss the basis for the unsatisfactory performance as well as assistance and recommendations previously made for the teacher by the evaluator. Thereafter, the Consulting Teacher shall maintain a cooperative relationship with the evaluator.
- 13.3.11 After consulting with the evaluator, the Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish performance goals, develop a mutually agreed upon assistance plan and develop a process for determining successful completion of the PAR Program. A copy of the assistance plan, including performance goals, shall be given to the Evaluator.

- 13.3.12 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 13.3.13 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide, at a minimum, quarterly written reports to the Referred Participating Teacher and Joint Committee for discussion and review.
- 13.3.14 A Referred Participating Teacher may, at any time, make a request to the Joint Committee for specific forms of additional peer assistance that the individual feels is necessary to make progress toward the identified goals. This request may include, but is not limited to, assistance from a different Consulting Teacher, or additional time with the designated Consulting Teacher. The Joint Committee has the sole authority to grant or deny such a request.
- 13.3.15 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. At such time, the Consulting Teacher shall make a written report to the Joint Committee regarding the progress of the Referred Participating Teacher's progress toward the identified objectives.

A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee.

The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

- 13.3.16 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of The Referred Participating Teacher.

13.4 Miscellaneous Provisions

- 13.4.1 All procedural elements of this Article shall be subject to the grievance provisions of the Agreement. Decisions of the Joint Committee shall not be subject to the grievance provisions of the Agreement.
- 13.4.2 The District agrees to indemnify and provide a defense for teacher representatives of the Joint Committee and Consulting Teachers against any claims, causes of action, damages, administrative proceedings or any other litigation arising from their participation in Peer Assistance and Peer Review except for grievances.

ARTICLE 14. SAFETY

- 14.1 An employee shall not be required to engage in any activity that could reasonably be deemed hazardous to life or limb. When conditions seriously threaten bodily harm, the employee should report these conditions to the District as soon as possible. If requested, the employee shall follow up with a written report.
- 14.2 An employee may suspend any pupil from the employee's class for any of the acts enumerated in Education Code section 48900 for the day of suspension and the day following. The employee shall report immediately the suspension to the principal of the school and send the pupil to the principal or designee for appropriate action. Pursuant to Education Code 48910, as soon as possible, the employee shall ask the parent or guardian or the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the employee or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended during the period of suspension without the concurrence of the employee of the class and the principal as indicated by Education Code section 48910. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this provision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 14.3 When the safety of the employee is threatened, physical restraint may be used as is reasonable under the circumstances to protect the employee from assault. When physical restraint is used, the employee shall notify the immediate supervisor immediately.
- 14.4 Employees shall, as soon as reasonably possible, report cases of assault suffered by them in connection with their employment to their immediate

supervisor. The employee and his or her immediate supervisor shall report to the appropriate law enforcement authorities the incident. The employee may request in writing reasonable and non-confidential information in the possession of the District relating to the incident or persons involved. The District shall act reasonably, in an appropriate manner, on the request for the information.

- 14.5 The provisions of this Article shall apply to District authorized activities (such as a field trip) where the employee is assigned duty and such duty involves student contact.
- 14.6 The Board shall insure against the personal liability of members of the bargaining unit for damages resulting from death or injury to a person or damage to property caused by the negligent act or omission of the employee when acting in the scope of this or her office of employment. Such insurance shall be maintained in the amount of one million dollars (\$1,000,000). Employees shall be entitled to all expenses incident in litigation of resulting damage suits as set forth in the conditions of the insurance policy.
- 14.7 All affected employees shall be notified by the District of the violent behavior of any student assigned, or being assigned to them immediately upon assignment or knowledge of the behavior.
- 14.8 Specialized health care services for students will be done by employees only if the school nurse or other authorized employees are unavailable and the individual employee has completed District training in that service. This performance shall be considered by the District as within the scope of employment for indemnification purposes. Training in these health services shall be provided by the District to employees at no cost to the employees. Said training shall either be during the employee workday or remunerated at the rate of pay established for workshop participants.
- 14.9 No employee shall be required to lift a student without the assistance of another employee or a Hoyer lift or other similar device.
- 14.10 The District will make every reasonable effort to be within the guidelines as contained in the Asbestos Emergency Response Act of 1986.

ARTICLE 15. SICK LEAVE

- 15.1 Employees shall earn one (1) day of sick leave for each calendar month of service up to a maximum of ten (10), during each fiscal year for use if absent from duty because of illness or injury to the employee or his or her family member defined as follows: the employee's parent, child, spouse, grandparent, grandchild, and sibling as defined by the California Labor

Code, and including registered and unregistered domestic partners and any relative who has established legal residency at the same address as the employee. The unused portion of sick leave days shall accumulate from year to year. A part-time employee on a regular basis shall be entitled to a prorated amount of such sick leave.

- 15.2 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties as a result of illness or accident to the unit member or his or her family member for an additional period of five school months or less, he or she shall receive 50 percent of his or her regular salary during the period of such absence. The sick leave, including accumulated sick leave and the five-month period, shall run consecutively. For purposes of Article 15.2, family member shall be defined as the employee's parent, child, spouse, and registered or unregistered domestic partner.

For purposes of calculating the five school month period referenced above, the month of June shall not be considered part of that five-month calculation, but all other eleven months will be part of that calculation for all bargaining unit members except those on a modernization calendar. For example, a bargaining unit member whose sick leave, including accumulated sick leave, expired on February 5, would continue to receive 50 percent sick leave pay until, and including, August 5 (five full school months not counting June). For bargaining unit members serving at schools on modernization calendars, June and July shall not be considered part of that five-month calculation, but the remaining ten months will be part of that calculation.

After the exhaustion of accumulated and current year sick leave, a unit member if eligible may be entitled to catastrophic leave which if granted shall be coordinated with the five school month leave to allow for no more than full pay. The actual amount a unit member receives may also include the group salary protection as set out in 51.4 of this agreement which provides for 75% pay for a period of one year from the date 100% pay stops.

A unit member is entitled to only one five school month period for an illness or accident, but may use the entire five school month period, even if it bridges fiscal years.

After the exhaustion of all available leaves, provided that the unit member is still medically unable to return, the unit member will be placed on a 24-month reemployment list if probationary or a 39-month reemployment list if permanent.

- 15.3 An employee reporting illness as the reason for absence may be notified that a doctor's certificate may be required for any future absences where the District suspects there is an abuse of this provision.
- 15.4 Any employee may access and review their unused earned full-salary sick leave and personal necessity leave through an online database. An employee may also request a written report of the information described in this paragraph.
- 15.5 Any employee who is employed for a full school year and maintains perfect attendance without use of any sick leave of absence as specified in this Agreement shall earn and receive one (1) additional sick leave day following the last day in each school year in which eligibility is established.
- Donation to the Catastrophic Leave Bank will not be counted against perfect attendance qualifications.
- 15.6 The District shall require that the employee provide written verification by a physician of either the employee's inability to return to work duties or the employee's family member's incapacity and need for care if the employee has been on sick leave for ten (10) or more consecutive days. The District shall require different written verification for an employee who has objections to the use of medical doctors.
- 15.7 So long as a unit member is receiving some form of District paid leave, including catastrophic leave, regardless of the percentage level of pay, the unit member shall continue to receive the monthly maximum contribution of health care as specified in Article 51.1.1. The unit member will continue to receive such monthly maximum contribution of health care until the end of the month on which his or her last day of paid leave falls.

ARTICLE 16. HEALTH REHABILITATION LEAVE

- 16.1 When all paid sick leave of absence has been exhausted by a certificated employee, the employee, at his or her written request, may be placed on a health leave of absence without pay. Verification of such illness or disability must be provided by a licensed physician. Such leave may be granted for one (1) year only, but may be extended for a maximum of one (1) additional year. Reassignment for such employees will be granted when a written application is submitted and is accompanied by evidence of full health recovery; a vacancy exists within such employee's certification; or the employee has the ability to meet current employment standards.
- 16.2 If an employee who was classified as a permanent employee is reassigned within a thirty-nine (39) month period after his or her last day of paid service,

the District shall restore all rights, benefits and responsibilities of a permanent employee as provided by law.

SPECIAL NOTE: Refer to Article 54 for Catastrophic Leave Bank.

ARTICLE 17. PERSONAL NECESSITY COMPELLING PERSONAL IMPORTANCE LEAVE

17.1 Personal Necessity

17.1.1 Personal necessity leave shall be granted with pay. When possible, application shall be made prior to leave. Forms for such leave shall be mutually agreed upon and placed in the appendix for the duration of this Agreement (Appendix C).

17.1.2 Entitlement to three (3) days of personal necessity leave accrues to each employee annually. The unused portion shall accumulate to ten (10) days. Part-time employees shall be entitled to a prorated amount of such leave.

17.1.3 In any year, a maximum of ten (10) earned and unused days may be used for personal necessity.

17.2 Compelling Personal Importance

17.2.1 Each employee who has completed three (3) years of service with the District is entitled to use one (1) day leave for personal business if it is beyond the ability of the employee to schedule outside of working hours.

17.2.2 This leave may be accumulated to a limit of three (3) days.

17.2.3 This leave is deducted from personal necessity leave.

17.3 Sick Leave Usage

17.3.1 Six (6) days of sick leave may also be used for personal necessity leave at the discretion of the employee.

17.3.2 To the extent that sick leave is used for personal necessity leave, the ten (10) day maximum Article 17.1.3 is limited proportionately. This limitation in no way alters accrued personal necessity leave.

17.4 Additional Days

- 17.4.1 Employees may request additional days of personal necessity leave.
 - 17.4.2 These days shall be without pay.
 - 17.4.3 Application will be made prior to leave.
 - 17.4.4 Leave without pay may be approved at the discretion of the Superintendent or designee.
- 17.5 Employees may request, by phone, the appropriate office of the District to give an audit of earned and unused days applicable to this provision.
- 17.6. Employees may request a reduction in contract for personal reasons.
- 17.6.1 These days shall be without pay.
 - 17.6.2 Application shall be made on the appropriate form (Appendix D) prior to the reduction.
- 17.7 A reduction in contract may be granted for up to twenty (20) working days.
- 17.8 A reduction in contract may be approved at the discretion of the unit member's immediate supervisor and the Superintendent or designee.
- 17.9 The District shall notify the Association when a reduction in contract has been approved which would result in a change in the deduction of dues of the affected employee.

ARTICLE 18. BEREAVEMENT LEAVE

- 18.1 In the event of the death of any member of the employee's immediate family (mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee, or of the spouse or registered or unregistered domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or of the spouse of the employee or registered or unregistered domestic partner of the employee, [or step-mother, step-father, step-brother, step-sister of the employee or spouse of the employee or registered or unregistered domestic partner of the employee], registered or unregistered domestic partners or any relative living in the immediate household of the employee), the employee shall be granted leave of absence with pay, not to exceed three (3) days, or five (5) days if in excess of two hundred (200) miles of one-way travel is required. An extension of these time limits or an inclusion of other

members of the immediate family may be granted at the discretion of the Superintendent or designee. The administration shall be notified prior to each leave unless extenuating circumstances prevent such timely notification, in which case the responsibility for notification shall remain with the employee.

- 18.2 In cases involving a long-established personal relationship between a unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the District.

ARTICLE 19. CHILDBEARING LEAVE

Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing absences from other illness or medical disability. The length of the disability including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician with certification of such to be sent by the physician to the District upon request.

ARTICLE 20. CHILDREARING LEAVE

- 20.1 Leave without pay shall be granted to any employee according to the following provisions:
- 20.1.1 An employee on active duty is advised to arrange an appointment with the Assistant Superintendent, Human Resources, to review leave procedures and the related benefits available to employees. This meeting must be held at least thirty (30) days prior to the beginning date of leave.
 - 20.1.2 The employee is required to submit a written statement to the office of the Assistant Superintendent, Human Resources, at least thirty (30) days prior to the commencement of the leave. This statement shall include the date the leave is to begin; duration of the leave; and tentative date of delivery or adoption.
 - 20.1.3 Childrearing leave shall be granted upon written request to the Superintendent or designee for the current school year and one (1) additional year.
 - 20.1.4 An employee adopting a child may commence a leave at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

- 20.1.5 Return to duty from a childrearing leave will be dependent upon the following:
- a. An employee whose leave expires at the end of the school year must submit a written notice to the office of the Assistant Superintendent for Human Resources by March 31 to return to work. The Human Resources office will notify the employee of this deadline date at least two (2) weeks prior.
 - b. If an employee desires to return to work at an earlier date, other than the beginning of the school year, the employee must notify the Assistant Superintendent for Human Resources, at least thirty (30) days prior to the desired date of return. If no opening is available at the time of desired return, then the first appropriate opening following this date of desired return will be used.
 - c. The employee shall be assigned to the same position or location which he or she held at the time the leave commenced, providing the return date is specified at the time of application for leave and such date does not exceed sixty (60) days from the date the leave commenced. If that position is no longer in existence, or if the employee returns after sixty (60) days, he or she will be entitled to an equivalent position and location.
 - d. Before returning to work, the employee's physician must verify that the employee is able to resume the normal duties of responsibility. This applies only to those employees who have given birth.
- 20.1.6 An employee on leave shall have the option to remain an active participant in the fringe benefit program offered by the District in the area of the District medical insurance program for the period of one year.
- 20.1.7 An employee on childrearing leave shall not be denied the opportunity to substitute in the Chula Vista Elementary School District by reason of the fact that he or she is on such leave.
- 20.1.8 For nontenured employees, childrearing leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving this probationary period.

ARTICLE 21. LONG TERM LEAVE

- 21.1 A leave of absence without pay may be granted at the discretion of the Superintendent to an employee according to the following provisions:
- 21.1.1 An employee, who for personal or professional reasons, requests a leave of absence, should present a written request to the Assistant Superintendent for Human Resources.
 - 21.1.2 A leave of absence may, at the discretion of the Superintendent and Board of Education, be granted for a one (1) year period or less. At the discretion and approval of the Superintendent and the Board of Education, a one (1) year renewal may be granted.
 - 21.1.3 All requests for leaves of absence will be in writing to the office of the Assistant Superintendent for Human Resources at least thirty (30) days prior to the commencement of the leave, except in case of emergency or urgency. Employees who find it necessary for personal or professional reasons to request a leave of absence for the following school year should present a written request to the Assistant Superintendent for Human Resources by March 31 of the current school year, except in case of extenuating circumstances.
 - 21.1.4 The employee must notify the Superintendent or designee in writing of his or her intention to return from such leave or file a request for renewal for such leave by March 31 of the year of the leave of absence. The Human Resources office will notify the employee using certificated receipt requested U.S. Mail, by March 15, of the necessity to respond in accordance with the March 31 requirement. The District shall consider failure on the part of the employee to respond as intention of resignation. Exceptions to this procedure may be made by the Superintendent or designee in case of emergency or urgency.
 - 21.1.5 Employees returning from leave shall be placed in accordance with the following:
 - a. Employees may file requests in writing for reassignment to positions listed on the annual posted list of vacancies projected for the coming year. All requests received after May 1 will also be considered subject to available vacancies. In the event that a returning employee does not request a particular vacancy, effort will be made to return the employee to the same or comparable position that the employee held prior to leave (e.g. 5th grade employee

reassigned to a teaching position with the K-6 grades) if one exists, or any other position mutually agreed to by the employee and administration.

