

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHULA VISTA
ELEMENTARY SCHOOL DISTRICT AND THE CHULA VISTA EDUCATORS**

The Chula Vista Elementary School District ("District") and the Chula Vista Educators ("CVE") (collectively, "the Parties") hereby enter into this Memorandum of Understanding ("MOU") regarding doctoral stipends.

RECITALS

WHEREAS, the parties have a mutual interest in attracting and retaining highly educated and qualified employees to meet the needs of the District's students;

WHEREAS, the Parties have completed negotiations regarding stipends for bargaining unit members who possess doctoral degrees.

NOW THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true.
2. Doctoral Degree Stipends. Bargaining unit members who possess a doctoral degree shall receive an annual \$1,500 stipend. To qualify for the stipend described in this paragraph, the doctoral degree must be issued by an institution approved by the Western Association of Schools and Colleges or an equivalent accreditation organization. An official transcript must be submitted to the District by the bargaining unit member or directly to the District from the college or university at the request of the bargaining unit member. Bargaining unit members become eligible for the stipend on the date the District receives the bargaining unit member's transcript. Bargaining unit members who submit an official transcript regarding their doctoral degree following July 1 will receive a prorated stipend for that school year. For purposes of implementation of this MOU, bargaining unit members who obtained a doctoral degree prior to the full execution of this MOU and submit an official transcript to the District on or before September 30, 2020, shall receive the full \$1,500 stipend during the 2020-21 school year. No bargaining unit will receive more than one stipend under this paragraph per school year.
6. Board Approval. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.
7. Severability. If any provision of this MOU is held to be void, voidable, or unenforceable, the remaining portions of the Memorandum of Understanding shall remain in full force and effect.
8. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior

understandings, terms, or conditions, written, oral, express, or implied, are superseded by this MOU.

9. Voluntary Agreement. All Parties represent that they have read this MOU and its attachments, if any, in full and understand and voluntarily agree to all such provisions. All Parties further declare that, prior to signing this MOU, they apprised themselves of relevant data, through sources of their own private selection, including review by their own counsel, in deciding whether to execute this MOU. All parties further represent that they have, as of the date of execution of this MOU, the legal capacity to understand, agree to, and sign this MOU, and that they have not assigned any rights or claims related hereto to any third party.

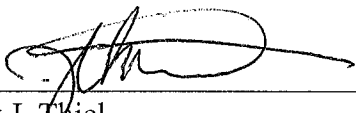
Agreed:

CHULA VISTA EDUCATORS

CHULA VISTA ELEMENTARY SCHOOL
DISTRICT



Jessica Garcia Heller
CVE Bargaining Chair



Jeffrey J. Thiel
Assistant Superintendent
Human Resources Services and Support

Date: 8-6-2020

Date: 8-6-20