Agreement Between

Chula Vista Elementary School District and Chula Vista Educators

June 2025–July 2026

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

And excluding all other certificated positions not designated including:

Academy Directors
Administrative District Psychologists
Administrators
Assistants to the Superintendent
Assistant Superintendents
Associate and Acting

Principals
Child Development Supervisors
Consultants
Coordinators
Day-to-Day Substitutes
Directors
Executive Directors
Interim Principals
Long-term Substitutes
Non-contract Hourly Employees
Principals
Program Specialists
Project Specialists
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 and email 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 the tenth (10^{th}) teacher duty day of each school year. 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 or cost to the Association 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 **Length of Released Time.** Released time must be taken in increments of no less than one-half (1/2) day per specified individual employee released.

4.2.2 **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 **Release Time – Association President**

4.3.1 The District shall employ a full-time temporary contract teacher to fill the vacancy created by the full-time release President.

4.3.2 The Chula Vista Educators shall cover the cost of a temporary teacher. The cost of the temporary teacher for the full-time release President shall be Step 5 Class III of the Teacher's Salary Schedule.

4.4 **Professional Dues Deduction**

4.4.1 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 re-solicited.

Association dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation 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).

4.4.2 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, and/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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.5 **Transmittal of Dues**

4.5.1 With respect to all sums deducted by the District pursuant to sections 4.4 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.

4.5.2 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 4.4.

4.6 **New Employee Orientations**

The District shall hold a minimum of two (2) yearly new employee orientations. The initial orientation shall be offered no later than the last week of August. Following a 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 (Emergency crisis staff meeting, student discipline follow-up). This does not include committees, staff development, trainings, 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 (2 ½). Employees may voluntarily participate in additional events. All other committee work shall be completed during the contract day or employees shall be compensated at $65.00 an hour.

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 Permit teachers may be required to work an eight (8) hour day.

8.9 New Certificated Teachers will be required to work 13 (thirteen) hours more per year paid at their per diem rate. Time to be determined in agreement with CVE.

8.10 Employees will remain on site until the safety of the students under their supervision is ensured.

8.11 Extended School Year (ESY) hours for Preschool are 4 hours per day; Preschool employees are expected to be on site 4 ½ hours per day. TK-6 ESY required hours are 5 hours 25 minutes per day. TK-6 employees are expected to be on site for 6 hours per day.

8.12 For the first two weeks of school, TK and Kindergarten will be minimum days for the purpose of transitioning students, and allowing teachers to complete one-on-one assessments.

8.13 As a safety precaution, Kindergarten dismissal shall be at least 15 minutes prior to dismissal of the rest of the school. It will be the school site's responsibility to ensure that the students are supervised.

8.14 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.

8.15 **Conferences**

8.15.1 The Friday prior to conferences will be used for conference preparation/report cards. No staff professional development meetings may be held during parent conference weeks, including both Fridays, except in circumstances where the immediate health or safety of students or staff is impacted.

8.15.2 Teachers shall only be required to conference for students on their roster or caseload during parent conference weeks.

8.16 **Minimum Days**

8.16.1 Each of the five (5) student-free duty days in the regular 185-day contract shall be split evenly, with half of each day designated for individual classroom preparation and the other half reserved for administrative time.

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

8.16.3 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.

8.16.4 A minimum of seven (7) individual preparation minimum days will occur per semester, equal to 2 quarters, as outlined in 8.14.

8.17 Upper Grade Support

8.17.1 At each school site, a committee which includes a CVE representative along with other impacted staff members shall generate a plan to address upper grade working conditions related to class size and inherent individual workload. This is to be used for individual classroom preparation time to address class size and inherent individual workload.

8.18 Dual Immersion Program Release Time

8.18.1 At each school site, the Dual Immersion (DI) team will engage in vertical articulation and instructional planning that supports the effectiveness and alignment of the Dual Immersion program across grade levels.

8.18.2 Release Time Allocation

8.18.2.a Beginning Fall 2025, the DI team shall be released twice a year to allow teachers to work on vertical articulation, language allocation, grade level and curriculum map planning, and other tasks related to the DI program.

8.18.3 Substitute Teacher Costs

8.18.3.a Beginning Fall 2025, the District agrees to cover the full cost of substitute teachers required to provide release time for all members of the DI team on the designated release day.

8.18.4 Scheduling and Notification

8.18.4.a The release day shall be scheduled in advance in coordination with school site administration to minimize disruption to instructional time.

8.18.4.b. The DI team and school site administration shall mutually agree upon the date(s) for release time.

8.18.4.c. Adequate notice shall be provided to secure substitute coverage.

8.19 **Teacher Collaboration**

8.19.1 Teacher collaboration time will be provided at each school site, including preschool, Transitional Kindergarten, and K-6 general education, and special education teachers.

8.19.1.a VAPA teachers will receive collaboration. This may include, but not be limited to, the first week of school, a release from staff meeting(s) and/or minimum days during conferences. VAPA teachers may collaborate with other teachers in similar assignments across the district and/or the site VAPA teachers.

8.19.2 Collaboration time will be divided as follows: 1/3 of the time can be utilized by principals and 2/3 of the time will be teacher directed.

8.19.2.a The 1/3 time should not directly impact the 2/3 teacher directed time.

8.19.2.b If principals do not use their 1/3 time, they cannot make up such time during subsequent collaboration sessions, unless agreed upon by grade level team. If teachers do not use their 2/3 time, they cannot make up such time during subsequent collaboration sessions, unless agreed upon by administration and grade level team.

8.19.2.c Principals are entitled to receive collaboration agendas, notes and/or summaries of topics/issues addressed during teacher-directed collaboration time.

8.20 During contract hours, the District shall provide professional development related to any adopted District wide curriculum. In the event this training does not occur during contract hours, teachers will be paid $75.00 an hour.

8.21 **Transitional Kindergarten**

As a safety precaution, TK dismissal shall be at least 15 minutes prior to dismissal of the rest of the school. It will be the school site's responsibility to ensure that the students are supervised. The District will provide appropriate curriculum; TK teachers will use their professional discretion in designing and implementing instructional activities and daily routines, with the exception of lunch and recess which will be determined in accordance with 8.12, Hours. Model instructional schedules are provided in Appendix G as a reference.

8.21.1 Transitional Kindergarten classes will follow a modified full-day schedule. The on-site work hours for TK teachers is outlined in Article 8, Hours. Article 8.11 shall extend to include Transitional Kindergarten.

8.21.2 Transitional Kindergarten teachers are entitled to prep time and collaboration time equivalent to other grade levels at the site.

8.21.3 Certificated unit members will not be responsible for the toileting or diapering needs of students.

8.21.4 The District will provide appropriate coverage to complete comprehensive one-to-one assessments to TK teachers each quarter.

8.22 Both CVE and the District understand the importance of including teacher input prior to adopting District wide curriculum.

8.22.1 CVE will have an opportunity to provide input prior to the adoption and implementation of District wide curriculum. (Article 6 Consultation)

8.22.2 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.

8.23 Unit members teaching in a middle school assignment serving in classroom teacher assignments shall have no more than six (6) class periods assigned with students and the seventh period shall be a preparation period. Each period shall be approximately fifty (50) minutes in length. If the implementation of an innovative schedule results in a different configuration, such as a block schedule, the unit member shall be guaranteed the equivalent of five (5) preparation periods per week.

8.23.1 Typically no unit member teaching in a middle school assignment shall be required to teach more than three (3) courses in a semester. However, in the event teaching a fourth course is necessary, the affected unit member shall receive an additional one hour of prep time per week. Administration must demonstrate the necessity of teaching a fourth course due to staffing and/or scheduling constraints.

8.24 The Arroyo Vista Athletic Director shall be entitled to a stipend of $600.00 per year for coaching and related duties.

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..... 3rd Monday in January
Lincoln Day .....2nd Friday in February
Washington Day..... 3rd Monday in February
Cesar Chavez Day ..... Last Friday in March
Memorial Day ..... Last Monday in May
Independence Day ..... July 4
Labor Day.....1st 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 (32^{nd}) 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).

10.3.4 Transitional Kindergarten classes will be staffed at 24:1 (students to teacher) and 12:1 (child to adult) ratio. (Ed. Code 48000) In the event enrollment in TK necessitates a combination class, the grade level span will be limited to TK-Kindergarten and will be staffed by an appropriately credentialed teacher; this is inclusive of special education classroom settings. The District will ensure necessary staffing to maintain ratio compliance.

SPED TK students may be mainstreamed into the classroom, but class size will not exceed twenty-seven (27) pupils. When the Gen Ed TK exceeds 25 TK students, for example when a SPED TK student is mainstreamed into a particular classroom at a particular time, the District will provide an additional adult for the duration of the mainstreaming.

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 Moderate/Severe Special Day Class (SDC): The District will maintain a grade level span of no more than 3 grade levels, with the exception of the ASPIRE Academy. When a classroom goes above 12 students the District will place one additional full time employee (FTE) classroom aide. Until the FTE position is filled, any teacher that goes over these ratios will receive $35.00/day. If a substitute is in place for the FTE the teacher will not be compensated for that day.

10.8 Mild/Moderate Special Day Class (SDC): The District will maintain a grade level span of no more than 3 grade levels, with the exception of the ASPIRE Academy. When a classroom goes above 15 students the District will place one additional full time employee (FTE) classroom aide. Until the FTE position is filled, any teacher that goes over these ratios will receive $35.00/day. If a substitute is in place for the FTE the teacher will not be compensated for that day.

10.9 The District will maintain a maximum caseload for Speech Language Pathologists (SLP), at fifty-five (55) students with IEPs. When caseloads go above this number a Speech and Language Instructional Aide will be provided in a reasonable amount of time.

10.10 **Upper Grade Support and Dual Immersion Support.** At each school site, a committee which includes a CVE representative along with other impacted staff members shall generate a plan to address upper grade and Dual Immersion working condition issues related to class size and inherent workload. This is to be used for individual classroom preparation time to address class size and inherent individual workload.

10.11 **Preschool SDC Language**

10.11.1 The District will maintain a maximum class size for SDC Preschool Education Specialists with a ratio of eight students to one adult (8:1, students to adults).

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. **The parties agree that the peer assistance and Peer Review Program (PAR) shall be known locally as Teachers Supporting Teachers (TST).**

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. The Committee shall refer and adhere to the Teachers Supporting Teachers Handbook.

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. 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 prorated 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 TST program shall not exceed the funds received from the state for the TST program.

(2) Developing and administering the annual budget for the expenditure of funds allocated by The State for the TST 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 TST program to the Referred (previously known as Mandatory) 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) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Joint Committee regarding the Referred (Mandatory) Participating Teacher's progress in the TST Program. Including providing names of participants not able to demonstrate satisfactory improvement after receiving three quarters of sustained assistance.

(15) Evaluating annually the impact of the TST 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 Joint Committee 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 (Mandatory) Participating Teacher is a teacher with permanent status who receives an overall rating of not met on both of the standards/elements on the summary evaluation form (35.15.2) or probationary and intern teachers who receive an overall rating of not met on three of the standards/elements on the summary evaluation form (35.17.1 and 2).

13.2.2 A Volunteer Participating Teacher is a teacher of record with permanent, probationary, temporary, or intern status who volunteers to participate in the TST program. The purpose of participation in the TST 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 TST Program at any time.

13.2.2.a TST services will be assigned to Referred (Mandatory) Participating Teachers as first priority.

13.2.3 A Referred (Mandatory) Participating Teacher may request 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 (Mandatory) Participating Teacher has the right to be represented throughout these procedures by the Association representative of their 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 TST Program. The qualifications for the Consulting Teacher shall be:

(1) A credentialed classroom teacher with permanent status, or retired credentialed classroom teacher from CVESD.

(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. If a teacher becomes an administrator, they may no longer serve 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 Compensation

13.3.6.a Current classroom teachers serving as Consulting Teachers
shall receive additional compensation beyond their regular salary as follows:

- $2,000 for each of the first two (2) Participating Teachers.
- $1,000 for a third Participating Teacher.
- The total compensation shall not exceed $5,000 per school year.

13.3.6.b Retired teachers serving as Consulting Teachers shall receive the same compensation:

- $2,000 for each of the first two (2) Participating Teachers.
- $1,000 for a third Participating Teacher.
- The total compensation shall not exceed $5,000 per school year.

13.3.6.c A current classroom consulting teacher shall have no more than 2 Referred (Mandatory) Participating Teachers concurrently.

13.3.7 Upon completion of their 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, they shall meet with the Referred (Mandatory) 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 (Mandatory) Participating Teacher to discuss the TST Program, to establish performance goals, develop a mutually agreed upon assistance plan and develop a process for determining successful completion of the TST 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 (Mandatory) Participating Teacher and shall provide, at a minimum, quarterly written reports to the Referred (Mandatory) Participating Teacher and Joint Committee for discussion and review.

13.3.14 A Referred (Mandatory) 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 (Mandatory) Participating Teacher until they conclude 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 (Mandatory) Participating Teacher's progress toward the identified objectives.

13.3.15.a A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred (Mandatory) Participating Teacher to receive their 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 they have received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee.

13.3.15.b The Referred (Mandatory) 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 (Mandatory) 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 their choice.

13.3.16 The results of the Referred (Mandatory) Participating Teacher's participation in the TST Program shall be made available for

placement in their personnel file, and may be used in the evaluation of The Referred (Mandatory) 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, Consulting Teachers, and Chula Vista Educators 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 As part of its annual notification process, the District shall electronically provide PDFs to employees with the following education code provisions related to safety:

Education Code Section 44807 (Student Discipline).

Education Code Section 48900 (Suspension).

Education Code Section 48910 (Suspension).

Education Code Section 49079 (Behavior History).

14.2 Each unit member shall be given an electronic PDF copy of the school site's student discipline procedures at the start of the school year.

14.3 Student Discipline

14.3.1 The District will follow Board Policy 5144 and Administrative Regulation 5144.1 when implementing student discipline, ensuring clear, consistent, and fair practices that prioritize student growth and success.

14.3.2 Teachers shall have the authority to enforce classroom rules and recommend consequences for student behavior in line with school and district policies.

14.3.3 The District shall provide all unit members with annual training on the District's disciplinary policies and intervention strategies to ensure consistency and alignment in addressing student behavior across all school sites. This training will include guidance on implementing the Chula Vista Elementary School District (CVESD) Discipline Process Plan and will reference the Discipline Ed Code Quick Reference Guide from the San Diego County Office of Education (SDCOE).

14.3.3.a The District will ensure that all unit members are informed of updates to disciplinary procedures, intervention strategies, and student behavior expectations. Training shall include, but is not limited to, classroom management techniques, restorative practices, and legally compliant disciplinary actions to promote a safe and supportive learning environment for both students and staff.

14.3.3.b Unit members shall be provided access to relevant discipline-related resources, including electronic and printed copies of the CVESD Discipline Process Plan and the Discipline Ed Code Quick Reference Guide (SDCOE), to support the effective and equitable application of disciplinary procedures.

14.3.3.c The District will actively seek input from unit members regarding the effectiveness of training and intervention strategies and will collaborate with educators to address safety and disciplinary concerns in a timely and transparent manner.

14.4 Student Discipline and California Education Code 48900

14.4.1 The District shall enforce California Education 48900 regarding student discipline, ensuring a safe and respectful learning environment for all.

14.4.2 Teachers have the right to refer students for disciplinary action if their behavior meets criteria outlined in Education Code 48900, including but not limited to causing physical injury, willful defiance, or possession of dangerous objects.

14.4.3 Teachers shall be notified of any administrative action taken regarding students they refer for disciplinary reasons.

14.5 Unit Member Protection

14.5.1 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 shall report these conditions to the site administrator as soon as possible. The employee may submit a written incident report. If an employee is subjected to serious bodily harm (for example: scratch, bite, hit, kick) appropriate law enforcement such as the School Resource Officer (SRO) will be called and the member may file a police report. The site administrator shall follow up with a written report (as per 14.5.4.c).

14.5.2 Unit Member's Suspension of Student From Class

14.5.2.a 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 immediately report 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.

14.5.3 Work for Students on Suspension or Students Suspended Pending Expulsion

14.5.3.a The teacher of any class from which a student is suspended may require the suspended student to complete any assignments and tests missed during the suspension (Ed. Code 48913).

14.5.4 Student Assault or Attack on Unit Member

14.5.4.a In the event that a unit member is attacked, assaulted, or

physically threatened by a student, the unit member will promptly report the incident to the site administrator. The unit member, in collaboration with the site administrator, will ensure that the situation is addressed in a way that priorities the safety and well-being of all individuals involved and may include reporting to law enforcement. If required by Education Code Sections 44014 and 48902, the incident will be reported to the appropriate law enforcement authorities by the District.

14.5.4.b 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. No certificated members shall be required to use physical restraint; when physical restraint is used, the employee shall notify the immediate supervisor immediately.

14.5.4.b.1 Certificated employees will be offered the option each school year to attend Crisis Prevention Institute Nonviolent Crisis Intervention Training (CPI).

14.5.4.b.2 All unit members shall participate in District-provided behavior-de escalation training annually.

14.5.4.b.3 Each school site shall include at least one crisis response team. Each crisis response team will include at least one of the following individuals: (1) principal or assistant principal, (2) school psychologist, (3) counselor or social worker, (4) classified staff member, and (5) certificated staff member. CVE members in those categories must volunteer to participate in the crisis response team unless they are the only CVE member within that position at the site, in which case they will be required to participate in the crisis response team. When multiple CVE members are qualified to participate in a given category, but none volunteer to do so, the participant will be selected by random lot.

14.5.4.b.3.a The District recognizes its duty to provide reasonable accommodations to qualified employees with disabling conditions

that affect their ability to fully participate in the CPI training and crisis response team activities described in 14.5.4.b.3 and agrees to convene the interactive process to discuss reasonable accommodations for those individuals when their disabling condition(s) limits their ability to participate in the CPI training and/or crisis response teams.

14.5.4.c 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.

14.5.4.d Unit members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Unit members are obligated to prepare any reports required by the District relating to such incidents. The District will investigate and respond to students or adults who abuse, assault, insult or upbraid employees. The District shall, upon request, respond to the affected unit member within ten (10) working days as to what action has been taken or is being considered by the District with respect to the incident in question.

