

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

No. 8

November 3, 2016

CVE NEGOTIATIONS UPDATE

The District's negotiation team and CVE's negotiation team met on November 3, 2016.

The District presented a proposal on Article 8, Hours. Even though our initial stance had been for current contract language in this article, we listened to CVE and proposed language to include a process that addresses situations when CVE members believe that they have been subject to unreasonable expectations regarding hours. (See attached proposal. CVE rejected.)

The District presented proposals on the 2017-18 calendar. (See attached draft calendar.)

The District presented an extension of the MOU on collaboration. (See attached proposal. CVE rejected.)

The District also discovered and corrected an error in previously tentatively agreed upon Article 18 Bereavement Leave. As a result, a new tentative agreement was signed noting the correction. (See attached tentative agreement.)

The District was once again prepared to complete the contract negotiations at this meeting in order to expedite unit members receiving their increase in wages and benefits. However, CVE presented counter proposals on Article 8 and the MOU on collaboration, therefore, the contract negotiations were not finalized.

Future meetings are scheduled for November 16 and November 28.

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

Bargaining Team Members in Attendance

CVE BARGAINING TEAM

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

DISTRICT BARGAINING TEAM

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

Prepared by Human Resources Services & Support

November 3, 2016

CVESD Counter Proposal
November 3, 2016

ARTICLE 8. HOURS

- 8.1 The hours of employment for employees shall include the minimum number of instructional minutes specified in the California Education Code.
- 8.2 The school day may be scheduled by the school site provided, however, that it cannot exceed a seven hour work day, cannot have less than thirty (30) minutes of preparation time, and except as set out below must have a forty-five (45) minute period for lunch time.
 - 8.2.1 A school site may modify the contractually agreed upon day as set out in 8.2 if approved by the Board of Education and CVE.
- 8.3. Employees shall have a forty-five (45) minute duty-free lunch period, except for the purpose of walking their classes to the lunch area.
- 8.4 Employees may be asked to furnish a reasonable amount of time outside the regular instructional day to provide for a reasonable number of meetings, parent conferences, and evening school programs which would require student supervision.
- 8.5 Necessary school supervision time must be shared as equally as practical given other school responsibilities and taken within the seven-hour day.
- 8.6 A school site may modify hours (including rainy day schedules) in a way designed to serve the interests of the students at that site. However, on rainy day schedules, employees are entitled to a minimum of thirty (30) minutes for a duty-free lunch period.
- 8.7 Unless modified by a school site, employees are expected to be on site for opening day seven and one-half (7-1/2) hours. Each school shall have a minimum day for their opening school day of each new school year.
- 8.8 Child care teachers may be required to work an eight (8) hour day.
- 8.9 Employees will remain on site until the safety of the students under their supervision is insured.
- 8.10 Summer school employees are expected to be on site four and one-half (4-1/2) hours each day.
- 8.11 Kindergarten scheduling is subject to site level modification (jointly agreed upon between the administration and all teachers on site).

- 8.12 Each school site is given the discretion to set or modify a school schedule. The principal and the certificated staff will first discuss the situation at a staff meeting allowing for teacher input and agreement upon a mechanism for decision-making. The concept of site-based determination of hours and composition of the workday is flexible enough to allow for either the entire staff and the principal or a joint committee of staff and the principal to set or modify a schedule.
- 8.13. No staff or professional development meetings may be held during parent conference weeks, except in circumstances where the immediate health or safety of students or staff is impacted.
- 8.14 Half of the total time of the five student-free duty days in the regular contract (185 days) will be used for individual classroom participation.

Two minimum days will be scheduled per quarter for individual classroom preparation, free from staff meetings or professional development. A third day for teacher-driven collaboration will be scheduled in each quarter.

- 8.15 In the event that CVE believes that members have been subject to unreasonable expectations regarding hours by an administrator, CVE should bring that information to the attention of the Assistant Superintendent of Human Resources. The Assistant Superintendent or his/her designee will investigate the claim. If it is determined that the claim has merit, measures will be taken to remedy the claim.**



CHULA VISTA ELEMENTARY SCHOOL DISTRICT 2017 - 18 SCHOOL CALENDAR (Employees)

