

Tentative Agreement
Between
Chula Vista Elementary School District
and
Chula Vista Educators
January 27, 2022

ARTICLE 52. WAGES

- 52.2.2 For the 2021-2022 and 2022-2023 school years effective July 1, 2021, all salary schedules shall be increased by 3%; all active bargaining unit members will receive a one-time 3% off schedule salary increase in recognition of the professionalism, adaptability, and resiliency of unit members in providing quality education during a pandemic.
- 52.2.3 For the 2022-2023 school years effective July 1, 2022, all salary schedules shall be increased by 2.5%; all bargaining unit members will receive a one-time 2% off schedule salary increase.

ARTICLE 51. HEALTH

Article 51 Health

- 51.1.1 For each eligible employee, effective January 1, 2022 the District agrees to provide a maximum total contribution annually of fourteen thousand five hundred dollars (\$14,500) in twelve monthly increments of one thousand two hundred eight dollars and thirty-three cents (\$1,208.33) 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.
- 51.1.2 For each eligible employee, effective January 1, 2023 the District agrees to provide a maximum total contribution annually of fifteen thousand dollars (\$15,000) in twelve monthly increments of one thousand two hundred fifty dollars (\$1250.00) 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, 2022 the District shall contribute an amount up to seven thousand, five hundred (\$7500) 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, 2022, the District shall contribute an amount up to the maximum of seven thousand, five hundred dollars (\$7500) paid monthly at six hundred twenty five dollars

(\$625) 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 shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.

ARTICLE 33. TRANSFER AND REASSIGNMENT

33.1 Definition

A transfer is defined as a change of school or administrative location.

A reassignment is defined as a change of grade level and/or instructional program assignment within the same school site.

Displaced Teacher: A displaced teacher is defined as a unit member who requires a change of school site due to a 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 shall be considered vacant for the following year.

33.2. District-Initiated Involuntary Transfer and Displacement

33.2.1 Involuntary Transfer, Displacement Process, and Transfers During the School Year

Displaced teachers will be transferred according to the following process. 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. In the event of a mid year displacement the District and Association shall consult upon a timeline for implementation of the displacement process.

a. District criteria for selecting the employee to be transferred shall be based upon the following:

(1.) Credential limitations and qualifications;

(2.) Qualifications of the adopted job description and posted specifications.

b. In the event of displacement(s) at a school site, the principal shall first seek qualified volunteer(s). 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.
Nurses will follow the same transfer procedure in this article.

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 educational program; employee will result in the best
- 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 non transfer basis. 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.

33.3.5 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.

33.3.6 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.

33.3.7 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 or Fridays for no less than six (6) calendar days and responded to in accordance to Article 33.3. The District will post vacancies on the Human Resources webpage. The District shall provide vacancy announcements to the Association, and each unit member via district email when Administrative positions, Teacher on Special Assignment, or other ESSC-based positions become available. Postings will specify the closing date for submitting application for transfer. Such posting will allow compliance with section 33.4.2 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 six (6) 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. 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.

33.4.4 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.

33.4.5 Transfer requests to vacancies shall be given first consideration prior to assignments on a non transfer basis.

33.4.6 If a voluntary transfer request is denied, the employee shall, upon written request, be provided the reasons for the denial.

33.5 Administrative 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. 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.

- b. An employee has the right to representation.
- c. 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.
- d. 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.
- e. An employee transferred under section 33.4.1 shall, upon written request, be provided the reasons for such transfer in writing.
- f. When a transfer is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.
- g. Employees who are to be transferred will be notified by June 1, except when unforeseen circumstances prevent such timely notification.

33.5.2 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.

33.6 Reassignment

33.6.1 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 three (3) 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.

33.6.2 The principal shall make a reasonable effort to ensure member teaching reassignments are created within a grade level span of three (3) years. The principal shall provide evidence of their efforts (including soliciting volunteers, consideration of past

grade level changes, recent experience in grade level) to avoid involuntary reassignments which result in a grade level change. Declining enrollment and grade level class reductions may result in the need to move assignments more than three (3) grade levels. Upon this action the principal must provide evidence, upon request, of prior efforts to fill that assignment including: soliciting volunteers, consideration of past grade level changes and experience in grade level. For combination classes, a member shall only be assigned to one of the currently taught grade levels the following year.

