

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
BARGAINING UPDATE  
DISTRICT NEGOTIATIONS WITH CHULA VISTA EDUCATORS**

**No. 7**

**October 26, 2016**

**CVE NEGOTIATIONS UPDATE**

The Districts' negotiation team and CVE's negotiation team met on October 26, 2016.

We reached tentative agreements on:

- Article 10 Class Size
- Article 13 Peer Assistance and Review
- Article 16 Health Rehabilitation Leave
- Article 18 Bereavement Leave
- Article 45 Camp
- Article 51 Health
- Article 52 Wages
- Article 55 BTSA
- Article 59 Duration (See attachments)

CVE presented a proposal on the only remaining article, Article 8 Hours, and the District responded with a counter proposal to keep current language on that article.

A discussion was also had regarding the 2017-18 school year calendar.

Our next meeting is scheduled for November 3.

**Please note that all negotiation updates are available on the District website at: <http://www.cvesd.org/DISTRICT/Pages/Negotiations.aspx> (On the District webpage, click on District and then click on Negotiations.)**

**Bargaining Team Members in Attendance**

**CVE BARGAINING TEAM**

Chris Fite	Susan Skala
Michelle Harms	Manuel Yvellez
Elizabeth Hutson	
Carla Kriss	

**DISTRICT BARGAINING TEAM**

Gloria Ciriza	Jorge Mora
Carmen Emery	Matt Tessier
Oscar Esquivel	Jeff Thiel
Peter Fagen	

**Prepared by Human Resources Services & Support**

**October 26, 2016**

*PA*  
for CVE  
10/26/16

CVESD Proposal  
October 26, 2016

*John*  
CVESD  
10/26/16

Current Contract Language

Article 16      Health Rehabilitation Leave  
Article 45      Camp

*CVE*  
*for CVE*  
*10/26/16*

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CUESD  
*10/26/16*

## CVE Proposal ARTICLE 10. CLASS SIZE

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

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CVESD COUNTER PROPOSAL  
October 26, 2016

ARTICLE 13. PEER ASSISTANCE AND PEER REVIEW  
(PAR)

**ARTICLE 13. PEER ASSISTANCE AND PEER  
REVIEW (PAR)**

The Chula Vista Educators and the Chula Vista Elementary School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching.

Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

**13.1 Joint Committee (JC)**

- 13.1.1 The Joint Committee shall consist of five (5) members, three (3) of whom shall be designated by CVE. The District shall designate the remaining two members of the Joint Committee who shall be administrators in the CVESD.
- 13.1.2 The Joint Committee shall establish its own meeting schedule. To meet, four (4) of the five (5) members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from regular duties to attend meetings when deemed necessary by the Joint Committee, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday or work year, they shall be compensated at the unit member's pro rata hourly rate of pay not to exceed \$4,000.00 in the first year. ~~Subsequent to the 2000-2001 school year, such compensation shall not exceed \$3,000.00~~ \$5,000 per person in any one fiscal year. Compensation for Joint

Committee members shall not be considered an administrative expense but direct services for the operation of the program.

13.1.3 The Joint Committee shall be responsible for the following:

- (1) Ensuring expenditures for the PAR program shall not exceed the funds received from the state for the PAR program.
- (2) Developing and administering the annual budget for the expenditure of funds allocated by The State for the PAR
- (3) program in accordance with the District budget development process.
- (4) Providing annual training for the Joint Committee members.
- (5) Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- (6) Selecting the panel of Consulting Teachers.
- (7) Selecting trainers and/or training providers.
- (8) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (9) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
- (10) Making available a list from the panel of Consulting Teachers for selection by the Participating Teacher.
- (11) Determining a reasonable and appropriate caseload for Consulting Teachers.

- (12) 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.
- (13) Distributing a copy of the adopted Rules and Procedures to all bargaining unit members and administrators after the initial adoption of such.
- (14) Establishing a procedure for application as a Consulting Teacher.
- (15) Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations, including the needs of the BTSA program.
- (16) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program including providing names
- (17) of participants not able to demonstrate satisfactory improvement after receiving sustained assistance.
- (18) Evaluating annually the impact of the PAR program in order to improve the program with recommendations to the bargaining teams.