- b. If the request to return to a particular vacancy is denied, the employee shall, upon written request, be provided reasons for the denial.
 - c. When more than one employee applies for the same position, including employees who desire transfer, where ability is equal, the employee with the longest span of service within the District will be transferred.
 - d. Reassignment requests following leave shall be acted upon prior to placement of employees new to the District.
 - e. If an employee desires to return to active duty at an earlier date than the expiration date of the leave, the employee must submit a written request to the Assistant Superintendent for Human Resources at least thirty (30) days prior to the desired date of return. Pursuant to such request, the employee may, as soon as the District determines an appropriate opening is available, be allowed to prematurely terminate leave and return to active duty.
- 21.1.6 No benefits will accrue to an employee during a leave of absence except as otherwise stated herein. Upon return from leave, the employee's unused sick leave benefit, seniority and salary increments which had been accumulated at the time the leave commenced will be restored.
- 21.1.7 For nontenured employees, such leaves shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving this probationary period.
- 21.1.8 Approved leaves of absence shall not be considered a break in service. An employee returning to duty from a leave of absence is entitled to all the benefits and rights accrued by him or her prior to the leave which is consistent with existing contractual agreement and policy.

ARTICLE 22. FAMILY CARE LEAVE

- 22.1 It is the intent of this provision to be consistent with the Federal Family Medical Leave Act of 1993 (29 U.S.C. Section 2601 et seq.) and the California Family Rights Act of 1991, as amended October 5, 1993

(Government Code Section 12945.2) and California Education Code Section 44977.5. It shall be interpreted so that there are no violations of State or Federal law. If any of these laws change, or are affected by other new laws, the changes will take effect in this Agreement as soon as such law becomes effective.

- 22.2 Eligibility for leave and compensation shall be consistent with the requirements stated in the respective laws above.
- 22.3 Upon termination of such leave, the unit member shall be returned to the position he/she held prior to the leave.
- 22.4 A unit member shall give 30 days notice (when possible) to make the employer aware the employee needs CFRA qualifying leave, stating the reason for the leave and its anticipated timing and duration.
- 22.5 If a unit member has worked .6 FTE or greater during the 12 months prior to taking paid CFRA leave for the birth, adoption, or foster care placement of their child, he or she will be deemed to have satisfied the requirement of having worked at least 1,250 hours in the 12-month period before the date the leave begins. If the unit member has taken sick leave for pregnancy disability leave or for the care of family for pregnancy disability leave, the 12-month period used for such calculation may be from the beginning of such sick leave or the beginning of the CFRA leave, whichever works most favorably for the unit member.

ARTICLE 23. JUDICIAL LEAVE/JURY DUTY STIPEND

- 23.1 On proof of necessity of jury service or to appear as a subpoenaed nonparty witness in court, other than as a litigant, an employee shall be granted a leave of absence with pay in the manner provided for by law. At the discretion of the District, an employee may be granted a leave of absence to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leave shall be granted with pay up to the amount of difference between the employee's regular earnings and any amount he or she receives for jury or other reimbursement.
- 23.2 **Jury Duty Stipend:** The District will provide a stipend in an amount equal to 80% of the rate of pay for substitute teachers per day served for those teachers who postpone jury duty until vacation days, effective upon ratification.

ARTICLE 24. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 24.1 Employees are eligible for industrial accident and illness leave. The employee absent from duty, for whom worker's compensation payments are being made, and who has met the continuous service requirements shall be granted leave according to the following provisions:
- 24.1.1 Allowable leave shall be for not more than sixty (60) working days in any (1) fiscal year for the same accident.
 - 24.1.2 Allowable leave shall not accumulate from year to year. Leave shall be granted for absence due to injuries and accompanying illness suffered on school premises or in the line of duty covered by worker's compensation subject to certification by a duly qualified physician as to the duration of the disability. No deduction shall be made from the sick leave allowance.
 - 24.1.3 Industrial accident or illness leave will commence on the first day of absence.
 - 24.1.4 Payment for wages shall not exceed the employee's normal salary when added to the award granted the employee under worker's compensation laws of this State.
 - 24.1.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due him or her for the same illness or injury.
 - 24.1.6 The industrial accident or illness leave will be used prior to sick leave.
 - 24.1.7 Such paid leaves of absence shall not void or reduce the employee's eligibility for other employee benefits provided by law or by the policies of the District.
 - 24.1.8 During all paid leaves of absence, the employee shall endorse to the District salary loss benefit checks received under worker's compensation laws of this State.

ARTICLE 25. SABBATICAL LEAVE

Sabbatical leaves may be granted by the Chula Vista Elementary School District to employees who qualify under the following regulations:

25.1 Purpose of Sabbatical Leave

- 25.1.1 A sabbatical leave may be granted, at the discretion of the Superintendent and approval of the Board of Education, for the purpose of providing opportunity for professional growth in line with the improvement and the enrichment of the educational programs offered to the students in the Chula Vista Elementary School District.

25.2 Establishment of Eligibility

- 25.2.1 An employee who has completed seven (7) consecutive years of satisfactory service with the Chula Vista Elementary School District shall be eligible for a sabbatical leave for a qualified program of study, research, or travel. Employees in their seventh year of service who apply for such leave may, at the discretion of the Superintendent, be granted a sabbatical leave subject to the satisfactory completion of the years' service. The following regulations will apply:
- a. Periods of leave granted by the District shall not constitute a break in the continuity of service required for the sabbatical nor shall they be counted in the seven (7) years of service.
 - b. The employee granted a sabbatical leave must return to the District and serve for two (2) school years following the sabbatical leave.
 - c. After an employee has had a sabbatical leave, an additional seven (7) consecutive years must be served before becoming eligible for another sabbatical leave.

25.3 Qualifying Program for Sabbatical Leave

- 25.3.1 Formal study in an accredited college or university for the purpose of increasing one's professional knowledge, skills, and abilities with respect to present or prospective service to the District and the employee.
- 25.3.2 Independent study is a program of study, research, or special projects relating to the present or prospective service to the District and the employee, which promises to be of professional value to him or her and the District.

- 25.3.3 Travel for observation or study is planned travel which must show definite purpose and value for the participant and the District.
- 25.4 **Length of Leave.** The sabbatical leave may be granted, at the discretion of the Superintendent, for a full school year or for one-half ($\frac{1}{2}$) of the school year, as requested by the applicant. A half-year sabbatical leave may be taken during either the first or second half of the school year. Additional leave (extension), may, at the discretion of the Superintendent, be granted without pay at the request of the employee upon approval by the Board of Education.
- 25.5 **Limit.** The number of employees on sabbatical leave in any one time shall not exceed five (5) employees in any year.
- 25.6 **Tenure.** The sabbatical leave shall count as an equivalent period of service in the District except when calculating the time for another sabbatical leave. The employee's placement on the salary schedule shall count the sabbatical leave period as service; growth credits earned during the sabbatical shall be counted for reclassification units on the salary schedule; the sick leave benefits of the District shall accrue, although sick leave payments shall not be made and all other District benefits shall be provided as though the employee were on active duty.
- 25.7 **Retirement.** The contributions to the State Teachers Retirement System shall be made by the employee and the District as though the employee were on active duty, except that these payments will be made only on the actual compensation made to the employee.
- 25.7.1 The District shall not restrict an employee from entering into a lawful agreement with the State Teachers Retirement System allowing said member to pay all additional retirement costs as though the employee was working full time. The District shall not be required to perform any acts or pay any costs in the performance of 25.7.1.
- 25.8 **Interruption or Termination of the Sabbatical Leave**
- 25.8.1 If the employee should be incapacitated because of illness or accident and required to postpone or cancel his or her leave, this shall not prejudice the employee from returning to the District or from completing the leave requirements under a special extension.
- 25.8.2 Upon request to the District by registered mail, accompanied by a doctor's verification, the sabbatical leave may be postponed or terminated, effective the date of incapacitation. At such time, the

employee shall be eligible for sick leave benefits under this Agreement. When the employee is able to continue the provisions of the sabbatical leave, the leave may be continued.

25.8.3 In the event that a recipient of a sabbatical leave is forced to cancel the leave, he or she shall be reinstated in the District in a position similar to that from which he or she began the leave, if such vacancy exists. If no such vacancy exists, he or she shall be granted priority as a substitute teacher until a vacancy occurs.

25.9 **Liability.** Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District, when the death or injury occurs while the employee is on sabbatical leave.

25.10 **Compensation for the Sabbatical Leave**

25.10.1 **Basic Payment.** The District shall pay to the employee fifty percent (50%) of the salary to which he or she would be entitled if he or she were actually on duty in the District. Approval of any employment during the sabbatical leave period must be secured from the Superintendent prior to the acceptance of the employment.

25.10.2 **Payment for District Service.** In the event that materials are accepted for use in the schools of the District as part of the regular instructional material, for example, teaching aids, filmstrips, teacher guides, test materials, the District may make additional compensation up to fifty percent (50%) of the regular salary for the period, as determined by and approved by the Board of Education prior to the leave. Such compensation shall be decided upon the basis of range of usefulness, value to the children, value to the District, and the amount of preparation needed.

25.10.3 **Method of Payment.** The sabbatical leave salary shall be paid in the same manner as though the employee was on actual duty in the District.

25.10.4 **Surety Bond.** Applicants must furnish a suitable bond indemnifying the school District for any salary paid the employee during the period of sabbatical leave in the event the employee fails to return to render two (2) full years of service to the District following the termination of the sabbatical leave; or, in the event the employee fails satisfactorily to carry out the program of study or the itinerary of the trip approved. Should the death, disability

or illness of the employee prevent the fulfillment of this obligation, no penalty shall be exacted of him or her, his or her heirs, or the surety.

25.11 Application Procedures

- 25.11.1 Application for sabbatical leave for the following school year shall be made in writing on the regular form and sent to the Superintendent by January 15. The application shall be acted upon no later than the first meeting in March of the Board of Education or at the earliest date under extenuating circumstances.
- 25.11.2 Application for sabbatical leave for the second semester of the school year shall be sent to the Superintendent by September 15 and shall be acted upon no later than the first meeting in November of the Board of Education or at the earliest date under extenuating circumstances.
- 25.11.3 The following points will be used in determining the priority for the granting of sabbatical leaves when more applications than the limit as indicated in 25.5 above are submitted:
 - a. The priority of application;
 - b. Relative merits of reasons for desiring leave;
 - c. Whether leave has been taken previously;
 - d. Seniority of years of service in the District; and
 - e. Reasonable distribution of applicants by schools.

25.12 Reporting Procedures

- 25.12.1 A brief written report should be made to the Superintendent by February during the year of sabbatical leave, or by mid-term (November-April) during a one-semester leave. Such report should show that the program is being followed in acceptable manner. If changes need to be made in the program, these should be reported at once.
- 25.12.2 Within sixty (60) days after return to active duty following a sabbatical leave, a written report shall be filed with the Superintendent. Such a report should contain detailed data about the educational activities undertaken, an appraisal of the

professional value of the experience gained while on leave, the manner in which such experience or knowledge may be used for the benefit of the students or District, and other data necessary for a satisfactory report. If a thesis or dissertation is produced, a copy shall be given to the District. A transcript of college units earned must be filed.

25.13 **Return to Duty.** At the expiration of the sabbatical leave, the employee who has been granted such leave shall be reinstated, unless he or she agrees otherwise, in a position equivalent to that held by the employee at the time leave was granted. It shall be understood that no employee will be guaranteed a return to his or her previous location.

25.14 **Additional Procedure.** The Superintendent is authorized to establish such further details of procedure as in his or her opinion may be necessary, provided that such details shall be consistent with the provisions of the Education Code and of these paragraphs.

ARTICLE 26. INSERVICE LEAVE

26.1 Employees may, at the discretion of the Superintendent or designee, be authorized to attend inservice meetings. Consideration for approval shall be based upon the following criteria:

26.1.1 The meeting is related to the needs, goals, and objectives of the District.

26.1.2 The employer's attendance at the meeting will not, by virtue of the absence from teaching, negatively affect the educational program of the students.

26.1.3 Financial expenditures are within the budget limitations of the District.

26.2 Employees are granted the opportunity to give input regarding inservice.

ARTICLE 27. LEAVE FOR THE PRESIDENT OF THE ASSOCIATION

27.1 The President of the Association shall, upon written request, be granted a leave of absence without pay for one school year. A one-year renewal may be granted at the discretion of Superintendent and approval of the Board of Education. All entitlements which apply to long-term leave shall apply to this leave.

- 27.2 Upon expiration of the leave, the President of the Association shall, subject to a written request from said employee, be returned to his or her previous location and assignment providing the specific previous assignment is still in existence and if the written request is filed with the Assistant Superintendent for Human Resources by June 1 in the year the leave expires.

ARTICLE 28. LEAVE FOR DESIGNATED EMPLOYEE

The Association may designate one (1) employee and recommend that at the discretion of the Superintendent and the Board of Education, a leave of absence without pay for a period of not to exceed one (1) school year be granted, providing that the reasons for such leave are provided. All entitlements which apply long-term leave apply to this leave.

ARTICLE 29. PROFESSIONAL ACTIVITIES LEAVE

- 29.1 Leave for professional activities may be granted at the discretion of the Superintendent with or without pay. Written requests for professional activities leave should be addressed to the Superintendent.
- 29.2 Employees may request a reduction in contract for professional reasons.
- 29.2.1 These days shall be without pay.
- 29.2.2 Application shall be made on the appropriate form (Appendix D) prior to the reduction.
- 29.3 A reduction in contract may be granted for up to twenty (20) working days.
- 29.4 A reduction in contract may be approved at the discretion of the employee's immediate supervisor and the Superintendent or designee.
- 29.5 The District shall notify the Association when a reduction in contract has been approved which would result in a change in the deduction of dues of the affected employee.

