TENTATIVE AGREEMENT
Escondido Union High School District (EUHSD)

&

Escondido Secondary Teachers’ Association (ESTA)

March 12, 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 I: GENERAL PROVISIONS

A. TERM OF AGREEMENT

This Agreement is a bilateral and binding agreement by and between the Escondido Union High School District and the Escondido Secondary Teachers Association/California Teachers Association/National Education Association (ESTA/CTA/NEA), entered into pursuant to Sections 3540-3549 of the Government Code of the State of California (Educational Employment Relations Act of 1975, as amended, for a **one year agreement beginning July 1, 2020, and ending June 30, 2021**.

C. Definitions

12. Co-taught courses are defined as any class staffed by two credentialed teachers. It excludes push-in support by credentialed teachers.

Article II: Class Size and Staffing Ratios

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

A. Regular School Staffing Ratios

12. **ESTA and the District will form a task force for English Learners for the purpose of analyzing data, researching best practices, and providing recommendations regarding programs and operations to the Assistant Superintendent of Education Services. Fifty percent of the task force shall be made up of ESTA members, selected by a process established by ESTA. This task force will sunset on June 30, 2021 unless mutually agreed upon by both parties.**
B. Special Education Class Size

12. ESTA and the District will form a task force for Special Education for the purpose of analyzing data, researching best practices, and providing recommendations regarding programs and operations to the Assistant Superintendent of Education Services. Fifty percent of the task force shall be made up of ESTA members, selected by a process established by ESTA. This task force will sunset on June 30, 2021 unless mutually agreed upon by both parties.

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

a. 175 for regular 5/5ths classroom teachers effective July 1, 2014.
b. 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. These teachers to be identified by the fourth week of each semester to get 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. These teachers to be identified by the fourth week of each semester to get a $300.00 stipend at semester end.
c. Independent Study Teachers who have 1 student over their total caseload will receive a $300 stipend at the semester end. Independent Study teachers who have 2 students over their total caseload will receive $600 stipend at semester end. When there are 3 students over a caseload, an additional class will be opened. These stipends will be within the 6 allowed for 176-180 and 6 allowed for 181-185.

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.
- The teacher/student caseload cap for Independent Study classes will be 35 independent study students.
- 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 III: EVALUATION PROCEDURES

A. GENERAL PROCEDURES FOR THE EVALUATION OF PERMANENT EMPLOYEES

1. Bi-annual Evaluation of Permanent Employees
   A. Permanent employees shall be evaluated by the District at least every other-year, except as
delineated below.
   B. Permanent employees may be evaluated by the District every 5 years as described
      below:
      a. As allowed by Education Code Section 44664(a)(3), with the mutual
         agreement of the evaluator and unit member, a permanent employee may
         be evaluated at least every five years if the employee has been employed at
         least 10 years with the District, and is highly qualified, if the employee
         occupies a position that is required to be filled by a highly qualified
         professional by the federal No Child Left Behind Act of 2001 (20 U.S.C.
         Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous
         evaluation rated the employee as meeting or exceeding standards. The
         permanent employee or the administrator may withdraw consent at any
         time.

Article VI: LEAVES OF ABSENCE

B. PAID LEAVES OF ABSENCE

1. Bereavement Leave – Every employee shall be entitled to three (3) 5 days of paid leave
   of absence on account of the death of any member of the immediate family.

b. “Immediate Family” means such relationships as mother, father, stepmother, stepfather,
grandmother, grandfather, or a grandchild of the employee or of the spouse of the
employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law,
sister, sister-in-law, of the employee; or any person living in the immediate household of
the employee for a period of six months one (1) year or more.

10. Sick Leave
   k. Personal Business – Each employee is entitled to five (5) days of personal business
      leave to use at their discretion. No more than 3 consecutive days can be used without
      prior approval. This leave will be deducted from sick leave.
12. Military Leave:

Duty to Submit Military Orders to District:

a. An employee who received his or her military orders to report for duty and/or training shall present the orders to the Human Resources Department and notify his or her immediate supervisor. Upon receipt of the orders by the District, the employee shall be granted a leave of absence without loss of pay for a period not to exceed thirty (30) calendar days per year to report for annual active duty training.

Leave of Absence for Military Duty:

b. An employee who enlists, is inducted, or is recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service. An employee who has served in the District a minimum of one (1) year shall receive his or her regular pay for the first thirty (30) calendar days of such leave.

