5-8-2026
MB 5/8/26.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT AND THE CHULA VISTA CLASSIFIED EMPLOYEES ORGANIZATION

The Chula Vista Elementary School District ("District") and the Chula Vista Classified Employees Organization ("CVCEO") (collectively, "the Parties") hereby enter into this Memorandum of Understanding ("MOU") establishing a one-year collective bargaining agreement, as described below.

RECITALS

WHEREAS, Article 44 of the collective bargaining agreement between the Parties provides that the current collective bargaining agreement will expire on June 30, 2026; and

WHEREAS, the Parties recognize that the District and the Chula Vista Educators ("CVE") current collective bargaining agreement expires on June 30, 2026, and that the District and the CVE have been engaged in negotiations related to several topics, including salary and health and welfare benefits, as they bargain a successor agreement.

WHEREAS, the Parties have a mutual interest in executing a one-year collective bargaining agreement through June 30, 2027, subject to the terms and conditions described herein.

NOW THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct.

2. Duration of Agreement. Article 44 states:

> Upon ratification by both parties, the Agreement shall be in effect from July 1, 2023, until June 30, 2026.

The Parties agree to replace that language with:

> Upon ratification by both parties, the Agreement shall be in effect from July 1, 2026, until June 30, 2027.

3. Wages for 2025-2026 School Year. For the 2025-2026 school year, the Parties agree that the District shall provide CVCEO members with the same percentage increase to wages issued to CVE members for the 2025-2026 school year, if any, at the completion of the District's negotiations with CVE, as described in this paragraph. An "increase to wages" for purposes of this section 3 shall include any percentage increases applied to the salary schedules included in the collective bargaining agreement between the District and CVE. An "increase to wages" for purposes of this section 3 shall not include compensation, or

compensation increases, provided to CVE member(s) in exchange for additional or different work or services.

Any one-time payment to CVE members based on a percentage of the CVE salary schedule will be provided in the same manner to CVCEO members based on the CVCEO salary schedule. Any one-time payment to CVE members that is a specific dollar amount will be provided as the same dollar amount to CVCEO members.

4. Wages for 2026-2027 School Year. Effective July 1, 2026, and for the 2026-27 school year, the Parties agree that the District shall provide CVCEO members with the same percentage increase to wages issued to CVE members for the 2026-27 school year at the completion of the District's negotiations with CVE, as described in this paragraph. An "increase to wages" for purposes of this section 4 shall include any percentage increases applied to the salary schedules included in the collective bargaining agreement between the District and CVE. An "increase to wages" for purposes of this section 4 shall not include compensation, or compensation increases, provided to CVE member(s) in exchange for additional or different work or services.

Any one-time payment to CVE members based on a percentage of the CVE salary schedule will be provided in the same manner to CVCEO members based on the CVCEO salary schedule. Any one-time payment to CVE members that is a specific dollar amount will be provided as the same dollar amount to CVCEO members.

5. Health and Welfare Benefits for 2025-2026 School Year. For the 2025-2026 school year, the Parties agree that the District shall provide CVCEO members with the same increase to health and welfare benefits issued to CVE members for the 2025-2026 school year at the completion of the District's negotiations with CVE, as described in this paragraph. An "increase to health and welfare benefits" for purposes of this section 5 shall include any increases applied to one or more of the three health and welfare benefit caps included in the collective bargaining agreement between the District and CVE. An "increase to health and welfare benefits" for purposes of this section 5 shall not include compensation, or compensation increases, provided to CVE member(s) in exchange for additional or different work or services. For purposes of calculating the percentage increase associated with any increases applied to one of more of the three health and welfare benefit caps with CVE, the parties agree that the District shall combine the total dollar increase that will be applied to all CVE member's health benefit caps based on each CVE member's individual plan selection at the time of the District's and CVE's tentative agreement resolving salary and health and welfare benefits, or completion of impasse procedures and the District's unilateral implementation of its final offer ("CVE Resolution Date One"). Once that total dollar increase has been calculated, the District will compare that value to the cost of one percent associated with CVE's bargaining unit, which is $1,807,215.00, to determine the actual percentage of increase provided to CVE's bargaining unit through any benefit cap increases. That same percentage increase will be available to CVCEO to apply to unit member health and welfare benefits cap included in the Article 7.1.1 of the Parties' July 1, 2023, through June 30, 2026 collective bargaining agreement as described in this MOU. The District shall determine the dollars to be applied to the health and welfare cap described in Article 7.1.1 of the CVCEO collective

bargaining agreement by comparing the cost of one percent associated with CVCEO's bargaining unit, which is $933,765, and deducting that percentage from the total percentage available to CVCEO pursuant to this paragraph.

Any one-time increases to CVE members' health and welfare benefit caps will similarly be available to CVCEO on a one-time basis in accordance with the calculation methods described above. Any ongoing increases to CVE members' health and welfare benefits will similarly be provided to CVCEO on an ongoing basis in accordance with the calculation methods described above.

