Negotiations Update for
ESTA & District for Feb 3, 2020

The District and ESTA met on Monday, February 3, 2020.

ESTA shared their proposal with the District.

The District provided a proposal to ESTA including funding information.

We will next meet on Wednesday, February 26, 2020.

Documents below:

- Agenda
- Updated Ground Rules for Bargaining
- District Proposal – from January 17, 2020
- Funding Information – from February 3, 2020
ESTA NEGOTIATIONS
FEB 3, 2020 AGENDA

ESTA Team
1. Joe Gelormini- Chair
2. Anna Cady- ESTA President
3. Michael Sovacool- ESTA Grievance Chair
4. Tony Hutchinson- ESTA Transcriptionist
5. Rita Guerra- EHS Counselor/Negotiations
6. Chris Evans- SP SPED/Negotiations
7. Anne Schwartz- Del Lago Math/Budget Analyst
8. Erin Clark- CTA Representative

DISTRICT Team
1. Olga West - Assistant Supt. HR
2. Charan Kirpalani- Director HR
4. Martin Casas – Principal, San Pasqual High School
5. Peter Fagen - District Legal Counsel
6. Marie Alvarado – Admin Assistant, HR/Notetaker

AGENDA
Preparation 8-9 a.m.
Start 9 a.m.
Lunch 11:45 a.m.
End 3:00 p.m.

1. Welcome
2. Review and finalize the agenda
3. ESTA Proposal
4. Caucus
5. District Proposal
6. Caucus
7.
ESTA & EUHSD
Ground Rules for Bargaining
Feb 3, 2020
Revised as agreed upon Jan. 17, 2020

1. Put electronics on vibrate or silent.
2. Finalize agenda together.
3. Each team will designate a lead facilitator to guide the agenda and the conversation.
4. Establish start and stop times and address any constraints.
5. Provide an expected time frame for a caucus and/or break and communicate if it will be longer.
6. Come prepared to talk about anticipated agenda or requests for information.
7. One person speaks at a time.
8. Listen to understand.
9. Be respectful and professional towards each other and speak to the topic.
10. Both parties will take their own notes of the meetings.
11. Set topics or tentative expectations for next session prior to leaving.
12. Both parties reserve the right to inform their respective constituencies of the status and progress of negotiations.
13. Proposed new language will be written with ESTA’s new language in Bold and District’s new language in Underlined Text and proposed old language will have strikeouts.
14. Tentative agreements shall be written and initialed by the parties’ representative(s).
15. When the parties reach a complete tentative agreement, both bargaining teams will recommend to their respective constituencies that the agreement be ratified.
Escondido Union High School District (EUHSD)

Initial Proposal

to

Escondido Secondary Teachers' Association (ESTA)

January 17, 2020

EUHSD presents the following articles to ESTA for negotiations for the successor agreement to the contract dated July 1, 2018-June 30, 2020.

Article II: Class Size and Staffing Ratios

E. SPECIAL CONSIDERATIONS IN CLASS SIZE ESTA CONTRACT-Article II:

Class Size and Staffing Ratios

When the principal receives the allocation of the number of teaching sections from the Human Resources Department in May for the ensuing school year, he or she shall first consult with each department chairperson and then prepare an allocation plan for the school.

Each department chairperson shall share the proposed allocation plan with his or her department members and provide the principal with additional information on the proposed allocation plan, if desired by department members.

The allocation plan shall take into consideration a) the need for some classes in the department to be large (25 or over) and some to be small (under 25) and b) the desirability of atypical groupings.

After consultation as herein provided, the principal shall provide a final allocation plan and share it with department chairpersons and department members. The plan may be subsequently changed when conditions warrant, but in making changes, the principal shall repeat this pattern of consultation. Before leaving school for the summer, each department chairperson shall designate an alternate who will be available during the summer (if the department chairperson is not available), so that this process can be completed.

