NEGOTIATIONS UPDATE
Escondido Union High School District & ESTA
November 13, 2017

District Team:

1. Olga West, Assistant Supt, HR
2. Mike Simonson, Asst. Supt., Business
3. Charan Kirpalani, Dir. HR
4. Peter Fagen, Legal representative

ESTA Team:

1. Joe Gelormini, Bargaining Chair, OGHS
2. Chris Evans, SPHS
3. Tony Hutchinson, VHS
4. Mae Fey, EHS
5. Mike Sovacool, OGHS
6. John Merz, OGHS
7. Anna Cady, EHS
8. David Araiza, CTA

This is the fifth session of negotiations between the District and ESTA for the 17-18 school year. At 9:05 a.m., we started the day by reviewing the ground rules and norms for bargaining. We set the agenda for the day.

We started the negotiations session by getting clarifications and asking questions on each team's proposals from October 25.

Mike Simonson provided information on the District's calculated cost of ESTA's 10/25/17 Proposal of the following:

- Increase the extra certificated hourly rate from $34.63 to $49.42 per hour for a total annual increase in cost of $540,880.00.

- Compensation for Non-Teaching, Co-curricular, & Extended Day Teaching Assignments valued at $146,283.00.

- The ability for teachers to submit unlimited units per year for salary schedule advancements valued at $64,883.50.

- $850,000 for on-schedule salary or benefits increase.

The total value of the above proposal equals $1.6 million or 96% of all new 2017/18 LCFF revenue ($1.67 million).

In addition, ESTA proposed to cap special education class sizes. This adds an estimated cost of $988,000.00 to the ESTA proposal.

Combined these items create a total ongoing estimated cost of $2,590,047.35.

ESTA also proposed language for the induction program of which the ongoing cost is yet to be determined and a one time off schedule-payment in the amount of $400,000.00.

In addition, Mike Simonson provided the San Diego County average certificated on schedule or benefit increase from 2013/14 through 2016/17 for districts that reported a settlement agreement.

The countywide salary schedule comparisons show that ESTA ranks 10th in the county for salaries at column 3, step 5; and 3rd in districts with greater than 55% unduplicated pupil count.

The District reviewed the cost of its proposal of 1.55% including:

- Two professional development days valued at 1% that was agreed to and added to the 17/18 salary schedule per the MOU dated May 23, 2017. The District's offer includes extending these days through the 19-20 school year.

- The remaining .55% of the District Proposal can be used to increase salaries or benefit contributions.

The total value of the District's proposal is $609,150.00.

ESTA asked how Mike Simonson costed out the additional special education costs. He shared that he added sections when any class was over the requested class size of 15. The District did indicate that the class size of 15 does not fit all instructional models and needs of students with IEPs who should not be put in a more restrictive environment.

The District provided a new proposal that included additional one time off schedule payment of $500 per member. ESTA provided a counter proposal to the District. The District will respond at the next meeting.

Negotiations concluded at 2:25 p.m.

The District provided documents to all members that included:

1. Agenda
2. Bargaining Norms
3. ESTA 10-25-17 Proposal
4. District 10-25-17 Proposal
5. District 11-13-17 Proposal
6. ESTA 10/25/17 Proposal Asks for 96% Chart
7. Average San County Certificated On-Schedule/Benefits Increase
8. Salary Schedule Comparison – Rank 5
9. Salary Schedule Comparison – Unduplicated Pupil %

Future negotiation sessions are scheduled for:

Dec. 6, 2017	7:30-3:00 p.m.
Jan. 17, 2018	8:00-1:00 p.m.
Jan. 22, 2018	7:30-3:00 p.m.
Feb. 5, 2018	9:00-3:00 p.m.

11/13/17

Escondido Union High School District
&
Escondido Secondary Teachers' Association
Negotiations
Conference Room 2
Nov 13, 2017

7:30-9:00 - Negotiations Prep
9:00 Start Negotiations
11:30 Lunch
2:00 End Negotiations

1. Welcome & Introductions
2. Review of Bargaining Norms
3. Review and Approval Agenda
4. Questions & Clarifications on Oct 25, 2017 proposals
5. Counter Proposal
6.