ARTICLE 30. LEAVE FOR PUBLIC OFFICE

An employee who is elected or appointed to public office may upon written request from the employee and at the discretion of the Superintendent be granted a leave of absence without pay for the term or terms of office. At the conclusion of such leave, the employee shall be entitled to return to a position similar to that held at the time leave was granted.

ARTICLE 31. LEAVE FOR ELECTED OFFICIAL

- 31.1 Employees serving as public elected officials may, at the discretion of the Superintendent and approval of the Board of Education, be authorized five (5) days of leave without loss of pay each year to attend meetings related to that agency.
- 31.2 Prior to approval of such leave, it shall be the responsibility of the applicant to provide the District with sufficient assurance that the meeting attendance is authorized by the government agency.
- 31.3 If there is need for leave beyond the five (5) day period, each request will be considered on an individual basis predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

ARTICLE 32. MILITARY LEAVE

- 32.1 By request, an employee who enlists, is inducted or recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service.
- 32.2 An employee who enters the military service has the right to return to and reenter a position similar to the one held by the employee at the time of entrance into the service within three (3) months after the termination of his or her active service, but not later than six (6) months after the end of the war or national emergency for which the employee entered the service, if the term of employment for which he or she was appointed has not ended during the employee's absence. Probationary service shall be considered an unlimited term of service. Employees who enter the service while on probationary status will assume the same probationary status upon return to the District.
- 32.3 Such right to return to his or her position shall not extend to or be granted to any employee who shall fail to return and reenter his or her position within twelve (12) months after the first date upon which he or she could terminate active service.
- 32.4 The District shall provide up to 30 calendar days of pay and benefits for all military staff called to military duty or as otherwise set out in existing law.

ARTICLE 33. TRANSFER

- 33.1 **Definition.** A **transfer** is defined as a change of school or administrative location.

Displaced Teacher: A displaced teacher is defined as a unit member who requires a change of school site due to reduction in enrollment, change in capacity or closing of a facility, change in educational program, or reconfiguration due to federal and/or state laws or regulations.

Vacancy: A vacancy is defined as any position that does not have a unit member assigned to it. This includes any vacated or newly created position including positions created by reconfiguration. Any position currently held by a temporary employee will be considered vacant for the following year.

33.2 Transfer of Displaced Teachers

33.2.1 Employees may need to be transferred due to displacement. No later than April 20 of each year, a meeting will be scheduled at the District Office where each Displaced Teacher will be provided with a list of the current vacancies. The CVE President or designee may attend. Principals with vacancies or their designees may attend.

- a. District criteria for selecting the employee to be transferred shall be based upon the following:
 - (1.) Credential limitations and qualifications;
 - (2.) Affirmative action program;
 - (3.) Qualifications of the adopted job description and posted specifications.
- b. When two or more employees qualify with respect to the above-stated conditions, the employee with the shortest span of service within the District will be transferred.
- c. No employee may be transferred involuntarily more than once every two (2) years unless justified by necessity.
- d. Advance notification will be given to the employee being transferred. Such notification will be given no less than five (5) school days immediately preceding the employee's day of detachment. The reasons for transfer shall be explained to the employee prior to the formal announcement of the transfer. The explanation shall be given in a personal conference by the employee's immediate supervisor.
- e. A minimum instruction-free duty time of at least one (1) day for closing out and one (1) additional day for preparation and orientation in the receiving school shall be allowed unless extenuating circumstances prevent such provision.

- f. The District will provide transportation and the labor to move the employee's materials to the new assignment.
 - g. Physical facilities provided at the time of transfer are to be adequate to enable the employee to carry out his or her responsibilities.
 - 33.2.2 During the week following the completion of the above referenced steps, Principals of a school site with a vacancy and individual Displaced Teachers may reach a mutual agreement on placement.
 - 33.2.3 Remaining Displaced Teachers may provide a list of preferences prior to April 27 that will be considered by the Superintendent. The Superintendent will make a reasonable effort to place teachers based on their top three (3) preferences; however, the Superintendent retains the authority to determine the final placement. All Displaced Teachers shall be placed no later than May 4. Nothing in this shall prohibit any Displaced Teacher from following the Transfer process in this article.
 - 33.2.4 Any Displaced Teacher who changes sites will be offered the opportunity to return to their site should a vacancy occur before the teacher work day of the beginning of the school year.
- 33.3 **Employee Initiated Transfers—Requests for Transfer for the Coming School Year.** (Nurse assignment procedures are in Appendix E)
 - 33.3.1 In the week immediately following the selection and/or placement of Displaced Teachers as noted in 33.2 above, all remaining vacancies will be posted for six (6) days and will only be open to current District employees, which includes teachers returning from leave.
 - 33.3.2 All eligible certificated employees will be permitted to submit applications for each of the positions for which they wish to transfer during this six (6) day time period. Principals will then begin to interview applicants in accordance to the following criteria:
 - a. The transfer of an employee will result in the best educational program;
 - b. The employee holds a required California credential;
 - c. The employee meets the qualifications of the adopted job description;

- d. The employee meets the specifications indicated for a particular vacancy.

All interviews must be completed by the end of the fourth week of May. Certificated employees returning from leave who have not previously been selected via the transfer process, will be placed by the District.

- 33.3.3 When more than one employee applies for the same position, the employee with the longest span of service within the school District will be transferred provided only that the employee meets the qualifications and specifications stated in the posting. Team employees may submit recommendations regarding District drafted qualifications and specifications. The number of specifications are limited to 15.
- 33.3.4 Transfer requests to vacancies shall be given first consideration prior to assignments on a nontransfer basis.
- 33.3.5 If a voluntary transfer request is denied, the employee shall, upon written request by the employee, be provided the reasons for denial in writing within two weeks following the employee's request.
- 33.3.6 All bargaining unit vacancies intended to be filled by the District, will be posted on one specific, fixed day of a week to be identified by Human Resources at the beginning of the school year.
- 33.3.7 **Notification of Transfers**
 - a. When a transfer is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment. In addition, when a position is filled, all applicants interviewed shall be notified in writing within ten (10) days as to who has been chosen.
- 33.3.8 Unit member request for administrative transfer
 - a. A teacher, who has been repeatedly denied a transfer, may file a written request to the Superintendent by April 30 for a transfer when he or she believes that the best interest of the students, the District, and the employee will be served by the change in assignments for that particular employee.
 - b. The transfer decision lies solely within the discretion of the Superintendent.

33.4 Requests for Transfer During the School Year

- 33.4.1 Vacancies that occur during the school year shall be posted online on Wednesdays for no less than five (5) calendar days and responded to in accordance to Article 33.3. Such posting will allow compliance with section 33.3.2 below. After reassignments are made within a school facility, all remaining positions shall be posted.
- 33.4.2 Application for transfer to vacancies posted during the school year shall be made within five (5) calendar days of the date of the posting of the vacancy.
- 33.4.3 Nothing in this Article shall prevent an employee from requesting a transfer.
- 33.4.4 Approval by the Superintendent or designee shall be based upon the following criteria:
 - a. The transfer of an employee will result in the best educational program;
 - b. The employee holds a required California credential;
 - c. The employee meets the qualifications of the adopted job description;
 - d. The employee meets the specifications indicated for a particular vacancy;
 - e. Approval of the transfer does not restrict the District in complying with state and/or federal mandates regarding affirmative action.
- 33.4.5 When more than one employee applies for the same position, the employee with the longest span of service within the school District will be transferred provided only that the employee meets the qualifications and specifications stated in the posting. Team or loft employees may submit recommendations regarding District drafted qualifications and specifications.
- 33.4.6 Transfer requests to vacancies shall be given first consideration prior to assignments on a nontransfer basis.
- 33.4.7 If a voluntary transfer request is denied, the employee shall, upon written request, be provided the reasons for the denial.

33.5 District Initiated Transfers

33.5.1 Transfers for the Coming School Year

- a. The immediate supervisor may file a written request by April 30 for the transfer of an employee when he or she believes that the best interest of the students, the District, and then the employee will be served by the change in assignments for that particular employee. Any change from the April 30 deadline must be approved by the Superintendent. In cases of federal and/or state mandates necessitating transfers, the District may consult with the Association to attempt to work out a solution satisfactory to the parties.
- b. Before any requests for administrative transfer are acted upon, the employee must be advised through a personal interview of the reason(s) why an administrative transfer is being recommended. Prior to such interview, the employee shall be informed of the forthcoming interview.
- c. An employee has the right to representation.
- d. A list of open positions in the District will be made available to all employees being transferred under these conditions. When a choice of positions is possible, employees may indicate an order of preference for consideration.
- e. Administrative transfers shall not replace proper evaluation procedures; however, the District and the Association recognize the Administrative transfer as an alternative that can have a positive effect on the educational program.
- f. An employee transferred under section 33.4.1 shall, upon written request, be provided the reasons for such transfer in writing.
- g. When a transfer is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.
- h. Employees who are to be transferred will be notified by June 1, except when unforeseen circumstances prevent such timely notification.

33.5.2 Transfers During the School Year

- a. Employees may need to be transferred due to staff reductions which occur as a result of, but not limited to, reduction in enrollment, the change in capacity or closing of a facility, to comply with the District's affirmative action plan, or the needs and efficient operation of the District. In cases of federal and/or state mandates necessitating transfers, the District may consult with the Association to attempt to work out a solution satisfactory to the parties.
- b. District criteria for selecting the employee to be transferred shall be based upon the following:
 - (1) Credential limitations and qualifications;
 - (2) Affirmative action program;
 - (3) Qualifications of the adopted job description and posted specifications.
- c. When two or more employees qualify with respect to the above-stated conditions, the employee with the shortest span of service within the District will be transferred.
- d. No employee may be transferred involuntarily more than once every two years unless justified by necessity.
- e. Advance notification will be given to the employee being transferred. Such notification will be given not less than five (5) school days immediately preceding the employee's day of detachment. The reasons for transfer shall be explained to the employee prior to the formal announcement of the transfer. The explanation shall be given in a personal conference by the employee's immediate supervisor.
- f. A minimum instruction-free duty time of at least one day for closing out and one additional day for preparation and orientation in the receiving school shall be allowed unless extenuating circumstances prevent such provision.
- g. The District will provide transportation and the labor to move the employee's materials to the new assignment.
- h. Physical facilities provided at the time of transfer are to be adequate to enable the employee to carry out his or her responsibilities.

- 33.6 Notwithstanding any other provision in this article, should a determination be made by the Superintendent that an involuntary administrative transfer is reasonably necessary, such transfer may be made by the Superintendent following a conference with the employee.
- 33.7 For purposes of Agreement, a reassignment is the change of an employee's grade level or general subject matter teaching responsibility within a school site. The District shall agree that when employees are reassigned it shall not be for arbitrary or capricious reasons and no employee shall be involuntarily reassigned twice in two (2) successive school years except for necessity. Necessity means that there is no other employee on the site who can be reassigned to accommodate District needs.

ARTICLE 34. NEW SCHOOL STAFFING

- 34.1 This Article applies only to bargaining unit positions filled at each new school through the last instructional day in December.
- 34.2 **Definition.** A new school is defined as a school opened in a newly constructed facility (i.e. not in an existing facility).
- 34.3 **Procedure for Selection**
- 34.3.1 The District may fill up to fifty percent (50%) of the positions (teachers and specialists, excluding nurses) assigned to the school without reference to the provisions of Article 33, Transfer.
- 34.3.2 Fifty percent (50%) of the positions must be filled in compliance with the seniority requirements of Article 33, Transfer.
- 34.4 **Order of Selection**
- 34.4.1 The District shall fill the first twenty-five percent (25%) of the positions without reference to provisions of Article 33, Transfer.
- 34.4.2 The second twenty-five percent (25%) of the positions shall be filled in compliance with the seniority requirements of Article 33, Transfer.
- 34.4.3 The District shall fill the third twenty-five percent (25%) of the positions without reference to the provisions of Article 33, Transfer.
- 34.4.4 The fourth twenty-five percent (25%) of the positions shall be filled in compliance with the seniority requirements of Article 33, Transfer.

- 34.4.5 Odd numbers of positions remaining shall be filled in compliance with the seniority requirements of Article 33, Transfer.

ARTICLE 35. EVALUATION

- 35.1 Probationary and temporary employees shall be evaluated annually. Permanent employees shall be evaluated every two years.

- 35.2 **Employee Evaluation.** By no later than the employee's fifth duty day in a school year during which the employee is to be formally evaluated, the evaluator(s) will notify the evaluatee of the forms to be used in the areas to be covered in the evaluation. The evaluator(s) and the evaluatee may utilize others to assist in gathering data for the purpose of the evaluation. The areas to be evaluated are based on the responsibilities and criteria contained in the employee job description, school site plan, content area standards, State Frameworks and District-adopted curriculum. The evaluator will provide the evaluatee with copies of these documents by no later than the employee's fifth duty day. The areas to be evaluated include the following:

- 35.2.1 The progress of pupils toward the standards established by the Governing Board of expected pupil achievement at each grade level in each area of study.
- 35.2.2 The instructional techniques and strategies used by the employee.
- 35.2.3 The employee's adherence to curricular objectives.
- 35.2.4 The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- 35.2.5 Other related responsibilities.
- 35.2.6 Professional relationships with students, parents, and colleagues.

35.3 **Identifying Needs and Establishing Objectives**

The employee may, at his or her option, formulate objectives. If objectives are written, the following shall apply:

- 35.3.1 Objectives will be based on pupil instructional needs and will be developed during the first five (5) weeks of the employee's school year.

