



**Agreement Between**

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**Chula Vista Elementary  
School District and  
Administrators Association  
Chula Vista**

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**July 1, 2024 – June 30, 2027**



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## **ARTICLE 1. AGREEMENT**

The Board of Education of the Chula Vista Elementary School District of San Diego County, State of California and the Administrators Association Chula Vista, agree as follows:

## **ARTICLE 2. RECOGNITION**

The Board of Education of the Chula Vista Elementary School District (hereinafter District) recognizes the Administrators Association Chula Vista (hereinafter AACV) as the exclusive bargaining representative of a bargaining unit of certificated supervisory employees described in the Public Employees Relations Board (hereinafter PERB) order of Chula Vista Elementary School District and Administrators Association Chula Vista Case No. LA-RR-1328-E, dated May 3, 2022.

### **Section 1: Bargaining Unit Composition**

Refer to Appendix A for classifications which are included within the Bargaining Unit.

### **Section 2: Changes to Classifications within the Bargaining Unit**

The District will, upon request, meet and negotiate any proposed changes which relate to titles, salaries, allocations of positions to classifications, and transferring work from one classification to another, for existing classifications within the bargaining unit.

## **ARTICLE 3. DEFINITIONS**

### **Section 1: Definitions**

**“Administrative Service”** means time worked in Chula Vista Elementary School District (CVESD) as Principal I, Principal II, Associate Principal or in any position on the management salary schedule.

**“Agreement”** shall mean the collective negotiations contract entered herein between the Chula Vista Elementary School District and Administrators Association Chula Vista (AACV).

**“Employee”** or **“Unit Member”** shall mean an employee of the Chula Vista Elementary School District who is included in the certificated employee bargaining unit specified by the recognition article.

**“Grievance”** shall mean a claim by one or more specifically named bargaining unit members or by AACV that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which adversely affected the grievant(s).

**“Grievant”** means a unit member, a group of unit members, or AACV.

**“Principal”** shall mean either Principal I or Principal II.

## **ARTICLE 4. DISTRICT RIGHTS**

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 the 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 decision on these matters when reasonably necessary during any meeting and negotiating pending any final conclusion in negotiations.

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 the law, and shall not be subject to the grievance procedure of this Agreement unless limited by the terms of this Agreement.

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.

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.

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 5. ORGANIZATIONAL RIGHTS / ORGANIZATIONAL SECURITY**

### **Section 1: Association Representation**

The method of selection of AACV officers is solely the responsibility of AACV. The District agrees to recognize AACV appointed officers who may receive complaints and grievances, conduct AACV business appropriate to the administration of this contract, and conduct such other AACV business not otherwise precluded by this Agreement. AACV representatives (staff and officers) shall be granted access to district premises for the purposes of administration of this Agreement and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any conference at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official AACV business, without loss of time, pay, or benefits, providing that all time shall be paid at their regular rate of pay.

### **Section 2: Unit Member Release Time for Association Business**

- A. The AACV Board of Directors shall have ten (10) days per school year to utilize for association business. Notification of such days shall be made to the Superintendent's office.
- B. AACV shall have the right to allow members to use days for union business upon the Superintendent or designated representative approval.

### **Section 3: Use of District Facilities and District Mail Service**

- A. AACV shall have the right to reasonable use of district buildings and facilities upon notice by AACV to the District.
- B. AACV shall be permitted use of the District mail service or unit member mailboxes, and electronic technologies for communication with bargaining unit members.

### **Section 4: Data Provided by the District**

The District will provide AACV without cost, an electronic copy of a roster of all AACV unit members. This list will include each unit member's employee identification number, name, address, home telephone number, District e-mail address, job site and hire date. This data will be provided monthly, typically on the first (1<sup>st</sup>) working day of the month and no later than the fifth (5<sup>th</sup>) working day of the month.

#### **Section 5: Committees/Meetings**

- A. AACV shall be responsible for appointing or electing representatives to committees charged with making decisions or recommendations which affect the terms and conditions of employment of unit members covered under this Agreement.
- B. The District supports AACV members' attendance at AACV events, including AACV's Board of Directors and committee meetings.

#### **Section 6: Distribution of Agreement**

- A. The District shall post this agreement and all amendments thereto on the District's website within thirty (30) calendar days of Board of Education approval of the agreement. AACV shall also be provided an electronic version of the agreement by that date.

#### **Section 7: Administration of Agreement**

The Superintendent, or designee, will meet monthly with the AACV President or designee and/or the AACV Executive Director or designee.

#### **Section 8: Proposed Policy Changes or New Policies**

The Association shall have reasonable opportunity to prepare and present a position in the event of any proposed policy change or new policy.

#### **Section 9: Dues Deductions**

When a unit member wishes to become a member of AACV, the unit member will complete the form provided electronically by AACV which authorizes deduction of membership dues. Such authorization shall continue from year to year unless revoked by the individual pursuant to the process set forth by AACV. The District shall deduct dues from each monthly pay warrant. Members of AACV may act to revoke their AACV membership by following the procedures determined by AACV and following the process for submission of written notice directly to AACV.

#### **Section 10: Establishment of Dues Schedule**

AACV will determine the dues schedule for all members of AACV. Changes to the dues schedule may be made by AACV without necessitating a new dues deduction authorization from any current member. AACV will give the District thirty (30) days advance notice of any changes in the dues schedule.

### **Section 11: Payment of Monies**

With respect to all sums deducted by the District pursuant to this Article, the District agrees to remit such monies to AACV within seven (7) workdays following the date the deduction was made. The remittance will be accompanied by an alphabetical listing of the names of unit members for whom such deduction have been taken.

### **Section 12: Hold Harmless**

AACV agrees to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold-harmless provision is intended to apply to circumstances involving a third-party challenge to the implementation and/or legality of the provisions of this Article and not to grievances or other disputes between the District and AACV involving the interpretation or implementation of these provisions.

AACV shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be comprised, defended, resisted, tried, or appealed. Prior to the exercise of these rights, AACV shall be required to inform and consult with the District.

## **ARTICLE 6. UNIT MEMBER RIGHTS**

### **Section 1: Right to Representation**

The District and AACV agree that unit members have a right to AACV representation at meetings or conferences that could or may reasonably lead to disciplinary action.

### **Section 2: Unit Member Rights**

No adverse action shall be taken against unit members for participation/non-participation in AACV activities so long as proper procedures have been followed in securing access to those activities.

### **Section 3: Threats Against Unit Members**



The District prioritizes the safety of staff and will not tolerate threats of physical harm, cases of emotional harm, or assault and/or battery against AACV unit members.

- A. Unit members shall immediately report to their supervisor all threats of physical or emotional harm or cases of assault and/or battery suffered by them in connection with their employment.
- B. The District shall take prompt and appropriate action to provide support to and protect unit members from threats or physical injury, including meeting with the unit member and their association representative to develop a safety plan for the unit member, when needed.
- C. If threats or physical injury occur during the course of a unit member's regular duties, the District shall follow applicable procedures and laws to address the incident and take appropriate action, including speaking to all parties involved.

#### **Section 4: Personnel Records**

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.

- A. No material derogatory to a current employee's conduct, service, character, or personality will be placed in their personnel file unless the employee has had the opportunity to:
  - a. 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.
  - b. Initial and date the material.
  - c. Attach a written response to the material.
- B. 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.
- C. Upon written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of non-confidential materials in the employee's personnel file.

- D. 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.
- E. Access to personnel files shall be limited to persons designated by the District on a need-to-know basis or as need to include additional materials. The contents of all personnel files shall be kept in the strictest confidence.
- F. Whenever a personnel file is reviewed, an authorized representative of the Human Resources Office shall be present to monitor the safekeeping of its contents.

### **Section 5: Unit Member Discipline**

The District will provide unit members with timely due process rights during disciplinary actions. Disciplinary action may include letters of warning, letters of reprimand, suspension, demotion, dismissal, or voluntary resignation in lieu of termination. No unit member shall be disciplined without cause.

- A. If a unit member wishes to contest the issuance of a letter of reprimand, he/she may request review of the matter by the Superintendent or their designee. The request for review must be made in writing to the Superintendent or their designee within ten (10) contract days following either personal service or service by mail of the letter of reprimand.
- B. Within ten (10) contract days of receipt of the appeal, the Superintendent or their designee will meet with the unit member and the AACV representative to discuss the letter of reprimand. The Superintendent or their designee will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) contract days following the meeting. The decision of the Superintendent or their designee is not subject to the grievance procedure.
- C. This section is not subject to the grievance procedure, with the exception of the appeal process and timelines set forth in this Article.