ARTICLE 50. PSYCHOLOGISTS

50.1 All terms and conditions expressed in the collective bargaining agreement are applicable to school psychologists except as outlined below.

50.2 School psychologists and lead school psychologists shall be paid on the salary schedule set forth in Appendix F-7 and F-8. A psychologist assigned to work summer school shall be paid the per diem rate divided by the number of hours worked.

50.3 The work year for school psychologists shall be 185 days. The work year for lead school psychologists shall be 195 days, which include the same 185 days of the school psychologists' work year, and the ten (10) additional work days shall be for District needs, consistent with their job description, as directed by the Executive Director of Special Education and Instruction or designee. The additional work days will occur during the extended breaks (e.g. fall, winter, spring, or summer break). Scheduling of these days will be mutually agreed upon by the unit member and the Executive Director of Special Education and Instruction or designee.

50.4 The workday for school psychologists shall be nine (9) hours, which consists of eight (8) work hours and one (1) hour duty free lunch.

50.5 During the 2021-22, 2022-23, and 2023-24 school years, at minimum, 1.0 full-time equivalent (FTE) school psychologist shall be staffed at each school site. Beginning in 2024-25, at minimum, the District will allocate the Full Time Equivalent (FTE) of school psychologist support to each school site based on the following formula:

- I. No site shall be allocated less than a .4 FTE of school psychologist support;
- II. For schools with student enrollment of one-thousand (1000) or higher the District will allocate an additional .2 FTE support;
- III. For schools with IEP caseloads over one-hundred and fifty (150), inclusive of open assessment plans and thirty-day (30) placements, the District will allocate an additional .4 FTE support; psychologist assignments will be determined based on this formula at the beginning of the school year.
- IV. For schools with three (3) or more Special Day Classes the District will allocate an additional .2 FTE support;
- V. The District will consult with the Association to identify high-needs schools which require an additional allocation of school psychologist support;
- VI. No psychologist shall be assigned to more than three (3) sites, with the exception of itinerant psychologist support assignments and assignments for specialized psychologists responsible for Assistive Technology, SCIA, ERMHS and bilingual assessments.

50.6 Part-time employment may be requested by a school psychologist or lead school psychologist pursuant to Article 39.1. Any current part-time school psychologist or lead school psychologist, who has tenure rights in a full-time position, may return to full-time status in accordance with the Parties' current CBA and California law.

50.7 The Parties agree to utilize the established system and evaluation tool (Appendix B-7) for any on-cycle school psychologists and lead school psychologists. Probationary and temporary psychologists shall be evaluated annually. Permanent psychologists shall be evaluated every two (2) years; however, psychologists with permanent status who have worked for the District for at least ten (10) years at the time of their most recent satisfactory evaluation shall be placed on a five (5) year evaluation cycle.

Psychologist Evaluation Summary

Name: Evaluator:
Position/Site: Date
Rating Scale: Exceeds District Standards Meets District Standards Needs Improvement Unsatisfactory
Area of Evaluation: Quality of Work Assessment Rating:
Area of Evaluation: Organization Assessment Rating:
Area of Evaluation: Communication Assessment Rating:
Next Steps School Year:

Signature Employee

Signature Evaluator

Date

Date

Appendix F-7

Psychologists 185 Work Day

Days		185
Step		
	1	85,291.55
	2	88,684.97
	3	92,099.88
	4	95,506.12
	5	98,919.87
	6	98,919.87
	7	98,919.87
	8	98,919.87
	9	98,919.87
Long 1	10	101,887.47
	11	101,887.47
	12	101,887.47
	13	101,887.47
	14	101,887.47
Long II	15	104,360.46
	16	104,360.46
	17	104,360.46
	18	104,360.46
	19	104,360.46
Long III	20	106,833.46
	21	106,833.46
	22	106,833.46
	23	106,833.46
	24	106,833.46
Long IV	25	109,306.46