ESTA & EUHSD

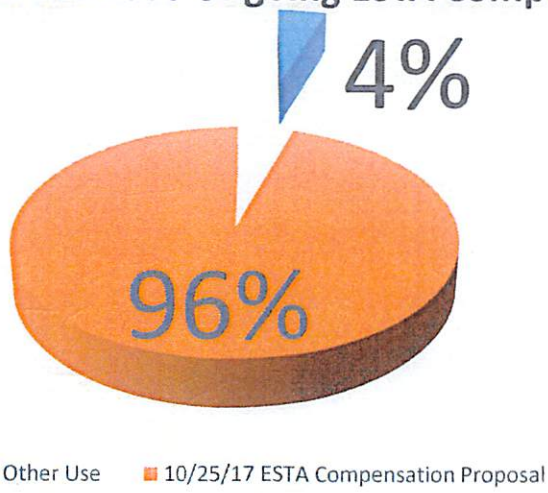
2017-18

Ground Rules for Bargaining

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. Proposals will be written with ESTA's new language in **Bold** and District's new language in *Italics* and 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.

11/13/2017
#1

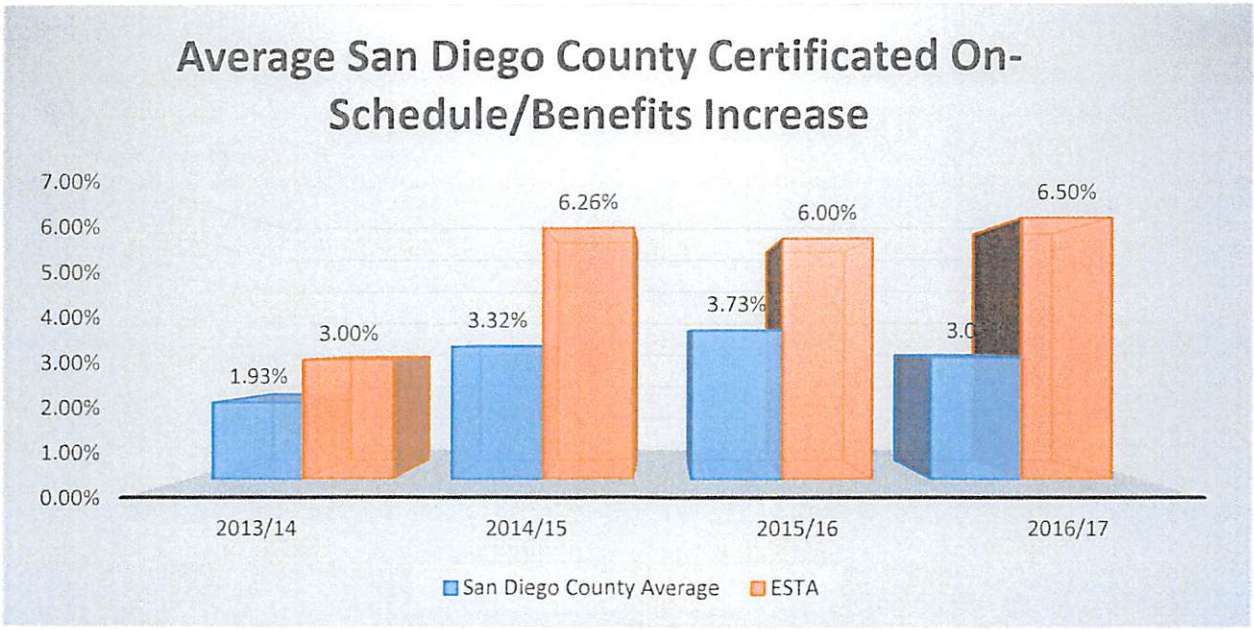
ESTA 10/25/17 Proposal Asks for 96% of New LCFF Revenue to Increase Ongoing ESTA Compensation