## **ARTICLE 7. HOURS AND WORK ACADEMIC / WORK YEAR CALENDAR**

### **Section 1: Work Year**

The work year for AACV unit members is:

Principal 207, duty days

Associate Principal, 205 duty days

## **Section 2: Work Hours**

The District recognizes that the responsibilities of administrators do not lend themselves to a defined workday or work week of rigidly established length. The hours required will vary from day to day and week to week, however, the hours required of the administrator should be reasonable.

## **Section 3: Partial Day Absences**

Given that AACV unit members have the supervisory obligation to organize their workdays according to their work assignment and individual responsibilities, they necessarily will often work more than the standard eight (8) hour day. Consequently, and as a logical extension of their responsibility to individually manage their irregular work schedules, AACV unit members who report to work and have a life event (ex: doctor's appointment, care of a family member, parent teacher conference) that requires them to be off campus for two (2) hours or less should notify their Area Assistant Superintendent and Superintendent's office. Absences of two (2) or more hours will be deducted from the leave balances.

## **Section 4: Work Required Outside of the Work Year**

Unit members shall be paid per-diem for all work required to be performed on a non-duty day during the off-calendar break periods.

## **Section 5: Academic Calendar and Work Year Calendar**

- A. AACV will have the right to a seat on any District committee that develops the academic calendar. If there is no committee, then AACV will be consulted by the District when the academic calendar is being developed.
- B. Once the academic calendar is approved by the Board of Education, the District will meet with AACV designated representatives to collaboratively develop the work year calendar. This meeting shall occur within thirty (30) calendar days of the Board of Education adoption of the academic calendar for a specific year.
- C. The work year calendars for AACV unit members will be disseminated to all unit members and posted online within sixty (60) days of the Board of Education adoption of the academic calendar or by March 15 of each year for the next work year (whichever comes first).

# **ARTICLE 8. LEAVES**

## **Section 1: Sick Leave**

- A. Unit members shall earn one (1) day of sick leave for each calendar month of service up to a maximum of eleven (11), 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.
- B. 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 (5) school months or less, he or she shall receive fifty percent (50%) of his or her regular salary during the period of such absence. The sick leave, including accumulated sick leave and the five (5) month period, shall run consecutively. For purposes of this Article, family member shall be defined as the employee's parent, child, spouse, and registered or unregistered domestic partner.

For purposes of calculating the five (5) school month period referenced above, the month of June shall not be considered part of that five (5) month calculation, but all other eleven (11) months will be part of that calculation for all bargaining unit members. For example, a bargaining unit member whose sick leave, including accumulated sick leave, expired on February 5, would continue to receive fifty percent (50%) sick leave pay until, and including, August 5 (five (5) full school months not counting June).

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 (5) school month leave to follow for no more than full pay. The actual amount a unit member receives may also include the group salary protection as set out in this Agreement which provides for seventy-five percent 75% pay for a period of one (1) year from the date one hundred percent (100%) pay stops.

A unit member is entitled to only one (1) five (5) school month period for an illness or accident, but may use the entire five (5) school month period, even if it bridges fiscal years.

After the exhaustion of all available leaves, provided that the unit members is still medically unable to return, the unit member will be placed on a thirty-nine (39) month reemployment list.

- C. 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.
- D. 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.
- E. Any employee who is employed for a full school year and maintains perfect attendance without use of any sick leave or absence as specified in this Agreement shall receive a payment equal to three hundred dollars (\$300) or one hundred fifty dollars (\$150) if only one day was utilized, following the last day in each school year in which eligibility is established.

Donations to the Catastrophic Leave Bank will not be counted against perfect attendance qualifications.

- F. 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.
- G. 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 the Health and Welfare Article. 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.

## **Section 2: Health Rehabilitation Leave**

- A. 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.

- B. 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 employee as provided by law.

### **Section 3: Personal Necessity Compelling Personal Importance Leave**

#### **A. Personal Necessity Leave (PNL)**

- i. Personal necessity leave (PNL) shall be granted with pay and shall be noted on the District adopted electronic platform.
- ii. Entitlement to three (3) days of personal necessity leave accrues to each employee annually. The unused portion shall accumulate up to twelve (12) days.
- iii. In any year, a maximum of ten (10) earned and unused days may be used for personal necessity.
- iv. PNL is to be used for personal and family needs.

#### **B. Sick Leave Usage for Personal Necessity**

- i. Six (6) days of sick leave may also be used for personal necessity leave at the discretion of the employee; with the aforementioned ten (10) days maximum.

#### **C. Additional Days**

- i. Employees may request additional days of personal necessity leave. These days shall be without pay.
- ii. Employees may request an audit of earned and unused days applicable to this provision.
- iii. Application will be made prior to leave.
- iv. Leave without pay may be approved at the discretion of the Superintendent or designee.

### **Section 4: Bereavement Leave**

- A. 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 preclude such timely notification, in which case the responsibility for notification shall remain with the employee. Inclusion of other members of the immediate family may be granted at the discretion of the Superintendent or designee.
- B. 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.

## **Section 5: 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.

## **Section 6: Childrearing Leave**

Leave without pay shall be granted to any employee according to the following provisions:

- A. An employee on active duty is advised to arrange an appointment with the Assistant Superintendent of Human Resources or designee to review leave procedures and the related benefits available to employees.
- B. The employee is required to submit a written statement to the office of the Assistant Superintendent of 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.

- C. Childrearing leave shall be granted upon written request to the Superintendent of Human Resources or designee for the current school year.
- D. 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.
- E. Return to duty from a childrearing leave will be dependent upon the following:
  - i. An employee whose leave expires at the end of the school year must submit a written notice to the office of the Assistant Superintendent of 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.
  - ii. 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 of 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.
  - iii. 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.
  - iv. 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.
- F. 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 (1) year.

## **Section 7: Federal Family Medical Leave Act**

- A. 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.

- B. Eligibility for leave and compensation shall be consistent with the requirements stated in the respective laws above.
- C. Upon termination of such leave, the unit member shall be returned to the position he/she held prior to the leave.
- D. A unit member shall give thirty (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.

#### **Section 8: Judicial Leave / Jury Duty Stipend**

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.

#### **Section 9: Industrial Accident and Illness Leave**

- A. 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:
  - i. Allowable leave shall be for not more than sixty (60) working days in any (1) fiscal year for the same accident.
  - ii. 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.
  - iii. Industrial accident or illness leave will commence on the first day of absence.

- iv. 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.
- v. 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.
- vi. The industrial accident or illness leave will be used prior to sick leave.
- vii. 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.
- viii. 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.

#### **Section 10: Leave for Elected Official**

- A. 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.
- B. 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 agency.
- C. 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.

#### **Section 11. Military Leave**

- A. 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.
- B. 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.

- C. 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.
- D. The District shall provide up to thirty (30) calendar days of pay and benefits for all military staff called to military duty or as otherwise set out in existing law.

## **Section 12: Catastrophic Leave Bank**

The District shall maintain a Catastrophic Leave Bank. The Catastrophic Leave Bank shall be funded in accordance with the terms of this Section.

### **A. General Provisions**

- i. For the purposes of this section a "day" shall be any regular day a unit member is expected to be on duty as determined by the terms of this Agreement.
- ii. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- iii. 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.

### **B. Eligibility and Contributions**

- i. 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.
- ii. Participation is voluntary but requires contribution to the Bank as defined in this Section. Only contributors will be permitted to withdraw from the Bank.
- iii. 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 thirty (30) calendar days of beginning work.

- iv. 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.
- v. A unit member's eligibility for the Bank terminates automatically if she/he fails to make the required annual contribution.
- vi. 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.

#### C. Withdrawal from the Bank

- i. 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.
- ii. Unit members must use all accrued sick leave available to them as defined in this Article, but not differential leave as defined in this Article, 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.
- iii. If a unit member is incapacitated; applications may be submitted by the participant's agent or member of the unit member's family.
- iv. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) duty days. Unit members may submit a request for an extension of a withdrawal for one (1) additional twenty (20) 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.

- v. 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 (90) consecutive duty days.
- vi. Participants in the Bank shall make requests for withdrawal of days to the District's Human Resources and Support Division and will be required to submit a doctor's statement indicating the nature of 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 this Article, 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. The Human Resources Services and Support 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 will also determine if the unit member has made a previous withdrawal. Then the request will be approved or disapproved by the Assistant Superintendent, Human Resources.
- vii. The unit member making the request shall be notified in writing by the Human Resources and Support Division of the approval, including the number of days to be withdrawn or of the disapproval with the reason for the denial within ten (10) working days of receipt of the request.
- viii. In the event that the request is denied, the unit member making the request and the President of the Association 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 appointed by the Association. 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.
- ix. 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 this Article, 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.

- x. Approved withdrawals shall become effective immediately upon the exhaustion of the unit member's accrued sick leave.

