

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

No. 10

November 28, 2016

**CVE NEGOTIATIONS UPDATE**

The District's negotiation team and CVE's negotiation team met on November 28, 2016.

We reached a tentative agreement on the remaining articles, Article 8 Hours (see attachment) and Article 39 Half-time Employment with current contract language. With the signing of these two tentative agreements, bargaining is now closed on the CVE contract and we look forward to ratification from CVE and the CVESD Board of Education.

The calendar for the 2017-18 school year was agreed upon.

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

**DISTRICT BARGAINING TEAM**

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

Prepared by Human Resources Services & Support

November 28, 2016

TAJ  
CVESD  
11/28/16

CVESD Counter Proposal  
November 28, 2016

Cu ★  
for CVE  
11/28/16

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 **no more than two (2) required** evening school programs which would require student supervision, (e.g., "Back to School Night," "Open House Night," "Literacy Night," etc.) per year. **Employee participation in each event need not exceed two and a half hours (2 ½). Employees may voluntarily participate in additional events.**
- 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 **preparation**.

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

- 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 will investigate the claim and have the authority to settle the matter. If CVE is dissatisfied with the decision, it shall have the right to submit an appeal to the Superintendent who shall also have authority to settle the matter. If CVE is dissatisfied with the decision, it shall have the right to submit an appeal to the board which could include a conference with the Board in closed session. The Board shall have the authority to hire an outside entity to investigate CVE's claim and issue an advisory to the Board, which the Board may use in making their final decision. The Board's decision shall be final.**

The decision of the Board as to whether the work demands are reasonable is not subject to Article 7, Grievance Procedure. However, a failure to follow the process of 8.15 is subject to Article 7, Grievance Procedure. Work limitations covered by Article 8.1 through 8.14 remain subject to Article 7, Grievance Procedure.