14.5.4.e Unit members who have been attacked, assaulted, or battered, or who have been threatened with injury by someone the unit member reasonably believes is capable of inflicting such harm, shall immediately report the incident to their immediate supervisor and to appropriate law enforcement authorities if they desire. In the face of physical assaults or threats of assaults, a unit member may also call 911.

14.5.4.f 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.

14.5.5 Notification of Student Discipline History for Teacher of Record and VAPA Unit Members

14.5.5.a In accordance with Education Code Section 49079, the District will provide the teacher of record and VAPA unit members with timely information, either in writing or through the electronic student information system (e.g., TAC), about any student who has engaged in or is reasonably suspected to have engaged in behaviors outlined in Sections 48900 (excluding subdivision (h)), 48900.2, 48900.3, 48900.4, or 48900.7. This information will also include all relevant disciplinary incidents that may impact the learning environment or safety within the classroom or VAPA instructional settings. This will be done prior to the first day of instruction to ensure that educators are equipped to support students in a proactive and positive manner.

14.5.5.b Confidentiality of Information

14.5.5.b.1 Any information provided to the teacher of record or VAPA unit member under this provision will be treated with confidentiality and used solely to support a safe and respectful learning environment. This information will not be shared beyond the appropriate educational context to ensure the privacy and dignity of all students.

14.5.5.c Access to Discipline Records

14.5.5.c.1 The District shall ensure the teacher of record and VAPA unit members, regardless of the grade levels they serve (K-8), have secure access to the electronic database containing their assigned students' discipline records at the beginning of each school year. For VAPA teachers serving multiple sites or working with students from different classes, the District will provide timely updates to ensure they have accurate records for all students they instruct.

14.5.5.d Ongoing Updates

14.5.5.d.1 The District shall provide updates throughout the school year for any significant disciplinary incidents involving students assigned to the teacher of record and VAPA unit members.

14.5.6 The District shall indemnify and hold harmless from liability any unit member who performs, within the scope of her/his authority, specialized health care services. Unit members shall receive proper and adequate training in those health care services they are asked to perform. 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. Notwithstanding the above, and with the exception of nurses, no unit member will be required to perform catheterizations, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining. Nothing herein shall be interpreted as preventing a unit member from performing the health care services described herein if the unit member volunteers in writing and has received proper training from a certified specialist in these procedures.

14.5.7 No employee shall be required to lift a student without the assistance of another employee or a Hoyer lift or other similar device.

14.5.8 Reimbursement

14.5.8.a The District shall reimburse unit members for any and all damage to personal property, including repair or replacement costs, up to $1000 per unit member per year as a result of assault. The unit member shall provide receipts for repair or replacement costs prior to receiving reimbursement from the District.

14.5.9 Parent Involvement and Classroom Visits

14.5.9.a Notification Requirements

14.5.9.a.1 Parents, guardians, or community members wishing to observe a classroom must submit a written request to the site administrator within a reasonable amount of time prior to the desired observation date. The request must include the

specific date, time, and purpose of the observation.

14.5.9.b Observation Guidelines

14.5.9.b.1 Classroom observations shall generally be limited to a maximum duration of fifteen (15) minutes to minimize disruption to the learning environment, with the exception of required Independent Educational Evaluation (IEE) providers. The observation time may be adjusted as agreed upon by the teacher and site administrator.

14.5.9.b.2 Parents or guardians must be accompanied by a school administrator or designee throughout the entire observation period.

14.5.9.b.3 Observations are permitted solely for the purpose of understanding the instructional process of supporting their student's educational progress and/or behavior.

14.5.9.c Confidentiality and Conduct

14.5.9.c.1 Parents or guardians must respect the confidentiality of all students in the classroom and shall not engage in discussions with teachers, students, or staff during the observation.

14.5.9.c.2 Parents or guardians must adhere to all school policies and conduct themselves in a manner that does not disrupt the educational process.

14.5.9.d Special Considerations

14.5.9.d.1 Exceptions to these guidelines may be made on a case-by-case basis with prior approval from the site administrator and in consultation with the teacher.

14.5.10 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 his 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.

14.6 Emergency Supplies

14.6.1 The District shall provide each classroom and major work areas with first aid kits and disaster preparedness kits. The District Safety department shall determine the contents of these kits. These kits shall be updated annually.

14.7 Communication Devices for Emergencies – Telephones and Walkie Talkies at Worksites

14.7.1 Each classroom and major work areas shall have a working telephone with monitored central office intercom service and an outside line. The intercom shall be used only for emergency purposes or special announcements only. Intercoms shall be used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members.

14.7.2 To ensure immediate communication in emergencies, the District shall provide every unit member with a functional walkie-talkie or equivalent communication device.

14.7.2.a Communication devices must be tested and maintained regularly by the District to ensure reliability during emergencies.

14.7.2.b Training on the proper use of communication devices shall be provided annually.

14.8 Use of Surveillance Cameras:

14.8.1 In accordance with Education code section 51512, the District, or any third-party employed by the District, may not place any electronic listening or recording device (including surveillance cameras) in any classrooms, bathrooms, locker rooms, dressing rooms, or dedicated employee break rooms at a school site or facility.

14.8.1.a The following applies to the use of surveillance cameras at school site areas outside of a classroom.

14.8.1.b The District, or any third-party employed by the District, will not use security cameras to make audio recordings on school sites.

14.8.1.c When the District, or any third-party employed by the District, installs permanent security cameras at a school site or facility, the District shall post a sign at the site or facility to notify students, staff, and the public that video surveillance may occur.

14.8.1.d The District shall provide CVE with an annual notification detailing the location of all security cameras installed at each school site. This notification shall include a comprehensive list and map indicating the placement of security cameras at each individual site.

14.8.1.e Surveillance cameras shall not be used as de-facto time clocks.

14.8.1.f Surveillance cameras shall not be used in any observation/evaluation.

14.8.1.g Information gathered from surveillance cameras may only be utilized to enact employee discipline when there is alleged criminal activity, child abuse, or intentional misconduct endangering staff and/or students. Furthermore, the District, and any third-party employed by the District, affirms that it will not use security cameras for any purpose or in any manner in violation of Education Code 51512.

14.8.2 The primary purpose of the security cameras and related technologies are to enhance the safety of students and staff and to assist in the prevention of thefts and vandalism and not to evaluate the performance of employees or to monitor their behavior or conduct.

14.8.3 If security camera footage is being considered as evidence in an employee discipline matter, the video recordings shall be securely maintained. In the interest of due process, the employee and the Association will be notified in writing and the Association representative or employee representative shall be given access to the unedited footage as appropriate no less than forty-eight (48) hours in advance to prepare for an investigatory interview or other disciplinary proceeding. The employee will have the right to be represented in all investigatory meetings regarding alleged

misconduct unless the employee declines representation. Any discipline that may be imposed against the employee shall be in accordance with the applicable provisions of this agreement, District policy, and the Education Code.

14.8.4 The District shall inform the Association of who has access to the data and where the data is being stored.

14.9 Safe and Healthy Work Sites

14.9.1 Each school site shall have a Site Safety Committee which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues. Unit members serving on site safety committees shall receive release time or their hourly rate of pay for committee work. Site plans are expected to cover contingency plans for a wide variety of safety risks, including, but not limited to, suspicious or unwanted persons on the worksite, fire, earthquake, flood, evacuations, and emergency closures. The District Safety Committee shall provide each school site with general procedures for safety with the site committee overseeing unique site issues. The District shall consider recommendations of the Site Safety Committee. Site Safety plans shall be signed by CVE site representative.

14.9.2 The District shall adhere to the guidelines outlined in the Asbestos Hazard Emergency Response Act (AHERA) of 1986, ensuring that inspections, management plans, and response actions are conducted to protect the health of staff and students.

14.9.2.a Teachers shall be informed of the location of asbestos-containing materials (ACM) in their work areas and any plans for asbestos abatement or disturbance.

14.9.3 All unit members have the right to a safe and secure work environment. The District shall maintain a safe and healthy worksite in compliance with state and federal health and safety regulations, including those established by Cal/OSHA. Unit members who believe they are being required to perform duties that could endanger their life, safety or welfare, shall report their concerns to the site administrator. Upon receiving the report, the site administrator, in collaboration with the unit member, shall develop and implement a plan to address the concerns and ensure a safe working environment.

14.9.3.a Unit members also have the right to report unsafe working conditions without fear of retaliation or adverse consequences. The District shall act promptly to investigate and resolve any reported safety issues.

14.9.4 In event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association.

14.10 Natural Disaster/Emergency Procedures and Protections

14.10.1 Contact and Reporting Duties

14.10.1.a In the event of a natural disaster or emergency (e.g., flood, fire, earthquake, etc.) impacting a school, the District is required to promptly contact all school employees affected by the situation to inform them of their duties and confirm their report-to-work location. The District must ensure this communication is conducted in a timely manner through multiple channels, including phone calls, emails, and text messages.

14.10.2 School Evacuation Protocol

14.10.2.a The District is divided into county zones. CVESD encompasses multiple county zones under evacuation and the following procedures shall apply:

14.10.2.a.1 If CVESD enters a mandatory evacuation or evacuation warning while school is in session, staff will remain on duty to assist in safely releasing students. Early release will be offered to staff members based on the following priorities:

14.10.2.a.1.a Priority 1: Staff whose homes or family (as defined in article 18.1) reside in mandatory evacuation zones.

14.10.2.a.1.b Priority 2: Staff whose homes or family (as defined in article 18.1) reside in evacuation warning zones.

14.10.3 Member Evacuation

14.10.3.a If the evacuation extends beyond five (5) days, CVE and the District will convene to discuss additional accommodations for the member.

14.10.3.b Teachers who remain under evacuation warning but choose to continue their duties may do so. However, they are entitled to leave campus or discontinue duties immediately if their zone is upgraded to a mandatory evacuation order. A substitute will be provided to cover their duties.

14.10.4 Personal Impacts from Natural Disasters

14.10.4.a In the event that a teacher loses their primary residence to a natural disaster (e.g., fire), the teacher shall be entitled to three (3) days of paid Natural Disaster leave which will be processed as personal necessity leave not taken from their leave bank.

14.10.4.b If additional time off is required, teachers may use their accrued "personal necessity" and/or accrued "sick" days.

14.10.4.c If more time is still needed, teachers may access leave under "long-term leave" provisions as outlined in Article 21 of this contract.

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 and shall be noted on the District adopted electronic platform.

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.

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 (½) 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.**

33.1.a **Transfer:** A transfer is defined as a change of school or administrative location.

33.1.b **Reassignment:** A reassignment is defined as the change of an employee's grade level or general subject matter teaching responsibility within a school site.

33.1.c **Displaced Teacher:** A displaced teacher is defined as a unit member who will be involuntarily transferred or involuntarily reassigned 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, or for any other reason.

33.1.d **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. A vacancy at a site shall initiate the process for seeking volunteers from the affected site as per 33.2 below; any remaining vacancy(ies) at affected site will be posted for transfers.

33.1.e **Job Posting:** The District shall post all vacancies on the Human Resources webpage. Postings will include: School site, Grade level, Academic program, and a maximum of 10 District drafted qualifications and specifications. Postings will specify the closing date for submitting a transfer form for transfer. Such posting will allow compliance with section 33.4.1.

33.1.f **Transfer Form:** A transfer form for current members shall be a simple request for transfer included in Appendix H.

33.1.g **Unit Member:** A unit member shall mean any and all positions listed in Article 2.1 represented by Chula Vista Educators/CTA (CVE).

33.2 Site-Based Reassignment

33.2.1 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 seeking 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; seeking 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. In order to build capacity, a member will stay in their current grade level assignment for a minimum of two (2) consecutive years.

33.3 District-Initiated Displacement or Involuntary Transfer, and Involuntary Reassignment

33.3.1 Advance notification will be given to the employee being displaced. Such notification will be given no later than the second Wednesday of April. Following the second Wednesday of April, meetings between CVE leadership and the Assistant Superintendent that oversees Student Placement shall be convened to discuss enrollment numbers and/or potential classroom closures. As new projections are available they will be shared with CVE leadership. The District will make every reasonable effort to avoid classroom closures and displacements after the second Wednesday in April. The reasons for displacement shall be explained to the employee prior to the formal announcement of the displacement. The explanation shall be given in a personal conference by the employee's immediate supervisor; a CVE representative may be present at the request of the affected unit member. 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 conditions in 33.3.1.d.5.c below, the employee with the shortest span of service within the District will be displaced. Displaced teachers will be transferred or reassigned according to the following process:

33.3.1.a When employees are transferred it shall not be for arbitrary or capricious reasons.

33.3.1.b When employees are reassigned it shall not be for arbitrary or capricious reasons.

33.3.1.c A vacancy must be processed via the terms of Article 33.

33.3.1.d No later than the Friday, following the second Wednesday in April, each displaced teacher will be provided with a list of the current vacancies. Each displaced unit member shall select up to six (6) vacant positions ranked in order of preference #1 being most preferable. No later than the Monday following the second Wednesday in April, each displaced unit member shall provide their list to both the Assistant Superintendent of Human Resources or their designee and the President of CVE.

33.3.1.d.1 The Assistant Superintendent of Human Resources or designee and the President of CVE shall meet on the Tuesday following the second Wednesday in April, (unless a different date is agreed upon) and, using a selected random alphabet, begin placing each displaced unit member in their first-choice position.

33.3.1.d.2 Then, using the same random alphabet the parties shall place each remaining displaced unit member in their second-choice position.

33.3.1.d.3 Then, using the same random alphabet the parties shall place each remaining displaced unit member in their third-choice position. This process shall be repeated until all displaced unit members have been transferred or reassigned or their listed preferences do not match any remaining vacancies.

33.3.1.d.4 Any remaining displaced unit member(s), those whose choices did not align with vacancies, shall then be provided a list of remaining vacancies and the process shall be repeated. With mutual agreement of the parties, the number of requested positions may increase from six (6) depending on positions remaining.

33.3.1.d.5 District criteria for the displaced employee to be transferred or reassigned shall be based upon the following:

33.3.1.d.5.a Credential limitations and qualifications;

33.3.1.d.5.b Qualifications of the adopted job description and posted specifications.

33.3.1.d.5.c When two or more employees qualify with respect to the conditions above, the employee with the longest span of service in the District will be placed. In the event that employees have the same seniority date, the one with the least amount of seniority at the site gets displaced. In the event of a tie, a random drawing will be conducted by CVE and CVESD representatives.

33.3.1.e Once you have been granted your transfer request, you are no longer eligible to transfer until the following school year.

33.3.2 A minimum instruction-free duty time of at least one (1) day for closing out and one (1) additional day (at daily rate) for preparation and orientation in the receiving school shall be allowed unless extenuating circumstances prevent such provision.

33.3.2.a The District will provide transportation, boxes, and the labor to move the unit member's materials to the new assignment, or new school site. Additionally, the District shall provide transportation, boxes, and the labor to move a unit member's material to a new classroom regardless whether they were assigned or transferred.

33.3.2.b Physical facilities provided at the time of transfer are to be adequate to enable the employee to carry out his or her responsibilities.

33.3.3 All displaced teachers shall be placed no later than April 27. Nothing in this shall prohibit any displaced teacher from skipping the

displacement process and following the transfer process in section 33.4 of this article.

33.3.4 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.

33.3.5 In the event of a mid-year displacement, the above processes shall be followed except the start date for the process shall be the date a teacher(s) becomes displaced and receives a list of vacancies.

33.4 **Employee Initiated Requests for Transfer or Reassignment for the Next School Year.** Nurses will follow the same transfer procedure in this article.

33.4.1 Following the selection and/or placement of displaced teachers as noted in 33.3 above, all vacancies as they occur will be posted internally for three (3) duty days and will only be open to current District employees, which includes unit members returning from leave, until June 1. After June 1, positions will be posted Monday, Wednesday, and Friday internally for two (2) calendar days.

33.4.2 All eligible certificated employees will be permitted to submit transfer form see Appendix H, for each of the positions for which they wish to transfer or be assigned during this three (3) duty day time period or a two calendar day period after June 1. Certificated employees shall be placed in accordance to the following criteria:

33.4.2.a The employee holds a required California credential;

33.4.2.b The employee meets the qualifications of the adopted job description;

33.4.2.c The employee meets the specifications indicated for a particular vacancy.

33.4.2.d Certificated employees returning from leave who have not returned to their assignment or applied for a vacancy via the transfer process, will be placed by the District in accordance with State and Federal leave requirements.

33.4.2.e When more than one employee fills out the transfer form for the same position, the employee with the longest span of service within the school District will be transferred or assigned provided only that the employee meets the qualifications and specifications stated in the posting.

33.4.2.f Transfer requests to vacancies shall be given first consideration prior to assignments on a non-transfer basis. If a voluntary transfer request if 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.

33.4.3 Notification of Transfers

33.4.3.a When a transfer or reassignment is approved, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.

33.4.4 Unit Member Request for Administrative Transfer

33.4.4.a A unit member may file a written request to the Superintendent by April 30 for a transfer when he or she believes that the best interest of students, the District, and the employee will be served by the change in assignments for that particular employee.

33.4.4.b The administrative transfer decision lies solely within the discretion of the Superintendent.

33.4.5 Employees may only be eligible for a voluntary transfer one time per school year as per 33.3.1.e.

33.4.5.a Transfer Request Limitations

33.4.5.a.1 Employees shall be allowed to submit a request for transfer. A transfer request is defined as a transfer form see Appendix H, by an employee to change their current worksite to another within the district, including lateral or promotional positions.

33.4.5.a.2 Employees who have submitted a transfer request that has been granted within the current school year may not submit an additional request until the following school year, unless:

33.4.5.a.2.a The employee's current position has been eliminated or

significantly changed due to district reorganization.

33.4.5.a.2.b The employee is affected by an involuntary transfer or reassignment.

33.4.6.b Eligibility for Transfers

33.4.6.b.1 Permanent Employees who are currently on a formal Assistance/Improvement Plan may transfer, but the improvement plan will be carried over to the new site employee's evaluator or supervising administrator.

33.4.6.b.2 In case of a required district-wide staffing adjustment, employees on an Assistance/Improvement Plan may be considered for transfer based on the district's operational needs.