- 35.3.2 The objective submitted will describe what can reasonably be achieved by pupils at the end of the year. The employee need not specify daily instructional objectives believed necessary for attainment of year-long objectives. Objectives may be directed toward an individual pupil, a small group of pupils or the total class.
- 35.3.3 To help in preparing objectives, the employee and evaluator(s) will make reference to the District statement of philosophy and goals, job description, the District Course of Study and other materials prepared by the District.
- 35.3.4 At the time when the instructional objectives are presented in writing to the evaluator, there will be included examples of supporting data which will indicate other non-instructional duties as specified in the job description to be performed by the employee as well as examples of supporting data that the maintenance, proper control and requirements of a suitable learning environment will be met.
- 35.3.5 The employee should feel free to state the conditions that he/she expects the District to meet in order that objectives can be met. The employee and principal will agree on the requirements.
- 35.3.6 By no later than thirty (30) work days, or as soon thereafter as reasonably possible up to an additional ten (10) work days of the employee's current assignment, the employee and the principal will have recorded in writing their approval of the instructional objectives, that will serve to indicate the evaluatee's success in getting desired results. (Use Form O)
- 35.3.7 If there is a disagreement regarding the establishment of objectives, the employee may ask for an appropriate third party to assist the evaluator and evaluatee. If agreement is not reached on who the third party should be to assist the evaluator(s) and evaluatee, the Assistant Superintendent with the responsibility for the location will appoint appropriate staff to assist. In the event the parties remain unable to reach mutual agreement, the Superintendent or designee shall decide the matter.
- 35.3.8 Modifications in the objectives for the year can occur at any time conditions warrant it before the end of the first semester by mutual consent.

35.4 First-year, nontenured employees and any other employees who failed to meet standards during the previous year will have a preliminary report submitted by the evaluator(s) before the end of the first nine weeks of the employee's school year. (Interim Evaluation Report, Form E-1 Form, Appendix B)

35.5 Monitoring and Evaluating Expanded Results

35.5.1 Monitoring is used to gather data in order to assist the evaluatee in successful job performance. Techniques for monitoring shall include, but not be limited to, at least three of the following:

- a. Self-evaluating
- b. Progress testing
- c. Surveys and/or questionnaires
- d. Employee-requested classroom observations for specific purposes
- e. Evaluator-requested classroom observations for specific purposes
- f. Unplanned classroom observations
- g. Video and/or audio tape

35.5.2 During the monitoring period, if preliminary data identifies areas that need improvement, a report will be made by the evaluator(s) which identifies problem areas and makes recommendations for improvement. (Interim Evaluation Report, Form E-1 will be used, Appendix B)

35.5.3 Any employee who receives a negative Form E-1 shall be entitled to a subsequent observation(s), and conference(s).

35.5.4 The employee's evaluator shall take action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations and adequate release time for the employee to visit and observe other similar classes in other schools if the evaluator(s) and evaluatee believe such observations would eliminate noted deficiencies.

35.5.5 When an evaluator is monitoring or observing the work or performance of an employee, no deliberate attempts shall be

made to prevent said employee from knowing of such occurrence. The parties agree that the term "monitoring" also shall include electronic monitoring.

35.6 Evaluation Summary Report

- 35.6.1 The purpose of the Evaluation Summary Report is to assist the evaluatee in the improvement of their job performance by:
- a. Providing data for decisions on recognizing outstanding competence and performance of individuals.
 - b. Improving individual performance.
 - c. Determining whether to continue or discontinue the services of the evaluatee.
- 35.6.2 The evaluator will write a summary each year for all probationary personnel and for any tenured personnel who received any "unsatisfactory" and/or "requires improvement" rating on the prior year's Form E-2, or in any year where an evaluator has reason to be concerned with an employee's performance, and every other year for all other tenured personnel.
- 35.6.3 The due date for the Summary Evaluation Report shall be not later than thirty (30) calendar days before the end of the employee's school year.
- 35.6.4 The steps to be used in preparing the evaluation summary will be as follows:
- (1) If the employee has developed objectives, the evaluator(s) will be provided with the results of the agreed-upon evaluative instruments at least one week prior to the scheduled evaluation conference.
 - (2) If the employee has developed objectives, the evaluator shall state in draft form his or her opinion, whether the goals and objectives agreed upon are in the process of being met and shall provide qualifying statements. Such opinions must be based upon fact (with direct reference to the evaluation methods used).
 - (3) If the employee has developed objectives, the Evaluator shall record goals and/or objectives upon which, in his or her opinion, agreement should be made for the following year.

- (4) The evaluator(s) or the evaluatee may request a conference to discuss the Evaluation Summary Report (Form E-2).
- (5) During the conference, the evaluator and evaluatee will discuss the Evaluation Summary Report and areas of agreement and disagreement.
- (6) The evaluator(s) will provide the evaluatee with a copy of the Evaluation Summary Report (Form E-2).
- (7) The evaluatee will sign and return the Evaluation Summary Report (Form E-2) within ten (10) working days of its receipt. The signature of the evaluatee will not constitute endorsement of the evaluation. It indicates that the evaluatee has had the opportunity to discuss the summary and to enter comments or disagreements.
- (8) The employee shall have thirty (30) days to file a written response which shall be attached to the Evaluation Summary Report.
- (9) The Evaluation Summary Report and/or any other supplemental evaluation material will be filed in the evaluatee's personnel file after a copy has been given to the employee.

35.7 Alternative Evaluation

A teacher, who has satisfactorily completed at least one evaluation cycle as a permanent employee, may design a personal alternative evaluation plan with the approval of the principal, and submit that design to a standing evaluation committee composed of two representatives from the District and two appointed by CVE for approval.

35.8 Grievability of Evaluations

The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

ARTICLE 36. COMPLAINT PROCEDURE

Citizens and parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding employees to the District. Parents or guardians shall be encouraged by the immediate supervisor or District administrator to present informal (oral) complaints first to the employee who

is the subject of the complaint prior to presenting any formal (written) complaint to the District. The employee shall be notified of the complaint as soon as possible after its receipt by the District.

36.1 This procedure shall not apply to any complaint regarding topics covered by the uniform complaint procedure described in Board Policy 1312.3.

36.2 To promote prompt and fair resolution of complaints, the District shall implement the following procedures (described in Board Policy 1312.1 and Administrative Regulation 1312.1) when investigating and processing complaints against District employees:

36.2.1 Within five (5) duty days of receiving the written complaint, the employee is notified. The written complaint shall include:

- a. The full name of each employee involved.
- b. A brief but specific summary of the complaint and the facts surrounding it.
- c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

36.2.2 Administration responsible for investigating complaints shall attempt to resolve the complaint within thirty (30) days. Such investigation shall include a conference with the employee and may include a District representative and the employee's representative. The employee shall be given a copy of the complaint and any investigation record to be filed. The employee has ten (10) working days to respond in the way of comment, explanation, and or presentation of facts to his or her immediate supervisor or to the Assistant Superintendent for Human Resources, or designee:

- a. The employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent/designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within thirty (30) days. The employee should consider and accept the Superintendent/designee's decision as final. However, the employee may ask to address the Board regarding the complaint.

- b. Before any Board consideration of a complaint, the Superintendent/designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - (1) The full name of each employee involved.
 - (2) A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the employee to prepare a response.
 - (3) A copy of the signed original complaint.
 - (4) A summary of the action taken by the Superintendent/designee, together with his/her specific finding that the problem has not been resolved and the reasons.
 - c. The Board may uphold the Superintendent's decision without hearing the complaint.
 - d. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
 - e. A Closed Session may be held to hear the complaint in accordance with law.
- 36.3 Any complaint of child abuse or neglect alleged against a District employee shall be reported to the appropriate local agencies in accordance with law, Board Policy, and Administrative Regulation (cf 2141.4-Child Abuse and Neglect).
- 36.4 No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained. A record of a complaint shall be kept only if it is factual and reasonably related to the employee's job description.
- 36.5 If not appended as support of a discipline pursuant to Article 38 or to a summary evaluation pursuant to Article 35, a record of complaint shall be removed from an employee's personnel file after three years at the written request of the employee.
- 36.6 An employee shall, pursuant to Article 37, have the right to respond to any derogatory material placed in his or her personnel file and to have said response attached to the derogatory entry.

- 36.7 Anonymous complaints shall not be subject to this process by the District.

ARTICLE 37. PERSONNEL FILES

- 37.1 Personnel files mean those files maintained and located in the District Human Resources Office. Employees shall have the right to review documents contained in their personnel files, except for pre-employment information that is to be held confidential.
- 37.2 No material derogatory to a current employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee will have the opportunity to:
- 37.2.1 Review the material. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
 - 37.2.2 Initial and date the material.
 - 37.2.3 Attach a written response to the material.
- 37.3 Any material that is proven to be false shall be removed from the file following investigation. The failure to remove material may be the subject of a grievance so long as the employee first makes a good faith effort to prove that the material is false.
- 37.4 Upon written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of non-confidential copies of materials in the employee's personnel file.
- 37.5 Documents that require a signature of the person or persons who draft and/or place material in an employee's personnel file shall be signed and dated.
- 37.6 Access to personnel files shall be limited to persons designated by the District on a need-to-know basis or need to include additional materials. The contents of all personnel files shall be kept in the strictest confidence.
- 37.7 Whenever a personnel file is reviewed, an authorized representative of the Human Resources Office shall be present to monitor the safekeeping of its contents.

ARTICLE 38. EMPLOYEE DISCIPLINE

This article was entered into pursuant to Section 3543.23(b) of the Government Code. This Article does not include the termination of any permanent employee

or temporary employee, and does not include the implementation of Sections 44939, 44940, 44941 and 44942 of the Education Code and any amendments to those sections or successor laws to those sections.

- 38.1 An employee in the bargaining unit may be disciplined by the District only for just cause. The District shall utilize progressive discipline except in cases where a more severe form of discipline is warranted. The term "discipline" shall mean, except for 38.8, a verbal warning, a written warning, a written reprimand, a notice of unprofessional conduct, suspension without pay for up to and including fifteen days and loss of extra compensation. A verbal and/or written reprimand will normally precede a suspension without pay. A suspension without pay is intended to provide for an intermediate form of discipline. The term "discipline" specifically does not include adverse or negative evaluations, directives and the implementation of other Articles in the Agreement such as the denial of any leave.

Verbal Warning: A verbal warning may result in a written conference summary. The employee has the right to provide a written response to be attached to the conference summary within ten (10) duty days of receipt. This conference summary will not be included in the employee's personnel file unless it is used to substantiate further disciplinary action.

Written Warning: A written warning may be issued when the verbal warning fails to result in the meeting of the stated expectations/directives. The employee has the right to provide a written response to be attached to the written warning within ten (10) days of receipt.

Written Reprimand: Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the employee has been verbally warned about similar actions. The employee has the right to provide a written response to be attached to the written reprimand within ten (10) duty days of receipt.

- 38.2 Prior to the taking of suspension without pay, the Superintendent or designee shall give written notice to the employee. This written notice of proposed action shall be served by mail or personal delivery to the employee at least ten (10) calendar days prior to the date when suspension without pay may be imposed. In cases where it is deemed appropriate by the Superintendent or designee to remove the employee immediately, the employee shall not lose compensation prior to the date when the suspension without pay may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served. Upon written request from the employee within ten (10) calendar days of the service of the written notice herein, the Superintendent or designee shall not implement the suspension without pay until the final decision is rendered in the Grievance Procedure or by a hearing officer.

except in cases of serious misconduct, or the employee is scheduled to terminate employment prior to the final decision.

38.3 The written notice of proposed suspension without pay shall be served by personal delivery or by certified mail. Service by mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

38.3.1 A statement identifying the District.

38.3.2 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed suspension without pay is based.

38.3.3 The specific suspension without pay proposed and effective date(s).

38.3.4 The cause(s) or reason(s) for the specific suspension without pay proposed.

38.3.5 A copy of the applicable regulation(s) where it is claimed a violation of the regulation(s) took place.

38.3.6 A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.

38.3.7 A statement that the employee, upon request, is entitled to appear personally before the Superintendent of Schools or his or her designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

38.3.8 A statement that the employee shall have a right to be represented by counsel or other representation upon request and a statement that the Association has not been sent a copy of the notice.

38.3.9 A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing office before the suspension without pay is final. The statement shall indicate that the proposed suspension without pay may commence after the

ten (10) calendar days following the date the written notice was served unless the employee makes a written demand within ten (10) calendar days following the date the written notice was served indicating that the Superintendent or designee should not implement the suspension without pay until the first decision is rendered in the Grievance Procedure or by a hearing officer except in cases of serious misconduct, or the employee is scheduled to terminate employment prior to the final decision. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such hearing is delivered to the Superintendent of Schools within ten (10) calendar days after the date the written notice of proposed suspension without pay was served.

- 38.4 The employee shall receive a full evidentiary hearing on the proposed suspension without pay if a written demand for such hearing is delivered to the Superintendent within ten (10) calendar days of the proposed suspension without pay. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired. By demanding a hearing, the employee waives all rights under the grievance procedure in this Agreement. An employee may waive rights to a hearing under this article, but file a grievance under the Grievance Procedure, Article 7.
- 38.5 The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such hearings shall take place within a reasonable period of time, but not before five (5) calendar days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer. The employee shall have a right to appear in person on his or her behalf, with counsel or such representation as he or she requests to represent his defense.
- 38.6 The hearing officer shall conduct the hearing and shall rule on questions, evidence and procedure. Either party may call witnesses, introduce evidence, testify, and question witnesses. The District has the burden of proof and shall first present evidence and testimony. Normal procedures shall be followed, i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party. Hearings will be recorded at the request of either party. All costs for the hearing except any fees of legal counsel for either party, including the services of the hearing officer, as well as any costs associated with the production of a record of the hearing, shall be borne entirely by the losing party, except in any case where there is a split decision by the hearing officer, at which time the hearing officer shall determine the

apportionment of expenses to be borne by each party. In any case involving Article 38.8 where the hearing officer does not recommend the Board of Education take action to discipline the employee, and the Board does so notwithstanding the recommendation, then the Board shall bear the cost of the hearing except for any fees of legal counsel or other representative.

- 38.7 The decision of the hearing officer shall be in writing summarizing the facts, setting forth findings and making a decision which shall be final and binding on the District, and the employee, and the Association if the Association participates in the hearing.
- 38.8 With respect to probationary employees, the following provisions shall apply:
- 38.8.1 The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) workdays under Education Code section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that might be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:
- a. Unsatisfactory performance determined pursuant to the Stull Act (Education Code sections 44660, et seq.);
 - b. Cause, as defined in Education Code section 44932.
- 38.8.2 The Superintendent or designee shall give thirty (30) days' prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Section 36.3. 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.
- 38.8.3 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Board of Education a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from the receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in section 38.6 shall constitute the hearing on the dismissal or suspension; however, the hearing

officer's decision shall constitute a recommendation to the Board of Education and shall be advisory only.