6. Health and Welfare Benefits for 2026-2027 School Year. For the 2026-27 school year, the Parties agree that the District shall provide CVCEO members with the same increase to health and welfare benefits issued to CVE members for the 2026-27 school year at the completion of the District's negotiations with CVE, as described in this paragraph. An "increase to health and welfare benefits" for purposes of this section 6 shall include any increases applied to one or more of the three health and welfare benefit caps included in the collective bargaining agreement between the District and CVE. An "increase to health and welfare benefits" for purposes of this section 6 shall not include compensation, or compensation increases, provided to CVE member(s) in exchange for additional or different work or services. For purposes of calculating the percentage increase associated with any increases applied to one of more of the three health and welfare benefit caps with CVE, the parties agree that the District shall combine the total dollar increase that will be applied to all CVE member's health benefit caps based on each CVE member's individual plan selection at the time of the District's and CVE's tentative agreement resolving salary and health and welfare benefits, or completion of impasse procedures and the District's unilateral implementation of its final offer ("CVE Resolution Date Two"). Once that total dollar increase has been calculated, the District will compare that value to the cost of one percent associated with CVE's bargaining unit, to determine the actual percentage of increase provided to CVE's bargaining unit through any benefit cap increases. That same percentage increase will be available to CVCEO to apply to unit member health and welfare benefits cap established pursuant to section 5 of this MOU. The District shall determine the dollars to be applied to the health and welfare cap described in Article 7.1.1 of the CVCEO collective bargaining agreement by comparing the cost of one percent associated with CVCEO's bargaining unit, and deducting that percentage from the total percentage available to CVCEO pursuant to this paragraph.

Any one-time increases to CVE members' health and welfare benefit caps will similarly be available to CVCEO on a one-time basis in accordance with the calculation methods described above. Any ongoing increases to CVE members' health and welfare benefits will similarly be provided to CVCEO on an ongoing basis in accordance with the calculation methods described above.

7. Work Year/Salary Schedule. For the 2026-2027 school year, the work year will be 260 days. The wages of CVCEO unit members will not be reduced as a result of the reduction in work year.

8. Meeting and Negotiating. Article 38.1 of the Collective Bargaining Agreement states:

> The exclusive representative for the classified employee bargaining unit and the District agree that either party may notify the other, in writing, between March 15 and April 15 in the year that this contract expires, of its request to modify, amend or terminate the Agreement.

The Parties agree to replace that language only from July 1, 2026, until June 30, 2027, to state:

> The exclusive representative for the classified employee bargaining unit and the District agree that either party may notify the other, in writing, between August 15, 2026, and September 15, 2026, of its request to modify, amend or terminate the Agreement.

Article 38.2 of the Collective Bargaining Agreement states:

> The exclusive representative may give notice to the Board by mail or email between August 15, 2026, and September 15, 2026, of its desire to reopen negotiations on Article 7 and three (3) additional reopeners. The exclusive representative may give notice to the Board by mail or email between April 15 and May 15, 2025 of its desire to reopen negotiations on Article 5, Article 7 and three (3) additional reopeners. Upon receipt of written notice, arrangements shall be made pursuant to provisions of the Educational Employment Relations Act, including the public notice provision, for meeting and negotiating to commence.

The Parties agree to waive Article 38.2, in its entirety, only between July 1, 2026, until June 30, 2027. Nothing in this provision and this MOU in any way limits either party's right to sunshine articles for negotiations under Article 38.1, as described above.

9. Applicability of Collective Bargaining Agreement Provisions. With the exception of any changes noted herein, all articles included in the Parties July 1, 2023 - June 30, 2026 Collective Bargaining Agreement shall remain unchanged and constitute the terms of the Parties July 1, 2026 - June 30, 2027 collective bargaining agreement.

10. Board and Membership Approval. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education and CVCEO's membership, and satisfy any AB 1200 reporting and approval requirements.

11. Severability. If any provision of this MOU is held to be void, voidable, or unenforceable, the remaining portions of the MOU shall remain in full force and effect.

12. Entire Agreement and Completion of Negotiations. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this MOU. The Parties have completed any and all negotiations related to the July 1, 2026 - June 30, 2027 collective bargaining agreement.

13. Voluntary Agreement. All Parties represent that they have read this MOU and its attachments, if any, in full and understand and voluntarily agree to all such provisions. All Parties further declare that, prior to signing this MOU, they apprised themselves of relevant data, through sources of their own private selection, including review by their own counsel, in deciding whether to execute this MOU. All parties further represent that they have, as of the date of execution of this MOU, the legal capacity to understand, agree to, and sign this MOU, and that they have not assigned any rights or claims related hereto to any third party.

Agreed:

CHULA VISTA CLASSIFIED EMPLOYEES ORGANIZATION

_____ Date: _____

Ruby Williams
CVCEO President

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

_____ Date: _____

Mark Pong
Assistant Superintendent, Business Services and Support