Escondido Union High School District
and
Escondido Secondary Teachers’ Association
February 26, 2019

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 term beginning July 1, 2018 and ending June 30, 2019.

B. RENEGOTIATIONS DURING TERM

No reopeners for the 2015-2016 and 2016-2017 school years. For the 2017-2018 2019-2020 school year, there will be no reopeners.

Article II: CLASS SIZE AND STAFFING RATIOS

A. REGULAR SCHOOL STAFFING RATIOS

7. A reasonable effort will be made to set ELD I class sizes at 20 students to 1 teacher.

8. A reasonable effort will be made to set ELD II & III class sizes at 24 students to 1 teacher.

9. A reasonable effort will be made to set EL Cluster Class sizes at 28 students to 1 teacher, with a recommendation of 8-10 newcomer students.

10. When class rosters of general education courses, including elective courses, have more than 25% of students who are English Learners, the general education teacher will be offered an equivalent of up to two (2) days release time for professional development, collaboration, and support as determined by the District. This will not apply to ELD classes or Spanish classes.

11. Additional supports for classes with students who are English Learners will be offered as determined by the District.
B. SPECIAL EDUCATION CLASS SIZE

5. A reasonable effort will be made to set class sizes for Basic classes at 20 students to 1 teacher.

6. When class rosters of general education courses, including elective courses, have more than 25% of students with IEPs, the general education teacher will be offered an equivalent of up to two (2) days release time for professional development, collaboration, and support as determined by the District.

7. Additional supports for general education classes with students with IEPs will be offered as determined by the District.

8. Co-taught courses are staffed by two credentialed teachers. The teachers assigned to co-teach courses may be provided additional supports as determined by the District such as but not limited to: collaboration release time, lower class size, professional development, instructional coaching, and or classified support.

9. A reasonable effort will be made to set class sizes for co-taught classes at 30 students to 2 teachers with a reasonable effort of 10-12 students with IEPs.

10. Co-teachers will be offered an equivalent of up to two (2) days release time for professional development, collaboration, and support as determined by the District.

11. A reasonable effort will be made to schedule prep periods of co-teachers during the same period.

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. This task force will sunset on June 30, 2020 unless mutually agreed upon by both parties.

Article III: EVALUATION PROCEDURES

A. GENERAL PROCEDURES FOR THE EVALUATION OF PERMANENT EMPLOYEES

3. Counselor Evaluation based on National Counseling Standards

There shall be a new evaluation process for Counselors based on the National Counseling Standards. The parties agree to create new evaluation forms based on the National Counseling Standards. Also, parties shall develop new Goal and Objective Forms based on the National Counseling Standards. The forms will be created jointly by the Association and the District.
H. EMPLOYEE DISCIPLINE/SUSPENSION

h. Complaint Procedure:

1. This complaint procedure shall apply to complaints against a unit member regarding the conduct, statements, or performance that are received from any student, parent/guardian, employee, or member of the public excluding law enforcement.

2. Within five days, the District will provide information of the complaint to ESTA and notify the employee that a complaint has been filed unless it jeopardizes the safety of minors or the integrity of the investigation.

3. The District will investigate complaints in accordance with the applicable board policy and administrative regulation or external legal requirements.

ARTICLE V: HOURS OF EMPLOYMENT

A. LENGTH OF WORK YEAR

Current Contract Language

See Article XI ASSOCIATION RIGHTS,
O Orientation
P Employee Information
Q. Membership

B. HOURS OF EMPLOYMENT

Current Contract Language – See MOU

4. Conference Periods

Current Contract Language

ARTICLE VI: LEAVES OF ABSENCE

8. Paid Pregnancy Disability Leave

g. Sick Leave Benefits During Pregnancy Leave

At the beginning of pregnancy disability leave, the unit member shall receive six (6) weeks (30 workdays) of paid leave during the contracted work year.
After the six weeks of paid pregnancy disability leave, during any portion of (paid pregnancy/disability leave of absence), sick leave benefits are in effect the same as for any other paid leave.

This leave is only available during the contracted work year when the member is on leave for pregnancy related disability.

This paid pregnancy disability leave will run concurrent with any paid pregnancy disability leave currently offered and/or enacted in the future.

The employee may use any leaves that the member is entitled to after completion of the paid pregnancy disability leave.

ARTICLE VIII: SALARIES

A. Certificated Salary Schedule/General/ Special Education Programs

The District values the cost of 1% at $394,246.

For the 2018-19 school year, the District's compensation is valued at $1,675,346 that is equivalent to 4.25% and will be retroactive to July 1, 2018.

This is inclusive of the 1.25% for the MOU for the Tutorial/Extended/Embedded Support Period(s).

A one-time lump sum payment of $500 per unit member will be paid to unit members employed on May 15, 2019.

4.25% may be used for salary and/or benefits for all certificated salary schedules, cells, and stipends including Adult Ed/CTE as determined by ESTA for the 2018-19 school year.

For the 2019-20 school year, the District’s total compensation is valued at $965,903 that is equivalent to 2.45%.