ARTICLE 39. HALF-TIME EMPLOYMENT

- 39.1 Half-time employment may be requested by an employee through written application and granted at the discretion of the District.
- 39.2 An employee who agrees to a reduced load of one-half time will have the option to return to a full-time assignment the following year.
- 39.3 An employee must notify in writing the Assistant Superintendent for Human Resources no later than February 1 of the intent to continue or terminate part-time status. Any employee who terminates from his or her part-time position shall be eligible for full-time employment under the provisions of transfer.
- 39.4 An employee accepting a half-time assignment will have a salary reduced from full annual salary at his/her present class and step to one-half the annual salary at the same class and step.
- 39.5 An employee on a half-time assignment will receive sick leave and leave credit for compelling personal importance on a prorated basis.
- 39.6 The employee shall receive full District benefits for health, life, and dental insurance as though rendering full-time service.
- 39.7 Approval of the employee's request shall be predicated upon District staff requirements with consideration given to the strengths of employees so that a balanced curriculum meeting the adopted policies of the Board of Education is provided.

ARTICLE 40. PART-TIME PROGRAM SUPPORT EMPLOYEES

- 40.1 Part-time program support employees shall be defined as non-management, non-supervisory, certificated employees funded through categorical, site funds, and private sources who are employed less than half time.
- 40.2 Part-time employees shall be paid on a pro rata per diem basis and placed on the appropriate step of the current certificated salary schedule.
- 40.3 Part-time employees shall be eligible for transfer after their first school year of service, pursuant to Article 33, Transfer, for positions to be filled between March 15 and the last day of the traditional schedule instructional year.

- 40.4 Part-time employees hired pursuant to this article shall be utilized to support programs for students in addition to employees filling permanent bargaining unit positions in accordance with Article 10 of the Agreement.

ARTICLE 41. PERSONAL PROPERTY

- 41.1 The Board of Education will pay the cost of replacing or repairing property of an employee such as, but not limited to eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the employee, or vehicles and any optional equipment attached thereto, when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. The District will reimburse an employee for the loss, destruction or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to section 41.2.3. If the items are damaged beyond repair, or stolen, the actual value of such items will be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation.
- 41.2 **Payments shall be based on the following:**
- 41.2.1 No payment shall be made for any loss having a value of less than \$10.00 at the time of damage or theft nor shall any payment be made for repairs of less than \$10.00.
- 41.2.2 A written request for reimbursement for damage to property shall be filed by the employee with the Business Office, on forms provided by the District, within forty-five (45) days of the date of loss and shall be signed by the employee's immediate supervisor, principal, or department head. The Business Office shall conduct such investigation as may be necessary.
- 41.2.3 Reimbursement for loss, destruction or damage by arson, burglary or vandalism of personal property used at the schools or office is provided only when approval for the use of the personal property at the schools or office was given BEFORE the property was brought to the school or office, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property shall be listed on forms provided by the District and on file in the Risk Management Office prior to loss. It is the unit member's responsibility to update all required forms as needed. The original form filed need only be updated annually unless new items are brought in. Principals are encouraged to make every effort to release employees in order to reconstruct teacher-made materials without causing additional

cost to the District and without disrupting the educational program of children.

- 41.2.4 Reimbursement for vehicle damage shall be limited to payment for damages resulting from malicious acts of others or student-caused damage while a vehicle is being used on authorized school business or from acts while a vehicle is being used on authorized school business or while parked or driven:
 - a. On District property;
 - b. Adjacent to school or other District premises; or
 - c. On the site of authorized school District activities.
- 41.2.5 Where the claim involves a vehicle or theft of property, a report shall be made to the police. If damage is to a vehicle, the employee shall present either two estimates of the repair cost or proof of the amount deductible.
- 41.2.6 The employee must assign to the District right of subrogation to the extent of any payment made by the District. The employee shall also file a claim with his or her personal insurance carrier with a copy of said insurance claim provided for the District.
- 41.2.7 Payment shall be made by the Assistant Superintendent for Business Services within thirty (30) days.
- 41.2.8 The District will reimburse unit members an amount up to the unit member's applicable insurance deductible, should the unit member's personal property be stolen or damaged while the unit member is in the course of employment.
- 41.2.9 If the unit member has not elected to purchase insurance on the covered personal property and/or comprehensive and collision coverage for the unit member's vehicle, then the loss is not reimbursable.

ARTICLE 42. MILEAGE

- 42.1 Mileage reimbursement to employees is granted when there is prior approval from the Superintendent or designee for the following: employees who must use their automobiles in connection with their assignments and the performance of their duties, and employees who must travel between schools during their daily assignments.
- 42.2 Reimbursement shall be made at the prevailing IRS approved standard mileage rate for the maximum number of miles recognized by IRS as

business related transportation. Reimbursement shall be rendered following the employee's presentation to the Business Office a computation mileage claim once each month of service.

ARTICLE 43. NONDISCRIMINATION

- 43.1 The District and/or the Association shall not illegally discriminate against any employee on the basis of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics.
- 43.2 This provision shall be limited to those circumstances when both of the following apply:
- 43.2.1 The matter involved is one within the scope of representation under SB 160, and
- 43.2.2 The discrimination is prohibited under appropriate and applicable federal and/or state statutes.
- 43.3 No grievance shall be processed through the grievance procedure involving this provision, if any employee pursues any other available legal remedy.

ARTICLE 44. LIAISON COMMITTEE

Employees at each location may form a committee which shall, upon mutual agreement with the immediate supervisor, meet at a mutually agreed time to discuss local school problems.

ARTICLE 45. CAMP

Employee participation in camp (weekday and weekend) and camp fundraising activities shall be voluntary.

ARTICLE 46. ASSIGNMENT OF PUPILS TO CLASSES

The right to assign and the responsibilities of assigning new pupils to any employee's class rests with the District and is delegated to its administrative staff.

ARTICLE 47. SPECIAL EDUCATION

- 47.1 A Special Education Task Force will be continued to address issues related to services for students with special needs and teacher needs in support of

those students. Eight unit members (RSP (2), Itinerant RSP, Special Education Preschool, Mild/Moderate Special Education, Moderate/Severe Special Education, LSH, and Adaptive P.E.) will serve on the Special Education Task Force. Membership on the Task Force runs for one academic year though a member can be reselected yearly through the procedures discussed below.

Initially, there shall be an attempt to fill the Task Force position by having each respective stakeholder group (e.g., LSH teachers) select a desired representative. It is sufficient that such selection occur at a meeting where more than 50% of such group members are present or a survey in which more than 50% of such group members participate. If a stakeholder group is unable to select a desired representative, the District and the Association will work to ensure an alternative process for selection which seeks a knowledgeable representative of the special education stakeholder group who is responsive to the group as a whole. If the Association and the District are unable to reach such agreement on the alternative selection process, a random lottery process will be used to select among those unit members who have volunteered for the position.

- 47.2 Professional development conducted which implements the identified training needs for impacted teachers shall be conducted during the normal workday of the teachers with substitutes employed if that is necessary. A unit member may request professional development.
- 47.3 The District will assure that all LSH teachers are provided appropriate assessment materials to ensure the delivery of services to students.
- 47.4 All case managers shall be provided with four (4) release days per year of his or her choice, for preparing/writing IEPs on site. The teachers shall be provided with a substitute for these days, as necessary.

ARTICLE 48. BOARD POLICY HANDBOOK

All District Board Policies are located on the CVESD website. The policies are updated online as soon as practicable following Board approved revisions.

ARTICLE 49. SERVICE RECORD

Employees shall receive a copy of his or her District service record upon written request.

ARTICLE 50. VACANT

ARTICLE 51. HEALTH

51.1 Health Insurance

- 51.1.1 For each eligible employee, effective January 1, 2019, the District agrees to provide a maximum total contribution annually of thirteen thousand dollars (\$13,000) in twelve monthly increments of one thousand eighty-three dollars and thirty-four cents (\$1,083.34) minus the twelve monthly premium costs of employee only dental insurance, employee only vision insurance, life insurance and group salary protection to be applied to the voluntary District group medical insurance program for employees and dependents for the duration of this Agreement.

The District and Chula Vista Educators will participate in the Health Benefits Committee (HBC) with the following membership: three CVE members, one Charter teacher representative, three CVCEO (Chula Vista Classified Employees Organization) members, and three District management representatives. Participating CVE members will be selected by CVE. This committee shall operate as a consensus committee. However, each organizational group may independently select the health care provider and plans (e.g., VEBA, SISC, etc.) of their choice.

It will be the responsibility of the HBC to evaluate current brokers and providers and solicit quotes when necessary.

- 51.1.2 Employees who are absent due to illness and who have exhausted all paid leaves shall continue to be provided the opportunity to elect the District group medical insurance. Effective January 1, 2019, the District shall contribute an amount up to six thousand five hundred dollars (\$6,500) to be applied toward the twelve monthly premium of the District group medical insurance program for the period of approved leave due to illness not to exceed twelve (12) months following the exhaustion of paid leave. These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.
- 51.1.3 Retirement means withdrawal from active employment from the District with a California State Teachers' Retirement allowance. With the exception of the staff employed prior to October 1, 2007,

who shall remain eligible after five years of District benefit eligible service, employees who retire at age fifty-five or older with ten or more years of District benefit eligible service shall be eligible and may apply to have the individual employee medical insurance continued by the District. Effective January 1, 2019, the District shall contribute an amount up to the maximum of six thousand five hundred dollars (\$6,500) paid monthly at five hundred forty-one dollars and sixty-seven cents (\$541.67) to be applied toward the premium of the District group medical insurance program up to, but not including the month in which the retiree turns age sixty-five (65). These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee member shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.

51.1.4 An employee on District approved unpaid leave of absence shall have the option to remain an active participant in the District group insurance program conditioned upon the following:

- a. The employee bears the full cost of the premium.
- b. These benefits shall be conditioned upon the employee remaining eligible for said benefits. The employee submits annually a signed Certification of Eligibility confirming continued eligibility. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits.
- c. The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier.

51.2 **Dental Insurance.** For each eligible employee, the District agrees to provide a dental insurance program for the duration of this Agreement. The dental plan shall have benefits at least equivalent to the benefits provided in the Delta Preferred Benefits Option administered in 2010. The carriers and plans will be recommended by the HBC.

51.3 **Life Insurance.** For each eligible employee, the District agrees to provide a group life insurance program in the amount of \$50,000 for the duration of this Agreement. Effective July 1, 1997, the District will provide the option

for the employee to purchase, at the employee's expense, life insurance. The carriers and plans will be recommended by the HBC.

- 51.4. **Group Salary Protection.** The District agrees to provide for each eligible employee a District group salary protection plan. The carriers and plans will be recommended by the HBC and will include Standard Insurance Company among the choices.
- 51.5 **Vision Insurance.** The District agrees to provide for each eligible employee a vision plan. The vision plan shall have benefits at least equivalent to the benefits provided through CPIC Life, Group #F21102, administered by Medical Eye Services of California in 2010. The carriers and plans will be recommended by the HBC.
- 51.6 **Benefits Upon Termination of Employment.** Should an employee's employment terminate following the completion of his or her work year and before the commencement of the ensuing school year (work year) such employee shall be entitled to continued group medical, group dental and group life insurance coverage for the length of time and to the extent that the current group insurance premium has been completely paid. These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier. This provision shall not serve to limit employees who retire from any other benefits to which they might otherwise be entitled.
- 51.7 The employee shall be responsible for any premium which is in excess of the total maximum premium sum specified in 51.1.1. Any amount beyond the maximum total shall be paid by the employee through payroll deductions.
- 51.8 **Physical Examination.** Examination for tuberculosis will be required every four (4) years. The District shall not illegally require a physical nor mental examination of any employee.
- 51.9 **COBRA.** The District will comply with all federal regulations regarding COBRA.
- 51.10 **Medical Benefit Waiver.** The District agrees to provide an annual cash option of \$1,200 for those employees who elect the cash option in lieu of the medical benefit options. Per Southern California Schools VEBA requirements, effective January 1, 2016, all employees waiving coverage for the first time are not eligible for the cash option. Employees who elect

the cash option shall provide proof of current alternative medical coverage. Should an employee lose alternative coverage due to a qualifying event, he/she will be able to enroll in any one of the medical insurance options available but must enroll within thirty (30) days of the date the alternate coverage is canceled.

The HBC will examine the elimination of waivers along with other insurance related options and will develop an appropriate plan to deal with waivers.

- 51.11 The District agrees to provide employees the option of utilizing a flexible spending account (IRC 125 Plan) in conformance with state and federal regulations.

ARTICLE 52. WAGES

52.1 Salary Information

- 52.1.1 Salary schedules shall be related to accomplishment of increased professional competence gained from graduate courses and District-sponsored inservice courses, where both are consistent with the educational goals and objectives of the District, and service experience.
- 52.1.2 Warrants shall be issued subject to the rules and regulations of the County Board of Education.
- 52.1.3 The payroll period shall be defined as monthly beginning with July 1 unless changed by the County Board of Education.
- 52.1.4 The District shall, upon written request from an employee, provide a statement of the number of units that the District has on file for said employee, and shall respond within a reasonable amount of time.
- 52.1.5 All employees who serve more working days or less working days than the required number of working days for their job classification, shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days required for their job classification.

52.2 Salary Provisions

- 52.2.1 Employees shall progress according to the regulations set forth in this section.

52.2.2 The salary schedule shall be increased by three percent (3%) effective January 1, 2019. The salary schedules of all employees are set forth in Appendix F.

52.2.3 Each employee shall be granted one step on the appropriate salary schedule for each year of satisfactory continuous service within the District conditioned upon and to the extent of whichever of the following occurs first:

- a. Duration of this Contract.
- b. The Salary provision is reopened for meeting and negotiating.
- c. The maximum of a salary class is reached.

52.2.4 Employees shall be granted credit for experience by the District for placement on the appropriate salary schedule conditioned upon the following:

- a. Teaching experience outside the District, as well as former teaching in the District, will be credited up to a maximum of five (5) years. One (1) step on the salary schedule is allowed for each year of teaching. Teaching experience must have been within the ten (10) years prior to employment with the District and must be verified from previous employers giving dates of service by school year.
- b. Language, Speech, and Hearing (LSH) Specialists will be placed on a separate salary schedule that begins with the equivalent of step eight (8) on the current General Education Teachers' Salary Schedule. Each LSH will receive the \$1,000 stipend for special education teachers to be noted on the LSH Specialists Salary Schedule contained in Appendix F.

The LSH Specialist Salary Schedule allows a maximum of twelve (12) prior years' service credit for salary placement. Teaching experience whether general or special education outside the District, as well as former teaching in the District, will be credited up to a maximum of twelve (12) years. One (1) step on the salary schedule is allowed for each year of teaching including paid internships. Some portion of teaching experience must have been within the ten (10) years prior to employment with the District and must be

verified from previous employers giving dates of service by school year.