Return to Employment After Service in Military:

a. Upon completion of the service requirement, the employee shall be reinstated to a position within their credentialed area provided that the employee returns within six (6) months of the date of his or her honorable discharge or being placed on inactive duty, and the period of absence shall not be construed to be a break in service.

b. Absence on military leave shall not affect the classification of any certificated employee. In the case of a probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose.

Article VIII: Salaries

A. CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

The District values the cost of 1% at $398,922 for the 2019-20 school year.

2.29% may be used for salary and/or benefits for all certificated salary schedules, cells, stipends including Adult Ed/CTE as determined by ESTA for the 2020-21 school year.

e. Special Education Stipend

    Special Education Authorization Stipend

    Moved from page 62 to page 56

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The District will pay for additional special education authorizations required by special education teachers once the teacher has completed the course. If the teacher is using the class for units to move on the salary schedule, the District will NOT pay for the class.

The District will pay a one-time stipend of $250 after a member earns an added authorization and the member adds it to his or her credential.

f. Stipend for Teachers requested to earn an additional credential

1) The District will compensate a teacher who is currently employed and when determined by the District and requested in writing by the District Human Resources Assistant Superintendent for earning an additional credential in a high demand area (i.e. special education, physics, chemistry, computer science, and/or math).

2) Compensation will consist of reimbursing the cost of successful completion of the CSET exam(s) and for the initial credential fee. Receipts of payment and successful passing scores need to be presented to the HR department to receive payment.

3) The District will pay a one-time stipend of $250 after a member earns an added authorization and the member adds it to his or her credential.

3. Reclassification after Initial Placement

f. Limitations on Units During the School Year

Credits earned before the start of any semester shall count toward reclassification for that semester. Reclassification shall occur in the first month of the semester if earned before the first day of the semester so long as the transcripts are submitted within that semester.

Employees can request for reclassification on the salary schedule by filling out the form at two times:

Employees can turn in the form in appendix E by May 1st and be reclassified for Fall semester

Employees can turn in the form in appendix E by October 1st for reclassified for Spring semester

For coursework started in June, July, or August that does not finish prior to the first day of the fall semester, reclassification shall occur in the month following the receipt of the official transcripts.
4. Professional Evaluation Committee

b. Composition of the Committee

The Professional Evaluation Committee shall consist of one (1) representative elected by a majority of the faculty of each school in the District and shall select its own chairperson at its first meeting of the school year. Either the chairperson or the District may call meetings of the committee. **The Human Resource Administrator shall be a member of the committee but without a vote.**


B. MISCELLANEOUS CERTIFICATED SALARIES

Selection of Teachers for Summer School: The site summer school principal shall fill positions from current bargaining unit members using the following criteria in this order:

1. Credential with recent teaching experience in the content area (within 3 years)
2. Summer School rotation (longest time without teaching summer school takes priority)

C. ROP & ADULT EDUCATION PROGRAMS

2. Credit for Initial placement and Subsequent Reclassification

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Article IX:  Employee Benefits – see Article VIII: Salaries

A. MISCELLANEOUS PROVISIONS

a. Health Benefits Trust

3) Eligibility for benefits from the Trust will be limited to eligible unit member retirees over the age sixty-five (65). Trust assets will not be used to provide benefits for non-District employees or retirees. **The eligible retiree selects one of the available plans from the District. There are no survivorship rights.** Benefits promised by the Trust will in all instances be limited to the funds available in the Trust. **This is effective July 1, 2020.**

Article XI:  Association Rights

7. Co-Curricular Assignment

a. ESTA and the District will form a task force of 6 members to look at Co-Curricular Stipends for the purpose of analyzing stipends and providing recommendations regarding classifications to the Assistant Superintendent of Human Resources and/or Business Services and the ESTA bargaining team. Fifty percent of the task force shall be made up of ESTA members, selected by a process established by ESTA. This task force will sunset on June 30, 2021 unless mutually agreed upon by both parties.

N. ASSOCIATION PRESIDENT AND GRIEVANCE CHAIR RELEASE PERIOD

Effective July 1, 2016, 2020, the Association President shall receive one release period 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 creditable 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.

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)

ESTA

DISTRICT

3/12/2020

[Signatures]

3/12/2020