DRAFT

JULY 2017														
S	M	T	W	T	F	S								
						1	7/1	Fiscal Year begins	Days Worked per month					
							7/4	Legal Holiday - Independence Day						
							7/5	Principals report to work (7 floating work days)						
2	3	4	5	6	7	8	7/5	200-day Clerical Employees and Drivers Report	180 Day Classified	186 Days CNS II & III	185- Day Cert. Staff	200 Day School Staff		
9	10	11	12	13	14	15	7/14	186-day Child Nutrition Services II & III Employees Report						
16	17	18	19	20	21	22	7/17-18	Teacher Prep Days - 185-day Certificated Employees Report						
23	24	25	26	27	28	29	7/19	180-day Classified Employees Report						
30	31						7/19	Students Report to School - Minimum Day						
							End of first school month, 9 days taught +2 teacher work days				9	12	11	19
AUGUST 2017														
S	M	T	W	T	F	S								
		1	2	3	4	5								
6	7	8	9	10	11	12								
13	14	15	16	17	18	19								
20	21	22	23	24	25	26								
27	28	29	30	31										
							End of second school month, 23 days taught				23	23	23	23
SEPTEMBER 2017														
S	M	T	W	T	F	S								
					1	2								
3	4	5	6	7	8	9	9/4	Legal Holiday - Labor Day						
10	11	12	13	14	15	16	9/7-9/14	Parent/Teacher Conferences - Minimum Days						
17	18	19	20	21	22	23	9/18-10/2	Fall Break						
24	25	26	27	28	29	30								
							End of third school month, 10 days taught				10	10	10	10
OCTOBER 2017														
S	M	T	W	T	F	S								
1	2	3	4	5	6	7	10/2	185-day Certificated Staff Report - Teacher Preparation Day						
8	9	10	11	12	13	14	10/2	200-day Clerical Employees and Drivers Report						
15	16	17	18	19	20	21	10/2	186-day Child Nutrition Services II & III Employees Report						
22	23	24	25	26	27	28	10/3	180-day Classified Employees Report						
29	30	31					10/3	School Resumes - Students Report to School						
							End of fourth school month, 21 days taught +1 teacher work day				21	22	22	22
NOVEMBER 2017														
S	M	T	W	T	F	S								
			1	2	3	4								
5	6	7	8	9	10	11	11/10	Legal Holiday - Veterans Day						
12	13	14	15	16	17	18	11/20-11/24	Thanksgiving Week Break						
19	20	21	22	23	24	25	11/23	Legal Holiday - Thanksgiving Day						
26	27	28	29	30			11/24	In lieu of Holiday - CA Admission Day						
							End of fifth school month, 16 days taught				16	16	16	16
DECEMBER 2017														
S	M	T	W	T	F	S								
					1	2								
3	4	5	6	7	8	9	12/19-1/8	Winter Break						
10	11	12	13	14	15	16	12/22	Declared Holiday						
17	18	19	20	21	22	23	12/25	Legal Holiday						
24	25	26	27	28	29	30	12/28,12/29	Declared Holiday						
31							End of sixth school month, 11 days taught				11	11	11	11

Legend: School day (180) Minimum Day (50) Teacher Prep. Day (5) Break No School/Holiday

DRAFT

JANUARY 2018												
S	M	T	W	T	F	S						
	1	2	3	4	5	6						
7	8	9	10	11	12	13						
14	15	16	17	18	19	20						
21	22	23	24	25	26	27						
28	29	30	31									
							1/1	Legal Holiday – New Year’s Day				
							1/8	185-day Certificated Staff Report – Teacher Preparation Day	180 Day Classified			
							1/8	200-day Clerical Employees and Drivers Report		186 Days CNS II & III		
							1/8	186-day Child Nutrition Services II & III Employees Report			185- Day Cert. Staff	
							1/9	180-day Classified Employees Report			200 Day School Staff	
							1/9	School Resumes – Students Report to School – Minimum Day				
							1/15	Legal Holiday – Dr. Martin Luther King Jr. Day				
								End of seventh school month, 16 days taught +1 teacher work day	16	17	17	17
FEBRUARY 2018												
S	M	T	W	T	F	S						
				1	2	3						
4	5	6	7	8	9	10						
11	12	13	14	15	16	17	2/16	Legal Holiday – Lincoln Day				
18	19	20	21	22	23	24	2/19	Legal Holiday – Washington Day				
25	26	27	28									
								End of eighth school month, 18 days taught	18	18	18	18
MARCH 2018												
S	M	T	W	T	F	S						
				1	2	3	3/8-3/15	Parent Conferences - Minimum Days				
4	5	6	7	8	9	10	3/19-3/30	Spring Break				
11	12	13	14	15	16	17	3/(23?)	Declared Holiday				
18	19	20	21	22	23	24	3/(26?)	Declared Holiday – Cesar Chavez Day				
25	26	27	28	29	30	31		End of ninth school month, 12 days taught	12	12	12	12
APRIL 2018												
S	M	T	W	T	F	S						
1	2	3	4	5	6	7	4/2	185-day Certificated Staff Report				
8	9	10	11	12	13	14	4/2	200-day Clerical Employees and Drivers Report				
15	16	17	18	19	20	21	4/2	186-day Child Nutrition Services II & III Employees Report				
22	23	24	25	26	27	28	4/2	180-day Classified Employees Report				
29	30						4/2	School Resumes – Students Report to School – Minimum Day				
								End of tenth school month, 21 days taught	21	21	21	21
MAY 2018												
S	M	T	W	T	F	S						
		1	2	3	4	5						
6	7	8	9	10	11	12						
13	14	15	16	17	18	19	5/29	Legal Holiday – Memorial Day				
20	21	22	23	24	25	26						
27	28	29	30	31				End of eleventh school month 22 days taught	22	22	22	22
JUNE 2018												
S	M	T	W	T	F	S						
					1	2	6/1	End of School Year for Students – 180 days taught – Minimum Day				
							6/1	Last day for 180-day Classified Employees				
							6/4	Last day for 185-day Certificated Employees – Teacher Preparation Day				
3	4	5	6	7	8	9	6/4	Last day for 186-day Child Nutrition Services II & III Employees				
10	11	12	13	14	15	16	6/13	Last day for 200-day Clerical Employees and Drivers				
17	18	19	20	21	22	23						
24	25	26	27	28	29	30	6/30	Fiscal year ends				
								End of twelfth school month, 1 day taught +1 teacher work day	1	2	2	9