#### **D. Administration of the Bank**

- i. The Human Resources Services and Support Division shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.
- ii. The Human Resources Services and Support Division shall provide application forms for contributions to unit members annually.
- iii. The District shall provide the President of the Association no later than November 30 of each school year with the total number of accumulated days contributed by unit members for the current year and the names of participating unit members.
- iv. 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 9. APPOINTMENT, TRANSFER AND REASSIGNMENT**

#### **Section 1: Recruitment and Hiring**

- A. All vacancies for Principal and Associate Principal shall be posted for a minimum of five (5) business days.
- B. Human Resources will facilitate and attend all interview panels for Principal and Associate Principal positions.
- C. Human Resources will send out an email to all Principal requesting volunteers for Principal and Associate Principal interview panels. Human Resources will contact the AACV President to meet and the AACV President, or designee, will meet with Human Resources to select a random AACV member to be part of the interview panel.
- D. If the District determines any candidate is not a fit for the position, the reasons for the determination will be documented and based on legitimate, verifiable, and educationally related reasons and will be provided to AACV upon request. Upon request, the information will be provided within ten (10) business days.

#### **Section 2: Acting Assignments for Vacant Positions**

AACV and the District agree that acting assignments for vacant positions within the AACV bargaining unit are not intended to be permanent assignments and are not intended to circumvent the hiring process. AACV will be notified in writing by Human Resources of the plan for and status of recruitment. Recruitment shall follow the processes detailed in Section 1 of this Article.

### **Section 3: Change of Assignment Due to School Closure**

If an AACV unit member is displaced from an assignment due to school closure, the unit member will be placed into an equal position within the District.

### **Section 4: Change of Assignment for Associate Principals**

If an Associate Principal is displaced from an assignment where the school no longer qualifies for an Associate Principal, the unit member will be placed into an equal and vacant position within the District.

### **Section 5: Reassignment / Involuntary Demotion to a Lower Level Position**

The Superintendent may elect to issue a March 15 notice under the California Education Code and reassign a Principal or Associate Principal to a non-supervisory position. If the Principal or Associate Principal did not previously hold a non-supervisory position within the District, they will have the right to be transferred into a vacant certificated non-supervisory position for which they are qualified.

### **Section 6: Involuntary Administrative Transfer (Lateral)**

- A. Notwithstanding any other provision in this Article, should a determination be made by the Superintendent that an involuntary administrative transfer is reasonably necessary, such transfer may be made by the Superintendent following notification to AACV and a conference with the employee.
- B. The reasons for the involuntary administrative transfer will not be retaliatory in nature or capricious.

## **ARTICLE 10. LAYOFF / REASSIGNMENT**

### **Section 1: Decision to Reduce the Number of AACV Bargaining Unit Positions**

Whenever the Board of Education decides to reduce the number of positions within the AACV bargaining unit it will do so in accordance with Education Code Statutes.

### **Section 2: Notification of Elimination of Positions**

Whenever the Board of Education decides to eliminate positions in the AACV Bargaining Unit, AACV shall be given advance written notice of the names of unit members to be laid off or reassigned under the provisions of this Article.

### **Section 3: Process for Layoff or Reassignment**

Layoff or reassignment of certificated AACV unit members will be conducted according to applicable provisions of the Education Code.

### **Section 4: Impacts and Effects of the Reduction in Force**

Prior to being laid off, AACV unit members will be entitled to rights granted under Article 9- Appointment, Transfer and Reassignment.

## **ARTICLE 11. EXTENDED SCHOOL YEAR**

For purposes of this Article, "Site Administrator" is defined as an individual who is assigned as the Site Administrator for ESY.

### **Section 1: Staffing of Site Administrators for ESY**

- A. Principals and Associate Principals will not be assigned as the Site Administrator for ESY during their duty days and will not be assigned day-to-day operational duties related to the ESY program.
- B. Hosting school site Principals and Associate Principals will not be assigned preparation work and/or operational duties related to the ESY program during their duty days.

### **Section 2: Staffing of Site Administrator for ESY Work Outside of Principal / Associate Principal Duty Days**

- A. When ESY program days fall outside of the Principal/Associate Principals regular duty days, Principals and Associate Principals will be provided the opportunity to apply for the work.
- B. By April 15 each year, all Principals and Associate Principals will be notified that they may apply for the ESY Site Administrator work that is outside of their regular duty days.
- C. If there are Principal or Associate Principal applicants for the ESY Site Administrator work, they will have first priority for the work on non-duty days.



D. The assignment process will be as follows:

- i. First priority to the hosting site Principal
- ii. Second priority to the hosting site Associate Principal
- iii. Third priority to the Principal or Associate Principal with the most district seniority

### **Section 3: Compensation**

Principals or Associate Principals who are selected to work on non-duty days for the ESY program will be compensated at their per diem rate of pay for each day worked.

## **ARTICLE 12. EVALUATION OF PRINCIPALS AND ASSOCIATE PRINCIPALS**

### **Principal Evaluation**

The District and AACV agree that the Principal evaluation system supports the Principals' leadership responsibilities, identifies which professional development activities best meet their needs, and provides opportunities to dialogue with evaluators. This developmental process will support and help develop the unique skill sets and knowledge that unit members need to promote individual growth and enhance teaching and learning.

### **Section 1: Responsibility for Principal Evaluation**

- A. The responsibility for evaluating Principals rests with the Superintendent, who has the knowledge of the Principal and their campus.
- B. If the Superintendent is changed, Human Resources shall advise the Principal in writing within ten (10) duty days of appointment of a new superintendent of who the new evaluator will be. If the notification occurs after August 1, the evaluation shall occur in the following evaluation year, except for new Principals.
- C. The Principal will be notified of an evaluation year in writing within ten (10) working days of the beginning of the Principal calendar year unless the mutual agreement of both parties and AACV extends the timeline.
- D. Evaluation conferences between Principal and Superintendent will take place no later than the third week of November.

- E. The Principal evaluation form, approved by AACV, includes one (1) to two (2) professional goals, current progress, and an action plan (see Appendix B).
- F. This plan will be written and agreed upon by the Principal and Superintendent.
- G. If school circumstances change unexpectedly, or if constraints are identified that affect the Principal's attainment of the agreed-upon goals, the plan may be modified by mutual agreement of the Superintendent and Principal.

## **Section 2: Frequency of Principal Evaluation**

- A. New Principals shall be evaluated annually for three (3) consecutive years upon appointment.
- B. Thereafter, Principals who have been assigned as a Principal for three (3) or more years shall be placed on an evaluation cycle and evaluated every other school year.
- C. Principals reassigned to a new site will be scheduled for evaluation the following year. If the Principal is in an evaluation cycle tied to the former site, that evaluation will end and an evaluation at the new site will begin the following year.

## **Section 3: Mutual Agreement**

If the Principal and Superintendent are unable to reach mutual agreement on the content of the Principal's evaluation, the Principal is entitled to write a response that shall be attached to the evaluation and filed in the Principal's personnel file.

## **Section 4: General Provisions**

- A. The evaluation process is a developmental model that promotes growth through goal setting and assessment.
- B. If the District wishes to change/modify the evaluation form, the District shall meet with AACV and reach mutual agreement on the proposed revisions to the form.

## **Associate Principal Evaluations**

The District and AACV agree that the Associate Principal evaluation system supports the leadership responsibilities of the school Associate Principals. This developmental process will support and help develop the unique skills sets and knowledge the Associate Principal needs to promote individual growth and enhance teaching and learning.

## **Section 1: Responsibility for Associate Principal Evaluation**

- A. The responsibility for evaluating Associate Principals rests with the Principal, who has the knowledge of the Associate Principal and their campus.
- B. The Principal is responsible for initiating the evaluation process by scheduling an evaluation meeting no later than thirty (30) duty days from the Associate Principal's report date at that site for that school year.
- C. The Associate Principal evaluation form, approved by AACV, includes professional goals, current progress, and an action plan (see Appendix B).
- D. This plan will be written and agreed upon by the Principal and Associate Principal. The Principal and Associate Principal will set one (1) to two (2) professional goals at the evaluation meeting which will be written and agreed upon by the Principal and Associate Principal.
- E. By the second week of June, the Principal will meet the Associate Principal to have a final evaluation conference and document progress on goals.
- F. If school circumstances change unexpectedly, or if constraints are identified that affect the Associate Principal's attainment of the agreed-upon goals, the plan may be modified by mutual agreement of the Principal and Associate Principal.

## **Section 2: Frequency of Associate Principal Evaluation**

Associate Principals shall be evaluated annually.

## **Section 3: Mutual Agreement**

If the Principal and Associate Principal are unable to reach mutual agreement on the content of the Associate Principal evaluation, the Associate Principal is entitled to write a response that shall be attached to the evaluation and filed in the Associate Principal's personnel file.

## **Section 4: General Provisions**

- A. The evaluation process is a developmental model that promotes growth through goal setting and consistent assessment.
- B. If the District wishes to change/modify the evaluation form, the District shall meet with AACV and reach mutual agreement on the proposed revisions to the form.