The District will be provide 6 weeks of paid maternity leave and a $1,500 Special Ed Stipend as detailed below.

A $1,500 stipend will be paid to fully credentialed special education teachers hired new to the EUHSD starting in the 2019-20 school year as a special education teacher. They will receive the stipend every five years of service thereafter in EUHSD as a special education teacher.

Current special education teachers will receive one $1,500 stipend every five years on their 5th, 10th, 15th, 20th, 25th, 30th, 35th, 40th year of service starting in the 2019-20 school year. It is not retroactive and it is not compounding.
2.45% will may be used for salary and/or benefits for all certificated salary schedules, cells, and stipends including Adult Ed/CTE as determined by ESTA effective July 1, 2019.

1. Classification

c. 8.4-(Designated Subjects Vocational Education) or the Designated Subjects Career Technical Education (CTE) Credential Stipend

Employees who hold a Designated Subjects Vocational Education or a Designated Subjects CTE Credential and are serving in an industry sector pathway assignment requiring an 8.4-(Vocational) Designated Subjects Vocational Education or a Designated Subjects CTE Credential shall receive an annual stipend equal to the stipend for the master’s degree. Individuals assigned to less than a full day in such assignments shall receive twenty percent (20%) of the master’s degree stipend for each period of the assignment requiring one of the above credentials. (see State of California Commission on Teacher Credentialing Designated Subjects the industry sector pathway assignment requiring the Designated Subjects CTE Credential Career Technical Education Teaching Credential Leaflet CL-888, 5/2016, pp. 1-13)

ARTICLE XI: ASSOCIATION RIGHTS

O. ORIENTATION FOR NEW EMPLOYEES

1. The District shall provide the ESTA president or designee a minimum of 10 days notice of the District’s new employee orientation.

2. ESTA will be accorded an opportunity to make a presentation of approximately thirty (30) minutes at the conclusion of each of the District’s orientation sessions or at a time mutually agreed upon.

3. An orientation session will be scheduled prior the start of the school year and will be the first report day for new teachers.

4. When an employee is hired after the initial orientation day, the District shall provide a packet prepared by ESTA to new unit members.

P. EMPLOYEE INFORMATION

1. “Newly Hired Employee” or “New Hire” means any bargaining unit employee, whether a new employee to the District who is hired or rehired, permanent, full time, or part time hired into an ESTA bargaining unit position.

2. The District shall provide ESTA with information within 30 days of employment for newly hired employees or on their first pay period following employment.

3. The contact information on file with the District shall include the following items:
i. First Name
ii. Middle Initial
iii. Last Name
iv. Suffix
v. Job title
vi. Department
vii. Work location
viii. Work phone number
ix. Home Street address
x. City
xi. State
xii. Zip
xiii. Home phone number
xiv. Cell phone number
xv. Personal email address
xvi. Employee ID#
xvii. Hire date/Seniority date
xviii. Full time equivalent status
xix. Employment status

4. Any personal information in item B.3 shall be provided to ESTA when supplied to the District by the employee.

5. The District shall provide ESTA with contact information specified in section B.3. above for each bargaining unit member three times each school year on October 31, January 31, and June 30.

6. Each semester, the District will provide ESTA with the master schedule of classes each semester and credential lists for each teacher by site each year.

Q. Membership

1. ESTA will provide the District with membership forms to distribute to employees in their new hire paperwork.

2. The employee must submit the completed application directly to ESTA.

3. ESTA will advise the District when an employee is a dues paying bargaining member and when to start deducting ESTA dues. When notice of membership occurs after the payroll processing date, dues shall be deducted in the next regular payroll cycle.
ARTICLE XIII: ASSOCIATION DUES AND REPRESENTATION FEES

A. REPRESENTATION FEES

Effective July 1, 1994, a bargaining unit employee who has not either joined the Association, or made application to join the Association by September 30 or within thirty (30) days from the commencement of assigned duties as a bargaining unit member, shall pay to the Association a representation fee, not to exceed the amount of Association membership dues. Such representation fee shall be payable in one (1) lump-sum cash payment in the same manner as required for cash payment of Association dues or by monthly-payroll deduction in the same manner as Association dues.

1. Notification of Non-Compliance

In the event an employee does not either join the Association, make application to join the Association, pay to the Association the required representation fee in a single lump-sum payment, or sign a payroll deduction authorization form, the Association shall notify the District of the employee's non-compliance. Upon such notification, the District shall promptly advise the employee in writing of the requirements of this Article. If after fifteen (15) days the employee has still not made application to join the Association, fully paid the required representation fee by cash payment to the Association, or signed a payroll deduction authorization form, the District shall begin automatic payroll deductions as provided in Education Code section 45064 in the same manner as set forth in Paragraph A7 above, effective with the following payroll period.

A. REPRESENTATION DUES

The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file need not be resolicited. Association dues, initiation fees and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Association members under the terms set forth above and provisions of the Education Code Section 45060 and Government Code Section 3540.1(1)(2).

