

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

No. 3

August 26, 2016

CVE NEGOTIATIONS UPDATE

The District's Negotiation team and CVE's negotiation team met on August 26.

The District presented proposals on: Article 15 Sick Leave, Article 22 Family Care Leave, and Article 54 Catastrophic Leave Bank.

CVE provided us with proposals on Article 6 Consultation, Article 55 BTSA, and Article 47 Special Education. Tentative agreements were reached on both Article 6 Consultation and Article 47 Special Education. See attached.

We also reached a tentative agreement on all uncontested Articles. See attached.

Future meeting dates:

October 6 at District Office
October 19 at CVE
November 3 at District Office
November 16 at CVE

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

Mary Ellen Berumen Carla Kriss
Chris Fite Manuel Yvellez
Michelle Harms
Elizabeth Hutson

DISTRICT BARGAINING TEAM

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

Prepared by Human Resources Services & Support

August 26, 2016

CVE PROPOSAL
AUGUST 26, 2016

*for CVE
8/26/16*

*for CVE SD
8/26/16*

ARTICLE 6. CONSULTATION

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- 6.1 The exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks 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 teacher input/consultation including, but not limited to, curriculum selection, assessments, report cards, professional development, and technology in the classroom. 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.
- 6.2 **Procedures for Consultation Rights**
- 6.2.1 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 to consult as specified in Government Code section 3543.2.
- 6.2.2 The Consultation Committee, with employee members selected by the Association and District members appointed by the Assistant Superintendent for Instructional Services and Support 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.
- 6.2.3 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 four Consultation Committee members selected by the Association shall be provided one-half day released 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.

- 6.2.4 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 Article 6.1. However, the Special Education Task Force, covered in Article 47, shall have selection procedures set forth in Article 47.

It is the desire of both the Association and the District to elicit accurate input of teachers' opinions 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 RSP teachers with respect to an RSP 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).

- 6.2.5 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 district-wide surveys or district-wide data collection solicited from unit members concerning the subjects of consultation.
- 6.2.6 Every effort shall be made to provide the Association with reasonable information regarding subjects under consultation.
- 6.2.7 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.
- 6.2.8 Professional Development will be a subject of consultation as it

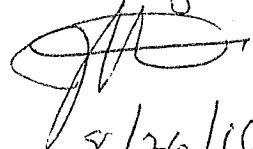
relates to educational objectives, curriculum and course content and use of adopted texts and materials including assessments. The association retains all rights to negotiate Professional Development as granted in the EERA under scope.

- a. Teachers will be provided access and training on new technology to serve their students' needs.

CVE PROPOSAL
AUGUST 18, 2016

ARTICLE 47. SPECIAL EDUCATION

C A
B, CVE
9/26/16

Tentative Agreement

9/26/16

ARTICLE 47. SPECIAL EDUCATION

- 47.1 A Special Education Task Force will be continued to address issues related to services for students with special needs and teacher needs in support of those students. ~~CVE may appoint up to three unit members who are currently assigned to a special education position to the Task Force.~~ Eight unit members (RSP (2), Itinerant RSP, Special Ed. Preschool, Mild/Mod. Special Ed., Mod/Severe Special Ed., LSH, and Adaptive P.E.) will serve on the Special Education Task Force. Membership on the Task Force runs for one academic year though a member can be reselected yearly through the procedures discussed below.

Initially, there shall be an attempt to fill the Task Force position by having each respective stakeholder group (e.g., LSH teachers) select a desired representative. It is sufficient that such selection occur at a meeting where more than 50% of such group members are present or a survey in which more than 50% of such group members participate. If a stakeholder group is unable to select a desired representative, the District and the Association will work to ensure an alternative process for selection which seeks a knowledgeable representative of the special education stakeholder group who is responsive to the group as a whole. If the Association and the District are unable to reach such agreement on the alternative selection process, a random lottery process will be used to select among those unit members who have volunteered for the position.

- 47.2 Professional development conducted which implements the identified training needs for impacted teachers shall be conducted during the normal workday of the teachers with substitutes employed if that is necessary. A unit member may request professional development.
- 47.3 The District will assure that all LSH teachers are provided appropriate assessment materials to ensure the delivery of services to students.

**CVESD Proposal
August 26, 2016**

Current Contract Language:

Article 1: Agreement

Article 3: Definitions

Article 5: District Rights

Article 7: Grievance Procedure

Article 9: Calendar

Article 12: Vacant

Article 14: Safety

Article 19: Childbearing Leave

Article 20: Childrearing Leave

Article 21: Long Term Leave

Article 23: Judicial Leave/Jury Duty Stipend

Article 24: Industrial Accident and Illness Leave

Article 25: Sabbatical Leave

Article 26: Inservice Leave

Article 27: Leave for the President of the Association

Article 28: Leave for Designated Employee

Article 29: Professional Activities Leave

Article 30: Leave for Public Office

Article 31: Leave for Elected Official

Article 32: Military Leave

Article 34: New School Staffing

Article 35: Evaluation

Article 36: Complaint Procedures

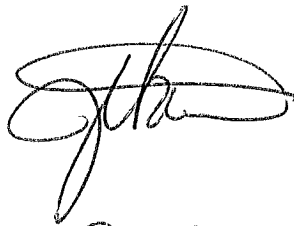
Article 37: Personnel Files

- Article 38: Employee Discipline
- Article 40: Part-Time Program Support Employees
- Article 41: Personal Property
- Article 42: Mileage
- Article 43: Nondiscrimination
- Article 44: Liaison Committee
- Article 46: Assignment of Pupils to Classes
- Article 48: Board Policy Handbook
- Article 49: Service Record
- Article 53: No Strike – No Lockout
- Article 56: Completion of Negotiations
- Article 57: Savings
- Article 58: Meeting and Negotiation



for CVE

8/26/16



for CUESD

8/26/16