Teacher/Student caseload as counted by students enrolled in classes shall be as follows:

- 175 for regular 5/5ths classroom teachers effective July 1, 2014.

Beginning in the 2015-2016 school year
The District may exceed the 175 cap for individual teachers to a load between 181-185 sunsetting on June 30, 2021 or until mutually agreed otherwise. This will only apply to six teachers per school site. Based on teacher/student caseload on the 21st student day of each semester, these teachers to will be identified on or before the 25th student day of each semester and will by the fourth week to get receive a $600.00 stipend at semester end.

The District may exceed the 175 cap for individual teachers to a load between 176 and 180. This will apply to an additional six teachers per school site. Based on teacher/student caseload on the 21st student day of each semester, these teachers to will be identified on or before the 25th student day of each semester and will by the fourth week of each semester to get receive a $300.00 stipend at semester end.

Beginning with the 2014-2015 school year:

- The teacher/student caseload cap for Physical Education classes will be 245.
- The teacher/student caseload cap for Music classes will be 220.
- The teacher/student caseload cap for Dance Classes will be 205.
- Teachers of more or less than 5/5ths shall have prorated maximums. Teachers of mixed assignments shall have properly weighted maximums. Special release periods (e.g. ASB, Athletic Director, ESTA President) shall not count as a teaching period toward maximums. Teacher Assistants shall not count towards maximums. Weighting’s for CSR (State Class Size Reduction) are not considered in the actual Teacher/Student caseload. CSR classes to add into Teacher/Student caseload by their actual enrollment number.

Student/teacher caseload caps shall be calculated and established at the end of the third week of school.

Article XI:  Association Rights

N. ASSOCIATION PRESIDENT AND GRIEVANCE CHAIR RELEASE PERIOD

Effective July 1, 2016, the Association President and Grievance Chair shall receive one release period to perform Association business. The scheduling of the President’s and Grievance Chair’s release period shall be accomplished with assistance of site master schedule administrator and the Association President. The President’s and Grievance Chair’s actual salary for the release period shall be paid
by the District and reimbursed by the Association each semester. STRS credible salary is not affected for purposes of retirement. Implementation is to occur no later than the first day of the first semester following ratification of this agreement. This section and the schedule modification will sunset on June 30, 2021 or until mutually agreed otherwise. Extension of this provision will require mutual agreement between Association and the District in any subsequent contracts.

Sample Calculation for cost to ESTA for the ESTA President or Grievance Chair one period release:

Average teacher cost (Salary plus Statutory Benefits, without medical) divided by 5. This amount to be paid, one half each semester.
For the 12/13 school year: $86,500 / 5 = $17,300 ($8,650 each semester)
Escondido Union HSD | AR 5121 Students

Grades/Evaluation Of Student Achievement

Grades For Achievement

Grades for achievement shall be reported each marking period as follows:

A (90-100%) Superior 4.0 grade points
B (80-89%) Better than Average 3.0 grade points
C (70-79%) Average 2.0 grade points
D (60-69%) Below Average 1.0 grade points
F (0-59%) Failure 0 grade points
I Incomplete 0 grade points
NM No Mark 0 grade points (not included in GPA)
Pass Pass (for pass/fail) 0 grade points (not included in GPA)
Fail Fail (for pass/fail) 0 grade points (not included in GPA)
WP Withdraw/Pass 0 grade points (not included in GPA)
WF Withdraw/Fail 0 grade points
NC No Credit 0 grade points (not included in GPA)

An "Incomplete" shall be given only when a student's work is not finished because of illness or other excused absence. The Principal or designee must approve all "Incomplete" grades prior to the grade being submitted. If not made up within six weeks, the "Incomplete" shall become an F.

A "No Mark" shall be given only when circumstances have not allowed the student to be enrolled in class long enough to earn credit or the student has not yet completed the required work and will continue to complete the course in the subsequent semester or summer session. A student will have no longer than the subsequent semester/term and summer session to complete the work required. (Summer session and Fall semester/term or Winter semester/term and Summer session.) If the work is not completed by that time, the "No Mark" will be replaced with an "F".