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

13.1.5 Decisions of The PAR Council will be made utilizing a consensus model. In the absence of consensus,

decisions shall be made by a majority vote of the committee members present.

### 13.2 Participating Teachers (PT)

- 13.2.1 Effective July 1, **2016**, a Referred Participating Teacher is a teacher with permanent **or probationary** status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of a rating of "unsatisfactory" in Sections 1, 2, 3, or 4 on Form E-2 (CVESD Summary Evaluation Report).
- 13.2.2 A Volunteer Participating Teacher is a teacher with permanent, **probationary, or temporary** status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
- 13.2.3 A Referred Participating Teacher may select his or her Consulting Teacher from a list of Consulting Teachers made available by the Joint Committee. The Joint Committee may assign a different Consulting Teacher to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- 13.2.4 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee, nor be placed in the employee's personnel file.
- 13.2.5 A Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

### 13.3 Consulting Teachers (CT)

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

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

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

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

All applications and references shall be treated with confidentiality.

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

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



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

- 13.3.4 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.
- 13.3.5 In addition to the regular salary, a Consulting Teacher shall receive compensation as determined by the Joint Committee.
- 13.3.6 Upon completion of his or her service as a full time released Consulting Teacher, a teacher shall have the right to return to his or her previous school site in a similar assignment, upon request. Otherwise the teacher shall be returned to a regular assignment in accordance with the Transfer article of this Agreement.
- 13.3.7 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.
- 13.3.8 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.
- 13.3.9 After the Consulting Teacher has been designated, he or she shall meet with the Referred Participating Teacher and the Participating Teacher's evaluator to discuss the basis for the unsatisfactory performance as well as assistance and recommendations previously made for the teacher by the evaluator. Thereafter, the Consulting Teacher shall maintain a cooperative relationship with the evaluator.
- 13.3.10 After consulting with the evaluator, the Consulting Teacher shall meet with the Referred Participating

Teacher to discuss the PAR Program, to establish performance goals, develop a mutually agreed upon assistance plan and develop a process for determining successful completion of the PAR Program. A copy of the assistance plan, including performance goals, shall be given to the Evaluator.

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

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

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

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

#### **13.4 Miscellaneous Provisions**

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

October 26, 2016  
Tentative Agreement

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### 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, and the spouse 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 step-mother, step-father, step-brother, step-sister of the employee or spouse of the employee), **registered or unregistered domestic partners** or any relative living in the 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.

CVE PROPOSAL  
October 19, 2016

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for CVE  
10/26/16

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CVESD  
10/26/16

## ARTICLE 51. HEALTH

### 51.1 Health Insurance

51.1.1 For each eligible employee, effective July 1, 2016 ~~July 1, 2014~~, the District agrees to provide a maximum total contribution annually of eight thousand five hundred nine dollars and seventy cents (~~\$8,509.70~~) twelve thousand dollars (\$12,000) in twelve monthly increments of one thousand dollars (\$1000) ~~seven hundred nine dollars and fourteen cents (\$709.14)~~ minus the twelve monthly premium costs of employee only dental insurance, employee only vision insurance, life insurance and group salary protection to be applied to the voluntary District group medical insurance program for employees and dependents for the duration of this Agreement. ~~Effective January 1, 2010, the health care options are a Kaiser plan with a \$10/\$10 co-pay plan design, an Aetna HMO Value Network Plan with a \$10 co-pay design, the Aetna Full Network with a \$15 co-pay design and Aetna Open Access Managed Care with variable coverage percentages.~~

~~For each eligible employee, effective January 1, 2015, the District agrees to provide a maximum total contribution annually of nine thousand dollars and zero cents (\$9,000.00) in twelve monthly increments of seven hundred fifty dollars (\$750.00) minus the twelve monthly premium costs of employee only dental insurance, employee only vision insurance, life insurance and group salary protection to be applied to the voluntary District group medical insurance program for employees and dependents for the duration of this Agreement. Effective January 1, 2010, the health care options are a Kaiser plan with a \$10/\$10 co-pay plan design, an Aetna HMO Value Network Plan with a \$10 co-pay design, the Aetna Full Network with a \$15 co-pay design and Aetna Open Access Managed Care with variable coverage percentages.~~