1. The District shall process payroll dues deductions for all employees whom the union reports as having written authorizations. The Association may provide the employer with copies of the employees' authorization agreements, but is not required to do so unless there is a dispute about the existence or terms of the agreements.

2. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues, fees or assessments from the regular salary check of the employees each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
3. With respect to all sums deducted by the District pursuant to Article XIII for representation dues, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association or employee for processing of dues.

2. Compliance with PERB Regulations

The Association shall comply with the Agency Fee Regulations of the Public Employment Relations Board.

3. Religious Exceptions

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that such bargaining unit employee shall pay, in lieu of the representation fee to the Association, sums equal to such fees to one of the following non-religious, non-labor, charitable organizations whose fund are exempt from taxation under Section 501(e)(3) of Title 26 of the Internal Revenue Code:

Foundation to Assist California Teachers

Any publicly-sponsored boys or girls club located within District boundaries

The United Way

Such payment shall be made within thirty (30) days of the employee's first duty day in a bargaining unit position of each school year.

a. Proof of Payment and Statement of Objections

Unit members exercising their right to be exempt from the provision of this Article shall annually submit proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teaching object to joining or financially supporting employee organization, to the Association and the District as a condition of continued exemption from the provision of the Article. Such proof shall be submitted within thirty (30) days of the employee's first duty day in a bargaining unit position each school year.

b. Objector's Non Union Member Access to Grievance and Arbitration

The Association will represent any unit member employee exercising his or her right to exemption from the requirements of this Article in the same manner the
Association represents its union members or those employees electing to pay representation fees in lieu of membership, except that the employee exercising such right shall be responsible for reimbursing to the Association the reasonable cost of such representation.

B. ASSOCIATION RESPONSIBLE FOR FURNISHING INFORMATION

The Association agrees to furnish any information needed by the District to fulfill the provision of this Article, including updates with the names of all employees who have joined the union and will have union dues deducted.

C. HOLD HARMLESS AGREEMENT

The Association shall indemnify and hold the District harmless from any claims, demands, or lawsuits arising out of or from the maintenance of membership provisions contained in this Agreement. The Association agrees to assume responsibility for all costs the District might reasonably incur in the enforcement of the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the representation fee provisions of this article, or the implementation of these provision, shall or shall not be compromised, resisted, defended, tried, or appealed.

D. RIGHT TO DUES DEDUCTION FROM PAY WARRANT

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Association District an assignment authorizing deductions of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. In the event an employee who is a member of the Association discontinues his/her payroll deduction authorization the employee shall remit dues directly to the Association in a manner determined by the Association. Any bargaining unit employee who discontinues his/her payroll deduction for dues and who does not pay his/her dues to the Association shall be subject to the representation fee provision set forth in Section E below.

E. REMISSION OF DUES AND FEES TO CTA

The District shall forward, without cost to the Association, all sums deducted from bargaining unit employees’ pay warrants for membership dues and representation fees to
the California Teachers Association Membership Department. Such sums shall be accompanied by an alphabetical list of employees from whom such deductions have been made. The list shall indicate whether the deduction is for membership dues or representation fees and shall indicate any changes in personnel from the list previously furnished.

Agreed to by:

Joe Gelormini, ESTA Bargaining Chair

Date

02-26-19

Mike Sovacool, Grievance Chair

Date

2-26-19

Dr. Olga E. West, Assistant Superintendent

Date

2/26/19

Amanda Phillips, Assistant Superintendent

Date

2/26/19
Escondido Union High School District
and
Escondido Secondary Teachers’ Association
February 26, 2019
MEMORANDUM OF UNDERSTANDING
Use of Tutorial/Extended Period/Embedded Support Periods

ARTICLE V: HOURS OF EMPLOYMENT

B. HOURS OF EMPLOYMENT

1. Regular day school employees shall teach no more than five (5) days per week, instructional minutes of those days not to exceed an average of 345 minutes per day.

   Each period may be extended as it is in the current configuration as Tutorial/Extended Period/Embedded Support Periods. The minutes, number of students, and sections will remain within the current language of the CBA.

   A joint committee of 4 District and 4 ESTA members (as determined by ESTA) will evaluate and recommend lessons for this period. The lessons will be based on at least one of the following criteria: state mandated, or Board adopted, or District initiatives, or site initiatives. Decisions of this committee will be by an affirmative vote of at least (6) six members.

   The site and/or district administrator may direct the work of the teacher during the Tutorial/Extended Period/Embedded Support Periods in implementing the lessons. Teachers will not be required to lesson plan or grade the recommended lessons for this period.

   Lessons will be implemented one time per week not to exceed 35 minutes and may be extended with mutual agreement by the committee.

   Upon approval of this MOU, a 1.25% salary schedule increase will be retroactive to July 1, 2018.

Agreed to by:

Joe Gelormini, ESTA Bargaining Chair

Date: 02-26-19

Dr. Olga E. West, Assistant Superintendent

Date: 02-26-19