Cost of 10/25/17 ESTA Proposal			2017/18 Increased LCFF Revenue		
Hourly Rate	$	540,880.65	Base Grant	$	1,073,772.00
Extra Duty Pay	$	146,283.20	LCAP	$	428,410.00
Unlimited Units	$	64,883.50	CTE	$	175,000.00
On Schedule	$	850,000.00			
Grand Total	**$**	**1,602,047.35**	**Total**	**$**	**1,677,182.00**

Cost of 10/25/17 ESTA Proposal w/SPED CSR			2017/18 Increased LCFF Revenue		
Hourly Rate	$	540,880.65	Base Grant	$	1,073,772.00
Extra Duty Pay	$	146,283.20	LCAP	$	428,410.00
Unlimited Units	$	64,883.50	CTE	$	175,000.00
On Schedule	$	850,000.00			
Sped Class Size	$	988,000.00			
Grand Total	**$**	**2,590,047.35**	**Total**	**$**	**1,677,182.00**

11/13/2017
#2



Increases have moved the EUHSD certificated salary schedule into the top 10 in the county.

11/13/17

Salary Schedule Comparison

Salary Schedule as of December Payroll

Sort by Step 5 Rank - Ranking Countywide

LEA	LEA #	Column		Step 5		Step 10		Type of District	16/17 P1 Unduplicated Pupil %	16/17 P1 ADA
		Grade	Description	Pay Rate	Rank	Pay Rate	Rank			
San Dieguito UHSD	04500	005	BA+45	$ 75,368	1	$ 89,778	1	HIGH	10%	12,507
Valley Center-Pauma USD	06700	005	BA+45	$ 69,489	2	$ 82,682	2	UNIFIED	54%	3,903
Sweetwater UHSD	04600	006	BA+45 or MA	$ 68,954	3	$ 80,041	3	HIGH	59%	38,270
Grossmont UHSD	04200	005	BA+40	$ 67,037	4	$ 78,210	6	HIGH	55%	16,018
Del Mar UESD	01100	004	BA+45	$ 66,022	5	$ 79,499	4	ELEMENTARY	13%	4,290
SDCOE	09900	003	BA+45 or MA	$ 65,717	6	$ 78,558	5	COE	N/A	N/A
Rancho Santa Fe ESD	02800	004	BA+45	$ 63,832	7	$ 76,770	8	ELEMENTARY	5%	645
Solana Beach ESD	03400	002	BA+45	$ 62,600	8	$ 75,254	9	ELEMENTARY	17%	3,015
Carlsbad USD	06300	003	BA+60 or MA	$ 62,377	9	$ 77,393	7	UNIFIED	22%	10,818
Escondido UHSD	04000	003	BA+45 or MA	$ 61,615	10	$ 73,072	11	HIGH	70%	7,303
Lemon Grove ESD	02100	004	BA+45 or MA	$ 60,856	11	$ 70,549	15	ELEMENTARY	80%	3,652
Escondido UESD	01500	004	BA+45 or MA	$ 60,845	12	$ 72,538	12	ELEMENTARY	79%	15,923
San Ysidro ESD	03300	003	BA+45 or MA	$ 60,421	13	$ 71,155	13	ELEMENTARY	95%	4,824
Poway USD	06100	040	BA+45 or MA	$ 60,098	14	$ 68,882	22	UNIFIED	23%	34,891
Fallbrook UHSD	04100	004	BA+36	$ 59,891	15	$ 73,132	10	HIGH	58%	2,187
Cardiff ESD	00700	002	BA+45	$ 59,307	16	$ 70,492	16	ELEMENTARY	14%	691
Chula Vista ESD	00900	004	BA+45 or MA	$ 59,082	17	$ 71,134	14	ELEMENTARY	59%	23,041
County Wide Average	CoSD			$ 57,290	24	$ 68,245	24	N/A	51%	10,213
San Marcos USD	06500	004	BA+45	$ 58,026	18	$ 70,157	18	UNIFIED	43%	20,206
National ESD	02300	004	BA+45 or MA	$ 58,003	19	$ 67,240	27	ELEMENTARY	88%	5,337