- c. Active United States military service, if performed after December 7, 1941, and prior to being employed by the District, may be allowed conditioned upon the following:
 - (1) Eighteen (18) to thirty-six (36) months of service credit for one (1) year of experience.
 - (2) Thirty-six (36) months or more of service credit for two (2) years of experience.
 - (3) A limit of two (2) years credit may be allowed within the maximum of five (5) years' experience credit listed in paragraph 52.2.4.a of this provision.
- d. The employee shall be required to file official college transcripts with the Human Resources Office in order to verify salary placement.
- e. Special Education Teachers include the following: Special Day Class, Resource Specialist Program, Occupational Therapist, and Adaptive Physical Education teachers. Special Education Teachers employed in a position which requires a Special Education Teacher's Credential will be placed on the Special Education Teachers' Salary Schedule contained in Appendix F. Qualified Special Education Teachers will receive the annual \$1,000 stipend in addition to their salary to be noted on the Special Education Teachers' Salary Schedule contained in Appendix F.

A teacher holding a Special Education Credential who voluntarily transfers to a position not requiring that credential, will be placed on the General Education Teachers' Salary Schedule. In the event that the teacher received additional credit beyond the five years of service credit allowed on the General Education Teachers' Salary Schedule, the teacher will forfeit the years awarded beyond the five-year service credit initially awarded and the Special Education annual stipend if applicable. Any teacher who is currently assigned to teach general education, but transfers to a special education position and holds a valid credential will be placed on the Special Education Teachers' Salary Schedule appropriate to the guidelines listed below.

Teaching experience whether general or special education outside the District, as well as former teaching in the District, will be credited up to a maximum of twenty (20) years. One (1) step on the salary schedule is allowed for each year of teaching including paid internships. Some portion of teaching experience must have been within the ten (10) years prior to employment with the District and must be verified from previous employers giving dates of service by school year.

- f. Effective April 1, 2016, nurses who provided nursing services outside the District in a clinic or hospital setting while the nurse held both a Bachelor of Science in Nursing degree and was a fully licensed Registered Nurse, as well as former nursing services provided in the District, will be credited up to a maximum of five (5) years for all full years of service. Nursing experience must have been within the ten (10) years prior to employment with the District and must be verified from previous employers giving dates of service by school year and licensing agencies providing proof of licensure. The employee shall be required to file official college transcripts, proof of licensure, and proof of employment to the Human Resources office in order to verify salary placement.

52.2.5 Employees do not receive salary credit for experience while on leave (except sabbatical leave or military leave) but neither do they lose their position on the salary schedule.

52.2.6 Anniversary Increments

- a. After completing sixteen (16) years of accredited service and beginning with the seventeenth (17th) year, an employee on the maximum salary step in Class 3 or higher will receive an annual increment equivalent to one step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.
- b. After completing twenty-one (21) years of accredited service and beginning with the twenty-second (22nd) year, an employee on the seventeenth (17th) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.

- c. After completing twenty-five (25) years of accredited service and beginning with the twenty-sixth (26th) year, an employee on the twenty-second (22nd) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.
- d. After completing twenty-eight (28) years of accredited service and beginning with the twenty-ninth (29th) year, an employee on the twenty-sixth (26th) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.

52.2.7 Employees shall be compensated for graduate credit beyond the Bachelor's Degree conditioned upon the following:

- a. Application for approval shall be in writing on the appropriate District form.
- b. Units and degrees accepted by the District for placement or movement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- c. An official transcript must be submitted by the employee or from the college at the request and responsibility of the employee.
- d. Credit will be accepted for upper division and graduate courses taken in a program approved for an advanced degree in Education, for a credential in Education, for any special District-sponsored inservice courses, courses expected to have the effect of improving the learning of pupils, or for courses relevant to an employee's need for increased skills and knowledge. Upper division and graduate courses in the following areas may be selected without prior approval as long as there is maintained a balance of content in those courses that are selected.

Education
Social Work

Social Sciences
Foreign Language

Physical Sciences
Life Sciences
English

History
Philosophy
Mathematics

Prior approval must be received from the Superintendent or designee for any courses not specifically listed above or for lower division and community college courses.

- e. The skills acquired in the courses are related to the employee's individual teaching goals and the District's goals and objectives.
- f. Prior approval must be received from the Superintendent or designee before any graduate course or District-sponsored inservice program not listed in 52.2.7.d may be applied toward movement on the salary schedule. Submit form 813077. If approval is denied, the employee may resubmit the request and include rationale for the need to attend the course as such course is related to the employee's specific job assignment.
- g. Nurses who earn continuing education credits which are eligible for professional relicensure and for which college credit is not granted, shall be eligible to apply these credits toward salary reclassification on the following basis: Fifteen (15) hours of continuing education to one (1) semester unit of credit.
- h. During any one calendar year for salary credit:
 - (1) No more than a total of twenty (20) semester units or thirty (30) quarter units or the equivalent in District-sponsored inservice courses will be allowed.
 - (2) No more than a total of ten (10) semester units or fifteen (15) quarter units or the equivalent in District-sponsored inservice courses will be allowed while the employee is employed on full-time duty.
 - (3) No more than six (6) semester units per semester or ten (10) quarter units, or the equivalent in District-sponsored inservice courses, per quarter will be allowed.
 - (4) This provision in no way limits the actual number of units which can be taken by an employee.

- (5) Upon approval by the Superintendent, an employee may accrue additional units for salary credit.
- (6) Reassignment to a higher classification shall become effective at the beginning of the next pay period after the new classification requirements have been met in accordance with this provision.

52.2.8 Permit teachers shall be compensated for an Associate of Arts Degree or its equivalent as determined by the District, conditioned upon the following:

- a. Application for approval shall be in writing on the appropriate District form.
- b. The Associate of Arts degree or its equivalent as determined by the District for placement or movement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- c. An official transcript must be submitted by the employee or from the college at the request and responsibility of the employee.
- d. The skills acquired in the degree are related to the permit teacher's assignment and the District's goals and objectives.
- e. Reassignment to Class II or III shall become effective at the beginning of the next pay period after the new classification requirements have been met in accordance with this provision.
- f. Class III (Associate of Arts Degree plus 30 units) shall be added for Permit Teachers.
- g. Anniversary Increment. After completing six (6) years of accredited service and beginning with the seventh (7th) year, a permit teacher on the fifth (5th) step will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.

- 52.3 In the event an employee fails to timely release a substitute upon the expiration of leave, the employee may elect at his or her option, one of the following:
- 52.3.1 One day of pay shall be deducted from the employee's pay warrant, or
 - 52.3.2 An amount equal to a substitute's daily rate of pay shall be deducted from the employee's pay warrant providing the employee performs services the entire date of the failure to timely release the substitute, or
 - 52.3.3 The employee may utilize one day of compelling personal importance leave providing such leave is earned, unused and accumulated.
- 52.4 Employees who voluntarily apply and are selected for posted employment opportunities as presenters or trainers during nonwork-nonpaid days (for example: Saturdays, summer months, intersession) are to be paid at a prorated per diem or full per diem based on Class I, Step 1 of the current teachers' salary schedule depending upon the length (hours) of the presentation or the training.
- 52.5 Employees who voluntarily apply and are selected for posted employment opportunities as curriculum writers during nonwork-nonpaid days are to be paid an hourly rate based on Class I, Step 1 of the current teachers' salary schedule. The time necessary to complete the assignment shall be determined by the District.
- 52.6 The District may schedule inservice and/or staff development during employees' nonwork-nonpaid days as long as participation by employees is strictly voluntary, there is some type of written posting or general written announcement of the opportunity to participate prior to the activity, and employees are paid at .60 of the daily rate for Step 1, Class I or one-half ($\frac{1}{2}$) of the daily rate if the activity is less than 3.5 hours.
- 52.7 **Relocation.** For those teachers required to relocate during a school year (after having already set up a classroom) the District shall provide two (2) days of substitute time made available or the amount paid a substitute. The teacher may choose between the compensation and the classroom release time. Should the relocation require a second movement during that same school year (for example, as required during modernization), there shall be another two (2) days of substitute time, or substitute pay made available. It is not intended that a teacher be free from duty on the time made available by the substitute. Except in extraordinary circumstances as determined by the Superintendent/designee or within three years of opening a school, no

teacher shall be required to relocate to a different classroom at the same site for the same grade level or for a combination class, including the same grade level for two consecutive school years.

ARTICLE 53. NO STRIKE – NO LOCKOUT

- 53.1 The Association and the Board agree that the differences between the parties hereto shall be settled by peaceful means as provided in this Agreement.
- 53.2 During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement. During the term of this Agreement, the Board of Education, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any employees covered by this Agreement. During negotiations on contract reopeners pursuant to Articles 55 and 57, this Article is not in effect. During the suspension of this Article, binding interest arbitration of reopened articles and/or issues is waived.
- 53.3 If the District believes that sick leave is being used for the purpose of work stoppage, a doctor's certificate as proof of absence may be required by the District.

ARTICLE 54. CATASTROPHIC LEAVE BANK

54.1 Creation of Catastrophic Leave Bank

- 54.1.1 The District shall establish a Catastrophic Leave Bank effective July 1, 2000. The Catastrophic Leave Bank shall be funded in accordance with the terms of Article 54.2 below.
- 54.1.2 For the purposes of this section a "day" shall be any regular contract day a unit member is expected to be on duty as determined by the terms of this Agreement.
- 54.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 54.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

54.2 Eligibility and Contributions

- 54.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank provided that the unit member has at least one (1) sick leave day to contribute.
- 54.2.2 Participation is voluntary, but requires contribution to the Bank as defined in 54.2.4. Only contributors will be permitted to withdraw from the Bank.
- 54.2.3 Contributions shall be made during the enrollment period between July 1 and the last duty day in October of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work.
- 54.2.4 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education code Section 44043.5, up to a maximum of one-half (1/2) of the unit member's annual accrual. Unit members serving in part-time assignments shall also make a minimum annual contribution of at least one (1) full day, which is the equivalent of seven (7) hours.
- 54.2.5 A unit member's eligibility for the Bank terminates automatically if she/he fails to make the required annual contribution.
- 54.2.6 The Association and the District shall meet prior to June 30 of each school year to consider the appropriateness of a waiver of the annual donation requirement for current members of the Bank, based on the total number of days accrued in the Bank and the expected utilization of those days.

54.3 Withdrawal from the Bank

- 54.3.1 Catastrophic Leave Bank participants whose accrued sick leave is exhausted may request a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, as defined, in Education Code 44043.5(1). This definition does not include workers' compensation related injuries or illnesses. A "family member" shall include all persons defined as follows: the employee's parent, child, spouse,

grandparent, grandchild, and sibling as defined by the California Labor Code, and including registered and unregistered domestic partners and any relative who has established legal residency at the same address as the employee.

- 54.3.2 Unit members must use all accrued sick leave available to them as defined in Article 15.1, but not differential leave as defined in Article 15.2, before eligible for a withdrawal from the Bank. Additionally, personal necessity leave need not be exhausted before making a request to withdrawal from the Catastrophic Leave Bank.
- 54.3.3 If a unit member is incapacitated; applications may be submitted by the participant's agent or member of the unit member's family.
- 54.3.4 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension of a withdrawal for one (1) additional twenty-duty day allotment for each catastrophic illness or injury. Catastrophic leave days not used by the unit member shall be returned to the catastrophic leave bank.
- 54.3.5 If a reoccurrence of the same illness or injury incapacitates a unit member, a request for withdrawal may be made if the unit member has returned to work for at least ninety consecutive duty days.
- 54.3.6 Participants in the Bank shall make requests for withdrawal of days to CVE and will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request for withdrawal is based on the illness or injury of a family member as defined in 54.3.1, the doctor's statement shall also indicate the need of the family member to receive care. Participants shall submit the Request for Withdrawal form and doctor's statement to the Human Resources Services and Support Division or Payroll Division. The Human Resources Services and Support Division or Payroll Division will verify that the unit member has contributed to the Catastrophic Leave Bank such that he or she is potentially eligible for withdrawal. The Human Resources Services and Support Division or Payroll Division will also determine if the unit member has made a previous withdrawal. Then the request will be sent to the CVE President or his or her designee for approval or disapproval. The request shall be considered and a decision rendered within ten (10) working days of receipt of the request.
- 54.3.7 In the event that the request is approved, the unit member making the request and the Human Resources Services and Support

Division shall be notified in writing of the approval, including the number of days to be withdrawn.

- 54.3.8 In the event that the request is denied, the unit member making the request, the President of the Association, and the Human Resources Services and Support Division shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Association representatives. The designated review committee must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the unit member within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.
- 54.3.9 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days. In such event, the District and the Association shall meet to consider a request of voluntary donations, as defined in 54.2.4, from the current participants for the purpose of replenishing the Bank. If a request is denied because of insufficient days to fund the request, the request may be reconsidered by Human Resources Services and Support Division at such time as sufficient donated days are available.
- 54.3.10 Approved withdrawals shall become effective immediately upon the exhaustion of the unit member's accrued sick leave.
- 54.3.11 The Association agrees to reimburse all District legal fees and costs incurred in defending the District, members of the Board, and/or agents of the Board, against any court action and/or administrative action challenging the legality of the catastrophic leave program and any decisions made related to a unit member's request for catastrophic leave pursuant to the procedures described above.

54.4 Administration of the Bank

- 54.4.1 The Human Resources Services and Support Division shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.
- 54.4.2 The Human Resources Services and Support Division shall provide application forms for contributions to unit members annually.

54.4.3 Representatives of the District shall meet with representatives of the Association no later than November 30 of each school year to provide the following information:

54.4.3.1 The total number of accumulated days contributed by unit member for the current year.

54.4.3.2 The names of participation unit members.

54.4.4 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

ARTICLE 55. TEACHER INDUCTION (BTSA)

55.1 The District and CVE will form a BTSA joint committee to establish rules and procedures to effect the provisions of this article provided that those rules shall be consistent with the statutory authority for the program and consistent with the current BTSA program design. The joint committee will be composed of three appointments made by CVE and three appointments made by the District. The rules and procedures established by the committee shall also be consistent with the provisions of this agreement and to the extent there is an inconsistency, the agreement will prevail.

BTSA Support Providers (SP) will provide support to beginning teacher participants in accordance with the BTSA program design. Functions performed by SP's pursuant to the BTSA program shall not constitute either management or supervisory functions.