33.4.6.b.3 Employees who are in a probationary status are not Eligible to transfer mid year between sites until they have achieve permanent status within the district.

33.5 Requests for Transfer or Reassignment During the School Year

33.5.1 Vacancies that occur during the school year shall be posted online on Wednesdays or Fridays for no less than three (3) duty days and responded to in accordance to Article 33.4. The District shall post vacancies on Human Resources webpage. Such posting will allow compliance with section 33.5.3 below.

33.5.2 A transfer form for transfer or reassignment to vacancies posted during the school year shall be made within three (3) duty days of the date of the posting of the vacancy.

33.5.3 Nothing in this Article shall prevent an employee from requesting a transfer or reassignment. However, all vacancies must be posted or offered to displaced unit members in accordance with the Article. Approval by the Superintendent or designee shall be based upon the following criteria:

33.5.3.a The vacancy has been posted and remains unfilled;

33.5.3.b The employee holds a required California credential;

33.5.3.c The employee meets the qualifications of the adopted job description;

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

33.5.3.e Approval of the transfer does not restrict the District in complying with state and/or federal mandates regarding affirmative action.

33.5.4 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.

33.5.5 If a voluntary transfer request is denied, the employee shall, upon written request, be provided the reasons for the denial within 5 business days.

33.6 **Administrative Transfers and Reassignments**

33.6.1 Notwithstanding any other provision in this article, should a determination be made by the Superintendent that an involuntary administrative transfer or reassignment is reasonably necessary, such transfer or reassignment may be made by the Superintendent following a conference with the employee.

33.6.1.a An employee has the right to representation for the process described in Article 33.6.1.

33.6.1.b A list of open positions in the District will be made available to all employees being transferred or reassigned under these conditions. When a choice of positions is possible, employees may indicate an order of preference for consideration.

33.6.1.c 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.

33.6.1.d An employee transferred or reassigned under section 33.4.5 shall upon written request, be provided the reasons for such transfer in writing.

33.6.1.e When a transfer or reassignment is made, the employee and immediate supervisor(s) concerned will be notified in writing of the new assignment.

33.6.1.f The District shall agree that when employees are transferred or 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.

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.

33.7 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 certificated ESSC-based positions become available. Certificated members who are interested and qualified for the positions should submit an application.

33.8 Criteria for Determining Order of Layoff

33.8.1 In the event that a reduction in force is necessary, and multiple certificated employees share the same date of hire, the following criteria shall be applied in the priority order indicated to determine which certificated employees meet the particular needs of the Chula Vista Elementary School District (CVESD) and its students. These criteria shall be used to establish the ranking of employees for purposes of layoff decisions.

33.8.1.a Teaching Credentials – Employees holding a Preliminary, Professional Clear, or Clear Teaching Credential shall receive one (1) point for each credential held.

33.8.1.b Special Education Credentials – Employees holding a Preliminary, Professional Clear, or Clear Teaching Credential that authorizes service in Special Education classes shall receive one (1) point for each such credential. Employees may receive multiple points if they hold multiple Special Education credentials.

33.8.1.c Bilingual Credentials and Certificates – Employees holding a Multiple Subject Teaching Credential with a Bilingual Cross-Cultural Language and Academic Development (BCLAD) authorization, a Bilingual Emphasis Credential, a Bilingual Specialist Credential, a BCLAD Certificate, a Bilingual Certificate of Competence (BCC), or a Dual Language Certificate shall receive one (1) point for each such credential or certificate. Employees may receive multiple points if they hold multiple bilingual credentials/certificates.

33.8.1.d Transitional Kindergarten (TK) Certification – Employees holding an early childhood certification or credential authorizing service in Transitional Kindergarten (TK) shall receive one (1) point.

33.8.1.e College Units Beyond Bachelor's Degree and Master's Degree – Employees shall receive one (1) point for every 15 semester units (or equivalent quarter units) earned beyond a bachelor's degree. Employees shall receive an additional one (1) point for holding a Master's degree in Education or another related field.

33.8.1.f Tie-Breaking Procedure – If a tie remains after applying the above criteria, the tie shall be resolved by a random lottery. Each affected employee shall draw a number, with the highest number(s) drawn chosen for layoff. This process shall continue until all remaining tied employees are ranked.

33.8.1.g Assignment Requirement for Retained Employees – Employees who are retained due to points earned under Sections 2 (Special Education Credentials), 3 (Bilingual Credentials and Certificates), or 4 (Transitional Kindergarten Certification) must accept an assignment in

which they will actively utilize the credential or certificate for which they received points. However, employees may choose to forgo the assignment requirement, in which case the corresponding point(s) shall be removed from their total.

33.8.2 This process ensures that staffing decisions align with the Instructional priorities of CVESD, while also providing a fair and transparent method for determining order of layoff.

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 fifty percent (50%) of the positions without reference to provisions of Article 33, Transfer.

34.4.2 The next fifty percent (50%) shall be filled in compliance with the seniority requirements of Article 33, Transfer.

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

ARTICLE 35. EVALUATION

It is understood and agreed by the parties, the principle objectives of evaluation are to recognize strengths, to increase teacher effectiveness through a growth mindset, to assess the implementation of effective teaching strategies and programs, and to influence decisions about continued support.

Psychologists will follow the evaluation agreed upon in Article 50.

The parties agree Counselors, Speech Language Pathologists, and other certificated unit members not otherwise outlined herein will be evaluated under this model using no more than two (2) mutually agreed upon national and/or state professional standards.

General Provisions

35.1 Probationary and temporary employees shall be evaluated annually. Permanent employees who have worked for the District for fewer than 10 years at the time of their most recent evaluation shall be evaluated every two years. Employees who have worked for the District for at least 10 years at the time of their most recent evaluation shall be evaluated at least every five years if they: (1) receive an overall rating of Met or Approaching in each of the two standards/elements on the CSTP Goal Setting Sheet and (2) the employee and the evaluator agree to the 5-year evaluation cycle. The employee and/or the evaluator may withdraw consent at any time.

35.1.a Missed deadlines or other procedural defects by the evaluator during the evaluation process shall trigger an immediate satisfactory evaluation for the evaluated permanent teacher. The District shall provide the teacher a letter stating they have a satisfactory evaluation for the school year in question and place a copy of said letter in the unit member's personnel file.

35.1.b Missed deadlines or other procedural defects by the evaluator during the evaluation process shall trigger a satisfactory evaluation for the evaluated probationary teacher. The parties understand and agree that a satisfactory evaluation for a probationary teacher does not change the District's right to timely non-reelect a probationary teacher.

35.2 All meetings related to employee evaluations shall be conducted during the employee's duty day unless mutually agreed upon between the evaluator and the employee.

35.3 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 employee believe such observations would eliminate noted deficiencies.

Scope of Evaluation: Certificated Teaching Staff

35.4 Employee Evaluation. By no later than the employee's fourteenth (14^{th}) duty day in a school year during which the employee is to be formally evaluated,

the evaluator(s) will notify the employee of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. By the fourteenth (14th) duty day, the evaluator shall provide the employee access to the following resources:

35.4.1 Self-Assessment of CSTP and Self-Assessment Guide Continuum of Teaching Practice (Standard/Element 1.4, 2.6, 3.1, 4.3, 5.4, 6.3)

35.4.2 CSTP Goal Setting Sheet

35.4.3 CSTP Rubric Observation Form

35.4.4 Summary Evaluation Form

35.4.5 Evaluation Direction Sheet

35.4.6 Evaluation Timeline

35.4.7 Employee Job Description

35.4.8 Current Core Content Standards

35.4.9 State Curricular Frameworks

35.4.10 District-Adopted Curriculum

35.5 The areas to be evaluated are based on the California Standards for the Teaching Profession and shall be limited to the following:

35.5.1 **Standard 1** Engaging and Supporting All Students in Learning. **Element 1.4** Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.

35.5.2 **Standard 2** Creating and Maintaining Effective Environments for Student Learning. **Element 2.6** Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.

35.5.3 **Standard 3** Understanding and Organizing Subject Matter for Student Learning. **Element 3.1** Demonstrates knowledge of subject matter, academic content standards, and curriculum framework.

35.5.4 **Standard 4** Planning Instruction and Designing Learning Experiences for All Students. **Element 4.3** Developing and sequencing long-term and short-term instructional plans to support student learning.

35.5.5 **Standard 5** Assessing Students for Learning. **Element 5.4** Using assessment data to establish learning goals and plans, differentiate, and modify instruction.

35.5.6 **Standard 6** Developing as a Professional Educator. **Element 6.3** Collaborating with colleagues and the broader professional community to support teacher and student learning.

35.5.7 Any employee who is not meeting standards during the previous school year or is not meeting standards during the current school year will receive an assistance plan (Assistance Plan Form).

Permanent Status Teachers

Beginning of the Year Goal Setting Meeting

35.6 Within the first six weeks of the school year, or of the employee's start date, the evaluator shall hold an initial meeting with the employee to review the The Goal Setting Sheet, and review each of the six Standard/Elements including all Possible Indicators found on CSTP Rubrics.

35.6.1 The employee shall prepare for the goal setting meeting with the evaluator by completing the initial Self-Assessment of CSTP sheet and CSTP Goal Setting Sheet.

35.6.2 The employee shall select two Standard/Elements, on which to be evaluated.

35.6.3 At the conclusion of the goal setting meeting, both the evaluator and the employee will receive a copy of the Goal Setting Sheet and CSTP Rubrics.

On-Going Monitoring

35.7 Monitoring is used to gather data in order to assist the employee in successful jo performance. All written feedback shall be documented on the CSTP Rubric Observation Forms. Student achievement data may only be used to establish learning goals and to plan, differentiate, and modify instruction. 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. Techniques for monitoring shall include, but not limited to, at least two of the following:

35.7.1 Employee-requested classroom observations for specific CSTP Goals selected.

35.7.2 Evaluator-requested classroom observations for specific CSTP Goals selected.

35.7.3 Impromptu classroom observations.

35.7.4 Video recording may be used with employee consent. (Recordings are to be used for evaluation purposes only.)

35.7.5 Other forms of monitoring mutually agreed upon.

35.7.6 The primary purpose of the security cameras and related technologies are to enhance the safety of students and staff and to assist in the prevention of thefts and vandalism and not to evaluate the performance of employees or to monitor their behavior or conduct. The District will not engage in video surveillance for arbitrary or capricious reasons. The use of security footage will not infringe on the privacy rights of unit members. This does not preclude the District from using recordings to respond to or report criminal activity.

35.8 First observation and post conversation will be held by the end of October or eight weeks from the Initial Meeting. The evaluator will provide formal written feedback to the employee using the notes section of the CSTP Rubric Observation Form. A copy of the CSTP Rubric Observation Form shall be provided to the employee at the end of each meeting.

35.8.1 Formal written feedback on the CSTP Rubric Observation Form shall be individualized to the employee, dated and will be in the form of email or written observations that provides the employee notice of the practices and behaviors observed, how it impacts students, and recommendations. The employee may respond to any written feedback. If the evaluator fails to provide written feedback within ten (10) working days, the District agrees not to use the information from that specific formal observation for summative evaluation purposes.

35.9 Prior to the end of quarter two, a second observation and post conversation will be held. If no concerns are noted the evaluator(s) may mark Met or Approaching on the CSTP Rubric Observation Form. The employee shall complete the Self-Assessment Form. Both parties will complete and sign the Summary Evaluation Form.

Continuation of Monitoring

35.10 If concerns are noted, the evaluator must document and meet with the employee to discuss concerns with the employee's performance. Concerns shall be documented, and the employee has received the formal written

feedback and support required in 35.7 and support as outlined in 35.3.

35.11 If an employee has not been marked Overall Met or Approaching by the end of the second quarter, an Assistance Plan shall be filled out (See Appendix B-10). In addition to the Assistance Plan, a third observation and post conversation is required prior to the end of February or eight weeks after the second observation and post conversation. The evaluator and employee shall review progress on the CSTP Rubric Observation Form. If the evaluator(s) marks Met or Approaching the employee fills out the End of Cycle Self-Assessment Sheet.

35.12 In the case the employee has Not Met, a fourth observation and post conversation will be held by April 30 or eight weeks after the third observation and post conversation. If no concern are noted the evaluator(s) may mark Met or Approaching on the CSTP Rubric Observation Form. The employee shall complete the End of Cycle Self-Assessment Sheet.

Conclusion of Evaluation Year

35.13 No later than thirty days prior to the end of the employee's final contracted work day, the evaluator will meet with each employee being evaluated to review the Summary Evaluation Form. Employee and evaluator shall sign the Summary Evaluation Form. The employee's signature on the Summary Evaluation Form does not signify agreement, but only documents that the meeting was held and the Summary Evaluation Form was reviewed. One copy of the Summary Evaluation Form will be given to the employee and one copy will be sent to Human Resources to be placed in the employee's personnel file. The evaluator will mark eligibility for the five year evaluation cycle for the upcoming school year for any employee meeting the conditions outlined in Article 35.1.

35.13.1 The employee has until June 30th of the current year to file a written response with Human Resources, which will be attached to the Summary Evaluation Form in the employee's personnel file. The evaluator shall receive a copy of the employee's response.

Grievability of Evaluations

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

2-Year Evaluation Cycle Permanent Status

35.15 2-Year Evaluation Cycle: to qualify the employee must meet the criteria outlined in 35.1.

35.15.1 2-Year Evaluation Cycle: the employee received an overall rating of Not Met (NM) on both of the Standards/Elements on the Summary Evaluation Form.

35.15.2 2 Yearly Evaluation Cycle: the employee received an overall rating of Not Met (NM) on both of the Standards/Elements on the Summary Evaluation Form. (Mandatory PAR).

Scope of Evaluation: Probationary and Temporary Certificated Teaching Staff

35.16 **Employee Evaluation.** By no later than the employee's fourteenth duty day in a school year during which the employee is to be formally evaluated, the evaluator(s) will notify the employee of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. Missed deadlines or other procedural defects by the evaluator during the evaluation process shall trigger a satisfactory evaluation for the evaluated probationary teacher. The parties understand and agree that a satisfactory evaluation for a probationary teacher does not change the District's right to timely non-reelect a probationary teacher. By the fourteenth duty day, the evaluator shall provide the employee access to the following resources:

35.16.1 Self-Assessment of CSTP (Standard/Element 1.4, 2.6, 3.1, 4.3, 5.4, and 6.3)

35.16.2 CSTP Goal Setting Sheet

35.16.3 CSTP Rubric Observation Form

35.16.4 Summary Evaluation Form

35.16.5 Evaluation Direction Sheet

35.16.6 Evaluation Timeline

35.16.7 Employee Job Description

35.16.8 Current Core Content Standards

35.16.9 State Curricular Frameworks

35.16.10 District-Adopted Curriculum

35.16.11 California Standards for the Teaching Profession

35.17 The areas to be evaluated are based on the California Standards for the Teaching Profession and shall be limited to the following:

35.17.1 Probationary 1/Temporary teachers will be evaluated on three of the six (6) Focus Standards/Elements on the CSTP Goal Setting Sheet.

35.17.2 Probationary 2 will be evaluated on the remaining three (3) Focus Standards/Elements on the CSTP Goal Setting Sheet.

a. Temporary teachers who are rehired at the same site for a second year will be evaluated on the remaining three Focus Standards/Elements on the CSTP Goal Setting Sheet.

35.17.3 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs (Standard 1, Element 1.4).

35.17.4 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn (Standard 2, Element 2.6).

35.17.5 Demonstrates knowledge of subject matter, academic content standards, and curriculum framework (Standard 3, Element 3.1).

35.17.6 Developing and sequencing long-term and short-term instructional plans to support student learning (Standard 4, Element 4.3).

35.17.7 Using assessment data to establish learning goals and plans, differentiate, and modify instruction (Standard 5, Element 5.4).

35.17.8 Collaborating with colleagues and the broader professional community to support teacher and student learning. (Standard 6, Element 6.3).

Beginning of the Year Goal Setting Meeting

35.18 Within the first six (6) weeks of the school year, or of the employee's start date, the evaluator shall hold an initial meeting with the employee to review the Goal Setting Sheet, and review each of the six (6) Standard/Elements including all Possible Indicators found on CSTP Rubrics.

35.18.1 The employee shall prepare for the goal setting meeting with the evaluator by completing the initial Self-Assessment of CSTP sheet and CSTP Goal Setting Sheet.

35.18.2 The employee shall select the Standard/Elements, on which to be evaluated.

35.18.3 At the conclusion of the goal setting meeting, both the evaluator and the employee will receive a copy of the Self-Assessment of the CSTP Sheet, the Goal Setting Sheet and CSTP Rubrics.

On-Going Monitoring

35.19 Monitoring is used to gather data in order to assist the employee in successful job performance. All written feedback shall be documented on the CSTP Rubric Observation Forms. Student achievement data may only be used to establish learning goals and to plan, differentiate, and modify instruction. 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. Techniques for monitoring shall include, but not limited to, at least two of the following:

35.19.1 Employee-requested classroom observations for specific CSTP Goals selected.

35.19.2 Evaluator-requested classroom observations for specific CSTP Goals selected.

35.19.3 Impromptu classroom observations.

35.19.4 Video recording may be used with employee consent. (Recordings are to be used for evaluation purposes only.)

35.19.5 Other forms of monitoring mutually agreed upon.

35.20 First observation and post conversation will be held by the end of October or eight weeks from the Initial Meeting. The evaluator will provide formal written feedback to the employee using the notes section of the CSTP Rubric Observation Form. A copy of the CSTP Rubric Observation Form shall be provided to the employee at the end of each meeting.

35.20.1 Formal written feedback on the CSTP Rubric Observation Form shall be individualized to the employee, dated and will be in the form of email or written observations that provides the teacher notice of the practices and behaviors observed, how it impacts students, and recommendations. The employee may respond to any written feedback. If the evaluator fails to provide written feedback within ten (10) working days, the District agrees not to use the information from that specific formal observation for summative evaluation purposes.

35.21.1 Prior to the end of quarter two, a second observation and post conversation will be held.

35.21.2 Prior to the end of quarter three, a third observation and post conversation will be held for all probationary and temporary employees.