Appendix F-8

Lead Psychologists 195 Work Day

	Days	195
	Step	
	1	97,056.48
	2	100,916.02
	3	104,805.25
	4	108,682.05
	5	112,564.77
	6	112,564.77
	7	112,564.77
	8	112,564.77
	9	112,564.77
Long I	10	115,941.70
	11	115,941.70
	12	115,941.70
	13	115,941.70
	14	115,941.70
Long II	15	118,755.83
	16	118,755.83
	17	118,755.83
	18	118,755.83
	19	118,755.83
Long III	20	121,569.95
	21	121,569.95
	22	121,569.95
	23	121,569.95
	24	121,569.95
Long IV	25	124,384.07

Article 58. MEETING AND NEGOTIATING

58.1 Reopeners. There are no reopeners for the duration of this agreement unless both parties mutually agree.

Article 59. DURATION

This agreement shall be effective upon ratification by both parties and shall remain in effect until June 30, 2023. The parties agree to future negotiations as specified in Article 58, Meeting and Negotiating.

Signatures:

THIS AGREEMENT is signed this 27th day of January, 2022.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

MEMORANDUM OF UNDERSTANDING BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS
REGARDING EXTRA PAY FOR COMMITTEE WORK
FOR THE 2021-2023 SCHOOL YEARS
January 27, 2022

The Chula Vista Elementary School District (“District”) and Chula Vista Educators (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the ongoing issues related to necessary committee work during the COVID-19 pandemic that may impact substitute coverage during the 2021-2022 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in negotiations for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

Effective January 1, 2021, employees who are part of committees (ILT, MTSS, DI or any other committee work that usually would have taken place during the school day) will be voluntarily participating in committee work afterschool and being compensated at a rate of \$60 (sixty dollars) an hour. Both parties recognize that due to unforeseen circumstances related to COVID-19 we need to make a mid-year decision in the best interest of staff and students.

VAPA and Impact Teachers are not part of coverage for committee members to participate during contract hours.

Both parties also acknowledge that after school committee work is voluntary. If a regular member of the committee cannot attend an after school meeting, another member may volunteer to substitute.

This MOU expires June 30th, 2023.

Chula Vista Educators Date

Chula Vista Elementary School District Date



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

*As part of the package deal to fully settle 20-21, 22-23 negotiations and Case No.
LA-CE-6630-E*

CHULA VISTA EDUCATORS, CTA/NEA

Charging Party,

v.

CHULA VISTA ELEMENTARY SCHOOL
DISTRICT,

Respondent.

Case No. LA-CE-6630-E

SETTLEMENT AGREEMENT

RECITALS

- A. On April 30, 2021, the Chula Vista Educators, CTA/NEA (Charging Party or Association) filed the above-referenced unfair practice charge (UPC) with the Public Employment Relations Board (PERB or Board).
- B. The UPC alleged that the Chula Vista Elementary School District (District or Respondent) violated the Educational Employment Relations Act (EERA)¹ by assigning teachers to a hybrid or distance learning model during the 2020-21 school year and failing to adequately respond to Charging Party's requests for information regarding teacher assignments.
- C. On December 20, 2021, PERB issued a complaint alleging violations EERA. On January 10, 2022, the District filed an answer to the complaint that asserted affirmative defenses and which denied liability for EERA violations.
- D. On January 21, 2022, Charging Party and the Respondent participated in a PERB settlement conference.

¹ EERA is codified at Government Code section 3540 et seq.

As part of package deal to fully settle 20-21, 22-23 negotiations and Case No. LA-CE-6630-E

AGREEMENT

In the interest of promoting harmonious labor relations and to avoid the uncertainty, inconvenience, and expense of litigation, the Association and the District (“the Parties”), in settlement of the above-referenced charge, agree as follows:

1. **Prep Time:** For the 2021-22, 2022-2023 school years, the District agrees that unit members will have the right to use, as self-directed preparation time, two (2) District Fridays in the 4th quarter of 2022 and an additional two (2) District Fridays in the 1st quarter of 2022-2023 school year. District Fridays are those that, pursuant to Article 8.14 of the contract, are reserved by the District for employee professional development or meetings after students are released early on Friday afternoons.