Santee	03200	004	BA+45 or MA	$ 57,988	20	$ 68,493	23	ELEMENTARY	42%	6,513
Fallbrook UESD	01600	002	BA+36	$ 57,733	21	$ 70,270	17	ELEMENTARY	64%	4,842
Encinitas UESD	01400	004	BA+45	$ 57,599	22	$ 69,941	19	ELEMENTARY	16%	5,106
South Bay UESD	03500	004	BA+45 or MA	$ 57,472	23	$ 69,552	21	ELEMENTARY	85%	5,380
Cajon Valley UESD	00600	004	BA+45 or MA	$ 57,119	25	$ 67,466	26	ELEMENTARY	72%	15,604
Oceanside USD	06400	004	BA+36	$ 57,095	26	$ 69,741	20	UNIFIED	65%	17,887
San Diego USD	05000	011	BA+36 or MA	$ 56,858	27	$ 65,101	32	UNIFIED	63%	102,272
Lakeside UESD	01900	004	BA+45	$ 56,178	28	$ 66,890	29	ELEMENTARY	47%	4,886
Bonsall USD	18900	004	BA+45 or MA	$ 55,762	29	$ 65,791	30	UNIFIED	35%	2,231
Julian UHSD	04300	004	BA+45	$ 55,061	30	$ 65,733	31	HIGH	50%	150
Coronado USD	04700	004	BA+45	$ 54,966	31	$ 68,145	25	UNIFIED	10%	3,035
La Mesa-Spring Valley	02000	004	BA+45 or MA	$ 53,641	32	$ 63,178	35	ELEMENTARY	61%	11,789
San Pasqual UESD	03100	003	BA+45	$ 52,717	33	$ 63,382	34	ELEMENTARY	21%	541
Ramona USD	04900	003	BA+45	$ 50,790	34	$ 66,914	28	UNIFIED	43%	5,326
Vista USD	05100	007	BA+45	$ 50,314	35	$ 52,749	41	UNIFIED	63%	20,932
Borrego Springs USD	06200	004	BA+48	$ 50,208	36	$ 64,076	33	UNIFIED	89%	405
Alpine UESD	00100	004	BA+45 or MA	$ 49,077	37	$ 59,712	36	ELEMENTARY	31%	1,648
Dehesa ESD	01000	003	BA+45	$ 48,073	38	$ 58,487	37	ELEMENTARY	57%	174
Warner USD	06600	002	BA+45	$ 47,152	39	$ 55,904	38	UNIFIED	82%	189
Mountain Empire USD	04800	003	BA+45 or MA	$ 46,550	40	$ 50,801	42	UNIFIED	71%	1,479
Vallecitos ESD	03700	005	BA+48 or MA	$ 45,603	41	$ 52,867	40	ELEMENTARY	90%	198
Jamul-Dulzura UESD	01700	004	BA+45	$ 45,487	42	$ 54,301	39	ELEMENTARY	54%	581
Spencer Valley ESD	03600	001	One Col	$ 43,200	43	$ 50,243	43	ELEMENTARY	34%	42

Each section is a third

11/13/17

Salary Schedule Comparison

Salary Schedule as of December Payroll

Sort by Rank - Ranking by Under 55% Unduplicated Pupil %

LEA	LEA #	Column Grade	Column Description	Step 5 Pay Rate	Step 5 Rank	Step 10 Pay Rate	Step 10 Rank	Type of District	16/17 P1 Unduplicated Pupil %	16/17 P1 ADA
San Dieguito UHSD	04500	005	BA+45	$ 75,368	1	$ 89,778	1	HIGH	10%	12,507
Valley Center-Pauma USD	06700	005	BA+45	$ 69,489	2	$ 82,682	2	UNIFIED	54%	3,903
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Solana Beach ESD	03400	002	BA+45	$ 62,600	5	$ 75,254	6	ELEMENTARY	17%	3,015
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Spencer Valley ESD	03600	001	One Col	$ 43,200	20	$ 50,243	20	ELEMENTARY	34%	42