An SP shall receive \$2,000 for each participating teacher up to a total of two. Should the SP agree to be assigned a third, the SP will receive an additional \$1,000. The committee shall determine the number of beginning teachers assigned to an SP; however, the maximum shall not exceed three (3). The term of the SP shall be two years renewable at the end of the term.

Should an SP fail to fulfill his or her roles and responsibilities, the committee may take action to remove the SP from the role with or without cause. The joint committee may remove an SP from the position at any time for performance problems. Prior to the effective date of such removal, the committee will provide the SP with a written statement of the reasons for the removal, and at the request of the committee, will meet with him or her to discuss the reasons. The performance of the SP as an SP shall not be a component of the regular evaluation and shall remain a matter between the teacher and the committee.

ARTICLE 56. COMPLETION OF NEGOTIATIONS

- 56.1 The Association acknowledges that during the negotiations which preceded this Agreement, the Association and the District had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties.
- 56.2 The Association and the District mutually agree that for the life of the Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within knowledge of contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

ARTICLE 57. SAVINGS

- 57.1 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or 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.

ARTICLE 58. MEETING AND NEGOTIATING

- 58.1 Reopeners. The Association and the District agree that either party may notify the other party regarding the reopening of negotiations for the 2019-20 school year, only for Article 51 (Health) and Article 52 (Wages). Reopeners for the 2020-21 school year will include Article 51 (Health) and Article 52 (Wages) and up to two (2) additional articles of each party's choice.
- 58.2 The Association and the District agree that either party may notify the other in writing between February 1 and March 1 of the year in which this contract expires of its request to modify, amend, or terminate the Agreement.

- 58.3 The parties agree to meet and negotiate in good faith after appropriate written notice has been received on any of these specific provisions to be terminated or modified. Pending a conclusion of the negotiations to terminate or modify any of these specific provisions, these provisions shall remain in full force and effect.

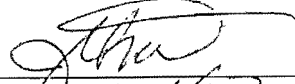
ARTICLE 59. Duration


This agreement shall be effective upon ratification and shall remain in effect until June 30, 2021. Negotiations for a successor agreement shall begin no later than October 1, 2020. The parties shall sunshine their articles for negotiations for a successor agreement no later than the January 2021 Board meeting.


Signatures:

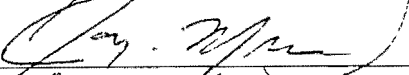
THIS AGREEMENT is signed this 29th day of August, 2018

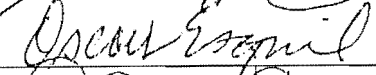
FOR THE DISTRICT:




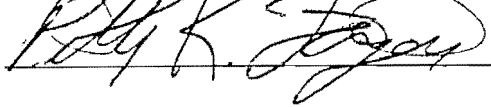




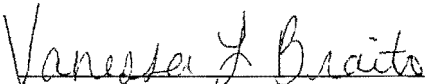


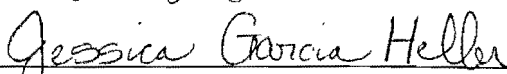





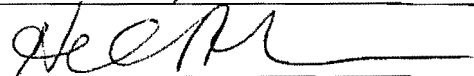


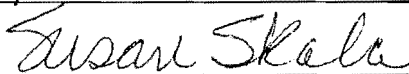
FOR THE ASSOCIATION:

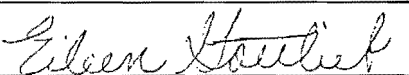


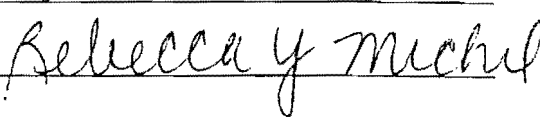












APPENDIX

CERTIFICATED GRIEVANCE REPORT FORM
LEVEL I

Grievance # _____

(To be used only after Informal Conference has been held and grievance is not resolved, or in cases where the grievance is initiated at Level II.)

Date Informal Conference Held _____

TYPE ONLY

Last Name	First Name	M.I.	Date
School/Department			Position
Principal/Supervisor			

ALLEGED ARTICLE VIOLATION:**PROPOSED REMEDY TO GRIEVANCE:**

I discussed this with my principal/supervisor on	
_____ Date (Not applicable if grievance is initiated at Level II.)	_____ Signature of Grievant

Distribution: White – Grievant	Canary – Principal/Immediate Supervisor	Golden -- Association
Pink – Superintendent	Green – Superintendent's Designee	

Attach additional sheets if necessary

CERTIFICATED GRIEVANCE REPORT FORM
LEVEL I RESPONSE

Grievance # _____

 Date Received

GRIEVANCE REVIEWED – LEVEL I

DECISION OF PRINCIPAL/SUPERVISOR, LEVEL I

Grievant Name:

Grievance Subject:

School/Department:

Signature: _____

Principal/Supervisor

Title

Date

Distribution: **White** – Grievant

Canary – Principal/Immediate Supervisor

Golden -- Association

Pink – Superintendent

Green – Superintendent's Designee

Attach additional sheets if necessary

CERTIFICATED GRIEVANCE REPORT FORM
LEVEL II

Grievance # _____

TYPE ONLY

Last Name	First Name	M.I.	Date
School/Department			Position
Principal/Supervisor			

ALLEGED ARTICLE VIOLATION:**PROPOSED REMEDY TO GRIEVANCE:**

I discussed this with my principal/supervisor on	
_____	_____
Date	Signature of Grievant

Distribution: White – Grievant	Canary – Principal/Immediate Supervisor	Golden -- Association
Pink – Superintendent	Green – Superintendent's Designee	

Attach additional sheets if necessary

CERTIFICATED GRIEVANCE REPORT FORM
LEVEL II RESPONSE

Grievance # _____

Date Received**GRIEVANCE REVIEWED – LEVEL II****DECISION OF SUPERINTENDENTS DESIGNEE****Grievant Name:****Grievance Subject:****School/Department:****Signature:** _____**Superintendent's Designee****Title****Date****Distribution: White – Grievant****Canary – Principal/Immediate Supervisor****Golden -- Association****Pink – Superintendent****Green – Superintendent's Designee**

Attach additional sheets if necessary

Chula Vista Elementary School District
INTERIM EVALUATION REPORT
(EMPLOYEES - FORM E-1)
 (For Commendation or Recommendations for Improvement)

NAME: # _____ DATE: # _____

POSITION: # _____ SITE: # _____

PERFORMANCE CRITERIA EXCEEDED, MET, OR FAILED TO MEET (DATED AND DOCUMENTED)

COMMENDATION OR RECOMMENDATION (IF RECOMMENDATION, SEE ARTICLE 35.5.4)

SPECIFIC ASSISTANCE TO BE PROVIDED (LIST TARGETED DUE DATES(S) AND EVIDENCE OF COMPLETION, IF REQUIRED BY PRINCIPAL)

SPECIFIC ASSISTANCE REQUESTED (LIST TARGETED DUE DATES(S))

EMPLOYEE RESPONSE

Copy to: Evaluatee
 Evaluator
 Human Resources Office

 Evaluatee

 Date

 Evaluator

 Date

Chula Vista Elementary School District
SUMMARY EVALUATION REPORT
(EMPLOYEES - FORM E-2)

APPENDIX B-2

NAME:	TEMPORARY <input type="checkbox"/>
JOB DESCRIPTION TITLE:	RESTRICTED <input type="checkbox"/>
LOCATION:	PROBATIONARY 1 <input type="checkbox"/>
	PROBATIONARY 2 <input type="checkbox"/>
	PERMANENT <input type="checkbox"/>
	RECOMMENDED FOR TENURE: YES <input type="checkbox"/> NO <input type="checkbox"/>

SECTION I EVALUATION COMPONENTS

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

1. PROGRESS OF STUDENTS TOWARD ESTABLISHED STANDARDS

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

2. INSTRUCTIONAL TECHNIQUES

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

3. ADHERENCE TO DISTRICT CURRICULUM

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

4. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT WITHIN THE SCOPE OF THE EMPLOYEE'S RESPONSIBILITY

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES AND RESPONSIBILITIES

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

6. PROFESSIONAL RELATIONSHIPS WITH STUDENTS, PARENTS, COLLEAGUES

EVALUATOR COMMENTS:

UNSATISFACTORY ☐ REQUIRES IMPROVEMENT ☐ EFFECTIVE ☐

7. ACHIEVEMENT OF OBJECTIVES (IF APPLICABLE)

EVALUATOR COMMENTS:

II. ANY SUMMARY SECTION WHICH INDICATES IMPROVEMENT IS NEEDED MUST BE COMMENTED UPON BY THE EVALUATOR(S) USING FORM E1 AS USED DURING THE MONITORING PERIOD AND ATTACHING THE FORM HERETO.

CHECK IF INFORMATION IS ATTACHED ☐

III. OVERALL EVALUATION SUMMARY STATEMENT
CHECK IF INFORMATION IS ATTACHED BY EVALUATOR(S) ☐

IV. EVALUATEE COMMENTS:

CHECK IF INFORMATION IS ATTACHED ☐

EVALUATEE

DATE

EVALUATOR

DATE

The evaluatee will sign and return the form within 10 working days of its receipt. The signature of the evaluatee is an indication the evaluation has been read and that discussion has taken place but does not constitute endorsement of the evaluation. The evaluatee shall have thirty (30) days to file a written response which shall be attached to the form. If this report is challenged on the basis that the facts presented are not true, this form will not be made a part of the evaluatee's file until a report has been made as to the veracity of those facts. The grievability of this process shall be as specified in Article 35.8.

Due date: Not less than 30 calendar days before the end of the employee's school year.

Copies to: Evaluatee
Evaluator
Personnel Office

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT
PLAN FOR THE IMPROVEMENT OF LEARNING (OPTIONAL)
(EMPLOYEES - FORM O)**

SINCE LEVELS OF EXPECTANCY ARE CONTAINED IN THE EMPLOYEE JOB DESCRIPTION, SCHOOL SITE PLAN, STATE FRAMEWORKS AND DISTRICT ADOPTED CURRICULUM, REFERENCE SHOULD BE MADE TO THEM WHEN FORMULATING SPECIFIC OBJECTIVES FOR THE COMING YEAR.

NAME	SITE
POSITION	GRADE LEVEL

**I. INSTRUCTIONAL OBJECTIVES AND STANDARDS OF EXPECTED STUDENT LEARNING
(WHAT DO YOU EXPECT YOUR STUDENTS TO ACHIEVE?)**

--

EVIDENCE OF ACHIEVEMENT

(WHAT EVIDENCE WILL YOU PRESENT TO SHOW YOU HAVE ACHIEVED YOUR OBJECTIVE(S)?)

--

PROGRESS

(INCLUDING ASSESSMENT TECHNIQUES)

--

Form E-1 Used ☐

Yes (If preliminary data identifies area(s) that need improvement, a report will be made on Form E-1 by the evaluator.

PLAN FOR THE IMPROVEMENT OF LEARNING (OPTIONAL)
(EMPLOYEES - FORM O)

II. CONTROL AND THE LEARNING ENVIRONMENT

EVIDENCE OF ACHIEVEMENT
 (WHAT EVIDENCE WILL YOU PRESENT TO SHOW YOU HAVE ACHIEVED YOUR OBJECTIVE(S)?)

PROGRESS (INCLUDING ASSESSMENT TECHNIQUES)

Form E-1 Used ☐ Yes (If preliminary data identifies area(s) that need improvement, a report will be made on Form E-1 by the evaluator.

PLAN FOR THE IMPROVEMENT OF LEARNING (OPTIONAL)
(EMPLOYEES - FORM O)

III. OTHER RELATED RESPONSIBILITIES

EVIDENCE OF ACHIEVEMENT
 (WHAT EVIDENCE WILL YOU PRESENT TO SHOW YOU HAVE ACHIEVED YOUR OBJECTIVE(S)?)

PROGRESS
 (INCLUDING ASSESSMENT TECHNIQUES)

 EVALUATOR

 DATE

 EVALUATOR

 DATE

Form E-1 Used ☐ Yes (If preliminary data identifies area(s) that need improvement, a report will be made on Form E-1 by the evaluator.

APPENDIX C-1

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> PERSONAL
NECESSITY

REASON: _____

_____ | <input type="checkbox"/> COMPELLING
PERSONAL
IMPORTANCE

<input type="checkbox"/> <i>It is beyond my ability
to schedule outside of
working hours</i> | <input type="checkbox"/> BEREAVEMENT

Relationship: _____

In excess of 200 miles
(one way)?

<input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> JUDICIAL

<input type="checkbox"/> JURY DUTY

<input type="checkbox"/> SUBPOENAED:
NONPARTY
WITNESS.

<input type="checkbox"/> GOVERNMENT
OFFICIAL ORDER.

<input type="checkbox"/> ATTACHED -
PROOF OF
NECESSITY. |
|--|--|--|--|

99

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

REQUEST FOR REDUCTION OF CONTRACT DAYS

[Prepare in triplicate and send all copies to the Human Resources Department]

I request my contract be reduced by _____ days for the _____ school year. This reduction is to start on _____ and continue through _____.

I understand that there will be a reduction in my salary at the daily rate on which my contract is based for each day my contract has been reduced.

PRINT OR TYPE NAME OF EMPLOYEE

POSITION

LOCATION

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

DATE

PAYROLL DEPARTMENT

DATE

Original - Payroll
Copy 1 - Employee
Copy 2 - Personnel File

CVESD/A130(35)/REV. 2/95

NURSE ASSIGNMENT PROCEDURES

The following procedures shall be utilized for the assignment of nurses:

1. The staffing formula criteria shall be:
 - a. Total school population
 - b. Percentage of free and reduced lunches
 - c. Number of kindergarten/first grade students
 - d. Number of special education students
2. The formula for the duration of this Agreement and the school allocation for shall be in accordance with the attached.
3. The school allocations shall be posted by May 30. Nurses not in residence will be notified by certified mail. Nurses shall be able to keep their existing assignments within the constraints of the next year's school allocations. Any nurse assigned to year-round and traditional schedules shall submit his or her schedule to his or her immediate supervisors within one (1) week of the beginning of school, and any deviation shall be approved by the immediate supervisors involved.

On the second Thursday in June, the nurses, including the nursing supervisor and/or designee and an Association representative shall meet to determine assignments for the following year. Any nurse unable to attend the meeting may notify the District of his or her inability to attend. The nurse may indicate the preference for assignment the following year or select an employee to represent him or her at the meeting to designate his or her preference.