~~For each eligible employee, effective July 1, 2015, the District agrees to provide a maximum total contribution annually of nine thousand five hundred dollars (\$9,500.00) in twelve monthly increments of seven hundred ninety one dollars and sixty seven cents (\$791.67) 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 employees and dependents for the duration of this Agreement. Effective January 1, 2010, the health care options are a Kaiser plan with a \$10/\$10 co-pay plan design, an Aetna HMO Value Network Plan with a \$10 co-pay~~

~~design, the Aetna Full Network with a \$15 co-pay design and Aetna Open Access Managed Care with variable coverage percentages.~~

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. After meeting, conferring, and reaching consensus, the HBC will select plans and providers and make recommendations to their respective constituents. This shall be done no later than September 1<sup>st</sup> of every year. The District guarantees that any increase in health care premium costs to CVE members will not exceed the "Average VEBA San Diego Health Premium Cost Increase" for San Diego County school districts until December 31, 2013.~~

~~For example, if any employee had an out-of-pocket expense of \$100 per month, and in the subsequent year, the average VEBA San Diego rate increase would have been raised to \$130 per month, regardless of the rate increase of the selected provider, the monthly premium out-of-pocket cost for the similar plan will be limited to \$130 per month.~~

~~The District will increase its contribution through a health benefit augmentation fund to cover the cost differential, if any, through the 2013 plan year.~~

- 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, 2010, the District shall contribute an amount up to three thousand seven hundred seventy-eight dollars and ten cents (~~\$3,778.10~~) **six thousand dollars (\$6,000.00)** 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, 2003~~, July 1, 2016, the District shall contribute an amount up to the maximum of six thousand dollars ~~three thousand seven hundred seventy-eight dollars and ten cents (\$3,778.10)~~ (\$6000) paid monthly at five ~~three~~ hundred and ~~fourteen~~ dollars and ~~eighty-four~~ cents ~~(\$314.84)~~ (\$500) to be applied toward the premium of the District group medical insurance program up to, but not including the month in which the retiree turns age sixty-five (65). These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee member shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.

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

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

51.2 **Dental Insurance.** For each eligible employee, the District agrees to provide a dental insurance program for the duration of this Agreement. The dental plan shall have benefits at least equivalent to the benefits provided in the Delta

Preferred Benefits Option administered in 2010. The carriers and plans will be recommended by the HBC.

- 51.3 **Life Insurance.** For each eligible employee, the District agrees to provide a group life insurance program in the amount of \$50,000 for the duration of this Agreement. Effective July 1, 1997, the District will provide the option for the employee to purchase, at the employee's expense, life insurance. The carriers and plans will be recommended by the HBC.
- 51.4. **Group Salary Protection.** The District agrees to provide for each eligible employee a District group salary protection plan. The carriers and plans will be recommended by the HBC and will include Standard Insurance Company among the choices.
- 51.5 **Vision Insurance.** The District agrees to provide for each eligible employee a vision plan. The vision plan shall have benefits at least equivalent to the benefits provided through CPIC Life, Group #F21102, administered by Medical Eye Services of California in 2010. The carriers and plans will be recommended by the HBC.
- 51.6 **Benefits Upon Termination of Employment.** Should an employee's employment terminate following the completion of his or her work year and before the commencement of the ensuing school year (work year) such employee shall be entitled to continued group medical, group dental and group life insurance coverage for the length of time and to the extent that the current group insurance premium has been completely paid. These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier. This provision shall not serve to limit employees who retire from any other benefits to which they might otherwise be entitled.
- 51.7 The employee shall be responsible for any premium which is in excess of the total maximum premium sum specified in 51.1.1. Any amount beyond the maximum total shall be paid by the employee through payroll deductions.
- 51.8 **Physical Examination.** Examination for tuberculosis will be required every four (4) years. The District shall not illegally require a physical nor mental examination of any employee.
- 51.9 **COBRA.** The District will comply with all federal regulations regarding COBRA.
- 51.10 **Medical Benefit Waiver.** The District agrees to provide an annual cash option of \$1,200 for those employees who elect the cash option in lieu of the medical



benefit options. Per Southern California Schools VEBA requirements, effective January 1, 2016, all employees waiving coverage for the first time are not eligible for the cash option. Employees who elect the cash option shall provide proof of current alternative medical coverage. Should an employee lose alternative coverage due to a qualifying event, he/she will be able to enroll in any one of the medical insurance options available but must enroll within thirty (30) days of the date the alternate coverage is canceled.