If more than one teacher is involved, both teachers will provide input for determining the final grade and sign the grade change/credit completion form. The "No Mark" will be replaced with the final grade and posted during the semester/term the "No Mark" was given.

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students earn a Pass or Fail grade instead of a letter grade. Courses approved to receive Pass or Fail grade will be designated in the adopted Course of Study. Individual teachers may not elect to give Pass or Fail grades.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. Students who receive a Fail grade shall not receive credit for taking the course.
No Credit

The mark of NC (No Credit) will be given to indicate that the student was not enrolled in one or more courses in a given regular-year term (semester, quarter or trimester).

It is the policy of the Governing Board that teachers make timely reports to the parents/guardians of each student of the most complete and accurate information possible regarding both the student's academic and citizenship progress.

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5124 - Communication with Parents/Guardians)

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Grades for Citizenship and Effort

Grades for citizenship and effort shall be reported each marking period as follows:

E Excellent
S Satisfactory
U Unsatisfactory

Grade Weighting

UC Designated Honors/Advanced Placement Classes and a maximum of four UC/CSU transferrable community college courses from the EUHSD designated list or four approved college or university courses.

A = Superior 5 grade points
B = Better Than Average 4 grade points
C = Average 3 grade points
D = Below Average 1 grade points
F = Failure 0 grade point

Repeating Classes

Suppression

With the approval of the principal or designee, a student may repeat* a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. Students must complete the AB1012 Request Form prior to repeating a course.

* Except under rare circumstances, California law prohibits a student from repeating a course in which he or she originally received a grade that is sufficient to satisfy requirements for admission to the California public
institutions of postsecondary education and/or the minimum requirements for graduation, unless the course is repeatable for credit. Therefore, it is permissible for a student who receives a "D" to repeat a course in order to remediate the low grade; however, students who receive a grade of "C, B, or A" may not repeat the same course.

The highest grade received shall be used in determining the student's overall grade point average.

Repetition for Elective Credit

With approval of the principal or designee, and parent or guardian, a student may repeat* a course to be applied to elective credit. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once in an academic core area for taking the course, the alternate credit may be applied as elective credit. In this instance both grades will be applied to the student's overall grade point average. Students must complete the AB1012 Request Form prior to repeating a course.

* Except under rare circumstances, California law prohibits a student from repeating a course in which he or she originally received a grade that is sufficient to satisfy requirements for admission to the California public institutions of postsecondary education and/or the minimum requirements for graduation, unless the course is repeatable for credit. Therefore, it is permissible for a student who receives a "D" to repeat a course in order to remediate the low grade; however, students who receive a grade of "C, B, or A" may not repeat the same course.

Withdrawal from Classes

A student who drops a course during periods 1 through 6 during the first 20 school days of the semester may do so without any entry on his/her permanent record card. A student who drops a course during periods 1 through 6 after the first 20 school days of the semester shall receive a W/F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances. In such cases the student may receive a W/P. Principal or administrative designee may assign partial credits based on the exit grade, as determined by the teacher of record, in lieu of W/P (Education Code 49066).

Regulation ESCONDIDO UNION HIGH SCHOOL DISTRICT

approved: November 17, 2015 Escondido, California

revised: January 15, 2019

revised: May 14, 2019
February 3, 2020

The following EUHSD proposal to ESTA is reflective of the information below:

- The District values the cost of 1% at $398,922.

- The increased funding for 20-21 is
  - $624,225 in Base
  - $182,261 LCAP - Supplemental & Concentration Dollars
  - $12,332 CTE
  - TOTAL of $818,818 increased funding
### Funding History

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### Enrollment History

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*Updated 1/31/2020 - With Current Enrollment and COLA*