4. Assignments for the following year shall be made as follows:
 - a. Nurses' current assignments shall be listed on the Board (#1-13) according to seniority with next year's allocations.
 - b. Each nurse, by seniority, will designate schools he or she wishes to retain that fit within his or her time allocation. Any assignments relinquished shall be placed on the open assignment list.
 - c. Nurses, by seniority, will choose from the open assignment list a school(s) that completes his or her time allocation.
5. Site(s) chosen by each nurse at the meeting shall be his or her assignment for the following year. The District shall notify each nurse in writing within five (5) days of the meeting.

CRITERIA FOR ASSIGNMENT OF NURSES

The following was established as criteria for assignment of nurses to individual schools:

1. Total enrollment of school to nearest 100 plus preschool
2. Number of kindergarten and first grade students
3. Number of special education students
4. Percentage of students on free and reduced price lunches

Kindergarten and Grade 1 Enrollment				Number of Special Education Students				Percentage of Students on Free & Reduced Lunches			
1	to	124	= 0	0	to	16	= 0.0	0	to	9	= 0
125	to	180	= 1	17	to	26	= 1.5	10	to	19	= 1
181	to	254	= 1.5	27	to	36	= 2.0	20	to	29	= 2
255	to	358	= 2	37	to	46	= 2.5	30	to	39	= 3
359	to	504	= 2.5	47	to	56	= 3.0	40	to	49	= 4
				57	to	66	= 3.5	50	to	59	= 5
				67	to	76	= 4.0	60	to	69	= 6
				77	to	86	= 4.5	70	to	79	= 7
				87	to	96	= 5.0	80	to	89	= 8
				97	to	106	= 5.5	90	to	99	= 9
				107	to	116	= 6.0				
				117	to	126	= 6.5				
				127	to	136	= 7.0				
				137	to	146	= 7.5				
				147	to	156	= 8.0				
				157	to	166	= 8.5				
				167	to	176	= 9.0				
				177	to	186	= 9.5				

The factors are added together to determine time assignments for schools in the following formula:

1.0	to	4.9	=	.5	days per week
5.0	to	7.9	=	1.0	days per week
8.0	to	10.9	=	1.5	days per week
11.0	to	13.9	=	2.0	days per week
14.0	to	16.9	=	2.5	days per week
17.0	to	19.9	=	3.0	days per week
20.0	to	22.9	=	3.5	days per week
23.0	to	25.9	=	4.0	days per week

Because of significant changes occurring on a yearly basis in some schools, the factors may need to be refigured each year.

Chula Vista Elementary School District

2018-19

APPENDIX F-1

TEACHERS' SALARY SCHEDULE

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	51,655	** 51,655	** 51,655	** 51,655	** 54,625	57,599
2	51,655	** 51,655	** 51,796	54,129	57,106	60,078
3	51,655	** 51,796	54,224	56,646	59,668	62,688
4	51,655	** 54,129	56,646	59,167	62,278	65,396
5	53,862	56,456	59,069	61,688	64,892	68,096
6	56,106	58,807	61,496	64,199	67,502	70,798
7	58,339	61,128	63,934	66,723	70,111	73,501
8	60,589	63,472	66,363	69,246	72,719	76,192
9	62,834	65,816	68,794	71,746	75,321	78,895
10	65,076	68,141	71,201	74,272	77,932	81,591
11	65,076	70,481	73,625	76,796	80,548	84,294
12	65,076	70,481	76,063	79,315	83,156	87,000
13	65,076	70,481	76,063	81,829	85,767	89,703
14	65,076	70,481	76,063	81,829	87,114	92,400
15	65,076	70,481	76,063	81,829	87,114	92,400
16	65,076	70,481	76,063	81,829	87,114	92,400
17	Anniversary Increment I		79,005	84,870	90,241	95,621
18			79,005	84,870	90,241	95,621
19			79,005	84,870	90,241	95,621
20			79,005	84,870	90,241	95,621
21			79,005	84,870	90,241	95,621
22	Anniversary Increment II		81,511	87,472	92,940	98,406
23			81,511	87,472	92,940	98,406
24			81,511	87,472	92,940	98,406
25			81,511	87,472	92,940	98,406
26	Anniversary Increment III		84,093	90,143	95,711	101,274
27			84,093	90,143	95,711	101,274
28			84,093	90,143	95,711	101,274
29	Anniversary Increment IV		86,199	92,397	98,103	103,806

Class I	Bachelor's Degree
Class II	Bachelor's Degree & 15 Semester Units
Class III	Bachelor's Degree & 30 Semester Units
Class IV	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class V	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class VI	Bachelor's Degree & 60 Semester Units with Master's Degree

** Per Education Code Section 45023.4 (Implemented July 1, 1985)
No. workdays: 185
Hrs. per day: 7

- Note: The Chula Vista Elementary School District allows a maximum of five (5) years teaching for salary credit. Experience must have been within the ten (10) years prior to employment.

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)
Effective: January 1, 2019

Chula Vista Elementary School District
2018-19
Permit Teachers' Salary Schedule
Daily

<u>Class I (7 Hours)</u>		<u>Class I (8 Hours)</u>	
<u>Step</u>	<u>Daily</u>	<u>Step</u>	<u>Daily</u>
1	160.91	1	183.89
2	168.91	2	193.04
3	177.67	3	203.07
4	186.50	4	213.14
5	195.45	5	223.37
Anniversary Increment (7)	206.50	Anniversary Increment (7)	235.99
<u>Class II (7 Hours)</u>		<u>Class II (8 Hours)</u>	
<u>Step</u>		<u>Step</u>	
1	167.40	1	191.31
2	175.66	2	200.77
3	184.87	3	211.28
4	193.92	4	221.58
5	203.24	5	232.28
Anniversary Increment (7)	214.67	Anniversary Increment (7)	245.34
<u>Class III (7hours)</u>		<u>Class III (8 Hours)</u>	
<u>Step</u>		<u>Step</u>	
1	174.07	1	198.95
2	182.74	2	208.83
3	192.28	3	219.75
4	201.69	4	230.50
5	211.38	5	241.52
Anniversary Increment (7)	223.24	Anniversary Increment (7)	255.13
<u>Class IV (7hours)</u>		<u>Class IV (8 Hours)</u>	
<u>Step</u>		<u>Step</u>	
1	181.02	1	206.91
2	190.05	2	217.18
3	199.96	3	228.54
4	209.76	4	239.72
5	219.84	5	251.18
Anniversary Increment (7)	232.17	Anniversary Increment (7)	265.33

No. workdays: 185 days

Class I Permit Teacher Certificate

Class II Associate of Arts Degree or its equivalent as determined by the district

Class III Associate of Arts Degree plus 30 units

Class IV Bachelor of Arts Degree or its equivalent as determined by the district

Anniversary Increment (7): After completion of 6 years on the Permit Teacher Salary Schedule, you will receive a longevity increase.

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)

Effective: January 1, 2019

Chula Vista Elementary School District
2018-19
Summer School and Extended Year Teachers' Salary Schedule

Step	Daily					
	Class I	Class II	Class III	Class IV	Class V	Class VI
1	209.87	220.32	230.80	241.35	252.57	263.76
2	220.32	231.29	242.17	253.09	264.20	275.28
3	230.80	242.17	253.51	264.82	276.17	287.50
4	241.35	253.09	264.82	276.63	288.34	300.16
5	251.78	263.93	276.22	288.31	300.54	312.81
6	262.25	274.98	287.50	300.16	312.79	325.43
7	272.81	285.80	298.89	311.86	324.97	338.07
8	283.45	296.72	310.27	323.72	337.17	350.60
9	293.77	307.69	321.59	335.48	349.39	363.31
10	304.29	318.64	332.90	347.20	361.53	375.89
11	304.29	329.56	344.29	359.08	373.79	388.53
12	304.29	329.56	355.67	370.87	386.05	401.16
13	304.29	329.56	355.67	382.52	398.13	413.85
14	304.29	329.56	355.67	382.52	404.47	426.42
15	304.29	329.56	355.67	382.52	404.47	426.42
16	304.29	329.56	355.67	382.52	404.47	426.42
17	Anniversary Increment I		369.08	396.48	418.88	441.24
18			369.08	396.48	418.88	441.24
19			369.08	396.48	418.88	441.24
20			369.08	396.48	418.88	441.24
21			369.08	396.48	418.88	441.24
22	Anniversary Increment II		380.77	408.62	431.38	454.15
23			380.77	408.62	431.38	454.15
24			380.77	408.62	431.38	454.15
25			380.77	408.62	431.38	454.15
26	Anniversary Increment III		392.86	421.08	444.38	467.61
27			392.86	421.08	444.38	467.61
28			392.86	421.08	444.38	467.61
29	Anniversary Increment IV		402.68	431.61	455.50	479.33
	Class I	Bachelor's Degree				
	Class II	Bachelor's Degree & 15 Semester Units				
	Class III	Bachelor's Degree & 30 Semester Units				
	Class IV	Bachelor's Degree & 45 Semester Units OR Master's Degree				
	Class V	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree				
	Class VI	Bachelor's Degree & 60 Semester Units with Master's Degree				

Hrs. per day: 7

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)
Effective: January 1, 2019

Chula Vista Elementary School District

2018-19

APPENDIX F-4

SPECIAL EDUCATION TEACHERS' SALARY SCHEDULE

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	51,655	** 51,655	** 51,655	** 51,655	** 54,625	57,599
2	51,655	** 51,655	** 51,796	54,129	57,106	60,078
3	51,655	** 51,796	54,224	56,646	59,668	62,688
4	51,655	** 54,129	56,646	59,167	62,278	65,396
5	53,862	56,456	59,069	61,688	64,892	68,096
6	56,106	58,807	61,496	64,199	67,502	70,798
7	58,339	61,128	63,934	66,723	70,111	73,501
8	60,589	63,472	66,363	69,246	72,719	76,192
9	62,834	65,816	68,794	71,746	75,321	78,895
10	65,076	68,141	71,201	74,272	77,932	81,591
11	65,076	70,481	73,625	76,796	80,548	84,294
12	65,076	70,481	76,063	79,315	83,156	87,000
13	65,076	70,481	76,063	81,829	85,767	89,703
14	65,076	70,481	76,063	81,829	87,114	92,400
15	65,076	70,481	76,063	81,829	87,114	92,400
16	65,076	70,481	76,063	81,829	87,114	92,400
17	Anniversary Increment I		79,005	84,870	90,241	95,621
18			79,005	84,870	90,241	95,621
19			79,005	84,870	90,241	95,621
20			79,005	84,870	90,241	95,621
21			79,005	84,870	90,241	95,621
22	Anniversary Increment II		81,511	87,472	92,940	98,406
23			81,511	87,472	92,940	98,406
24			81,511	87,472	92,940	98,406
25			81,511	87,472	92,940	98,406
26	Anniversary Increment III		84,093	90,143	95,711	101,274
27			84,093	90,143	95,711	101,274
28			84,093	90,143	95,711	101,274
29	Anniversary Increment IV		86,199	92,397	98,103	103,806

Class I	Bachelor's Degree
Class II	Bachelor's Degree & 15 Semester Units
Class III	Bachelor's Degree & 30 Semester Units
Class IV	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class V	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class VI	Bachelor's Degree & 60 Semester Units with Master's Degree

** Per Education Code Section 45023.4 (Implemented July 1, 1985)

No. workdays: 185

Hrs. per day: 7

- Note: The Chula Vista Elementary School District allows a maximum of five (5) years teaching for salary credit. Experience must have been within the ten (10) years prior to employment.
- Qualified Special Education Teachers receive an annual \$1,000 stipend in addition to their salary, prorated to the F.T.E.

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)

Effective: January 1, 2019

Chula Vista Elementary School District
2018-19
LANGUAGE SPEECH HEARING SPECIALIST SALARY SCHEDULE
Annual

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
1	69,246	72,719	76,192
2	71,746	75,321	78,895
3	74,272	77,932	81,591
4	76,796	80,548	84,294
5	79,315	83,156	87,000
6	81,829	85,767	89,703
7	81,829	87,114	92,400
8	81,829	87,114	92,400
9	81,829	87,114	92,400

Anniversary Increment I

<u>Step</u>			
10	84,870	90,241	95,621
11	84,870	90,241	95,621
12	84,870	90,241	95,621
13	84,870	90,241	95,621
14	84,870	90,241	95,621

Anniversary Increment II

<u>Step</u>			
15	87,472	92,940	98,406
16	87,472	92,940	98,406
17	87,472	92,940	98,406
18	87,472	92,940	98,406

Anniversary Increment III

<u>Step</u>			
19	90,143	95,711	101,274
20	90,143	95,711	101,274
21	90,143	95,711	101,274

Anniversary Increment IV

<u>Step</u>			
22	92,397	98,103	103,806

Class I	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class II	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class III	Bachelor's Degree & 60 Semester Units with Master's Degree

No. workdays: 185

Hrs. per day: 7

• Qualified Special Education Teachers receive an annual \$1,000 stipend in addition to their salary, prorated to the F.T.E.

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)

Effective: January 1, 2019

Chula Vista Elementary School District
2018-19
Summer School and Extended Year
Language Speech Hearing Specialists' Salary Schedule

<u>Step</u>	<u>Daily</u>		
	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
1	323.72	337.17	350.60
2	335.48	349.39	363.31
3	347.20	361.53	375.89
4	359.08	373.79	388.53
5	370.87	386.05	401.16
6	382.52	398.13	413.85
7	382.52	404.47	426.42
8	382.52	404.47	426.42
9	382.52	404.47	426.42

Anniversary Increment I

<u>Step</u>			
10	396.48	418.88	441.24
11	396.48	418.88	441.24
12	396.48	418.88	441.24
13	396.48	418.88	441.24
14	396.48	418.88	441.24

Anniversary Increment II

<u>Step</u>			
15	408.62	431.38	454.15
16	408.62	431.38	454.15
17	408.62	431.38	454.15
18	408.62	431.38	454.15

Anniversary Increment III

<u>Step</u>			
19	421.08	444.38	467.61
20	421.08	444.38	467.61
21	421.08	444.38	467.61

Anniversary Increment IV

<u>Step</u>			
22	431.61	455.50	479.33

Class I	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class II	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class III	Bachelor's Degree & 60 Semester Units with Master's Degree

Per Education Code Section 45023.4 (Implemented July 1, 1985)

No. workdays: 185

Hrs. per day: 7

Adopted: November 14, 2018 (with 3% COLA eff. 1/1/2019)

Effective: January 1, 2019