Conclusion of Evaluation Year

35.22 No later than thirty days prior to the end of the employee's final contracted work day, the evaluator will meet with each employee being evaluated to review the Summary Evaluation Form. The employee and the administrator shall sign the Summary Evaluation Form. The teacher's signature on the Summary Evaluation Form does not signify agreement, but only documents that the meeting was held and the Summary Evaluation Form was reviewed. One copy of the Summary Evaluation Form will be given to the employee and one copy will be sent to Human Resources to be placed in the employee's personnel file.

35.22.1 The employee has until June 30th of the current year to file a written response with Human Resources, which will be attached to the Summary Evaluation Form in the employee's personnel file. The evaluator shall receive a copy of the employee's response.

Continuation of Monitoring

35.23 If concerns are noted, the evaluator must document and meet with the employee to discuss any concerns with the employee's performance. Any concerns shall be documented, and the employee has received the formal written feedback required in 35.19.

35.24 The evaluator and employee shall review progress on the CSTP Rubric Observation Form. If the evaluator(s) marks Met or Approaching the employee fills out the End of Cycle Self-Assessment Sheet.

35.25 In the case the employee has Not Met, a fourth observation and post conversation will be held by April 30 or eight weeks after the third observation meeting. If no concerns are noted the evaluator(s) may mark Met or Approaching on the CSTP Rubric Observation Form. The employee shall complete the End of Cycle Self-Assessment Sheet.

Scope of Evaluation: Nurses

General Provisions

35.26 Nurses who have worked for the District for at least ten (10) years at the time of their most recent evaluation shall be evaluated at least every five (5)

years if they: (1) receive an overall rating of Met or Approaching in each of the three Areas of Review, (2) the nurse and the evaluator agree to the 5-year evaluation cycle. The nurse and/or the evaluator may withdraw consent at any time.

35.26.1 Nurses on Probationary Status: Evaluation cycle will continue the following school year.

35.26.2 Permanent Status with less than ten years: Evaluation cycle with Approaching or Meets, will advance to 2-Year Evaluation Cycle.

35.27 By no later than the employee's fourteenth duty day in a school year during which the employee is to be formally evaluated, the evaluator(s) will notify the employee of the evaluation and forms, including methods for monitoring progress, to be used in the areas to be covered in the evaluation. By the fourteenth duty day, the evaluator shall provide the employee access to the following resources:

35.27.1 Job Description of School Nurse

35.27.2 CSNO Position Statement on the Role of CSN

35.27.3 Support materials list

35.27.4 Health Office Organization checklist

35.27.5 Direction sheet

35.27.6 Summary Evaluation Sheet

35.28 Areas of Review shall be limited to the following:

35.28.1 Area 1: Performance of health service providers duties and responsibilities.

35.28.2 Area of Review 2: Adheres to District, State, and Federal Guidelines.

35.28.3 Area of Review 3: Professional Relationships with Students, Parents, and Colleagues.

Beginning of the Year Meeting

35.29 Within the first six (6) weeks of the school year, or of the employee's start date regardless of status, the evaluator shall hold an Initial Meeting with the employee to review the Nurse Evaluation Form and review each of the

three Areas of Review.

Monitor of Area to Review

35.30 First Meeting to monitor the Areas of Review will be held by the end of the second quarter of twelve weeks from the Initial Meeting. The evaluator will provide feedback to the employee using the Nurse Evaluation Form. A copy of the Nurse Evaluation Form shall be provided to the employee at the end of each meeting.

35.30.1 Second Meeting of Areas of Review, if needed, will be held by the end of quarter three.

35.30.2 Final Meeting the Evaluator will meet with the employee for a final meeting to sign off on paperwork. This will occur no later than 30 days prior to the end of the employee's contracted workday.

Rubric for Evaluation Form

35.31 Any nurse with 2 or 3 Meets and no Not Meets in the Areas of Review will not need a second meeting.

35.32 Any nurse with 2 or more Approaching in any of the three Areas of Review will constitute a second meeting.

35.33 A Not Met rating in any Area of Review, regardless of the other ratings, will constitute a second meeting.

Continuation of Monitoring

35.34 If by the end of the school year, any of the three Areas of Review are marked Not Met, then the evaluation continues the following school year.

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/SHARED ASSIGNMENTS

39.1 Half-time employment (92.5 days of 185-day contract) 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.

39.4.1 An employee on a half-time assignment will only receive half a year credit towards moving up on the salary schedule. Ex: two (2) half years equal one full year of credit.

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 Both employees 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.

39.8 Shared Assignments: A shared assignment is defined as 92.5 days of the 185-day contract when two employees share one assignment.

39.9 Permanent unit members who wish to participate in a shared assignment shall submit a written proposal for a shared assignment. The proposal shall include a detailed plan for sharing of duties and responsibilities. The proposal shall contain a calendar for the pertinent school year that specifies the days of service for each participant in the shared assignment. The proposal and plan shall be submitted to the school principal/supervisor by no later than the first day back from Spring break of the year preceding the school year for which the applicants have made their proposal.

39.10 Unit members shall be notified of their shared assignment approval or denial by the second Friday following Spring break but the final site/grade level assignment for the team will be determined using the same procedures and timelines in Article 33. If the principal/supervisor denies the proposal,

reasons for the denial shall be provided to the bargaining unit members in writing by the second Friday following Spring break.

39.11 A salary schedule increment shall not be granted to a unit member if they work less than 75% of one full year of service. As defined in the Ed. Code, a full year of service is 75% of a full-time assignment (.75 x 185 = 139 days). When a unit member meets the 75% or more full time equivalency, he/she will receive a salary step increase at the start of the next fiscal year. Once the unit member earns his/her salary step increase, accumulation of full-time employment hours toward the next step increase begins at zero. There is no carryover.

39.12 When unit members are ending a shared assignment and returning to full time employment, the most senior teacher remains at the assignment, and the other teacher will be treated as a displaced teacher. Either teacher may volunteer to be displaced.

39.13 Unit members participating in a shared assignment shall be required to perform the complete range of adjunct duties as described in Article 8.4.

39.14 District directed professional development trainings on prep days shall be attended by both partners. Each partner shall receive per diem pay for the extra hours worked (2.5 days). For any additional District directed professional development or site based professional development the employee(s) needs to attend, each partner shall receive per diem pay on a timecard for all hours worked.

There shall be no more than two (2) shared assignments at any school site. The duration of a shared assignment shall be limited to no more than five (5) years.

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. 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 shall be paid on the salary schedule set forth in Appendix F-7. 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.

50.4 The work day for school psychologists cannot exceed an eight (8) hour work day, and must include a forty-five (45) minute duty-free lunch.

50.5 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:

50.5.1 No site shall be allocated less than a .4 FTE of school psychologist support;

50.5.2 For schools with student enrollment of one thousand (1,000) or higher, the District will allocate an additional .2 FTE support;

50.5.3 Effective July 1, 2026, for schools with IEP and/or 504 caseloads over one hundred fifty (150), inclusive of open assessment plans, 504 evaluations, and thirty-day (30) placements, the District shall allocate an additional 0.4 FTE support. Psychologist assignments shall be determined based on this formula at the beginning of the school year.

50.5.4 For schools with three (3) or more Special Day Classes inclusive of Early Childhood Special Education (ECSE), the District will allocate an additional .2 FTE support;

50.5.5 The District will consult with the Association to identify high-needs schools which require an additional allocation of school psychologist support;

50.5.6 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 pursuant to Article 39.1. Any current part-time school psychologist who has

permanent status 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-23) for any on-cycle 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.

50.8 The Psychologist may serve as the Administrative Designee for Individualized Education Program (IEP) team meetings in the absence of the school administrator. In this role, the Psychologist shall have the authority to commit District resources, ensure compliance with state and federal special education regulations, and facilitate decision-making necessary for the development, review, and revision of student IEPs. However, for initial and triennial (tri) IEP meetings, the Psychologist may not serve as the Administrative Designee; a school administrator must fulfill this role.

50.9 The Psychologist will participate in school crisis situations, including providing consultation, intervention, and support to students, staff, and families, in alignment with district protocols and best practices for crisis response.

ARTICLE 51. HEALTH

51.1 Health

51.1.1 For each eligible employee the District shall provide a three-tiered structure for health insurance benefits and contribute up to the maximum as follows per year per unit member. Effective January 31, 2026, the District contribution maximum shall be increased to the following levels:

Single Party Plan	$15,500
Two Party Plan	$18,000
Family Plan	$23,200

For each eligible employee, effective December 16, 2024, the District agrees to provide a maximum total contribution annually of fifteen thousand five hundred dollars ($15,500) in twelve monthly increments of one thousand two hundred ninety-one dollars and sixty-seven cents ($1,291.67) 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 the single party plan for the duration of this Agreement.

For each eligible employee, effective January 31, 2026, the District agrees to provide a maximum total contribution annually of eighteen thousand dollars ($18,000) in twelve monthly increments of one thousand five hundred dollars ($1500.00) 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 the two party plan for the duration of this Agreement.

For each eligible employee, effective January 31, 2026, the District agrees to provide a maximum total contribution annually of twenty-three thousand two hundred dollars ($23,200) in twelve monthly increments of one thousand nine hundred thirty-three dollars and thirty-three cents ($1933.33) 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 the family plan 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, 2024, the District shall contribute an amount up to $7,750 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, 2024, the District shall contribute an amount up to the maximum of $7,750 paid monthly at $645.83 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 employee'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 Effective upon ratification and board approval, the District shall provide a one-time, off-schedule payment of 1.5% for all bargaining unit members.

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:

52.2.4.a Teaching experience outside the District, as well as former teaching in the District, will be credited up to all service years. Any unit member who did not receive all service years prior to July 1, 2023, will be provided all years of experience and placed appropriately on the salary schedule. However, any new employee being placed initially on the schedule shall be placed on a step that is a figure equal to or next in amount above the figure the employee actually earned, or the highest rate of pay, in the twelve (12) months immediately preceding employment by the District. Based on employment verification and salary range and step placement from prior teaching employment. 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.

52.2.4.b Language, Speech, and Hearing (LSH) Specialists will be placed on a separate salary schedule that begins with the equivalent of step eight (8) class three (III) on the current General Education Teachers' Salary Schedule. Each LSH will receive the $1,500 stipend for special education teachers to be noted on the LSH Specialists Salary Schedule contained in Appendix F-5.

Teaching experience whether general or special education outside the District, as well as former teaching in the District, will be credited up to all service years. Any unit member who did not receive all service years prior to July 1, 2023, will be provided all years of experience and placed appropriately on the salary schedule. However, any new employee being placed initially on the schedule shall be placed on a step that is at a figure equal to or next in amount above the figure the employee actually earned, or the highest rate of pay, in the twelve (12) months immediately preceding employment by the District. Based on employment verification and salary range and step placement from prior teaching employment. 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.

52.2.4.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:

i. Eighteen (18) to thirty-six (36) months of service credit for one (1) year of experience.

ii. Thirty-six (36) months or more of service credit for two (2) years of experience.

iii. 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.

52.2.4.d The employee shall be required to file official college transcripts with the Human Resources Office in order to verify salary placement.

52.2.4.e Special Education Teachers include the following: Special Day Class, Resource Specialist Program, VI, OM, 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 $3000 stipend in addition to their salary to be noted on the Special Education Teachers' Salary Schedule contained in Appendix F-4.

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. 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 all service years. Any unit member who did not receive all service years prior to July 1, 2023, will be provided all years of experience and placed appropriately on the salary schedule. However, any new employee being placed initially on the schedule shall be placed on a step that is at a figure equal to or next in amount above the figure the employee actually earned, or the highest rate of pay, in the twelve (12) months immediately preceding employment by the District. Based on employment verification and salary range and step placement from prior teaching employment. 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.

52.2.4.f Nurses who provided nursing services outside the District in a clinic or hospital setting while the nurse held both a BA or 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 all service years. Any unit member who did not receive all service years prior to July 1, 2023 will be provided all years of experience and placed appropriately on the salary schedule. 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.

52.2.4.g Each Dual Immersion teacher will receive a $1500 stipend to be noted on the Teacher Salary Schedule contained in Appendix F-1.

52.2.4.h Each Combo teacher will receive a $1500 stipend to be noted on the Teacher Salary Schedule contained in Appendix F-1.

52.2.4.i Effective July 1, 2019, unit members who supervise overnight educational trips (Sixth Grade Camp and Star of India) shall receive $100.00 compensation per overnight stay.

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**

52.2.6.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.

52.2.6.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.

52.2.6.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.

52.2.6.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:

52.2.7.a Application for approval shall be in writing on the appropriate District form.

52.2.7.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.

52.2.7.c An official transcript must be submitted by the employee or from the college at the request and responsibility of the employee.

52.2.7.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 Sciences
Social Work	Foreign Language
Physical Sciences	History
Life Sciences	Philosophy
English	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.

52.2.7.e The skills acquired in the courses are related to the employee's individual teaching goals and the District's goals and objectives.

52.2.7.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.

52.2.7.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.

52.2.7.h. During any one calendar year for salary credit:

52.2.7.h.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.

52.2.7.h.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.

52.2.7.h.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.

52.2.7.h.4 This provision in no way limits the actual number of units which can be taken by an employee.

52.2.7.h.5 Upon approval by the Superintendent, an employee may accrue additional units for salary credit.

52.2.7.h.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:

52.2.8.a Application for approval shall be in writing on the appropriate District form.

52.2.8.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.

52.2.8.c An official transcript must be submitted by the employee or from the college at the request and responsibility of the employee.

52.2.8.d The skills acquired in the degree are related to the permit teacher's assignment and the District's goals and objectives.

52.2.8.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.

52.2.8.f Class III (Associate of Arts Degree plus 30 units) shall be added for Permit Teachers.

52.2.8.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.

52.2.8.h In addition, after completing nine (9) years of accredited service and beginning with the tenth (10^{th}) year, a permit teacher shall receive an anniversary increment of two percent (2%) added to their base salary, 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 that occur outside of regular working hours 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 that occur outside of regular working hours 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 (½) 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 a 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.

2024-2025 Two articles each for CVE and CVESD plus Article 51 Health.
2025-2026 Two articles each for CVE and CVESD plus Article 51 Health and Article 52 Wages.

58.2 The Association and the District agree that either party may notify the other in writing between January 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, 2026. The parties shall agree to future negotiations as specified in Article 58, Meeting and Negotiating.

Signatures:

THIS AGREEMENT is signed this 18th day of December, 2023.

FOR THE DISTRICT:

Jason Romero

Jorge Mora

Angela Rosendale

Jessica Morales

Oscar Esquivel

Sharon Casey

Barbie Simpauco

FOR THE ASSOCIATION:

Tim Kriss

Tom Perezchica

Carla Kriss

Virginia Orozco de Gutiérrez

Kenda Ward

Jessica Howard

Corinne Izigzon

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 Signature of Grievant

(Not applicable if grievance is initiated at Level II.)

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

Evaluation Timeline

Time Frame	Action	Documents	Date Completed
First fourteen days	Notify employee	- Notification Letter/email	
First six weeks (first four weeks P1, P2, Temp)	Initial goal setting meeting	- Evaluation Timeline - Evaluation Direction Sheet - Self assessment sheet - Goal setting sheet - Rubrics Observation Forms	
October or eight weeks from initial meeting	First Observation & Post Conversation	- Rubrics Observation Forms - Temporary, Probationary & Not meeting (in person for post conversation) - Permanent (can be emailed)	
Nov/Dec (end of quarter 2)	Second Observation & Post Conversation Assistance Plan if applicable	- Rubrics Observation Forms - Temporary, Probationary & Not meeting (in person for post) - Permanent (can be emailed) - Assistance Plan Form (if applicable)	
By end of February or eight weeks after the 2nd observation post meeting	Possible 3rd observation & Post Conversation if required Required for Not met and P1, P2, Temp Assistance Plan if applicable	- Rubrics Observation Forms - Temporary, Probationary & Not meeting (in person for post) - Assistance Plan Form (if applicable)	
By April 30 or eight weeks after third observation post meeting	Possible 4th observation & Post conversation if required	- Rubrics Observation Forms - Temporary, Probationary & Not meeting (in person for post)	
No later than 30 days prior to the employee's final contracted work day	Final meeting	- Rubrics Observation Forms - Summary Evaluation Form - Assistance Plan Form (if applicable)	

Evaluation Directions Sheet

Step 1: Employees shall be notified by no later than the fourteenth duty day in a school year during which the employee is to be formally evaluated. (35.4)

Step 2: The employee shall complete the initial self-assessment and goal setting sheets and meet with the evaluator within the first six weeks of the school year. (35.6) Within the first four weeks, Temporary and Probationary will meet with the evaluator. (35.18)

Step 3: First observation and post conversation will be held by the end of October or eight weeks from initial meeting. (35.8)

Step 4: Second observation and post conversation will be held by the end of December (end of quarter 2) (If applicable, an Assistance Plan Form needs to be put in place). (35.9 and 35.11)

Step 5: Third observation and post conversation will be held by the end of February or eight weeks after the second observation post meeting. (35.11)

*If a fourth observation is needed, an observation and post conversation needs to occur before the end of April or eight weeks after the 3rd observation post meeting. (35.12)

Step 6: The employee shall complete the end of cycle self-assessment sheet prior to the final meeting. (35.12)

Step 7: Evaluator will meet with the employee for a final meeting to sign off on paperwork. This will occur no later than 30 days prior to the end of the employee's contracted work day. (35.13)

For Permanent employees- If after the fourth observation, and not meeting standards, the employee will go on to a second year of the evaluation cycle and continue with the Assistance Plan Form (35.15.2)

For Probationary employees- evaluation cycle will continue the following year. (35.1)

Self-Assessment of CSTP (Complete entire self-assessment at the beginning and end of evaluation cycle). **NAME:**_____

DIRECTIONS: This self-assessment tool is intended to be used in conjunction with the *Continuum of Teaching Practice (CTP)*, or other aligned assessment, which provides established criteria for each element of the California Standards for the Teaching Profession. After reading the CTP, use collected evidence to assess your current practice by marking the boxes with an X. All standards will be addressed over the course of the induction experience. You will complete this self-assessment at the beginning and at the end of each evaluation cycle..	Initial Self-Assessment Date:					End of Cycle Self-Assessment Date:				
	Emerging	Exploring	Applying	Integrating	Innovating	Emerging	Exploring	Applying	Integrating	Innovating
CSTP 1 **Engaging and Supporting All Students in Learning**										
1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs										
CSTP 2 **Creating and Maintaining Effective Environments for Student Learning**										
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn										
CSTP 3 **Understanding & Organizing Subject Matter for Student Learning**										
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks										
CSTP 4 **Planning Instruction and Designing Learning Experiences for All Students**										
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning										
CSTP 5 **Assessing Students for Learning**										
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction										
CSTP 6										
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning										

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Engaging and Supporting All Students in Learning	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
Creating and Maintaining Effective Environments for Student Learning	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
Understanding and Organizing Subject Matter for Student Learning	Demonstrates knowledge of teaching as discrete skills as described in the ***California Standards for the Teaching Professional (CSTP).***	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the ***CSTP.***	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the ***CSTP.***	Applies in depth knowledge of the ***CSTP*** to interconnect effective instruction, learning goals, and assessment within and across content areas.