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

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

*CVI*  
For CVI  
10/26/16

CVE Proposal  
October 26, 2016

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CVESD  
*[Signature]*  
10/26/16

**ARTICLE 52. WAGES**

**52.1 Salary Information**

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

**52.2 Salary Provisions**

- 52.2.1 Employees shall progress according to the regulations set forth in this section.
- 52.2.2 The salary schedule shall be increased by ~~three (3)~~ six (6) percent, effective **July 1, 2016**. ~~July 1, 2013, on the salary schedule. A three (3) percent increase on salary schedule payment shall become effective July 1, 2014. A one (1) percent on the salary schedule payment shall become effective July 1, 2015. The salary schedules of all employees are set forth in Appendix F. (For 2017-18, see October 11, 2016 Memorandum of Understanding.)~~
- 52.2.3 Each employee shall be granted one step on the appropriate salary schedule for each year of satisfactory continuous service within the District conditioned upon and to the extent of whichever of the following occurs first:

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

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

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

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

- b.c. Active United States military service, if performed after December 7, 1941, and prior to being employed by the District, may be allowed conditioned upon the following:
  - (1) Eighteen (18) to thirty-six (36) months of service credit for one (1) year of experience.
  - (2) Thirty-six (36) months or more of service credit for two (2) years of experience.

(3) A limit of two (2) years credit may be allowed within the maximum of five (5) years' experience credit listed in paragraph 52.2.4.a of this provision.

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

e. **Special Education Teachers include the following: Special Day Class, Resource Specialist Program, Occupational Therapist, and Adaptive Physical Education teachers. Special Education Teachers employed in a position which requires a Special Education Teacher's Credential will be placed on the Special Education Teachers' Salary Schedule contained in Appendix F. Qualified Special Education Teachers will receive the annual \$1,000 stipend in addition to their salary to be noted on the Special Education Teachers' Salary Schedule contained in Appendix F.**

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

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

f. **Effective April 1, 2016, nurses who provided nursing services outside the District in a clinic or hospital setting while the nurse held both a Bachelor of Science in Nursing degree and was a fully licensed Registered Nurse, as well as former nursing services provided in the District, will be credited up**

to a maximum of five (5) years for all full years of service. Nursing experience must have been within the ten (10) years prior to employment with the District and must be verified from previous employers giving dates of service by school year and licensing agencies providing proof of licensure. The employee shall be required to file official college transcripts, proof of licensure, and proof of employment to the Human Resources Office in order to verify salary placement.

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

52.2.6 **Anniversary Increments**

- a. After completing sixteen (16) years of accredited service and beginning with the seventeenth (17<sup>th</sup>) year, an employee on the maximum salary step in Class 3 or higher will receive an annual increment equivalent to one step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.
- b. After completing twenty-one (21) years of accredited service and beginning with the twenty-second (22<sup>nd</sup>) year, an employee on the seventeenth (17<sup>th</sup>) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.
- c. After completing twenty-five (25) years of accredited service and beginning with the twenty-sixth (26<sup>th</sup>) year, an employee on the twenty-second (22<sup>nd</sup>) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.
- d. After completing twenty-eight (28) years of accredited service and beginning with the twenty-ninth (29<sup>th</sup>) year, an employee on the twenty-sixth (26<sup>th</sup>) year anniversary increment salary level will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.

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

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

Education	Social 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.