Sort by Rank - Ranking by Over 55% Unduplicated Pupil %

Sweetwater UHSD	04600	006	BA+45 or MA	$ 68,954	1	$ 80,041	1	HIGH	59%	38,270
Grossmont UHSD	04200	005	BA+40	$ 67,037	2	$ 78,210	2	HIGH	55%	16,018
Escondido UHSD	04000	003	BA+45 or MA	$ 61,615	3	$ 73,072	4	HIGH	70%	7,303
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Vallecitos ESD	03700	005	BA+48 or MA	$ 45,603	21	$ 52,867	19	ELEMENTARY	90%	198

11/13/17, 11:25 am.
District Proposal

Escondido Union High School District
proposal to
Escondido Secondary Teachers' Association
November 13, 2017

Article V: Hours of Employment

A. Effective July 1, 2017 and expiring on June 30, 2018, the length of the work year will be 186 duty days. The extra two days will be used for professional development. (The value of these two days are agreed at half a percent each for a total of 1%)

see attached signed MOU dated May 23, 2017

Effective July 1, 2018 and expiring on June 30, 2020, the length of the work year will be 186 duty days. The extra two days each year will be used for professional development. (The value of these two days are agreed at half a percent each for a total of 1%)

Article VI: Leaves of Absence

A. General Leave Policies

2. Notification of Intent to Return

The employee shall notify the District of his/her intended return on or before ~~December 1~~ *November 1* in the event of a first semester leave and on or before ~~May 1~~ *March 1* in the event of a second semester leave or one (1) year leave.

B. Paid Leaves of Absence

11. Parental Leave:

a. Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

b. Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to use available sick leave for purposes of bonding if the employee has worked for the employer for the last 12 months.

c. The employee will utilize all available leave time, including sick, personal, vacation, and compensatory time. Once an employee has exhausted all available leave options,

and continues to be absent on account of paternal leave, the employee will be subject to differential pay.

d. *Differential pay is the daily rate of pay minus the actual cost of the substitute or what a substitute would be paid if no sub is needed. The employee would be compensated at no less than 50% of his or her regular salary. If the employee does not exhaust all paid leave options, the employee is not eligible for differential pay.*

e. *Parental leave can be utilized within 12 months from the birth and/or placement of the child. The employee may utilize up to 12 work weeks in one year. Where practicable, the employee should give advance notice to the District of at least 30 days prior to the leave commencing. In addition, leave is granted in weeks with a minimum leave time of two weeks. The employee may request a duration of less than two weeks on two occasions. The 12 weeks leave is allowed per child. If both parents are employed by the District, the 12 weeks are shared between the employees.*

f. *Parental leave is not in addition to the leave benefits of FMLA and of CFRA. Parental leave runs concurrently with both federal FMLA leave and entitlements provided by CFRA leave.*

Article VIII: Salaries

A. Certificated Salary Schedule/General/ Special Education Programs

Effective July 1, 2017, increase certificated unit total compensation by 0.55% to be distributed between Salaries and/or Employee Benefits at the discretion of ESTA bargaining unit.

The District values the cost of 1% at $393,000.

Each ESTA member will receive a one time off schedule payment of $500.

Article IX: Employee Benefits

see attached signed MOU dated October 11, 2017

Article XII: Negotiations, item F – Release Time for Negotiations

see attached signed MOU dated September 22, 2017

10/25/17

Escondido Secondary Teachers Association
Hours and Salary Proposal to the
Escondido Union High School District
10-25-17

Article V : Hours of Employment

Section C: NON-TEACHING, CO-CURRICULAR & EXTENDED DAY TEACHING ASSIGNMENTS.