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
Developing as a Professional Educator	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and refection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

Goal Setting Sheet

(Permanent- Select two (2) CSTPs P1, P2, Temp- Select three (3) CSTPs)

Employee: _____ Current Assignment: _____

Date: _____ Evaluator: _____

The CSTP/Element that I will focus on (select 1): 1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	The rationale for selecting this CSTP/Element area is:
My students will benefit from this CSTP/Element(s) because:	Anticipated Resources Needed: Evaluator supports:
I plan on collecting the following types of evidence:	I anticipate the following challenges:

The CSTP/Element that I will focus on (select 1): 1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	The rationale for selecting this CSTP/Element area is:
My students will benefit from this CSTP/Element(s) because:	Anticipated Resources Needed: Evaluator supports:
I plan on collecting the following types of evidence:	I anticipate the following challenges:

For Probationary and Temporary teachers ONLY (third CSTP):

The CSTP/Element that I will focus on (select 1): 1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	The rationale for selecting this CSTP/Element area is:
My students will benefit from this CSTP/Element(s) because:	Anticipated Resources Needed: Evaluator supports:
I plan on collecting the following types of evidence:	I anticipate the following challenges:

Chula Vista Elementary School District
SUMMARY EVALUATION FORM

Name: Job Description Title:. Location:	Temporary Probationary 1 Probationary 2 Permanent Recommended for Permanent: Yes No

1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs	Meeting Standards Approaching Not Meeting Standards
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Meeting Standards Approaching Not Meeting Standards
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	Meeting Standards Approaching Not Meeting Standards
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	Meeting Standards Approaching Not Meeting Standards
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Meeting Standards Approaching Not Meeting Standards
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	Meeting Standards Approaching Not Meeting Standards

Qualified for 5 year Evaluation Cycle (refer to Article 35.1) Yes No	Mandatory PAR (2-Year Evaluation Cycle Permanent Status) The employee received an overall rating of Not Met on both of the standards/Elements on the Summary Evaluation Form (refer to 35.15.2)

I have received a copy of the Summary Evaluation Form and discussed the contents with my evaluator.

Employee Date Evaluator Date

The employee's signature on the Summary Evaluation Form does not signify agreement, but only documents that the meeting was held and the Summary Evaluation Form was reviewed. (refer to 35.13)

35.13.1 The employee has until June 30th of the current year to file a written response with Human Resources, which will be attached to the Summary Evaluation Form in the employee's personnel file. The evaluator shall receive a copy of the employee's response.

Chula Vista Elementary School District
ASSISTANCE PLAN (For Permanent status ONLY)

Name _____ Date _____

Position _____ Date _____

This form must be completed when the evaluator determines an area of a CSTP (Elements 1.4, 2.6, 3.1, 4.3, 5.4, 6.3) that does not meet standards. Attach a supplementary sheet if additional space is required.

Standard Not Met: (select one) 1.4 Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
Specific suggestions/directions for improvement:
Specific assistance to be provided: (list targeted due dates and evidence of completion)
Specific assistance requested: (list targeted due dates)

_____ _____
Employee Date

_____ _____
Evaluator Date

- Standard Approaching or Met
- Assistance Plan will continue to next school year

_____ _____
Employee Date

_____ _____
Evaluator Date

This form must be completed by no later than 30 days prior to the employee's final contracted work day.

CSTP 1.4 Rubric Observation Form

Essential Element CSTP 1.4	Not meeting standards	Approaching	Meeting Standard
Using a variety of instructional strategies, resources, and technologies to meeting students' diverse learning needs	Does not use instructional strategies, resources, and technologies as provided by school and/or district.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs. Some students participate in instruction using strategies, resources, and technologies matched to their learning needs.	Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs. Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs. Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs. Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.

CSTP 1.4 Rubric Observation Form

Possible Indicators:	Observation Notes:

- Strategically selects and uses a wide variety of instructional strategies and materials to meet the needs of each learner
- Uses a variety of instructional activities during a lesson (lecture, discussion (partner and small group), individual practice...)
- Instructional methods are planned to meet the individual needs of students
- Gives students opportunities to build on their areas of strength
- Uses strategies that require all students to be engaged in the learning
- Modifications are made for students who have specific physical, emotional, behavioral, language, or learning differences
- Works with individual students or small groups
- Students are presented with an appropriate number of choices so they do not feel confused or overwhelmed
- Students are given several ways to demonstrate their learning
- Flexible groupings are used to provide small group instruction when needed

Teacher Instructional Methods		**Student Activities**	
Facilitate	Question	Read	Role play
Direct instruction	Confer	Write	Class discussion
Observe	Model	Presentation	Build models
ELD Support	High level questions	Journal	Choral reading
Small group instruction	TPR	Hands-on activities/projects	Group activities
Stations	One on one	experiment	Partner activity
Gradual Release of Responsibility		Reflection on learning	

Essential Element CSTP 2.6	Not meeting standards	Approaching	Meeting Standard
Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	Does not establish procedures, routines or norms for single lessons to support student learning. Students are not aware of procedures, routines, and classroom norms.	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate. Students participate in routines, procedures, and norms and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.	Maintains a quality learning climate that builds on student strengths. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate Facilitates students participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminates most disruptive behavior. Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning.

CSTP 2.6 Rubric Observation Form

Possible Indicators:	Observation Notes:
• Models constructive interaction and establishes norms for group activities • Rules, procedures and expectations are posted in the classroom; • Refers to posted expectations • Students demonstrate efficient use of the procedures; minimum of class disruption • Models and teaches expected procedures and norms • Visual or auditory signals are used to gain student attention • Possible Classroom Procedures that are evident in classroom routines:	

• Sharpening pencils • Distributing materials • Classroom jobs • Turning in homework	• Returning from an absence • Restroom use • Beginning of class activities • Food or drinks in classroom

Essential Element CSTP 3.1	Not meeting standards	Approaching	Meeting Standard
Demonstrating knowledge of subject matter academic content standards	Has foundational knowledge, but makes content errors and/or does not understand the prerequisite skills/knowledge students need when planning instruction.	Understands the subject matter concepts, academic language, and academic content standards, but rarely explains the relationship to students. Does not demonstrate awareness of common student error/misconception. Few, if any, attempts to demonstrate connections and relevance to students.	Understands and clearly explains the relationship between subject matter concepts, academic language, and academic content standards. Clearly demonstrates connections and relevance to students. Aware of common student error/misconception. Uses broad knowledge of the relationship between matter concepts, academic content standards, and academic language in ways that ensure clear connection and relevance to students. Anticipates and is able to address common student error/misconception. Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction to extend student learning and is able to connect topics to other disciplines.

Possible Indicators:	Observation Notes:
• Talks about current research and issues in his/her content area; explains how this knowledge impacts instructional planning • Examines a learning goal and determine the knowledge and skills that will be required to achieve the goal • Understands the content and determines which elements must be mastered as a prerequisite to another • Draws upon knowledge of the subject matter to identify where the current lesson or learning activity fits within the broader scope of the discipline as a whole • Instructional strategies that are chosen reflect current pedagogical research • Incorporates academic language instruction and vocabulary development with the appropriate academic content standards. • Curricular materials and supplemental resources used for the lesson align with the appropriate academic content standards.	

Essential Element CSTP 4.3	Not meeting standards	Approaching	Meeting Standard
Developing and sequencing long-term and short-term instructional plans to support student learning.	Does not use available curriculum guidelines for daily, short, and long-term plans.	Establishes short and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning. Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long and short-term instructional plans that ensure high levels of learning.

Possible Indicators:	Observation Notes:
• Learning goals address both short-term and long-term learning • Sequences learning activities over time to help students achieve larger goals / standards • Planning includes breaking down knowledge, skills, and abilities into logically sequenced lessons; sequences short-term lesson plans to achieve a long-term learning goal • Develops a year-long curricular calendar so that the essential content standards are distributed across the academic year	

Essential Element CSTP 5.4	Not meeting standards	Approaching	Meeting Standard
Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Uses assessments that do not align with learning objectives. Does not use assessment information to adjust instruction. Is unaware of formative assessment practices.	Uses some assessments that are aligned with learning objectives. Adjusts whole class instruction based on assessment data, but does not include adjustments for students' diverse learning needs. Sometimes uses formative assessment results to modify instruction.	Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs. Uses a variety of formative assessment practices. Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons during instruction based on a variety formative assessments. Reflects on a variety of evidence of student learning continuously to make ongoing refinements to learning goals for content and academic language for the full range of students.

Possible Indicators:	Observation Notes:
• Selects learning goals that are appropriate for all students based on entry level assessment data • Differentiates or modifies learning goals to meet the knowledge, skills and abilities of individual students • Learning goals are updated frequently based on periodic assessment of student progress • Uses variety of strategies to check for understanding (e.g. such as thumbs up/thumbs down and think-pair-share) • Monitor and check student work to formatively assess progress and provide timely and descriptive feedback. • Use rubrics to support student understanding of learning goals.	

Essential Element CSTP 6.3	Not meeting standards	Approaching	Meeting Standard
Collaborating with colleagues and the broader professional community to support teacher and student learning	Avoids collaborating with colleagues. Is unsure of what resources are available to support own professional growth or student learning.	Collaborates with colleagues to consider how best to support teacher and student learning. Knows how to access student and teacher resources in the broader professional community.	Collaborates with colleagues to expand impact on teacher and student learning within grade, school and district levels. Interacts with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.

Possible Indicators:	Observation Notes:
• Teacher engages in professional development activities with the goal of improving their skill in teaching • Teacher engages in professional development activities beyond those required by the school and district • Teacher professionally converses among colleagues as an opportunity for reflection on teaching practice • Teacher collaborates with other teachers through lesson study, action research, book groups, conferences, workshops, etc. • Teacher actively participates in and contributes to the professional community • Teacher actively collaborates with colleagues for the benefit of the entire instructional program • Teacher works collaboratively with specialists, school committees, curriculum projects, paraprofessionals, and other educators • Teacher keeps in close communication with specialists who provide services to students in their classroom • Teacher establishes and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities	

Chula Vista Elementary School District

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:**
Job Description: Supports and provides guidance to special education staff to ensure special education compliance.	

Area of Evaluation: Organization	**Assessment Rating:**
Job Description: Organizes all data and develops a written report on the pupil to be presented to the IEP team, along with Strengths and weaknesses.	

Area of Evaluation: Communication	**Assessment Rating: Meets Standards**
Job Description: Discusses recommendations and plans for assisting the pupil with parents, as well as assists the IEP team in determining eligibility and along with recommendations for classroom placements, programs, or services, while considering the least restrictive environment.	

Next Steps	**School Year**

Signature Employee	**Signature Evaluator**
Date	**Date**

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

APPENDIX C-1

SPECIAL LEAVE FORM

(Certificated)

1. Prepare in triplicate and send **ALL** copies to the **Payroll Department.** A copy will be returned to you.
2. The employee should contact the personnel office If a substitute Is needed.

☐ ***BEREAVEMENT***	☐ **JUDICIAL**
Relationship: _____	☐ **JURY DUTY**
In excess of 200 miles (one way)?	☐ **SUBPOENAED; NONPARTY WITNESS**
☐ YES ☐ NO	☐ **GOVERNMENT OFFICIAL ORDER**
	☐ **ATTACHED – PROOF OF NECESSITY**

Date(s) of Leave _____ Number of days _____

MONTH DAY(S) YEAR

_____ _____

PRINT OR TYPE NAME POSITION

_____

SCHOOL OR DEPARTMENT

All special leave days are subject to terms and conditions of written agreement between the Chula Vista Elementary School District and CVE a local chapter of the CTA, and NEA.

_____ _____

SIGNATURE OF EMPLOYEE **DATE**

DO NOT WRITE BELOW THIS LINE

	BEREAVEMENT	**JUDICIAL**
Number of Days with Pay (Subject to number of days available, as per agreement)		
Number of Days without Pay (Subject to approval, as per agreement)		

COMMENTS:

_____

_____

_____ _____

DATE ASSISTANT SUPERINTENDENT

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 • PersonneLFile

CVESD/A130(35)/REV. 2195

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 shall be in accordance with the attached.

3. The school allocations shall be posted by May 30. Nurses shall be able to keep their existing assignments within the constraints of the next year's school allocations. Nurses will follow transfer procedures in Articles 33.

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.

Professional Growth Timeline

	Notification letter	Documents	Date Completed
First six weeks		- All resources listed in Article 35	
By end of quarter 2	No meeting needed in quarter 3 if 2 or 3 Areas are met	- Summary Evaluation Sheet	
Feb/ Mar	Possible 3rd meeting	- Summary Evaluation Sheet	
By end of		-	
		-	
No later than 30 days prior to the employee's final contracted work day	Final meeting	- Paperwork sign off	

Any nurse with 2 Mets or 3 Mets in the Areas will not need a third meeting
Any nurse with 2 or more Approaching in the three Areas AND any not mets in any of the three Areas will constitute a third meeting

Direction Sheet for Nurse Evaluation

Step 1: By no later than the employee's fourteenth duty day in a school year during which the employee is to be formally evaluated, employee to receive items for review 35.26

Step 2: The employee shall meet with the evaluator by the first six weeks of the school year, regardless of status.

Step 3: First meeting of Areas of Review will be held by the end of quarter two.

Step 4: Second meeting of Areas of Review if needed, will be held by the end of quarter three.

Step 5: Evaluator will meet with the employee for a final meeting to sign off on paperwork. This will occur no later than 30 days prior to the end of the employee's contracted work day.

Rubric for Evaluation Form:
Any nurse with 2 or 3 Mets and no Not Mets in the Areas of Review will not need a third meeting.
Any nurse with 2 or more Approaching in the three Areas of Review will constitute a third meeting.
A Not Met rating in any Area of Review, regardless of the other ratings, will constitute a third meeting.

3 Areas Meeting Standards 2 Areas Meeting Standards + 1 Approaching	No third meeting
2 Meeting Standards + 1 Not Meeting Standards 3 Approaching 2 Approaching + 1 Meeting Standards 2 Approaching + 1 Not Meeting Standards 2 Not Meeting Standards + 1 Meeting Standards 2 Not Meeting Standards + 1 Approaching 3 Not Meeting Standards	Third meeting required

Continuation of Monitoring
If by the end of the school year, any of the three Areas of Review are marked Not Met, then the evaluation continues the following school year.

Probationary Status: Evaluation cycle will continue the following school year.

Permanent Status: Evaluation cycle with Approaching or Mets, will advance to 2-Year Evaluation Cycle.

Nurses who have worked for the District for at least 10 years at the time of their most recent evaluation shall be evaluated at least every five years if they: (1) receive an overall rating of Met or Approaching in each of the three areas of review. (2) the nurse and the evaluator agree to the 5-year evaluation cycle. The nurse and/or the evaluator may withdraw consent at any time.

Chula Vista Elementary School District
NURSE EVALUATION FORM

APPENDIX E-5

Name:	Evaluator:
Site:	Date:

3 or less marked in each Area = Not Meeting
4 in each Area = Approaching
5-6 in each Area = Meeting Standards

Area 1: Performance of health service providers duties and responsibilities Reviews, interprets, and communicates health concerns/ needs of students. Develops health care plans for select students through consultation with staff, parents, and medical providers. Collaborates and completes Health Screening Reports for SST, 504s, and IEPs, and participates in those meetings when appropriate. Teaches health education to individuals and classes on a variety of topics. Trains nonmedical personnel (e.g. office staff, teachers, noon duty supervisors, and ancillary staff) on student specific health care and emergency procedures. Update student management system and manage health office staff to ensure correct health-related procedures are followed.	Meeting Standards Approaching Not Meeting Standards
Area of Review 2: Adheres to District, State, and Federal Guidelines Assesses immunization status of all students to ensure compliance with state law and submits required reports.. Implements and documents state mandated vision and hearing screenings and requests. Ensures documentation, compliance, and follow up with mandated school entry physical exam and kindergarten oral health assessments. Supports attendance by identifying	Meeting Standards Approaching Not Meeting Standards

health-related barriers to school attendance and participates in the SART and SARB process when appropriate. Complete Automated External Defibrillator (AED) monthly check. Complete billing for specialized procedures.	
Area of Review 3: Professional Relationships with Students, Parents, and Colleagues Uses nursing assessment skills during screenings, health office visits and other encounters with students to identify unmet health needs. Provides students and families with appropriate referrals for community health services. Demonstrates professionalism and maintains student confidentiality. Establishes and maintains productive relationships with other school staff, students, and parents. Works with staff and families to complete forms and needed supplies for 6th grade camp. Attends monthly nurse meetings and contributes to committees.	Meeting Standards Approaching Not Meeting Standards

Qualified for 5 year Evaluation Cycle (refer to Article 35.1)

Yes
No

I have received a copy of the Nurse Evaluation Form and discussed the contents with my evaluator.

Employee Date Evaluator Date

California School Nurses Organization
Position Statement

TITLE

Role of the Credentialed School Nurse

POSITION STATEMENT

The California School Nurse Organization asserts that the Credentialed School Nurse, as the supervisor of health, is a leader in supporting student success in the multifaceted role of planner, educator, care coordinator, health care provider, communicator, and advocate. The Credentialed School Nurse, as a pivotal member of the school or district coordinated school health and safety program, addresses the health care needs of children and adolescents as they relate to education. The scope of practice of the Credentialed School Nurse is extensive and dynamic and Credentialed School Nurses should practice to the full extent of their education and training (Institute of Medicine [IOM], 2010).