**Side Letter:**

The form that will be used for evaluation of Principals and Associate Principals for 2024-2025 will be the form that is currently being used for Principals and will have the title revised so it may be used also for Associate Principals.

**Principal Evaluation, Section 2 – Frequency of Principal Evaluation**

For the 2024-2025 school year, those who will be on the evaluation cycle rotation will be determined by a random draw of names. A Human Resources representative and the AACV President (or designee) will meet by July 1, 2024 to draw names from the current Principals.

The remaining fifty (50) percent of the Principals whose name was not drawn will be evaluated in the 2025-2026 school year.

**ARTICLE 13. GRIEVANCE PROCEDURE****1. Definitions**

- a. A “grievance” is a written claim that there has been a violation, misinterpretation, or misapplication of the Agreement which adversely affects the grievant.
- b. A “grievant” is an employee or the Association making the claim.
- c. “Duty Day” is a day when schools in the District are in session, excluding Saturdays, Sundays, and Summer Session.
- d. “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.

**2. Purpose**

- a. 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.
- b. 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.

- c. 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.

### **3. Procedure**

- a. Informal Level. The grievant will first discuss the grievance with the appropriate 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 Section 1.a. of this Article.
- b. Level I – 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 C) to the appropriate supervisor. A grievance shall be filed as soon as possible; however, it must be filled within thirty-five (35) duty days after the act or omission being grieved occurred. The written grievance shall contain the following information:
  - c. A concise description of the grievance including necessary names, dates, and places.
  - d. A listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted.
  - e. A statement of the supervisor's decision.
  - f. A listing of specific remedy sought.
  - g. Within six (6) duty days following receipt of the grievance, the supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association. The 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.

### **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. 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.

**5. 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.

- a. 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.
- b. 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.

- c. 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.

## **6. Rights of Employees to Representation**

- a. 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.
- b. 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 view at all stages of the grievance procedure.

## **7. Miscellaneous**

- a. 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.
- b. 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.
- c. The District may have other management representatives present at any level of the grievance procedure.
- d. 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.

## **8. Released Time for Processing Grievances**

- a. 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.
- b. The District shall provide and pay for substitute, where appropriate, while the employee is appealing in grievance hearings required during the regular school day.

## **ARTICLE 14. COMPLAINT PROCEDURE**

### **Section 1: Right to Representation**

When a complaint has been filed against an AACV unit member, the District and AACV agree that the unit member has the right to AACV representation at any meeting or conference regarding the complaint that could or may lead to disciplinary action.

### **Section 2: Complaint Procedure**

- A. The District has an established protocol for receiving and investigating complaints against AACV unit members which includes all complaints received are assigned to the Area Superintendent, Human Resources personnel or designee for investigation. If the protocols are amended or updated, the District will provide AACV with the information in advance and AACV shall have an opportunity to provide feedback prior to implementation.
- B. The parties agree that the professional reputation of the AACV unit member is of high importance and agree to conduct all investigations with the utmost discretion to safeguard the unit member's privacy and professional good standing while maintaining the interests of the public and student safety.
- C. Unit members and AACV shall be made aware of complaints as soon as possible of the date the complaint is received by the District. When possible and when it will not interfere with the investigation, the identity of the complainant(s) will be made known to the unit member and a copy of the complaint will be provided to both the unit member and AACV. If it is not possible to provide a copy of the complaint, the subject matter of the complaint will be provided.
- D. All complaints will be promptly investigated, and the unit member shall be notified of the name of the assigned investigator. The investigation shall include a scheduled interview and/or discussion with the unit member against whom the complaint is filed. The District will make reasonable efforts to keep the unit member informed of the progress, and upon request of the unit member and/or AACV, the unit member and AACV will be provided the status of the investigation. The unit member and AACV shall be notified in writing of the outcome of any investigation.



and potential for further action, if any, within fifteen (15) duty days of the date the final report is completed.

- E. Any complaint of child abuse or neglect alleged against a unit member shall be reported to the appropriate local agencies in accordance with law, Board Policy, and Administrative Regulation (cf 2141.4-Child Abuse and Neglect). Additionally, the District has a policy/procedure on Uniform Complaints that are filed.
- F. 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 determined to be factual.
- G. The unit member may submit written comments which shall be attached to the report of findings and become a permanent part of the investigation document/file.
- H. All findings in an investigation shall be free of any subjective bias.

## **ARTICLE 15. CONSULTATION**

1. The exclusive representative of the Principals and Associate Principals has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks and other pertinent subjects 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 school site administrator input/consultation including, but not limited to, curriculum selection, assessments, interview panels (refer to 2.j.), report cards, professional development, technology in the classroom, and other pertinent subjects. 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.

School Site Administrator is defined as a Principal or Associate Principal.

2. Procedures for Consultation Rights
  - a. 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 so consult as specified in Government Code section 3543.2.
  - b. 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.

- c. 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 two (2) Consultation Committee members selected by the Association shall be provided release 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.
- d. 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 Section 1 of this Article.
- e. It is the desire of both the Association and the District to elicit accurate input of opinions of school site administrators 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 Principals with respect to a Principal 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.)
- f. 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.

- g. Every effort shall be made to provide the Association with reasonable information regarding subjects under consultation.
- h. 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.
- i. 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 as it relates to AACV members. The association retains all rights to negotiate Professional Development as granted in the EERA under scope.
- j. The Association shall be invited to participate on the interview panel for any Educational Services and Support Center (ESSC) management level positions that are Coordinator and above that works directly with schools. Human Resources will send out an email to all Principals and Associate Principals requesting volunteers for management level interview panels. Human Resources will contact the AACV President to meet and the AACV President, or designee, will meet with Human Resources to select a random participant to be part of the interview panel.

## **ARTICLE 16. WAGES**

### **Section 1: Salary Information**

Pay warrants shall be issued subject to the rules and regulations of the County Board of Education.

The payroll period shall be defined as monthly beginning with July 1 unless changed by the County Board of Education.

### **Section 2: Salary and Equity Clause**

Effective July 1, 2024, all bargaining unit salary schedules shall be increased by 3%.

Wage reopener bargaining will be in accordance with Article 19, Duration.

If the COLA based on the state budget is 4% - 4.9% then one additional percent will be added to all salary schedules (4% total). If the COLA is 5% - 5.9% then one additional percent will be added to all salary schedules (5% total). If the COLA is over 6% then the parties will meet on the Wage and Health Benefits articles no later than October 1, 2024.

If any other bargaining unit or non-represented management employee group receives an across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, AACV will receive the same increase or bonus. This includes enhancements to the health benefits.

### **Section 3: Working on a Designated Holiday**

Unit members required to work on a designated holiday shall be paid an additional day's pay at their regular rate of pay or shall be given compensatory time off.

### **Section 4: Lead Principal Stipend**

In recognition of the additional duties assigned to a Lead Principal, each Lead Principal will receive an annual stipend of five thousand five hundred dollars (\$5500). This stipend will be paid in twelve equal installments throughout the year with the monthly pay warrant.

### **Section 5: Stipend for Doctoral Degree**

In recognition of the educational process required for a unit member to obtain a doctoral degree, once proof of degree is submitted to Human Resources, the unit member will receive an annual stipend of one thousand five hundred dollars (\$1500). This stipend will be paid in twelve equal installments throughout the year in the monthly pay warrant beginning July 1 in the year in which the proof was submitted.

### **Section 6: Longevity Pay for Associate Principals**

Associate Principals will receive longevity pay in accordance with the Management Salary Schedule dated July 1, 2023. Any change in the Associate Principal longevity pay on the Management Salary Schedule will require bargaining with AACV.

### **Section 7: Initial Placement on the Principal / Associate Principal Salary Schedule**

- A. An employee who is promoted to a position on the Principal or Associate Principal salary schedule will be placed on the step on the salary schedule which provides an increase in the monthly salary rate of pay of at least five percent (5%).
- B. A Principal or Associate Principal hired from outside the District will be placed on the appropriate step on the Principal / Associate Principal salary schedule which considers the type and level of related experience. The Superintendent, or designee, may authorize a higher step placement when it is considered to be in the best interest of the District.

### **Section 8: Higher Salary Rate for Acting Assignments**

An Associate Principal who is placed in an acting assignment as a Principal will be paid at Step 1 on the Principal's salary schedule.

## **ARTICLE 17. HEALTH BENEFITS**

For each eligible employee, the District agrees to provide a maximum total contribution annually of fifteen thousand five hundred dollars (\$15,500) in twelve (12) monthly increments of one thousand two hundred ninety-one dollars and sixty-seven cents (1,291.67) minus the twelve (12) monthly premium costs of employee only dental insurance, employee only vision insurance, life insurance and group salary protection to be applied to the voluntary District group medical insurance program for employees and dependents for the duration of this Agreement.