ESTA: "Non-teaching duties" will be equitably assigned by a site committee composed of one administrator and one teacher. All employees may volunteer for their preferred assignment. The administration will post all non -teaching duty assignments no later than three weeks after the beginning of each semester and will distribute a copy to each employee. **Teachers will be compensated with the "Extra Service Certificated Hourly Rate of Pay" for all non-teaching assignments.** Non-teaching duties shall not be assigned on a non-teaching day except on a voluntary basis. Approximate hour requirements will be attached to each duty and teachers shall be required to sign up for preferred duties not to exceed ~~eight (8)~~ **four (4)** hours per **school** year except on a volunteer basis.

Article VIII: SALARIES

A: CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

The District shall increase compensation by $850,000, retroactive to July 1, 2017, a portion of which will be applied towards benefits as determined by ESTA. That portion going towards salary shall be applied as follows: Each cell on each salary schedule shall be increased by an equal percent.

A one-time off-schedule payment of $400,000 shall be distributed proportionally amongst all unit members.

Section 3 Subsection F: ~~Limitations On~~ Units During The School Year

~~Employees are limited to fourteen (14) semester credits for salary reclassification purposes during any one (1) school year.~~ **Employees may apply enough units to advance at least one class (column) on the salary schedule during any school year. Unit members may move more than one class if they qualify with the appropriate units.** The school year is defined as the time between the starting and closing dates of duty for employees covered by this agreement. Credits earned towards

reclassification shall count toward reclassification for that semester, and reclassification shall occur in the first month of the semester if earned before the first day of the semester.

5 e. "Extra Service Certificated Hourly Rate of Pay" is the clock hour rate for home teachers, summer school teachers, driver's training teachers, and miscellaneous certificated hourly assignments. ~~at the rate shown on p 67 of this agreement under "miscellaneous certificated salaries."~~ **The Extra Service Certificated Hourly Rate of Pay shall be the contract hourly rate of the certificated salary schedule, step one class four, per article A section A5 subsection d.**

O. Teacher Induction Program

1. Induction Panel

a. The Induction program shall be administered by a Panel which shall consist of five (5) members; two (2) shall be administrators selected by the District and three (3) shall be certificated classroom teachers selected by other certificated classroom teachers through a process established by the Association. The Induction Panel shall be chaired in the first year by one of the administrators selected by the District. The chair shall thereafter rotate on an annual basis between teacher and District members.

b. The Induction Panel shall meet four (4) times each school year unless additional meetings are determined necessary by the consensus of all Induction Panel members. To meet, four (4) Induction Panel members must be present. Such meetings shall take place during regular workdays and the teacher Induction members shall be released without loss of compensation when necessary to attend such meetings. The Induction Panel may determine by consensus to hold meetings outside the teacher workday. In such cases, the teacher Induction Panel members shall be compensated at the extra hourly rate of pay.

c. All actions of the Induction Panel shall be by consensus. Absent consensus, unless otherwise stated, any action shall be approved by an affirmative vote of at least four (4) members.

2. The Responsibilities of the Induction Panel shall include the following:

a. Selecting Support Providers.

b. Assigning Support Providers to Participating Teachers.

c. Reviewing the final assessment plan report prepared by the Support Provider and making recommendations to the Governing Board on or before April 1 regarding the Experienced Teacher-Mandatory Participant's progress in the Induction Program.

d. Preparing an annual review of the Induction Program, including recommendations for improvement.

e. Preparing written guidelines for the Support Provider and their activities.

f. Providing training for the Induction Panel members and Support Provider.

g. Establishing its own rules of procedure, consistent with provisions of the Agreement and District Board policies/regulations.

h. Maintaining confidentiality concerning all communications between the Support Providers and Participants and shall not be shared with the Participant's evaluator.

3. Support Provider will serve for a three (3) year term. Support Provider may serve for more than three (3) consecutive terms.

4. The Teacher Induction Program shall be staffed as follows:

a. A minimum of two (2) sections will be designated for the Induction Program Coordinator position.

b. A minimum of eight (8) sections will be designated for the Support Provider position.

c. At a minimum the program shall be staffed by no fewer than two (2) unit members.

d. Participants shall be assigned to Support Providers at a Maximum ratio of three to one (3:1).