2. **Notice and Posting:** The Parties acknowledge and hereby reaffirm their mutual obligations to adhere to all aspects of the EERA in their relations with each other and unit members. This includes, but is not limited to:

- a. The District may not unilaterally change the status quo without providing the Association with notice and an opportunity to bargain.
- b. The District may not bypass the Association's appointed negotiations team and negotiate directly with unit members. This does not affect the District's right, as an employer, to otherwise communicate with its employees.
- c. The District will provide timely and good faith responses to Association requests for necessary and relevant information. If the District is unable to provide the requested information within the time or manner requested by the Association, or if the scope of the request is unclear to the District, the District will provide a timely response to the Association and the Parties will meet in good faith to obtain any necessary clarification. This does not affect the District's existing right to decline to provide requested information for any lawful grounds recognized under the EERA.

The Parties make these commitments for the purpose of improving relations with each other, and not as an explicit or implicit admission of any wrongdoing by either Party.

The District agrees to post the attached notice memorializing these commitments, at a prominent location at each school site and on its “Employment” webpage, for at least

thirty (30) consecutive calendar days, within (3) three business days after execution of this Settlement Agreement.

3. **Leave** – Educators required to take leave who did not receive a distance learning assignment and were classified as “high risk” will have restored to their leave bank any time that they took leave as a result of the District’s failure to allocate distance learning assignments by District seniority. The Parties acknowledge that the affected Educator(s) subject to restoration under this Settlement Agreement is/are limited to following individuals: **[Insert Name(s)]**

4. **Withdrawal.** The Association hereby withdraws UPC Case No. LA-CE-6630-E, with prejudice upon the Parties’ execution of this Settlement Agreement.

5. **Past Practice.** This Settlement Agreement establishes no past practice or precedent. This Agreement is unique unto its own circumstances and, as such, neither Party may cite this Settlement Agreement or its terms as precedent or practice for any purpose in the future.

6. **Settlement of Claims.** The Parties agree this Settlement Agreement fully resolves the allegations raised, and that could have been raised, in UPC Case No. LA-CE-6630-E.

7. **No Admission of Liability.** This Settlement Agreement is entered into by the Parties for the purpose of compromising and settling this matter. It does not constitute, nor shall it be construed as, an admission of liability by either Party for any purpose.

8. **Authority To Settle.** The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:

For Respondent:

Jessica Garcia Heller
Bargaining Chair

Date

Oscar Esquivel
Interim Superintendent

Date

**NOTICE TO EMPLOYEES REPRESENTED BY CHULA VISTA
EDUCATORS, CTA/NEA RE: PERB UNFAIR PRACTICE CHARGE
CASE NO. LA-CE-6630-E**

The Chula Vista Educators, CTA/NEA (Association) and the Chula Vista Elementary School District (District) acknowledge and hereby reaffirm their mutual obligation to adhere to all aspects of the Educational Employment Relations Act (“EERA”) in their relations with each other and unit members. This includes, but is not limited to:

- The District may not unilaterally change the status quo without providing the Association with notice and an opportunity to bargain.
- The District may not bypass the Association's appointed negotiations team and negotiate directly with unit members. This does not affect the District's right, as an employer, to otherwise communicate with its employees.
- The District will provide timely and good faith responses to Association requests for necessary and relevant information. If the District is unable to provide the requested information within the time or manner requested by the Association, or if the scope of the request is unclear to the District, the District will provide a timely response to the Association and the Parties will meet in good faith to obtain any necessary clarification. This does not affect the District's existing right to decline to provide requested information for any lawful grounds recognized under the EERA.

The Association and the District make these commitments for the purpose of improving relations with each other, and not as an explicit or implicit admission of any wrongdoing by either Party.

Dated: _____

A COPY OF THIS NOTICE SHALL REMAIN POSTED FOR 30 CONSECUTIVE CALENDAR DAYS.