Total Instructional Days:180

180 186 185 200

Legend: School day (180) Minimum Day (50) Teacher Prep. Day (5) **Break** **No School/Holiday**

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

November 3, 2016

The Chula Vista Elementary School District (“District”) and the Chula Vista Educators (“CVE”) (collectively, “the Parties”) hereby enter into this memorandum of understanding pertaining to the working conditions associated with the implementation of the California State Standards (Common Core) for the 2015-2016 school year. The parties agree to meet and discuss possible extension and/or revisions to this MOU prior to its expiration of June 30, 2017.

The Parties agree as follows:

1. The district will hire credentialed teachers to support teacher collaboration opportunities.
2. Teacher collaboration time will be provided at each site. Collaboration time will be divided as follows: 1/3 of the time can be utilized by principals and 2/3 of the time will be teacher driven.
3. The district will hire Resource Teachers to provide ongoing coaching and support with the implementation of the new California State Standards (Common Core.)
 - Principals can bring Resource Teachers, referred to above, during their 1/3 period of time to participate in collaboration sessions with the consent of majority of teachers on the grade level team (2/2, 2/3, 3/4, 3/5, 4/6) collaborating.
 - Resource Teachers, referred to above, can participate in collaboration sessions when invited by the majority of teachers on the grade level team as defined above during their 2/3 period of time.
 - Principals are entitled to receive collaboration agendas, notes and/or summaries of topics/issues addressed during teacher driven collaboration time
4. The District and CVE will exchange information regarding the structure of collaboration time at each school site semi-annually.
5. **The District will provide an additional two and a half days of professional development, which includes one full day of collaboration prior to the start of the 2017-18 school year to support teachers with the implementation of newly adopted English Language Arts curriculum aligned to the California State Standards. Teachers will be paid at their per diem rate.**
6. Teachers will be provided access to technology and training on new technology. The District will make every effort to ensure that all technology will function properly and anticipate that normal wear and tear will necessitate replacement technology, additional personnel, and associated costs.

Agreed:

CHULA VISTA EDUCATORS

Chris Fite

CVE Negotiations Chairperson

Date

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

Jeffrey J. Thiel, Ed.D

Assistant Superintendent, Human Resources

Date

November 3, 2016
Tentative Agreement

TA'd
CUESD
11/3/16

11/3/16
CUE

ARTICLE 18. BEREAVEMENT LEAVE

- 18.1. In the event of the death of any member of the employee's immediate family (mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee, or of the spouse or registered **or unregistered** domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or of the spouse of the employee, (or step-mother, step-father, step-brother, step-sister of the employee or spouse of the employee), **registered or unregistered domestic partners** or any relative living in the household of the employee), the employee shall be granted leave of absence with pay, not to exceed three (3) days, or five (5) days if in excess of two hundred (200) miles of one-way travel is required. An extension of these time limits or an inclusion of other members of the immediate family may be granted at the discretion of the Superintendent or designee. The administration shall be notified prior to each leave unless extenuating circumstances prevent such timely notification, in which case the responsibility for notification shall remain with the employee.
- 18.2 In cases involving a long-established personal relationship between a unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the District.