BACKGROUND

The Credentialed School Nurse:

- Is a Registered Nurse, licensed by the California Board of Registered Nursing
- Holds a minimum of a Bachelor's degree
- Is credentialed as a school nurse by the California Commission on Teacher Credentialing (CCTC)
- Holds current cardiopulmonary resuscitation certification

(California Education Code [CEC] 44877)

The Credentialed School Nurse uses the nursing process, clinical expertise, and professional judgment to design and implement health services programs that ensure that all students will receive the optimum benefit from their educational experience. This is accomplished by working collaboratively with students, families, teachers, other members of the multidisciplinary team, and utilizing resources within the community, to meet the physical, mental, emotional and social health needs of students (CEC 49426).

"School nurses strengthen and facilitate the educational process by improving and protecting the health status of children and by identification and assistance in the removal or modification of health-related barriers to learning in individual children. The major focus of school health services is the prevention of illness and disability, and the early detection and correction of health problems. The Credentialed School Nurse is especially prepared and uniquely qualified in preventive health, health assessment and referral procedures." (CEC 49426)

School nursing is a specialized field that requires extensive knowledge, experience and role modeling to practice at a competent level. The California School Nurses Organization, along with the IOM (2010) encourages experienced Credentialed School

California School Nurses Organization
Position Statement

Nurses to earn higher levels of education, such as a Master's degree or higher.

It is part of the Credentialed School Nurse's professional responsibility to serve as a mentor/preceptor to novice school nurses and registered nursing students enrolled in a college/university nursing or school nursing program. Credentialed School Nurses are also encouraged to teach nursing and health related courses at the collegiate level.

New paradigms are evolving for school health services as school systems develop coordinated school health programs to address the diverse and complex health problems of today's students.

The Credentialed School Nurse's role includes, but is not limited to the following:

- Assessing and evaluating student health and developmental status
- Communicating with students, families, caregivers, and health care providers
- Interpreting assessment data and medical information for school staff working with the students
- Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs of students
- Determining the appropriate level of care for students with specialized health care needs, and training, monitoring, and supervising licensed and unlicensed staff providing care
- Providing school nursing care coordination services for students
- Counseling and educating students and parents regarding health related issues and providing information and referral to community services
- Administering and training and supervising school staff in assisting students with routine and emergency medications
- Serving as a health consultant and providing education programs to staff on a variety of health topics
- Developing curriculum and assisting in delivery of comprehensive health education to students
- Promoting a healthy school environment for emotional and physical safety
- Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention, and follow-up, immunization and CHDP monitoring, and audiometric and vision screening
- Providing routine direct healthcare services and referrals
- Maintaining, protecting and managing confidential electronic and written student health records.

RATIONALE

Experienced School Nurses schools must address the diverse and complex health problems of today's students. In addition to health issues, schools must cope with

California School Nurses Organization
Position Statement

societal pressures related to immigration, violence, changing family structure, homelessness, substance abuse, and poverty. Many of our children come with issues that make learning difficult. In addition, students may have undetected health conditions, poorly managed chronic illnesses, or complex medical problems that were previously only managed at hospital or rehabilitation settings. Economic conditions and increased acuity of health problems have required the addition of other licensed and unlicensed assistive personnel to assist in meeting health care needs of students.

As the heath care expert within the school and an advocate for students and families, the Credentialed School Nurse uses professional skills, nursing judgment, and leadership ability to create a safe and healthy school environment that supports the well-being, academic success, and life-long achievement of students.

REFERENCES

American Academy of Pediatrics, Council on School Health. (2016). Role of the school nurse in providing school health related services. *Pediatrics, 137*(6). 1-6. Doi:10.1542/peds.2016-0852. Retrieved from http://pediatrics.aappublications.org/content/pediatrics/early/2016/05/19/peds.2016-0852.full.pdf

American Nurses Association and National Association of School Nurses. (2011). *Scope and standards of practice school nursing* (2nd ed.). American Nurses Association: Silver Spring, Maryland

Business and Professions Code Sections 2700-2838.4. California Nurse Practice Act. Retrieved 2017 from http://leginfo.legislature.ca.gov

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CSNO BOARD APPROVAL HISTORY

Adopted: 2001. **Revised**: 2010, 2017

APPENDIX E-10

California School Nurses Organization

Position Statement

ROLE OF THE CREDENTIALED SCHOOL NURSE

STATEMENT

The California School Nurses Organization asserts that the Credentialed School Nurse, as a pivotal member of the school or district coordinated school health and safety program, address the health care needs of school children as they relate to education. The Credentialed School Nurse, as the supervisor of health, is a leader in supporting student success in the multifaceted role of planner, educator, coordinator, health care provider, communicator, and advocate. The scope of practice of the Credentialed School Nurse is dynamic. New paradigms are evolving for school health services as school systems develop coordinated school health programs to address the diverse and complex health problems of today's students.

The Credentialed School Nurse is a bachelor's degree prepared Registered Nurse, Public Health Nurse licensed by the California Board of Registered Nursing and credentialed as a School Nurse by the California Commission on Teacher Credentialing. Credentialed School Nurses hold current cardiopulmonary resuscitation and have knowledge of basic to advanced first aid principles.

The Credentialed School Nurse uses the nursing process, clinical expertise and professional judgment to design and implement health services programs that ensure that all students will receive the optimum benefit from their educational experience. This is accomplished by working collaboratively with students, families, teachers, other members of the multidisciplinary team, and utilizing resources within the community, to meet the physical, mental, emotional and social health needs of students.

The Credentialed School Nurse's role includes, but is not limited to:

- Assessing and evaluating student health and developmental status;
- Communicating with students, families, caregivers, and health care providers;
- Interpreting assessments and medical information to school staff working with the students;
- Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- Providing school nursing case management services for students;
- Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- Administering and training and supervising school staff in assisting students with routine and emergency medications;
- Serving as a health consultant and providing inservice programs to staff on a variety of health topics;

(This Position Statement is continued on next page)

California School Nurses Organization

Position Statement

ROLE OF THE CREDENTIALED SCHOOL NURSE (Page 2)

STATEMENT (Continued)

- Developing curriculum and assisting in delivery of comprehensive health education to students;
- Promoting a healthy school environment for emotional and physical safety;
- Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention and follow up; and CHDP, audiometric, scoliosis and vision screening;
- Providing routine direct healthcare services and referrals;
- Maintaining, protecting and managing confidential electronic and written student health records.

RATIONALE

The role of the Credentialed School Nurse is defined in Education Code Section 49426. It reads, in part: "School nurses strengthen and facilitate the educational process by improving and protecting the health status of children and by identification and assistance in the removal or modification of health-related barriers to learning in individual children. The major focus of school health services is the prevention of illness and disability, and the early detection and correction of health problems. The Credentialed School Nurse is especially prepared and uniquely qualified in preventive health, health assessment and referral procedures."

California schools must address the diverse and complex health problems of today's students. In addition to health issues, schools must cope with societal pressures related to immigration, violence, changing family structure, homelessness, substance abuse, and poverty. Many of our children come with issues that make learning difficult. In addition, students may have undetected health conditions, poorly managed chronic illnesses or complex medical problems that were previously only managed at hospital or rehabilitation settings. Economic conditions and increased acuity of health problems have required the addition of other licensed and unlicensed assistive personnel to assist in meeting health care needs of students.

As the heath care expert within the school and an advocate for students and families, the Credentialed School Nurse uses professional skills, nursing judgment and leadership ability to create a safe and healthy school environment that supports the well being, academic success and life-long achievement of students.

California School Nurses Organization

Position Statement

ROLE OF THE CREDENTIALED SCHOOL NURSE (Page 3)

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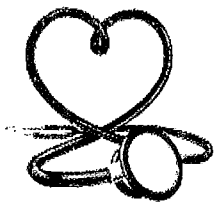
California School Nurses Organization Position Statement Adopted: 11/01
Statement Last Revised 11/10 Board of Directors, California School Nurses Organization



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

HEALTH OFFICE ORGANIZATION 6/2023pp

JULY

☐ Pick up audiometer and laptop from district office.

☐ Run the Medical Alert Report from Reports Center. Review for accuracy and eliminate the use of "other" as a category. Run the report again by classroom and provide a copy with training to the classroom teacher/aide ASAP (preferably before students begin). Give the teacher copies of AAEP, ISHP, SAP, DMP (Allergy, seizures, diabetes)

☐ Notify transportation of bus riders with health concerns by entering transportation alert in ESP.

☐ Remind your principal that staff health training is through JPA and is required of all staff.

☐ Create a Medication Binder* with current orders dated June of the current year or later for any medications or specialized health care procedures, staff training forms, and logs.

☐ Print a list from ESP to review active medical 504 plans. Work with school psychologist to schedule meetings.

☐ Initiate ISHPs for students with significant health issues that are not addressed by a 504 or IEP.

☐ Enter dates into ESP of SEHE/CHDP (School Entry Health Exam) and KOHA (Kinder Oral Health Assessment). Follow up with guardians who have not completed this requirement.

☐ Review immunization records for all preschool/TK/K & other new enrollees, print blue CSIR card, and enter "complete" (TK/Kinder-6) or "meets requirements" (Pre-K, 7-12) in ESP. Access CAIR2/SCRL prn.

☐ If you have your Health Services Credential and Audiometrist Certification, begin Health Screening Reports (HSR) as requested by the school psychologist and speech language pathologist (SLP). Enter direct services in Paradigm website.

MEDICATIONS *

☐ Obtain new medication orders dated June or later for all students requiring medication at school.

☐ Complete Medication and Procedures template and place in the front of Medication Binder.

☐ Review procedures for medication administration with office staff - "8 Rights".

☐ Monitor student medication log for accuracy and review with UAP/LVN as needed.

MONTHLY ONGOING

☐ Contact guardians of students with conditional immunizations who you have calendared for follow-up.

☐ AED check and log monthly at https://sdprojectheartbeat.sandiego.gov/login?ReturnUrl=%2f

☐ Continually update Medication and Specialized Procedures Binder.

☐ Complete HSRs as requested by psychologist and SLP and enter direct services in Paradigm. (Only if you have the credentials.)

☐ Monitor expiration dates of medications and notify guardians.

☐ Continue grade level screening and "pick-ups" until complete. (Only if you have the credentials.)

☐ Provide hearing and vision referrals and follow up.

☐ Assist with planning and registration if your school is notified that it is participating in any community events such as hearing, vision, or dental screening programs.

☐ Update Health Concerns List with new information – Initiate IHSPs as needed. Follow up on ISHP and Section 504 Medical Accommodation Plans.

AUGUST - SEPTEMBER

- ☐ Prepare follow up notices for CHDP (Kinder and 1st grade) and KOHA (Kinder) and give to the teacher to hand to the guardians during Fall conferences prior to Fall Break.
- ☐ Start mandated yearly hearing, vision, and color vision screening in grades TK/K, 1st, 2nd, 5th, 8th, and include students who are overdue. (Only if you have the credentials)

OCTOBER - DECEMBER

- ☐ Complete Immunization report prior to Winter Break at http//www.shotsforschool.org.
- ☐ 1st grade CHDP (SEHE) report is due prior to Winter Break, so this is the last chance to contact guardians or get a waiver, and coordinate with secretary for Health Services.

JANUARY - MARCH

- ☐ Prepare follow up notices for CHDP (Kinder) and KOHA (Kinder) and give to teachers to hand to guardians during Spring conferences prior to Spring Break.

APRIL - JUNE

- ☐ Review immunization and health information for incoming TK/kinder students registering for next year.

6TH GRADE CAMP

- ☐ Review camp health forms. Remember that camp has separate protocols and paperwork.
- ☐ Identify students who will need the MD form completed and inform teacher and guardian.
- ☐ Notify camp of dietary issues/ food allergies by preparing a health concerns list based on what guardian has disclosed in the camp permission slip. Do not disclose school health information.
- ☐ Be on site the morning of camp to collect medications. Bring a box, large sharpies, and gallon Ziplock bags.
- ☐ Remember that camp staff will catalog medications and administer as ordered on camp form.
- ☐ Sign over the medication box to a 6th grade teacher or the bus driver with any precautions for bus ride.

ADOLESCENT GROWTH EDUCATION (A.G.E.)

- ☐ Confirm with the 4th-grade team a date/time for the lesson if presented by the school nurse.
- ☐ Follow up on "opt-out" forms to clarify the guardian understands they are opting out of only one part.
- ☐ Train any new teachers who have not received the district AGE training for 4-6th grade by providing the training PowerPoint and notifying CVESD that they have viewed it. Request curriculum binders if they do not have one.

END OF YEAR

- ☐ Send med pick-up letters and med & procedure forms for next year (need renewal every school year).
- ☐ Medications must be picked up by the guardians on or before the last day of school.
- ☐ Pull this year's medication and procedure forms and file any appropriate health information in cume folders, especially for 6th grade students whose cumes are picked up by the middle school.
- ☐ Turn in the audiometer and laptop to District for calibration.
- ☐ Oral Health Report (KOHA) and Annual Hearing Report is due to the secretary for Health Services.

CVESD School Nurse Evaluation Support Materials

These reports can be pulled from ESP by administrator prior to meeting with Nurse as evidence of duties performed

Overall Immunization status compliance (cv3050b)

State mandated requirement completed Vision cv3030f and Hearing cv3030c; missing V/H cv3030a

Medical Alerts and Comments List (cv125a)

Health Screening Report list (manual list of requests/completed/billed or binder)

AED monthly checks (dept)

Immunization report annually in Fall

SEHE report done according to state requirements due by December

KOHA done according to state requirements due by June

Annual Hearing report according to state requirements due by June 1st.

Chula Vista Elementary School District
2024-25
TEACHERS' SALARY SCHEDULE
Annual

Step		Class I	Class II	Class III	Class IV	Class V
1		** 62,145	** 62,145	** 63,697	** 65,717	69,295
2		** 62,145	** 62,314	65,121	68,704	72,277
3		** 62,314	65,234	68,150	71,786	75,418
4		** 65,121	68,150	71,182	74,924	78,676
5		67,921	71,065	74,214	78,069	81,924
6		70,750	73,984	77,237	81,209	85,175
7		73,541	76,917	80,273	84,349	88,428
8		76,361	79,838	83,308	87,486	91,664
9		79,180	82,765	86,315	90,617	94,916
10		81,979	85,660	89,355	93,758	98,159
11		84,793	88,576	92,390	96,904	101,412
12		84,793	91,509	95,421	100,042	104,668
13		84,793	91,509	98,446	103,185	107,919
14		84,793	91,509	98,446	104,806	111,164
15	Anniversary Increment I	84,793	95,048	102,104	108,567	115,039
16		84,793	95,048	102,104	108,567	115,039
17		84,793	95,048	102,104	108,567	115,039
18	Anniversary Increment II	84,793	98,063	105,235	111,813	118,389
19		84,793	98,063	105,235	111,813	118,389
20		84,793	98,063	105,235	111,813	118,389
21	Anniversary Increment III	84,793	101,170	108,449	115,148	121,840
22		84,793	101,170	108,449	115,148	121,840
23		84,793	101,170	108,449	115,148	121,840
24	Anniversary Increment IV	84,793	103,703	111,160	118,025	124,885
25		84,793	103,703	111,160	118,025	124,885
26		84,793	103,703	111,160	118,025	124,885
27		84,793	103,703	111,160	118,025	124,885
28		84,793	103,703	111,160	118,025	124,885
29		84,793	103,703	111,160	118,025	124,885

Class I	Bachelor's Degree
Class II	Bachelor's Degree & 30 Semester Units
Class III	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class IV	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class V	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 all prior years' service credit for salary placement. 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.
- Note: Salary Schedule is applicable to Nurses.
- Dual Immersion teachers receive an annual $1,500 stipend.
- Combo teachers receive an annual $1,500 stipend.

Effective: July 1, 2024
Adopted: February 21, 2024 (with 3% COLA eff. 7/1/2024)
Revised: April 8, 2025

Chula Vista Elementary School District
2025-26
Permit Teachers' Salary Schedule
Daily

Class I (7 Hours)		Class I (8 Hours)	
Step	Daily	Step	Daily
1	193.59	1	221.23
2	203.22	2	232.24
3	213.75	3	244.31
4	224.38	4	256.43
5	235.14	5	268.72
Anniversary Increment (7)	248.43	Anniversary Increment (7)	283.91

Class II (7 Hours)		Class II (8 Hours)	
Step		Step	
1	201.39	1	230.16
2	211.34	2	241.54
3	222.41	3	254.18
4	233.30	4	266.57
5	244.52	5	279.45
Anniversary Increment (7)	258.26	Anniversary Increment (7)	295.16

Class III (7hours)		Class III (8 Hours)	
Step		Step	
1	209.42	1	239.36
2	219.85	2	251.23
3	231.32	3	264.38
4	242.65	4	277.31
5	254.31	5	290.57
Anniversary Increment (7)	268.58	Anniversary Increment (7)	306.94

Class IV (7hours)		Class IV (8 Hours)	
Step		Step	
1	217.78	1	248.92
2	228.64	2	261.29
3	240.57	3	274.94
4	252.36	4	288.39
5	264.48	5	302.19
Anniversary Increment (7)	279.32	Anniversary Increment (7)	319.21

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.

Anniversary Increment (10): After completion of 9 years on the Permit Teacher Salary Schedule, you will receive a 2% longevity increase.