- e. The skills acquired in the courses are related to the employee's individual teaching goals and the District's goals and objectives.
- f. Prior approval must be received from the Superintendent or designee before any graduate course or District-sponsored inservice program not listed in 52.2.7.d may be applied toward movement on the salary schedule. Submit form 813077. If approval is denied, the employee may resubmit the request and include rationale for the need to attend the course as such course is related to the employee's specific job assignment.
- g. Nurses who earn continuing education credits which are eligible for professional relicensure and for which college credit is not granted, shall be eligible to apply these credits toward salary

reclassification on the following basis: Fifteen (15) hours of continuing education to one (1) semester unit of credit.

- h. During any one calendar year for salary credit:
  - (1) No more than a total of twenty (20) semester units or thirty (30) quarter units or the equivalent in District-sponsored inservice courses will be allowed.
  - (2) No more than a total of ten (10) semester units or fifteen (15) quarter units or the equivalent in District-sponsored inservice courses will be allowed while the employee is employed on full-time duty.
  - (3) No more than six (6) semester units per semester or ten (10) quarter units, or the equivalent in District-sponsored inservice courses, per quarter will be allowed.
  - (4) This provision in no way limits the actual number of units which can be taken by an employee.
  - (5) Upon approval by the Superintendent, an employee may accrue additional units for salary credit.
  - (6) Reassignment to a higher classification shall become effective at the beginning of the next pay period after the new classification requirements have been met in accordance with this provision.

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

- a. Application for approval shall be in writing on the appropriate District form.
- b. The Associate of Arts degree or its equivalent as determined by the District for placement or movement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- c. An official transcript must be submitted by the employee or from the college at the request and responsibility of the employee.
- d. The skills acquired in the degree are related to the permit teacher's assignment and the District's goals and objectives.

- e. Reassignment to Class II or III shall become effective at the beginning of the next pay period after the new classification requirements have been met in accordance with this provision.
- f. Class III (Associate of Arts Degree plus 30 units) shall be added for Permit Teachers.
- g. Anniversary Increment. After completing six (6) years of accredited service and beginning with the seventh (7th) year, a permit teacher on the fifth (5th) step will receive an annual increment equal to one additional step on the salary schedule conditioned upon receiving a satisfactory or better evaluation from the employee's immediate supervisor for work the previous year.

52.3 In the event an employee fails to timely release a substitute upon the expiration of leave, the employee may elect at his or her option, one of the following:

52.3.1 One day of pay shall be deducted from the employee's pay warrant, or

52.3.2 An amount equal to a substitute's daily rate of pay shall be deducted from the employee's pay warrant providing the employee performs services the entire date of the failure to timely release the substitute, or

52.3.3 The employee may utilize one day compelling personal importance leave providing such leave is earned, unused and accumulated.

52.4 Employees who voluntarily apply and are selected for posted employment opportunities as presenters or trainers during nonwork-nonpaid days (for example: Saturdays, summer months, intercession) 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 voluntarily apply and are selected for posted employment opportunities as curriculum writers during nonwork-nonpaid days are to be paid an hourly rate based on Class I, Step 1 of the current teachers' salary schedule. The time necessary to complete the assignment shall be determined by the District.

52.6 The District may schedule inservice and/or staff development during employees' nonwork-nonpaid days as long as participation by employees is strictly voluntary, there is some type of written posting or general written announcement of the opportunity to participate prior to the activity, and employees are paid at .60 of the daily rate for Step 1, Class I or one-half (1/2) of the daily rate if the activity is less than 3.5 hours.

52.7 **Relocation.** For those teachers required to relocate during a school year (after having already set up a classroom) the District shall provide two (2) days of substitute time made available or the amount paid a substitute. (~~\$100 per day~~).



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.

*CV*  
*for CVE*  
*10/26/16*

*[Signature]*  
*CVESD*  
*10/26/16*

## ARTICLE 55. Teacher Induction Program (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.

*R A*  
*for CUE*  
*10/26/16*

*TAJ*  
*[Signature]*  
*CVESD*  
*10/26/16*

Article 59. Duration

CVESD Final Proposal  
October 26, 2016

This agreement shall be effective upon ratification and shall remain in effect until June 30, 2018. Negotiations for a successor agreement shall begin no later than October 1, 2017.

Signatures

THIS AGREEMENT is signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

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