5. All individual work between the Support Provider and the Participant shall be confidential in nature. All information and/or data generated by the interaction of the Participant and Support Provider shall be used solely for the purpose of assistance and support of the of the Participant and shall not be used for evaluation. No individual information shall be shared with Administrators with the exception of information and/or data that is anonymous.

P. Special Education Teachers

1. Special Education Teachers shall have the following caseload and class size caps (maximum number of students):

a. Mild to Moderate: CaseLoad- 26; Class Size- 15
b. Moderate to Severe: Case Load- 10; Class Size-10
c. Mild to Moderate CaseLoads will be kept separate from Moderate to Severe Caseloads

2. Each Special Education Teacher will receive a Retention Stipend at each 5 year interval of their career, beginning at their 5th year of service (as determined by District policy), and continuing throughout their careers with the District. Retention stipends shall be paid for by the District, outside of funds designated to the entire Teacher's Association.

3. In order to properly fulfill the essential duties and responsibilities spelled out by their Job Description for SPED Teachers, SPED Teachers shall be given the option of working up to an Additional Two (2) Days prior to the beginning of the school year, and shall be compensated at their per diem rates. These two optional work days shall be paid for by the District, outside of funds designated to the entire Teacher's Association.

Escondido Union High School District
proposal to
Escondido Secondary Teachers' Association
October 25, 2017

Article V: Hours of Employment

A. Effective July 1, 2017 and expiring on June 30, 2018, the length of the work year will be 186 duty days. The extra two days will be used for professional development. (The value of these two days are agreed at half a percent each for a total of 1%)

see attached signed MOU dated May 23, 2017

Effective July 1, 2018 and expiring on June 30, 2020, the length of the work year will be 186 duty days. The extra two days each year will be used for professional development. (The value of these two days are agreed at half a percent each for a total of 1%)

Article VI: Leaves of Absence

A. General Leave Policies

2. Notification of Intent to Return

The employee shall notify the District of his/her intended return on or before ~~December 1~~ *November 1* in the event of a first semester leave and on or before ~~May 1~~ *March 1* in the event of a second semester leave or one (1) year leave.

B. Paid Leaves of Absence

11. Parental Leave:

a. Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

b. Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to use available sick leave for purposes of bonding if the employee has worked for the employer for the last 12 months.

c. The employee will utilize all available leave time, including sick, personal, vacation, and compensatory time. Once an employee has exhausted all available leave options,

and continues to be absent on account of paternal leave, the employee will be subject to differential pay.

d. *Differential pay is the daily rate of pay minus the actual cost of the substitute or what a substitute would be paid if no sub is needed. The employee would be compensated at no less than 50% of his or her regular salary. If the employee does not exhaust all paid leave options, the employee is not eligible for differential pay.*

e. *Parental leave can be utilized within 12 months from the birth and/or placement of the child. The employee may utilize up to 12 work weeks in one year. Where practicable, the employee should give advance notice to the District of at least 30 days prior to the leave commencing. In addition, leave is granted in weeks with a minimum leave time of two weeks. The employee may request a duration of less than two weeks on two occasions. The 12 weeks leave is allowed per child. If both parents are employed by the District, the 12 weeks are shared between the employees.*

f. *Parental leave is not in addition to the leave benefits of FMLA and of CFRA. Parental leave runs concurrently with both federal FMLA leave and entitlements provided by CFRA leave.*

Article VIII: Salaries

A. Certificated Salary Schedule/General/ Special Education Programs

Effective July 1, 2017, increase certificated unit total compensation by 0.55% to be distributed between Salaries and/or Employee Benefits at the discretion of ESTA bargaining unit.

The District values the cost of 1% at $393,000.

Article IX: Employee Benefits

see attached signed MOU dated October 11, 2017

Article XII: Negotiations, item F – Release Time for Negotiations

see attached signed MOU dated September 22, 2017