Adopted:
Effective: July 1, 2025

Chula Vista Elementary School District
2024-25
Summer School and Extended Year Teachers' Salary Schedule

Step		Daily Class I	Class II	Class III	Class IV	Class V
1		265.06	277.67	297.62	303.86	317.32
2		278.26	291.35	304.50	317.85	331.18
3		291.35	304.99	318.59	332.25	345.87
4		304.50	318.59	332.80	346.90	361.12
5		317.53	332.31	346.86	361.58	376.34
6		330.82	345.87	361.12	376.31	391.52
7		343.83	359.58	375.20	390.96	406.72
8		356.99	373.27	389.46	405.64	421.80
9		370.17	386.89	403.62	420.34	437.09
10		383.35	400.51	417.70	434.95	452.22
11		396.48	414.19	432.00	449.70	467.42
12		396.48	427.90	446.18	464.45	482.64
13		396.48	427.90	460.20	478.98	497.89
14		396.48	427.90	460.20	486.61	513.02
15	Anniversary Increment I	396.48	444.04	476.99	503.94	530.84
16		396.48	444.04	476.99	503.94	530.84
17		396.48	444.04	476.99	503.94	530.84
18	Anniversary Increment II	396.48	458.08	491.60	518.98	546.37
19		396.48	458.08	491.60	518.98	546.37
20		396.48	458.08	491.60	518.98	546.37
21	Anniversary Increment III	396.48	472.64	506.60	534.62	562.57
22		396.48	472.64	506.60	534.62	562.57
23		396.48	472.64	506.60	534.62	562.57
24	Anniversary Increment IV	396.48	484.45	519.25	548.00	576.68
25		396.48	484.45	519.25	548.00	576.68
26		396.48	484.45	519.25	548.00	576.68
27		396.48	484.45	519.25	548.00	576.68
28		396.48	484.45	519.25	548.00	576.68
29		396.48	484.45	519.25	548.00	576.68

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

Hrs. per day: 7

Adopted: February 21, 2024 (with 3% COLA eff. 7/1/2024)
Effective: July 1, 2024

Chula Vista Elementary School District
2024-25
SPECIAL EDUCATION TEACHERS' SALARY SCHEDULE
Annual

Step		Class I	Class II	Class III	Class IV	Class V
1		** 62,145	** 62,145	** 63,697	** 65,717	69,295
2		** 62,145	** 62,314	65,121	68,704	72,277
3		** 62,314	65,234	68,150	71,786	75,418
4		** 65,121	68,150	71,182	74,924	78,676
5		67,921	71,065	74,214	78,069	81,924
6		70,750	73,984	77,237	81,209	85,175
7		73,541	76,917	80,273	84,349	88,428
8		76,361	79,838	83,308	87,486	91,664
9		79,180	82,765	86,315	90,617	94,916
10		81,979	85,660	89,355	93,758	98,159
11		84,793	88,576	92,390	96,904	101,412
12		84,793	91,509	95,421	100,042	104,668
13		84,793	91,509	98,446	103,185	107,919
14		84,793	91,509	98,446	104,806	111,164
15	Anniversary Increment I	84,793	95,048	102,104	108,567	115,039
16		84,793	95,048	102,104	108,567	115,039
17		84,793	95,048	102,104	108,567	115,039
18	Anniversary Increment II	84,793	98,063	105,235	111,813	118,389
19		84,793	98,063	105,235	111,813	118,389
20		84,793	98,063	105,235	111,813	118,389
21	Anniversary Increment III	84,793	101,170	108,449	115,148	121,840
22		84,793	101,170	108,449	115,148	121,840
23		84,793	101,170	108,449	115,148	121,840
24	Anniversary Increment IV	84,793	103,703	111,160	118,025	124,885
25		84,793	103,703	111,160	118,025	124,885
26		84,793	103,703	111,160	118,025	124,885
27		84,793	103,703	111,160	118,025	124,885
28		84,793	103,703	111,160	118,025	124,885
29		84,793	103,703	111,160	118,025	124,885

Class I	Bachelor's Degree
Class II	Bachelor's Degree & 30 Semester Units
Class III	Bachelor's Degree & 45 Semester Units OR Master's Degree
Class IV	Bachelor's Degree & 60 Semester Units OR Bachelor's Degree & 45 Semester Units with Master's Degree
Class V	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 all prior years' service credit for salary placement. 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.
- Qualified Special Education Teachers receive an annual $3,000 stipend in addition to their salary, prorated to the F.T.E.

Adopted: February 21, 2024 (with 3% COLA eff. 7/1/2024)
Effective: July 1, 2024

Chula Vista Elementary School District
2024-25
SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
Annual

Step	Class I	Class II	Class III
1	83,308	87,486	91,664
2	86,315	90,617	94,916
3	89,355	93,758	98,159
4	92,390	96,904	101,412
5	95,421	100,042	104,668
6	98,446	103,185	107,919
7	98,446	104,806	111,164
8	98,446	104,806	111,164
9	98,446	104,806	111,164

Anniversary Increment I

Step			
10	102,104	108,567	115,039
11	102,104	108,567	115,039
12	102,104	108,567	115,039
13	102,104	108,567	115,039
14	102,104	108,567	115,039

Anniversary Increment II

Step			
15	105,235	111,813	118,389
16	105,235	111,813	118,389
17	105,235	111,813	118,389
18	105,235	111,813	118,389

Anniversary Increment III

Step			
19	108,449	115,148	121,840
20	108,449	115,148	121,840
21	108,449	115,148	121,840

Anniversary Increment IV

Step			
22	111,160	108,280	124,885

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

· Speech Language Pathologist receive an annual $1,500 stipend for special education teachers in addition to their salary, prorated to the F.T.E.

Proposed Draft: (with 3% COLA eff. 7/1/2024)
Effective: July 1, 2024
Revised: September 11, 2024

Chula Vista Elementary School District
2024-25
Summer School and Extended Year
Language Speech Hearing Specialists' Salary Schedule
Daily

Step	Class I	Class II	Class III
1	389.46	405.64	421.80
2	403.62	420.34	437.09
3	417.70	434.95	452.22
4	432.00	449.70	467.42
5	446.18	464.45	482.64
6	460.20	478.98	497.89
7	460.20	486.61	513.02
8	460.20	486.61	513.02
9	460.20	486.61	513.02
Anniversary Increment I			
Step			
10	476.99	503.94	530.84
11	476.99	503.94	530.84
12	476.99	503.94	530.84
13	476.99	503.94	530.84
14	476.99	503.94	530.84
Anniversary Increment II			
Step			
15	491.60	518.98	546.37
16	491.60	518.98	546.37
17	491.60	518.98	546.37
18	491.60	518.98	546.37
Anniversary Increment III			
Step			
19	506.60	534.62	562.57
20	506.60	534.62	562.57
21	506.60	534.62	562.57
Anniversary Increment IV			
Step			
22	519.25	548.00	576.68

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: February 21, 2024 (with 3% COLA eff. 7/1/2024)
Effective: July 1, 2024

Chula Vista Elementary School District
2024-25
PSYCHOLOGISTS' SALARY SCHEDULE
Annual

Step		
1		101,095.27
2		105,117.45
3		109,166.10
4		113,202.49
5		117,248.79
6		117,248.79
7		117,248.79
8		117,248.79
9		117,248.79
10	Anniversary Increment I	120,766.25
11		120,766.25
12		120,766.25
13		120,766.25
14		120,766.25
15	Anniversary Increment II	123,697.48
16		123,697.48
17		123,697.48
18		123,697.48
19		123,697.48
20	Anniversary Increment III	126,628.69
21		126,628.69
22		126,628.69
23		126,628.69
24		126,628.69
25	Anniversary Increment IV	129,559.92

No. workdays: 185
Hrs. per day: 8

Adopted: February 21, 2024 (with 3% COLA eff. 7/1/2024)
Effective: July 1, 2024

Sample TK Schedule (A)

Component	Time
Arrival/Tabletop Activities	15-20 min.
Opening Circle Time	15-20 min.
SEL	10-15 min.
Small Groups and/or Direct Instruction (i.e. Literacy)	20-30 min.
Outside Play & Snack	20 min.
Read Aloud	10-15 min.
Music & Movement	5-10 min.
Circle/Whole Group (i.e. Math Exploration)	20-25 min.
Lunch & Outside Play	45 min.
Rest & Relaxation	30-60 min.
Circle/Whole Group (i.e. Social Studies/Science Exploration)	20-25 min.
Outside Play & Snack	20 min.
Discovery Centers	45-60 min.
Closing Circle Time	15-20 min.
Dismissal	5-10 min.
TOTAL HOURS	Approx. 6 hours 15 minutes

Suggested Activities for:

Opening Circle Time- Calendar, Morning Song, Character Chant, Daily Affirmations, Poem

Closing Circle Time- Emotional Bank Account Deposits, Sharing, Goodbye song

Suggested Discovery Centers: Art, Drama, Discovery/Science, Library & Listening, Writing & Drawing, Blocks

Sample TK Schedule (B)

Component	Time
Arrival/Tabletop Activities	15-20 min.
Opening Circle Time	15-20 min.
Music & Movement	5-10 min.
Small Groups and/or Direct Instruction (i.e. Literacy)	20-30 min.
Lunch & Outside Play	45 min.
Read Aloud	10-15 min.
Rest & Relaxation	30-60 min.
Circle/Whole Group (i.e. Math Exploration)	20-25 min.
SEL	10-15 min.
Outside Play & Snack	40 min.
Circle/Whole Group (i.e. Social Studies/Science Exploration)	20-25 min.
Discovery Centers	45-60 min.
Closing Circle Time	15-20 min.
Dismissal	5-10 min.
TOTAL HOURS	Approx. 6 hours 15 minutes

*Short span between arrival and lunch

Suggested Activities for:

Opening Circle Time- Calendar, Morning Song, Character Chant, Daily Affirmations, Poem

Closing Circle Time- Emotional Bank Account Deposits, Sharing, Goodbye song

Suggested Discovery Centers: Art, Drama, Discovery/Science, Library & Listening, Writing & Drawing, Blocks

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

84 EAST J STREET • CHULA VISTA, CALIFORNIA 91910 • 619 425-9600

TRANSFER TIMELINE

1. Mid February
TK & Kindergarten Registration

2. February– Second Wednesday in April – 33.2.1
Principals meet with staff, Site Based Changes (Reassignment), Volunteer to be Displaced

3. By the Second Wednesday in April – 33.3.1
Principal notifies employees being displaced
List of Displaced and Admin Transfer

4. Friday following Second Wednesday in April – 33.3.1.d
List of Vacant Positions

5. Monday following the Second Wednesday in April – 33.3.1.d
Displaced unit member shall provide their list of up to 6, to both the Director of Human Resources and the President of CVE.

6. Tuesday following the Second Wednesday in April – 33.3.1.d.1
The Director of Human Resources and the President of CVE shall meet and, using a selected random alphabet, begin placing each Displaced unit member in their first-choice position.

7. By April 27th – 33.3.3
Repeat Step 6 Until Everyone Is Placed

8. After April 27th – 33.3.3
All displaced have a job or they have declined any open positions.

9. Vacancies After April 27th – 33.4.1
All current open positions are posted for 6 days internally

The Chula Vista Elementary School District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or 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. (CVESD Board Policy 0410.)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

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CERTIFICATED TRANSFER FORM

Name	Date
Street	Home Telephone
City/State/Zip Code	Cell Phone Number
Email Address	District ID Number

Requested Position: _____

Location of Requested Position: _____

Posting Number: _____ Closing Date: _____

Professional experience, qualifications and skills for this position:

_____

_____

_____

_____

Current School Site: _____ Current Position: _____

Current Credential(s) held: _____

_____

Current Status (Permanent, Probationary, Temporary): _____

The Chula Vista Elementary School District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or 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. (CVESD Board Policy 0410.)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

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DISPLACED FORM

Name (Last, First, Middle)	Date
Street	Home Telephone
City/State/Zip Code	Cell Phone Number
Email Address	District ID Number

1. Location of Requested Position: _____

   Requested Position: _____

2. Location of Requested Position: _____

   Requested Position: _____

3. Location of Requested Position: _____

   Requested Position: _____

4. Location of Requested Position: _____

   Requested Position: _____

5. Location of Requested Position: _____

   Requested Position: _____

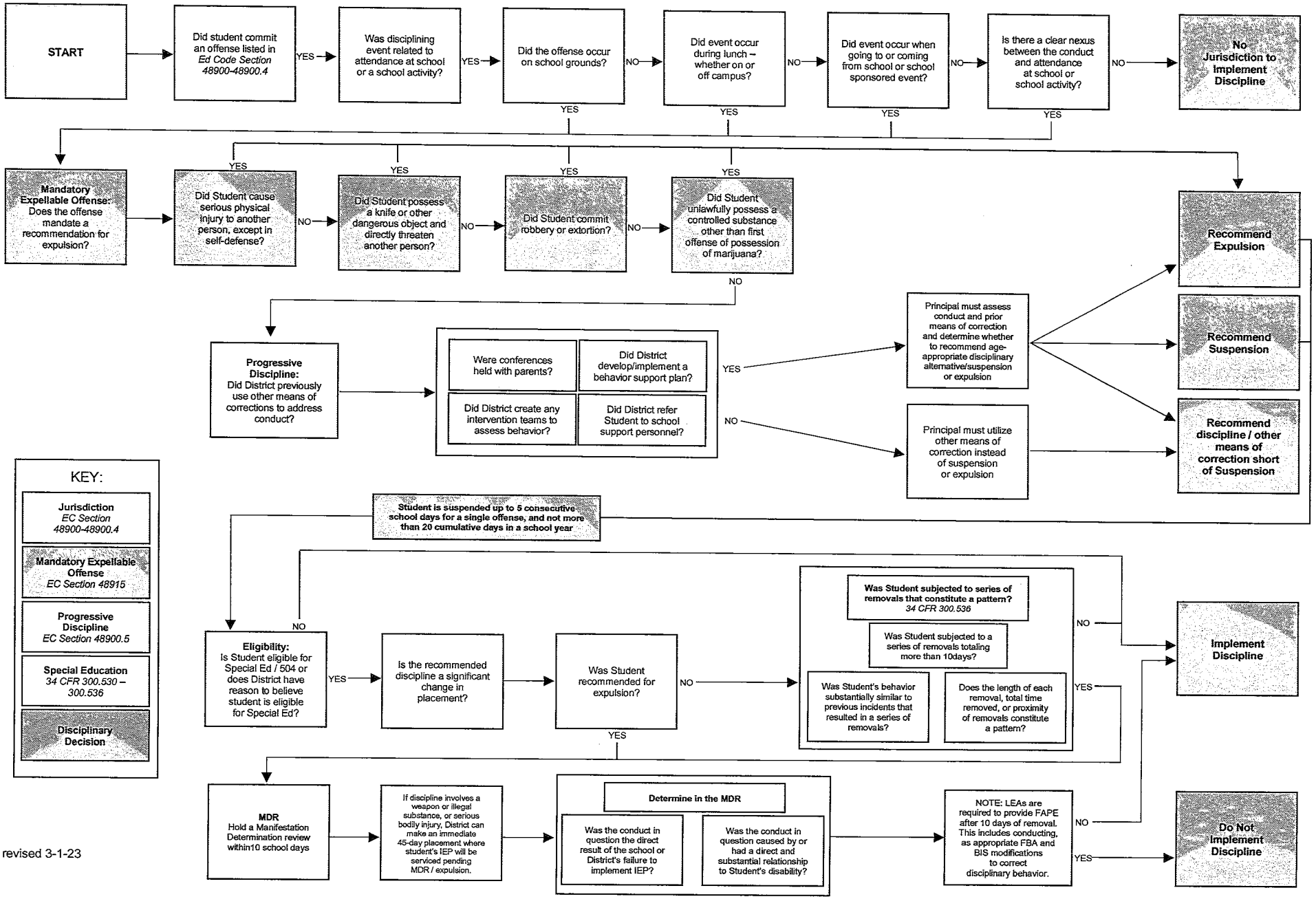
6. Location of Requested Position: _____

   Requested Position: _____

The Chula Vista Elementary School District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or 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. (CVESD Board Policy 0410.)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

Discipline Process



revised 3-1-23

Suspension/Expulsion Charges – Quick Reference

Page 1 of 2 (updated 09/09/2022)

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES℠

Prior to acting to suspend or recommend for expulsion, administrators should consider whether using another means of correction in lieu of suspension or expulsion is appropriate. (Please review EC 48900.5 for limitations on suspension and 48915(b) and (e) for limitations on expulsion.) The references included with each of the violation types below should be evaluated to determine if they accurately describe the act for which they are being considered. Hypertext links to relevant laws are included below to aid school administrators in making those determinations.