The District and AACV will participate in the Health Benefits Committee (HBC) with the following membership: two (2) AACV representatives, three (3) CVE (Chula Vista Educators) members, one (1) Charter teacher representative, three (3) CVCEO (Chula Vista Classified Employees Organization) members, and three (3) District management representatives. Participating AACV members will be selected by AACV. 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.

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 (12) 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.

Retirement means withdrawal from active employment from the District with a California State Teachers' Retirement System or Public Employees Retirement System allowance. With the exception of the staff employed prior to October 1, 2007, who shall remain eligible after five (5) years of District benefit eligible service, employees who retire at age fifty-five (55) or older with ten (10) 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 seven thousand seven hundred fifty dollars (\$7,750) paid monthly at six hundred forty-five dollars and eighty-three cents (\$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 member shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.

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.

**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.

**Life Insurance.** For each eligible employee, the District agrees to provide a group life insurance program in the amount of fifty thousand dollars (\$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.

**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.

## **ARTICLE 18. NEGOTIATIONS**

### **Section 1: AACV Bargaining Team**

- A. AACV shall appoint up to five (5) members of the bargaining team in addition to the Chief Negotiator (union staff).
- B. Release time will be provided for negotiations as well as time for a reasonable amount of preparation time.

## **Section 2: Notification / Bargaining**

- A. AACV and the District agree that either party may notify the other in writing between February 1 and March 1 of the year in which this Agreement expires of the desire to modify, amend, or terminate the Agreement.
- B. The Parties agree to meet and negotiate in good faith after appropriate notice has been received on any of specific provisions to be terminated or modified. Pending a conclusion of the negotiations to terminate or modify any specific provision, the provision shall remain in full force and effect.

## **ARTICLE 19. DURATION**

### **Section 1: Completion of Negotiations**

AACV acknowledges that during the negotiations which preceded this Agreement, AACV 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 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.

AACV 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.

### **Section 2: Duration Agreement Clause**

This Agreement shall be in effect from July 1, 2024 through June 30, 2027.

### **Section 3: Meeting and Negotiating**

- a. Reopeners. The parties may elect to reopen two (2) articles each for AACV and the District plus Wages and Health Benefits in both 2025-2026 and 2026-2027.
- b. AACV 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.
- c. 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.

#### **Section 4: Savings Clause**

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.

#### **Section 5: Ratification and Implementation**


When AACV and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of AACV and to the Board of Education for ratification. When the membership of AACV and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.




Signatures:


THIS AGREEMENT is signed this 11<sup>th</sup> day of June, 2024.

FOR THE DISTRICT:

  
\_\_\_\_\_  
Jason Romero

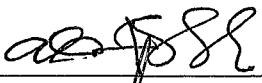
  
\_\_\_\_\_  
Oscar Esquivel

  
\_\_\_\_\_  
Sharon Casey


  
\_\_\_\_\_  
Jessica Morales

  
\_\_\_\_\_  
Rochelle Carroll

  
\_\_\_\_\_  
Jorge Mora

  
\_\_\_\_\_  
Angela Rosendale


  
\_\_\_\_\_  
Kristin Armatis

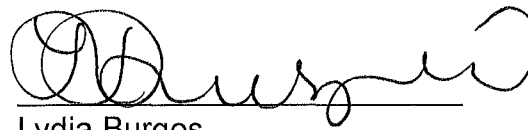
  
\_\_\_\_\_  
Barbie Simpauco

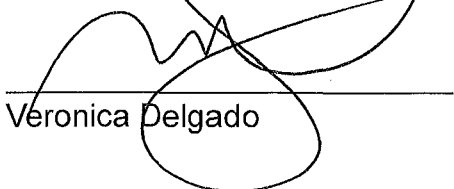
FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Donis Coronel

  
\_\_\_\_\_  
Shawha Codrington

  
\_\_\_\_\_  
Ruth Diaz de Leon

  
\_\_\_\_\_  
Lydia Burgos

  
\_\_\_\_\_  
Veronica Delgado

# **APPENDIX**

**BARGAINING UNIT CLASSIFICATION**

Associate Principal  
Principal I  
Principal II



## PRINCIPAL EVALUATION PLAN

2023-2024

Name: \_\_\_\_\_ Site: \_\_\_\_\_

### LONGTERM PROFESSIONAL GOALS:

### CURRENT PROGRESS:

Challenges: \_\_\_\_\_

Opportunities: \_\_\_\_\_

### ACTION PLAN: *(Steps you are taking or need to take)*

**SITE GOALS**

**Academic**

- CAASP- ELA \_\_\_\_ MATH \_\_\_\_
- EL goal- ELA \_\_\_\_ MATH \_\_\_\_
- Special Ed. Goal: ELA \_\_\_\_ MATH \_\_\_\_

EL: Reclassification \_\_\_\_\_

**PLAN OF ACTION:**

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**GOAL #2**

- Site goal or Personal/Professional Goal:

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## ASSOCIATE PRINCIPAL EVALUATION PLAN

2023-2024

Name: \_\_\_\_\_ Site: \_\_\_\_\_

### LONGTERM PROFESSIONAL GOALS:

### CURRENT PROGRESS:

Challenges: \_\_\_\_\_

Opportunities: \_\_\_\_\_

### ACTION PLAN: *(Steps you are taking or need to take)*

**SITE GOALS****Academic**

- CAASP- ELA \_\_\_\_\_ MATH \_\_\_\_\_
- EL goal- ELA \_\_\_\_\_ MATH \_\_\_\_\_
- Special Ed. Goal: ELA \_\_\_\_\_ MATH \_\_\_\_\_

EL: Reclassification \_\_\_\_\_

**PLAN OF ACTION:**

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**GOAL #2**

- Site goal or Personal/Professional Goal:

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**PRINCIPAL / ASSOCIATE PRINCIPAL  
GRIEVANCE REPORT FORM – LEVEL I**

Grievance #: \_\_\_\_\_ Date: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

School/Department: \_\_\_\_\_ Position: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Alleged Article Violation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Remedy to Grievance:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date



## MANAGEMENT JOB DESCRIPTION

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# ASSOCIATE PRINCIPAL

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### JOB SUMMARY:

Under the supervision of the principal and in accordance with the identified California Professional Standards for Educational Leaders (CPSEL) described below, serves as the educational leader in the absence of the principal.

### ESSENTIAL JOB FUNCTIONS:

#### STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION

- 1A-3: Address achievement and opportunity disparities between student groups, with attention to those with special needs; cultural, racial, and linguistic differences; and disadvantaged socio-economic backgrounds.
- 1B-2: Communicate the vision so that staff and the school community understand it and use it for decision-making.
- 1C-2: Use evidence (including, but not limited to, student achievement, attendance, behavior and school climate data, research, and best practices) to shape and revise plans, programs, and activities that advance the vision.

#### STANDARD 2: INSTRUCTIONAL LEADERSHIP

- 2A-4: Strengthen staff trust, shared responsibility, and leadership by instituting structures and processes that promote collaborative inquiry and problem solving.
- 2B-4: Guide and monitor the alignment of curriculum, instruction, assessment, and professional practice.
- 2C-4: Use professional expectations and standards to guide, monitor, support, and supervise to improve teaching and learning.

#### STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT

- 3A-4: Work with stakeholders and experts to plan and implement emergency and risk management procedures for individuals and the site.
- 3B-4: Engage stakeholders in using problem-solving and decision-making processes and distributed leadership to develop, monitor, evaluate, and revise plans and programs.
- 3C-2: Implement a positive and equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive, and celebrate student and school achievement.
- 3D-1: Provide a clear rationale for decisions and distribute resources equitably to advance a shared vision and goals focused on the needs of all students.
- 3D-5: Conduct personnel evaluations to improve teaching and learning, in keeping with District and state policies.

**STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT**

- 4A-1: Establish a welcoming environment for family participation and education by recognizing and respecting diverse family goals and aspirations for students.
- 4B-3: Treat all stakeholder groups with fairness and respect, and work to bring consensus on key issues that affect student learning and well-being.
- 4C-1: Seek out and collaborate with community programs and services that assist students who need academic, mental health, linguistic, cultural, social-emotional, physical, or other support to succeed in school.

**Standard 5: ETHICS AND INTEGRITY**

- 5A-1: Examine personal assumptions, values, and beliefs to address students' various academic, linguistic, cultural, social-emotional, physical, and economic assets and needs and promote equitable practices and access appropriate resources.
- 5A-2: Reflect on areas for improvement and take responsibility for change and growth.
- 5B-4: Continuously improve cultural proficiency skills and competency in curriculum, instruction, and assessment for all learners.
- 5C-4 Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior.

