

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

No. 9

November 16, 2016

CVE NEGOTIATIONS UPDATE

The District's negotiation team and CVE's negotiation team met on November 16, 2016. New CTA representative, Helen Farias, was introduced to the group.

The District presented proposals on the only remaining article, Article 8 Hours, and the Memorandum of Understanding on the Implementation of California State Standards. (See attached.) Extensive discussion was held about both of these and both parties exchanged additional proposals. CVE will respond to Article 8 Hours and the MOU at the next scheduled negotiation session.

Further conversations were had regarding the 2017-18 calendar.

Additional dates were scheduled for future negotiations:

November 28, 2016

January 13, 2016

February 1, 2016

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

Helen Farias

Chris Fite

Michelle Harms

Elizabeth Hutson

Susan Skala

Manuel Yvellez

DISTRICT BARGAINING TEAM

Gloria Ciriza

Carmen Emery

Oscar Esquivel

Peter Fagen

Debra McLaren

Jorge Mora

Matt Tessier

Jeff Thiel

Prepared by Human Resources Services & Support

November 16, 2016

CVESD Counter Proposal
November 16, 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 **CVE and the District agree that workload expectations should be reasonable. In the event that CVE believes that members have been subject to unreasonable expectations regarding hours by an administrator, CVE should bring that information to the attention of the Assistant Superintendent of Human Resources. The Assistant Superintendent 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.**

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

November 16, 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~~ **2016-2017** school year. The parties agree to meet and discuss possible extension and/or revisions to this MOU prior to ~~it's~~ **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 **the** 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