Violation Type	Possible Suspension and Expulsion Charges		
	Must Recommend to Expel	**Must Recommend Expulsion Unless Inappropriate**	**May Suspend and/or Recommend to Expel** (Note: Expulsion orders cannot be based solely on 48900(k), (n), (o), (q), (r), (t) or 48900.7.)
Aiding & Abetting (see PEN 31)			48900 (t)
Alcohol or Intoxicant - Furnished			48900 (c)
Alcohol or Intoxicant - Offered, arranged or negotiated to sell			48900 (c)
Alcohol or Intoxicant - Possessed			48900 (c)
Alcohol or Intoxicant - Selling			48900 (c)
Alcohol or Intoxicant - Under the Influence			48900 (c)
Alcohol or Intoxicant (look-a-like) - Offered, arranged, negotiated to sell or sold			48900 (d)
Assault (on other than a school employee - see injury.)			
Assault or Battery on a School Employee (as described by PEN 240 and 242)		48915 (a)(1)(E)	48900 (a)(2), (a)(1)
Battery (if caused serious injury, also see injury, serious)			48900 (a)(2), (a)(1)
Bomb Threat			48900.7, 48900 (a)(1)
Bullying			48900 (r), 48900.4
Controlled Substance – Furnished (see HSC 11053)			48900 (c)
Controlled Substance – IMPORTANT: All charges for controlled substance reference substances listed in HSC 11053)			
Controlled Substance – Offered, arranged or negotiated to sell (see HSC 11053)			48900 (c)
Controlled Substance – Possessed (see HSC 11053)		48915 (a)(1)(C)	48900 (c)
Controlled Substance – Selling (see HSC 11053)	48915 (c)(3)	48915 (a)(1)(C)	48900 (c)
Controlled Substance – Under the Influence (see HSC 11053)			48900 (c)
Controlled Substance (look-a-like) – furnished			48900 (d)
Dangerous Object		48915 (a)(1)(B)	48900 (b)
Defiance of Valid School Authority - (Not available for suspension K-8, or expulsion K-12)			48900 (k)
Destruction of Property – Caused or attempted			48900 (f)
Disruption of School Activities – (Not available for suspension K-8, or expulsion K-12)			48900 (k)
Drug paraphernalia – (as defined in HSC 11014.5)			48900 (j)
Explosive (see 18 UCS 921(a)(4))	48915 (c)(5)	48915 (a)(1)(B)	48900 (b)
Extortion – Attempted (see PEN 518)			48900 (e)
Extortion – Committed (see PEN 518)		48915 (a)(1)(D)	48900 (e)
Fight (see injury)			
Firearm – Imitation			48900 (m)
Firearm (see PEN 16520)	48915 (c)(1)	48915 (a)(1)(B)	48900 (b)
Gun (see firearm)			
Harassed, Threatened or Intimidated a Complaining Witness			48900 (o), (a)(1)
Harassment – Severe or Pervasive			48900.4, 48900 (a)(1)

Suspension/Expulsion Charges – Quick Reference

Page 2 of 2 (updated 09/09/2022)

san diego county office of EDUCATION
FUTURE WITHOUT BOUNDARIES℠

Violation Type	Possible Suspension and Expulsion Charges		
	Must Recommend to Expel	**Must Recommend Expulsion Unless Inappropriate**	**May Suspend and/or Recommend to Expel** (Note: Expulsion orders cannot be based solely on 48900(k), (n), (o), (q), (r), (t) or 48900.7.)
Hate Violence (EC 48900.3 refers to EC 233(e) which in turn references acts defined in PEN 422.6, 422.7, or 422.75)			48900.3, 48900 (a)(1), (a)(2)
Hazing			48900 (q)
Hostile Educational Environment			48900.4, 48900 (r)
Imitation Firearm			48900 (m)
Injury – Attempted			48900 (a)(1)
Injury – Caused			48900 (a)(1), (a)(2)
Injury – Caused Serious Injury		48915 (a)(1)(A)	48900 (a)(1), (a)(2)
Injury – Threatened			48900 (a)(1)
Intimidation – Severe or Pervasive			48900.4, 48900 (a)(1)
Jumped (see Battery)			48900 (a)(2), (a)(1)
Knife – Brandished (knife defined in EC 48915 (g))	48915 (c)(2)	48915 (a)(1)(B)	48900 (b)
Knife (as defined in EC 48915 (g))		48915 (a)(1)(B)	48900 (b)
Look-a-like Alcohol or Intoxicant (see alcohol or intoxicant, look-a-like)			48900 (d)
Look-a-like Controlled Substance (see controlled substance, look-a-like)			48900 (d)
Look-a-like Gun			48900 (m)
Nicotine products			48900 (h)
Obscene act			48900 (i)
Paraphernalia, Drug – (as defined in HSC 11014.5)			48900 (j)
Profanity (Habitual)			48900 (i)
Robbery – Attempted (see PEN 211)			48900 (e)
Robbery – Committed (see PEN 211)		48915 (a)(1)(D)	48900 (e)
Sexual Assault or Battery – Attempted or committed (as described in PEN 261, 266c, 286, 287, 288, 289 or 243.4)	48915 (c)(4)		48900 (n)
Sexual Harassment			48900.2
Soma – Arranged to sell			48900 (p), (c)
Soma – Negotiated to sell			48900 (p), (c)
Soma – Offered			48900 (p), (c)
Soma – Possessed		48915 (a)(1)(C)	48900 (c)
Soma – Sold	48915 (c)(3)	48915 (a)(1)(C)	48900 (p), (c)
Stolen Property (knowingly received)			48900 (l)
Terroristic Threat			48900.7, 48900 (a)(1)
Theft (or attempt to steel)			48900 (g)
Threat			48900 (a)(1) 48900.7
Tobacco products			48900 (h)
Vandalism - Caused or attempted			48900 (f)
Vaping (The CDE defines vaping as falling under EC 48900 (h).)			48900 (h)
Vulgarity (Habitual)			48900 (i)
Willful use of force (see "battery" and if caused serious injury, also see "injury, serious")			48900 (a)(2), (a)(1)

Chula Vista Elementary School District

Acceptable Use Policy Final Proposal

August 18, 2014

The District proposes to continue using the current Employee Internet Use Guidelines/Agreement for the 2014-2015 school year. The parties will continue to negotiate the impacts and effects of the revised Acceptable Use Policy form during the 2014-15 school year.

(See Attached Employee Interview Use Guidelines/Agreement)

CVESD

Sandra Villegas-Zuniga

October 29, 2014
Date

CVE

Chris Fite

10/29/14
Date

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

EMPLOYEE INTERNET USE GUIDELINES/AGREEMENT

The Employee Internet Use Guidelines/Agreement is a legally binding agreement. Use of the District's Internet access and e-mail services are privileges made available to District staff who comply with the terms of this Agreement. Rules that commonly apply to school conduct are in force in connection with Internet communication and use of any telecommunications technology. The District will treat unacceptable Internet content as it would any other form of potentially offensive written or broadcast content. The Chula Vista Elementary School District encourages use of this valuable educational tool, but will not condone access to or exchange of inappropriate information on the Internet.

In compliance with the Children's Internet Protection Act (CIPA):

1. Individuals shall not access, post, submit, publish, or display harmful or inappropriate matter.

2. Individuals shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy District equipment or materials or the data of any other user, including so-called "hacking".

3. While conducting research, users must exercise restraint in copying ideas or writings of other persons without giving credit. Plagiarism, whether in print or non-printed media, and violation of copyright laws will not be condoned.

4. Individuals shall not disclose, use, or disseminate personal information regarding minors or District staff.

5. Individuals are responsible for reporting any misuse of Internet services to their site administrator or the appropriate District staff.

I understand and will abide by the terms and conditions outlined in the Employee Internet Use Guidelines/Agreement and will assume responsibility for appropriate use of the Internet.

User Information:

Name (please print)	Signature	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CVE AND THE

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") will cover the agreement between the CVE and the CVESD regarding AEGIXs security system. The purpose of this MOU is to clarify the following:

- The AEGIX safety and security system is intended to protect District students and staff in dangerous or unsafe situations.

- The AEGIX system includes necessary use of District laptop devices, or other devices, or an employee personal cell phone. Employees shall not be required to use their own personal electronic devices including cell phones for the AEGIX.

- Unit Members will be trained in proper use of this system prior to, or simultaneously with, distribution and activation of AEGIX.

- Unit members will not be disciplined for the good faith use of the AEGIX system. The AEGIX system does not have the capability to track or monitor the location of devices.

- The AEGIX system shall not be used as a substitute for walkie-talkies or other "normal" types of communication, however, the AEGIX system can and shall be used to secure the safety of CVESD students and staff.

- The District shall make available to unit members appropriate electronic devices to use the AEGIX system if a unit member declines to use their personal phone, laptop, or other personal electronic devices.

This MOU shall be in effect from the date it is signed by both parties. This MOU remains in effect until a new agreement is made or the AEGIX system is included in the collective bargaining agreement. Either party can sunshine or request the MOU to be extended without sacrificing one of the reopeners in Article 58.

Chula Vista Educators

Date: 1/16/24

Chula Vista Elementary School District

Date: 1/16/24

Memorandum of Understanding between

Chula Vista Elementary School District

and Chula Vista Educators

January 30, 2024

This agreement is entered into between the Chula Vista Elementary School District (CVESD) and Chula Vista Educators (CVE).

1. Chula Vista Educators will reimburse the District for the President of the Association's 8th hour of work at their per diem rate as outlined in CVE's Standing Rules.

2. This agreement will be effective as of July 1, 2023.

1/30/24

For Chula Vista Educators

1/30/2024

For Chula Vista Elementary School District

MEMORANDUM OF UNDERSTANDING

BETWEEN

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

AND

CHULA VISTA EDUCATORS

This Memorandum of Understanding ("MOU") is made and entered into by and between CHULA VISTA ELEMENTARY SCHOOL DISTRICT ("District") and CHULA VISTA EDUCATORS ("CVE") regarding Lead Teachers (TK-6).

The District shall post Lead Teacher positions for the specific discipline internally and qualified candidates will be interviewed and selected for the position. Lead Teachers will be hired for the following disciplines:

- Biliteracy (Dual Immersion)
- Language Development (ie. GLAD)
- VAPA (Music, Theatre, Visual Arts, Dance)
- Specialized Programs (P.E., STEAM, Robotics, etc...)

Lead Teachers will receive an annual stipend of five thousand dollars ($5000). This stipend will be paid in twelve equal installments throughout the school year with their monthly pay warrant. Lead Teachers hired after the start of the school year will receive a prorated amount of the stipend, paid out in equal monthly installments through the rest of the school year with their monthly pay warrant.

Lead Teachers will provide support to teachers and deliver Professional Development. It is anticipated that an average of six (6) to eight (8) hours outside of contract hours per month, not to exceed sixty (60) hours during the school year will be needed to offer such support.

Annual continuation in the lead position will be determined at the discretion of the department administrator.

This MOU shall be in effect from the date it is signed by both parties. This MOU remains in effect until a new agreement is made or it is included in the collective bargaining agreement.

Jason Romero
Assistant Superintendent of Human Resources

12/3/24
Date

Timothy Kriss
Chula Vista Educators Bargaining Chair

12-3-24
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

AND

CHULA VISTA EDUCATORS

This Memorandum of Understanding ("MOU") is made and entered into by and between CHULA VISTA ELEMENTARY SCHOOL DISTRICT ("District") and CHULA VISTA EDUCATORS ("CVE") regarding Special Education Teacher Sign-On Bonus.

The parties agree to the following:

- The District shall provide a $15,000 (fifteen thousand dollars) sign-on bonus to eligible newly hired employee who hold a Special Education (Education Specialist Instruction) Credential and will hold a position as a Special Education Mild/Moderate, Special Education Moderate/Severe position or Resource Specialist.
- The new hire is contractually obligated to stay with the District as a Special Education Teacher for 3 (three) years.
- Current CVESD teachers who are eligible to transfer into a Special Education assignment will also receive a $15,000 (fifteen thousand dollars) sign-on bonus.
- Current CVESD teachers who transfer into a Special Education assignment are contractually obligated to stay in their assignment for 3 (three) years.
- Sign-on bonus shall be paid the full $15,000 (fifteen thousand dollars) in their (1st) first pay warrant.
- Employees who leave the District before the 3 (three) years must repay the sign-on bonus at $5000 (five thousand dollars) per year left on their contract.

This MOU shall be in effect from the date it is signed by both parties. This MOU remains in effect until a new agreement is made or it is included in the collective bargaining agreement.

Jason Romero
Assistant Superintendent of Human Resources

12/3/24
Date

Timothy Kriss
Chula Vista Educators Bargaining Chair

12-3-24
Date

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 with the District, "the Parties") hereby enter into this Memorandum of Understanding ("MOU") regarding Community Schools.

December 18, 2025

AGREEMENT

Community schools provide services and support which fit each neighborhood's needs, created and run by the people who know our children best – families, educators, community organizations, local governments, and the students themselves – all working together. Transformational community schools utilize the evidence-based four pillars and four proven practices for community schools implementation established by the California State Board of Education. The four community schools pillars are:

1. **Integrated student supports** that address out-of-school barriers through the coordination of trauma-informed health, mental health, and social services
2. **Expanded and enriched learning time and opportunities** that include academic support, enrichment, and real-world learning opportunities (e.g., internships, project-based learning)
3. **Family and community engagement**, which involves actively tapping the expertise and knowledge of family and community members to serve as true partners in supporting and educating students
4. **Collaborative leadership and practices** for educators and administrators that establish a culture of professional learning, collective trust, and shared responsibility for outcomes in a manner that includes students, families, and community members

The four proven practices for community schools implementation consist of:

1. **Community needs and assets assessments** that engage school and community interest holders in a coherent process of identifying and curating assets and wisdoms throughout the community

2. A **community school coordinator** who is responsible for the overall implementation of community school processes, programs, partnerships and strategies at the school site
3. **Site-based and districtwide community schools shared decision-making bodies (steering committees)** that engage interest holders including students, staff, families, and community members in determining the focus and direction of the community school effort
4. **Integration and alignment** where the community schools initiative is cross-stitched with other racial justice, education justice and equity initiatives at the district and school site level

To build quality community schools, Chula Vista Elementary School District (CVESD) and Chula Vista Educators (CVE) agree to the following:

1. **District Infrastructure for Successful Community Schools:** The CVESD and CVE agree to the following minimum staffing to support the CVESD Community Schools program:

1.1. District Community Schools (CS) Director and/or Coordinator

1.1.1. The District Community Schools Director and/or Coordinator will be responsible for implementing the district-wide community schools program, coordinate and provide leadership and direction to site community school coordinators, administrators, school teams, in the establishment, and development of community schools as it relates to the defined program pillars and structures in partnership as determined by the District Wide Community Schools Steering Committee (see 2.1 of this article).

1.1.2. The District Community Schools Director will also be responsible for supervising community school coordinators.

1.1.3. The District CS Coordinator and/or Director will be responsible for facilitating a professional learning community that will support Site Community School Coordinators and promote ongoing stakeholder participation in the site-based community school problem-solving process (refer to the CVESD CS handbook).

1.2. Site Community School Coordinator

1.2.1. Each designated community school will be assigned a Site Community School Coordinator.

1.2.2. The community school coordinator will be a district classified or a certificated bargaining unit member.

1.2.3. Responsibilities include participating in collaborative leadership with their assigned school communities in the establishment and development of the community school program pillars and structures.

1.2.4. Appropriate Workspace. Site Community School Coordinators shall be provided an appropriate workspace which shall be private and confidential when necessitated by the nature of the work.

1.3. Professional Development for Site Community School Coordinators

1.3.1. CVESD will partner with the CVE/CTA/NEA to provide professional development and build capacity of site community school coordinators in order to align with the national model for Community Schools.

2. **District-Wide Community Schools Steering Committee:** The CVESD and CVE will establish a Community Schools District-Wide Steering Committee. The Steering Committee will be composed of partners that share a commitment to support the purpose and creation of a Community School model in CVESD.

2.1. Responsibilities of District-Wide Steering Committee will include:

2.1.1. Facilitating a democratic designation process for district community schools

2.1.2. Determining benchmarks for evaluation of community school implementation

2.1.3. Continually supporting and refining the community school implementation process in partnership with district staff

2.2. Selection Process: CVESD and CVE will collaboratively appoint an equal number of members each to the Steering Committee.

2.3. Term: Steering Committee members will agree to serve on the committee for one year from the date of commencement. Steering Committee members may serve more than one year if the District and CVE agree to reappoint them.

2.4. CVESD and CVE shall designate a co-chair for the Steering Committee.

2.5. The co-chairs, with support from the District Community Schools Director and/or Coordinator, will collaboratively set the schedule of the meetings and determine the agenda in advance.

3. **Site-Based Community School Shared Decision-Making Body:** Each designated community school site shall have a Site-Based Community School Shared Decision-Making Body, referred to as Site Community Schools Steering Committee (SCSSC), that works with the Site Community School Coordinator to support community school programs.

3.1. Composition: The composition of Site-Based Community School Shared Decision-Making Bodies shall be as follows: There are 12 voting members of the SCSSC and membership includes the following officer positions: two co-chairs (site

administrator and CVE member), two certificated staff (CVE members), two classified staff, two family representatives, two community partner representatives and two students. All present active members shall cast votes on agenda items. In addition to the 12 voting members, Site Community School Coordinator shall attend and facilitate all meetings. Site CS Coordinators may only vote in the circumstance where a tie-breaker vote is necessary.

3.2. Selection Process: Representatives shall be elected by their respective constituency. Certificated representatives shall be CVE members in good standing.

3.3. Term: Members will serve for one school year and can be re-elected.

3.4. Responsibilities of Site Community Schools Steering Committee Members:

3.4.1. Responsibilities and duties of the co-chairs:

3.4.1.a Facilitate discussion by ensuring all perspectives are heard and work toward consensus among committee members.

3.4.1.b Develop and finalize agendas.

3.4.1.c Communicate and collaborate with the working group leaders.

3.4.1.d Maintain and distribute documents including meeting minutes, bylaws, working group actions, minutes from working groups.

3.4.1.e Conduct elections for SCSSC members and officers.

3.4.2. Responsibilities and duties of voting members:

3.4.2.a Attend and actively participate in all SCSSC meetings and communications.

3.4.3.b Facilitate quarterly focus group meetings within their working group to allow for constituent opinions to be heard and represented in SCSSC meetings.

3.5. Meetings/Procedures:

3.5.1. Regular meetings of the CSSC shall be held monthly. Special meetings of the CSSC my be held at any time upon twenty-four (24) hour notice, oral or written, in person or electronically, by the Co-Chairs, and notified by the Secretary. The agenda(s) will be developed by the co-chairs with input by the members. The members of the committee may invite resource people to attend meetings of the committee when necessary.

3.5.2. Minutes of committee meetings shall be recorded by a person jointly selected by the committee and the site coordinator. Such minutes shall be

distributed to all staff and families within five (5) duty days following the meeting. The person responsible shall make reasonable efforts to distribute the minutes of the previous meeting at least three (3) duty days prior to the next meeting. The content of the minutes shall be mutually approved by the site coordinator and the committee before distribution.

3.6. The District will comply with any matching funds grant requirements to continue supporting community schools. (Subject to state funding). These funds can be used for systematic and ongoing investment in parent/community/youth organizing, outreach and training; partnership opportunities; and, both curriculum training time and collaborative curriculum planning time for educators, specifically around culturally-responsive and community/civically-connected curriculum.

4. **Racially Just Community Schools:** The CVESD, CVE, CVCEO and AACV commit to creating racially just and restorative school climates. This includes:

4.1. Culturally Proficient and Relevant Instruction:

4.1.1. CVESD and CVE shall contract with a proven and successful partner to facilitate a democratic design process of deep engagement of parents, youth, educators, and community members, at all Community Schools to inform curriculum audits, training, and planning.

4.1.2. CVESD shall provide adequate planning time for educators to calibrate community-based curriculum with criteria that emerge from the democratic design process referenced above.

This MOU shall become effective upon signature by authorized officials from CVESD and CVE and will remain in effect until modified or terminated by any one of the partners by mutual consent. The Parties agree to review this MOU on an annual basis no later than May 1st of each school year to determine the effectiveness of the MOU. In the absence of mutual agreement by the authorized officials from CVESD and CVE this MOU shall end on June 30, 2028.