**STANDARD 6: EXTERNAL CONTEXT AND POLICY**

- 6A-1: Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
- 6A-3: Welcome and facilitate conversations with the local community about how to improve learning and achievement for all students, including English Learners and students needing additional support.
- 6B-1: Advocate for equity and adequacy in providing for students' and families' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs, so that every student can meet education expectations and goals.
- 6C-3: Collaborate with community leaders and stakeholders with specialized expertise to inform District and school planning, policies, and programs that respond to cultural, economic, social, and other emerging issues.
- Perform other duties as assigned, including test coordination and assistance with the development of the site budget.

**ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:**

- **Credentials:**  
Elementary, Single Subject  
Eligibility for California Preliminary Administrative Services Credential
- **EDUCATION AND EXPERIENCE:**  
Master's Degree in Educational Leadership highly desirable. Evidence of successful experience as an elementary teacher.

*Management Salary Schedule: Range J*  
*BOARD APPROVED: 04/17/89*  
*REVISION DATES: 09/16/08*  
*12/18/19*

## **MANAGEMENT JOB DESCRIPTION**

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### **PRINCIPAL I**

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#### **JOB SUMMARY:**

Under the supervision of the Superintendent and in accordance with the California Professional Standards for Educational Leaders (CPSEL), serves as the educational leader of a school population under 250 students.

#### **ESSENTIAL JOB FUNCTIONS:**

##### **STANDARD 1: Development and Implementation of a Shared Vision**

- 1A: Student-Centered Vision: Shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.
- 1B: Developing Shared Vision: Engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
- 1C: Vision Planning and Implementation: Guide and monitor decisions, actions, and outcomes using the shared vision and goals.

##### **STANDARD 2: INSTRUCTIONAL LEADERSHIP**

- 2A: Professional Learning Culture: Promote a culture in which staffs engage in individual and collective professional learning that results in their continuous improvement and high performance.
- 2B: Curriculum and Instruction: Guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
- 2C: Assessment and Accountability: Develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.
- 2D: Analysis: Initiates needs analysis and, with the staff, plans and implements a framework for curriculum.
- 2E: Monitor: Keeps apprised and monitors social and technological developments regarding curriculum.

##### **STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT**

- 3A: Operations and Facilities: Provide and oversee a functional, safe, and clean learning environment.
- 3B: Plans and Procedures: Establish structures and employ policies and processes that support students to graduate ready for college and career.

- 3C: Climate: Facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.
- 3D: Fiscal and Human Resources: Align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.
- 3E: Recruitment: Determines staffing needs, coordinates interviews and recommends staff for employment.
- 3F: Work Assignments: Provides, directs and manages work assignments to staff and directs their activities.
- 3G: Evaluation: Develops and evaluates the performance of staff. Provides feedback on performance and arranges for remedial assistance.
- 3H: Training: Ensures training of all regular staff on skills for collaboration, teaming, consulting and conflict resolution.

#### **STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT**

- 4A: Parent and Family Engagement: Meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
- 4B: Community Partnerships: Establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.
- 4C: Community Resources and Services: Leverage and integrate community resources and services to meet the varied needs of all students.

#### **Standard 5: ETHICS AND INTEGRITY**

- 5A: Reflective Practice: Act upon a personal code of ethics that requires continuous reflection and learning.
- 5B: Ethical Decision Making: Guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
- 5C: Ethical Action: Recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication, necessary to consistently make fair and equitable decisions on behalf of all students.

#### **STANDARD 6: EXTERNAL CONTEXT AND POLICY**

- 6A: Understanding and Communicating Policy: Actively structure and participate in opportunities that develop greater public understanding of the education policy environment.
- 6B: Professional Influence: Use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead to all students graduating ready for college and career.

- 6C: Policy Engagement: Engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.
- 6D: Collaboration: Collaborates with other district administrators in assessing and recommending district programs and services.

**School Duties:**

- Serves as an administrative leader of the program providing continuous supervision and evaluation of instructional programs and personnel.
- Creates professional development throughout the year for staff as well as individual professional development plans.
- Participates in the selection of new personnel and makes recommendations as requested regarding promotions, reassignments, and discipline.
- Organizes, supervises and directs the learning program curriculum and related instructional programs; participates in the development of virtual learning and alternative learning programs; assures proper communication of programs to administrators, parents and the community; develops and leads advisory councils and committees to support school programs.
- Works closely with the special education department to oversee 504 plans, IEP plans, and response to intervention programs.

**Other Duties:**

- Creates opportunities for connecting with families and teachers.
- Work collaboratively with other programs within the larger organization to streamline and improve programs for all students and staff.
- Perform other duties as assigned.

**ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:**

- **Credentials:**
  - Administrative Services Credential, California
  - Special Education, Multiple Subject, or Single Subject
- **Education:**  
Master's Degree in Educational highly desirable.
- **Experience:**  
Minimum of 5 years experience working with students in a school setting as a teacher, psychologist or other credentialed area.

Principal Salary Schedule

BOARD APPROVED: 1/17/24  
REVISION DATES: 2/21/24

## **MANAGEMENT JOB DESCRIPTION**

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### **PRINCIPAL II**

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#### **JOB SUMMARY:**

Under the supervision of the Superintendent and in accordance with the California Professional Standards for Educational Leaders (CPSEL), serves as the educational leader and chief executive of the school.

#### **ESSENTIAL JOB FUNCTIONS:**

##### **STANDARD 1: Development and Implementation of a Shared Vision**

- 1A: Student-Centered Vision: Shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.
- 1B: Developing Shared Vision: Engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
- 1C: Vision Planning and Implementation: Guide and monitor decisions, actions, and outcomes using the shared vision and goals.

##### **STANDARD 2: INSTRUCTIONAL LEADERSHIP**

- 2A: Professional Learning Culture: Promote a culture in which staffs engage in individual and collective professional learning that results in their continuous improvement and high performance.
- 2B: Curriculum and Instruction: Guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
- 2C: Assessment and Accountability: Develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.
- 2D: Analysis: Initiates needs analysis and, with the staff, plans and implements a framework for curriculum.
- 2E: Monitor: Keeps apprised and monitors social and technological developments regarding curriculum.

##### **STANDARD 3: MANAGEMENT AND LEARNING ENVIRONMENT**

- 3A: Operations and Facilities: Provide and oversee a functional, safe, and clean learning environment.
- 3B: Plans and Procedures: Establish structures and employ policies and processes that support students to graduate ready for college and career.
- 3C: Climate: Facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each

learner.

- 3D: Fiscal and Human Resources: Align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.
- 3E: Recruitment: Determines staffing needs, coordinates interviews and recommends staff for employment.
- 3F: Work Assignments: Provides, directs and manages work assignments to staff and directs their activities.
- 3G: Evaluation: Develops and evaluates the performance of staff. Provides feedback on performance and arranges for remedial assistance.
- 3H: Training: Ensures training of all regular staff on skills for collaboration, teaming, consulting and conflict resolution.

#### **STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT**

- 4A: Parent and Family Engagement: Meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
- 4B: Community Partnerships: Establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.
- 4C: Community Resources and Services: Leverage and integrate community resources and services to meet the varied needs of all students.

#### **Standard 5: ETHICS AND INTEGRITY**

- 5A: Reflective Practice: Act upon a personal code of ethics that requires continuous reflection and learning.
- 5B: Ethical Decision Making: Guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
- 5C: Ethical Action: Recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication, necessary to consistently make fair and equitable decisions on behalf of all students.

#### **STANDARD 6: EXTERNAL CONTEXT AND POLICY**

- 6A: Understanding and Communicating Policy: Actively structure and participate in opportunities that develop greater public understanding of the education policy environment.
- 6B: Professional Influence: Use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead to all students graduating ready for college and career.
- 6C: Policy Engagement: Engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all



## PRINCIPAL II

Page 3

students.

- 6D: Collaboration: Collaborates with other district administrators in assessing and recommending district programs and services.

### School Duties:

- Serves as an administrative leader of the program providing continuous supervision and evaluation of instructional programs and personnel.
- Creates professional development throughout the year for staff as well as individual professional development plans.
- Participates in the selection of new personnel and makes recommendations as requested regarding promotions, reassignments, and discipline.
- Organizes, supervises and directs the learning program curriculum and related instructional programs; participates in the development of virtual learning and alternative learning programs; assures proper communication of programs to administrators, parents and the community; develops and leads advisory councils and committees to support school programs.
- Works closely with the special education department to oversee 504 plans, IEP plans, and response to intervention programs.

### Other Duties:

- Creates opportunities for connecting with families and teachers.
- Work collaboratively with other programs within the larger organization to streamline and improve programs for all students and staff.
- Perform other duties as assigned.

### ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:

- Credentials:
  - Administrative Services Credential, California
  - Special Education, Multiple Subject, or Single Subject
- Education:
 

Master's Degree in Educational highly desirable.
- Experience:
 

Minimum of 5 years experience working with students in a school setting as a teacher, psychologist or other credentialed area.

#### *Principal Salary Schedule*

BOARD APPROVED:	03/21/89
REVISION DATES:	12/11/07
	12/18/19
	02/21/24

# APPENDIX E-1

## Chula Vista Elementary School District 2023-24 Management Salary Schedule Daily

	# Work Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Executive Director:</b>							
Fiscal Services	223	C	772.58	793.91	815.25	836.59	857.92
<b>Directors :</b>							
Attendance and Wellness	223	A	686.76	707.51	728.22	748.97	769.65
Early Childhood Intervention	223	A	686.76	707.51	728.22	748.97	769.65
Expanded Learning Opportunities Program	223	A	686.76	707.51	728.22	748.97	769.65
Facilities, Planning, Maintenance and Operations	223	A	686.76	707.51	728.22	748.97	769.65
Fiscal Services	223	A	686.76	707.51	728.22	748.97	769.65
Human Resources	223	A	686.76	707.51	728.22	748.97	769.65
Information Technology Services	223	A	686.76	707.51	728.22	748.97	769.65
Innovation - Instructional Services	223	A	686.76	707.51	728.22	748.97	769.65
Leadership, Development, Equity, and Access	223	A	686.76	707.51	728.22	748.97	769.65
Multi-Tiered System of Supports: Behavioral, Social-Emotional, and Academic	223	A	686.76	707.51	728.22	748.97	769.65
Professional Development and Academics Coaching	223	A	686.76	707.51	728.22	748.97	769.65
Special Education and Pupil Services Instruction	223	A	686.76	707.51	728.22	748.97	769.65
Student, Family, Community, and Instruction	223	A	686.76	707.51	728.22	748.97	769.65
Child Nutrition Services	223	A	686.76	707.51	728.22	748.97	769.65
District Community School	223	E	554.28	576.31	598.49	620.56	642.76
Maintenance & Operations	223	E	554.28	576.31	598.49	620.56	642.76
Transportation	223	E	554.28	576.31	598.49	620.56	642.76
Benefits/Risk Management	223	I	588.25	611.71	635.16	658.68	682.18
Community Collaborative	223	I	588.25	611.71	635.16	658.68	682.18
Communication and Community Development	223	I	588.25	611.71	635.16	658.68	682.18
Communications	223	I	588.25	611.71	635.16	658.68	682.18
<b>Associate Director:</b>							
Transportation	223	M	532.92	554.13	575.47	596.75	618.07
<b>Coordinators :</b>							
Athletic Programs	223	I	588.25	611.71	635.16	658.68	682.18
Early Intervention	223	I	588.25	611.71	635.16	658.68	682.18
Health Services	223	I	588.25	611.71	635.16	658.68	682.18
Instructional Media Services	223	I	588.25	611.71	635.16	658.68	682.18
Early Childhood Education Services	223	I	588.25	611.71	635.16	658.68	682.18
Equity and Access	223	I	588.25	611.71	635.16	658.68	682.18
Expanded Learning Opportunities Program	223	I	588.25	611.71	635.16	658.68	682.18
Instructional Services	223	I	588.25	611.71	635.16	658.68	682.18
Instructional Technology	223	I	588.25	611.71	635.16	658.68	682.18
Multi-Tiered System of Supports	223	I	588.25	611.71	635.16	658.68	682.18
Physical, Health & Wellness	223	I	588.25	611.71	635.16	658.68	682.18
Special Education and District Behavior Team	223	I	588.25	611.71	635.16	658.68	682.18
Special Education and Pupil Services Instruction	223	I	588.25	611.71	635.16	658.68	682.18
Visual and Performing Arts	223	I	588.25	611.71	635.16	658.68	682.18
Attendance	223	M	532.92	554.13	575.47	596.75	618.07
Student, Family, and Community Services	223	M	532.92	554.13	575.47	596.75	618.07
Operations Services and Support	223	L	428.61	446.74	462.82	479.98	497.07
<b>Administrative District Psychologist (205)</b>	205	H	572.77	595.54	618.49	641.37	664.29
<b>Associate Principal</b>	206	H	572.77	595.54	618.49	641.37	664.29
<b>Program Specialist(200)</b>	200	J	530.54	551.85	572.90	594.09	615.32
<b>Program Specialist(223)</b>	223	M	532.92	554.13	575.47	596.75	618.07
<b>Projects Specialist(200)</b>	185,200	J	530.54	551.85	572.90	594.09	615.32
<b>Projects Specialist (223)</b>	223	M	532.92	554.13	575.47	596.75	618.07
<b>Social Worker, District Social Worker, District Social Worker-Child Dev.</b>	190	J	530.54	551.85	572.90	594.09	615.32
<b>Managers:</b>							
Benefits/Risk Management Senior Manager	223	G	603.00	627.02	651.06	675.17	699.23
Info Tech, Programming & Suppt	223	G	603.00	627.02	651.06	675.17	699.23
Net Serv Comp Hard Supp & Pub Op	223	G	603.00	627.02	651.06	675.17	699.23
Early Intervention Program Specialist Mental Health	223	H	572.77	595.54	618.49	641.37	664.29
Benefits/Risk Manager	223	M	532.92	554.13	575.47	596.75	618.07
Communications Officer	223	M	532.92	554.13	575.47	596.75	618.07
Even Start Family Literacy Program	223	M	532.92	554.13	575.47	596.75	618.07
Facilities and Planning	223	M	532.92	554.13	575.47	596.75	618.07
Facilities Maintenance	223	M	532.92	554.13	575.47	596.75	618.07
Facilities Operations	223	M	532.92	554.13	575.47	596.75	618.07
First 5 Cal Sch Readiness Project Manager	223	M	532.92	554.13	575.47	596.75	618.07
Grounds, Safety, & Maint.	223	M	532.92	554.13	575.47	596.75	618.07
Lead Fleet Maintenance, Transp.	223	M	532.92	554.13	575.47	596.75	618.07
Office Manager for the Supt and Business Serv & Suppt	223	M	532.92	554.13	575.47	596.75	618.07
Purch, Warehouse & Publications Serv & Suppt	223	M	532.92	554.13	575.47	596.75	618.07
Safety/Environmental	223	M	532.92	554.13	575.47	596.75	618.07
Safety, Facilities, & Construction	223	M	532.92	554.13	575.47	596.75	618.07
Student Family and Community Services Project	223	M	532.92	554.13	575.47	596.75	618.07
Senior Grant Writer	223	M	532.92	554.13	575.47	596.75	618.07
Student Placement	223	M	532.92	554.13	575.47	596.75	618.07
Accounting	223	K	471.01	489.84	508.63	527.47	546.26
Child Nutrition Service Manager	223	K	471.01	489.84	508.63	527.47	546.26
Emergency Preparedness and Security	223	K	471.01	489.84	508.63	527.47	546.26
First 5 Cal Spec Needs Demonstration Project	223	K	471.01	489.84	508.63	527.47	546.26
Fleet Maintenance	223	K	471.01	489.84	508.63	527.47	546.26
Payroll	223	K	471.01	489.84	508.63	527.47	546.26
Safety Operations	223	K	471.01	489.84	508.63	527.47	546.26
Transportation	223	K	471.01	489.84	508.63	527.47	546.26

Stipend for Doctorate: \$1,500 annually

LONGEVITY I Five years after completing Step 5 on the Management Salary Schedule  
or after 10 years of accredited management service in the District, you will receive a longevity increase of 3%.

LONGEVITY II Five years after completing Longevity I on the Management Salary Schedule or after 15 years of  
accredited management service in the District, you will receive a longevity increase of 2.5% to total 5.5%.

LONGEVITY III Five years after completing Longevity II on the Management Salary Schedule or after 20 years of  
accredited management service in the District, you will receive a longevity increase of 2.5% to total 8%.

LONGEVITY IV Five years after completion of Longevity III on the Management Salary Schedule or after 28 years of  
accredited management service in the District, you will receive a longevity increase of 2.5% to total 10.5%

Adopted: February 21, 2024 (with 9% COLA eff. 7/1/2023)  
Effective: July 1, 2023

# APPENDIX E-2

## Chula Vista Elementary School District 2024-25 Management Salary Schedule Daily

	# Work Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Executive Director:</b>							
Fiscal Services	223	C	795.75	817.73	839.71	861.68	883.66
<b>Directors :</b>							
Attendance and Wellness	223	A	707.36	728.73	750.08	771.43	792.74
Early Childhood Intervention	223	A	707.36	728.73	750.08	771.43	792.74
Expanded Learning Opportunities Program	223	A	707.36	728.73	750.08	771.43	792.74
Facilities, Planning, Maintenance and Operations	223	A	707.36	728.73	750.08	771.43	792.74
Fiscal Services	223	A	707.36	728.73	750.08	771.43	792.74
Human Resources	223	A	707.36	728.73	750.08	771.43	792.74
Information Technology Services	223	A	707.36	728.73	750.08	771.43	792.74
Innovation - Instructional Services	223	A	707.36	728.73	750.08	771.43	792.74
Leadership, Development, Equity, and Access	223	A	707.36	728.73	750.08	771.43	792.74
Multi-Tiered System of Supports: Behavioral, Social-Emotional, and Academic	223	A	707.36	728.73	750.08	771.43	792.74
Professional Development and Academics Coaching	223	A	707.36	728.73	750.08	771.43	792.74
Special Education and Pupil Services Instruction	223	A	707.36	728.73	750.08	771.43	792.74
Student, Family, Community, and Instruction	223	A	707.36	728.73	750.08	771.43	792.74
Child Nutrition Services	223	A	707.36	728.73	750.08	771.43	792.74
District Community School	223	E	670.90	693.60	716.44	739.18	762.04
Maintenance & Operations	223	E	670.90	693.60	716.44	739.18	762.04
Transportation	223	E	670.90	693.60	716.44	739.18	762.04
Benefits/Risk Management	223	I	605.89	630.06	654.22	678.44	702.65
Community Collaborative	223	I	605.89	630.06	654.22	678.44	702.65
Communication and Community Development	223	I	605.89	630.06	654.22	678.44	702.65
Communications	223	I	605.89	630.06	654.22	678.44	702.65
<b>Associate Director:</b>							
Transportation	223	M	548.91	570.75	592.73	614.65	636.62
<b>Coordinators :</b>							
Athletic Programs	223	I	605.89	630.06	654.22	678.44	702.65
Early Intervention	223	I	605.89	630.06	654.22	678.44	702.65
Health Services	223	I	605.89	630.06	654.22	678.44	702.65
Instructional Media Services	223	I	605.89	630.06	654.22	678.44	702.65
Early Childhood Education Services	223	I	605.89	630.06	654.22	678.44	702.65
Equity and Access	223	I	605.89	630.06	654.22	678.44	702.65
Expanded Learning Opportunities Program	223	I	605.89	630.06	654.22	678.44	702.65
Instructional Services	223	I	605.89	630.06	654.22	678.44	702.65
Instructional Technology	223	I	605.89	630.06	654.22	678.44	702.65
Multi-Tiered System of Supports	223	I	605.89	630.06	654.22	678.44	702.65
Physical, Health & Wellness	223	I	605.89	630.06	654.22	678.44	702.65
Special Education and District Behavior Team	223	I	605.89	630.06	654.22	678.44	702.65
Special Education and Pupil Services Instruction	223	I	605.89	630.06	654.22	678.44	702.65
Visual and Performing Arts	223	I	605.89	630.06	654.22	678.44	702.65
Attendance	223	M	548.91	570.75	592.73	614.65	636.62
Student, Family, and Community Services	223	M	548.91	570.75	592.73	614.65	636.62
Operations Services and Support	223	L	441.47	459.11	476.71	494.38	511.99
Administrative District Psychologist (205)	206	H	589.95	613.41	637.05	660.81	684.22
Associate Principal	206	H	589.95	613.41	637.05	660.81	684.22
Program Specialist(200)	200	J	548.46	568.20	590.09	611.91	633.77
Program Specialist(223)	223	M	548.91	570.75	592.73	614.65	636.62
Projects Specialist(200)	185,200	J	548.46	568.20	590.09	611.91	633.77
Projects Specialist (223)	223	M	548.91	570.75	592.73	614.65	636.62
Social Worker, District Social Worker, District Social Worker-Child Dev.	190	J	548.46	568.20	590.09	611.91	633.77
<b>Managers:</b>							
Benefits/Risk Management Senior Manager	223	G	621.09	645.83	670.59	695.43	720.21
Info Tech, Programming & Support	223	G	621.09	645.83	670.59	695.43	720.21
Net Serv Comp Hard Supp & Pub Op	223	G	621.09	645.83	670.59	695.43	720.21
Early Intervention Program Specialist Mental Health	223	H	589.95	613.41	637.05	660.81	684.22
Benefits/Risk Manager	223	M	548.91	570.75	592.73	614.65	636.62
Communications Officer	223	M	548.91	570.75	592.73	614.65	636.62
Even Start Family Literacy Program	223	M	548.91	570.75	592.73	614.65	636.62
Facilities and Planning	223	M	548.91	570.75	592.73	614.65	636.62
Facilities Maintenance	223	M	548.91	570.75	592.73	614.65	636.62
Facilities Operations	223	M	548.91	570.75	592.73	614.65	636.62
First 5 Cal Sch Readiness Project Manager	223	M	548.91	570.75	592.73	614.65	636.62
Grounds, Safety, & Maint.	223	M	548.91	570.75	592.73	614.65	636.62
Lead Fleet Maintenance, Transp.	223	M	548.91	570.75	592.73	614.65	636.62
Office Manager for the Supt and Business Serv & Support	223	M	548.91	570.75	592.73	614.65	636.62
Purch, Warehouse & Publications Serv & Support	223	M	548.91	570.75	592.73	614.65	636.62
Safety/Environmental	223	M	548.91	570.75	592.73	614.65	636.62
Safety, Facilities, & Construction	223	M	548.91	570.75	592.73	614.65	636.62
Student Family and Community Services Project	223	M	548.91	570.75	592.73	614.65	636.62
Senior Grant Writer	223	M	548.91	570.75	592.73	614.65	636.62
Student Placement	223	M	548.91	570.75	592.73	614.65	636.62
Accounting	223	K	485.14	504.53	523.89	543.30	562.65
Child Nutrition Service Manager	223	K	485.14	504.53	523.89	543.30	562.65
Emergency Preparedness and Security	223	K	485.14	504.53	523.89	543.30	562.65
First 5 Cal Spec Needs Demonstration Project	223	K	485.14	504.53	523.89	543.30	562.65
Fleet Maintenance	223	K	485.14	504.53	523.89	543.30	562.65
Payroll	223	K	485.14	504.53	523.89	543.30	562.65
Safety Operations	223	K	485.14	504.53	523.89	543.30	562.65
Transportation	223	K	485.14	504.53	523.89	543.30	562.65

Stipend for Doctorate: \$1,500 annually

LONGEVITY I Five years after completing Step 5 on the Management Salary Schedule or after 10 years of accredited management service in the District, you will receive a longevity increase of 3%.

LONGEVITY II Five years after completing Longevity I on the Management Salary Schedule or after 15 years of accredited management service in the District, you will receive a longevity increase of 2.5% to total 5.5%.

LONGEVITY III Five years after completing Longevity II on the Management Salary Schedule or after 20 years of accredited management service in the District, you will receive a longevity increase of 2.5% to total 8%.

LONGEVITY IV Five years after completion of Longevity III on the Management Salary Schedule or after 25 years of accredited management service in the District, you will receive a longevity increase of 2.5% to total 10.5%.

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

Chula Vista Elementary School District  
2023-24  
Principals' Salary Schedule  
Annual/Daily

PRINCIPAL I

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
121,767.04	126,623.04	131,478.98	136,347.37	141,211.58
10,147.25	10,551.92	10,956.58	11,362.28	11,767.63
588.25	611.71	635.16	658.68	682.18

PRINCIPAL II

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
154,804.00	156,713.00	158,628.00	160,536.00	162,448.00	164,357.00
12,900.33	13,059.42	13,219.00	13,378.00	13,537.33	13,696.42
747.85	757.07	766.32	775.54	784.77	794.00

No. workdays: 207  
Stipend for Doctorate: \$1,500 annually

*Experienced Principal II volunteering to serve at high priority program improvement schools may be placed on Step 6*

Adopted: February 21, 2024 (with 9% COLA eff. 7/1/2023)  
Effective: July 1, 2023

Chula Vista Elementary School District  
2024-25  
Principals' Salary Schedule  
Annual/Daily

PRINCIPAL I

Step 1	Step 2	Step 3	Step 4	Step 5
125,420.05	130,421.73	135,423.35	140,437.79	145,447.93
10,451.67	10,868.48	11,285.28	11,703.15	12,120.66
605.89	630.06	654.22	678.44	702.65

PRINCIPAL II

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
159,448.12	161,414.39	163,386.84	165,352.08	167,321.44	169,287.71
13,287.34	13,451.20	13,615.57	13,779.34	13,943.45	14,107.31
770.28	779.78	789.31	798.80	808.32	817.82

No. workdays: 207  
Stipend for Doctorate: \$1,500 annually

***Experienced Principal II volunteering to serve at high priority program improvement schools may be placed on Step 6***

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