

NEGOTIATIONS UPDATE
Escondido Union High School District & ESTA
Feb 14, 2018

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

This is the ninth session of negotiations between the District and ESTA for the 17-18 school year. At 8:45 a.m., we started at the table negotiations by reviewing the agenda. The District wanted clarification of ESTA's proposals. The District requested that ESTA share the cost of their one-year proposal and how it added up to 2.1% as indicated by the ESTA president in prior communications. ESTA indicated that using the District's cost of 1% or \$393,000; they were requesting the \$850,000 and recognized that as 2.16%.

The District provided a one-year proposal valued at 1.75% with a \$500 one time stipend and continuation of the two professional development days ongoing. Additionally, the District provided language on special education, induction, reclassification, and bonding leave that was included in the previous proposals.

Negotiations concluded at 12:00 p.m.

The following documents are included in the update. (see following pages)

1. Agenda
2. District Proposal Feb 14, 2018

Future negotiation sessions are scheduled for:

- | | |
|----------------|-----------------|
| Feb. 14, 2018 | 8:00-12:00 p.m. |
| Feb. 21, 2018 | 8:00-11:30 p.m. |
| Feb. 28, 2018 | 8:00-12:00 p.m. |
| March 7, 2018 | 8:00-12:00 p.m. |
| March 15, 2018 | 1:30-3:30 p.m. |
| April 3, 2018 | 8:00-3:00 p.m. |
| April 11, 2018 | 8:00-3:00 p.m. |
| April 18, 2018 | 8:00-3:00 p.m. |
| April 24, 2018 | 8:00-3:00 p.m. |

**Escondido Union High School District
&
Escondido Secondary Teachers' Association
Negotiations
Conference Room 2
February 14, 2018**

7:30-8:30 - Negotiations Prep
8:30 Start Negotiations
12:00 End Negotiations

1. Welcome & Introductions
2. Review of Bargaining Norms
3. Review and Approval Agenda
4. Clarification on ESTA's proposal
5. District Proposal
6. Other

**Escondido Union High School District
proposal to
Escondido Secondary Teachers' Association
February 14, 2018**

Since implementation of the LCFF, the District & ESTA have settled for 33% of new dollars to ESTA for salary and benefits. In the last four years, this has resulted in the highest raises in the County.

Article V: Hours of Employment

- A. *For the 2018-19 and ongoing, the length of the work year will be 186 duty days for teachers and 187 duty days for new teachers. The extra two days each year will be used for professional development.*

- C. 2. Assignment of Non-Teaching Duties
 - 5.d. Current contract language

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 15~~ *November 15* in the event of a first semester leave and on or before ~~May 1~~ *April 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 in addition to the pregnancy disability leave. Parental leave runs concurrently with both federal FMLA leave and entitlements provided by CFRA leave.*
- g. *Nothing in this section shall be construed to diminish the obligation of the parties to comply with any existing contract language related to pregnancy or parental leave.*

Article VIII: Salaries

A. **Certificated Salary Schedule/General/ Special Education Programs**

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

The District's salary & benefit proposal is valued at 1.75% ongoing.

Retroactive to 7/1/2017, increase certificated unit total compensation by .75% to be distributed between Salaries and/or Employee Benefits at the discretion of ESTA bargaining unit.

Effective 7/1/2018, 1.0% will remain on the salary schedule to continue the two professional development days that would otherwise sunset on 6/30/2018.

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

This will close Article VIII: Salaries and Article IX: Employee Benefits for 2017-18.

5. **Miscellaneous Provisions:**

- e. "Extra Service Certificated Hourly Rate of Pay" – current contract language

3. 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. The school year is defined as the time between the starting and closing dates of duty for employees covered by this Agreement. Credits earned before the start of any semester shall count toward reclassification if the employee submits official transcripts to Human Resources on or before the September 30 semester 1 and January 30 semester 2 deadline. The salary adjustment will be made for that semester, and reclassification shall occur in the first month of the semester if earned before the first day of the semester.~~

g. Duty to Notify District of Intended Reclassification

Employees who intend to reclassify during the following school year shall notify the District in writing to that effect by May 1 of the year preceding the intended reclassification. (see Appendix E) ~~unless waived by the District due to extenuating circumstances.~~

The employee shall submit the Course Approval Request Application prior to enrolling in the class OR at the same time as the reclassification request to ensure that classes are approved for reclassification if lower division or if appropriate and/or related to the employee's position.

h. Advancement to Masters or Doctorate Degree

Advancement to the masters or doctoral degree (Ed. D. or Ph.D.) shall occur in the monthly pay period immediately following the date of conferral of the degree. "Conferral" means the presentation to the employee of evidence that the degree was granted (*as written on the official transcript*), whether or not the employee actually attended a graduation ceremony to receive a diploma. Employees covered by this Agreement must furnish evidence of the conferral of the degree from the institution concerned; and when such evidence is provided in official form. ~~The District shall pay the employee the additional stipend ongoing from that date forward.~~

i. Proof of Credit Earned

Acceptable proof of semester hours earned for purposes of salary reclassification shall be either an official transcript from a college or university ~~or an official grade card from the same.~~

O. *Teacher Induction Program*

1. *Induction Panel*

- a. *The Induction Panel shall consist of five members; two shall be administrators selected by the District and three shall be certificated classroom teachers selected by other certificated classroom teachers through a process established by ESTA.*

- b. *The Induction Panel shall meet three times each school year unless additional meetings are determined necessary. If the meeting is scheduled beyond the contract day, time will be paid at the extra hourly certificated rate of pay.*

- c. *The responsibilities of the Induction Panel shall include the following:*
 - 1. *Participation on the interview panel for the selection, if needed, of the Induction Coordinator and/or the Induction Support Provider(s).*
 - 2. *Review and input on the State approved Induction program components. However, the program is governed and approved by the State of California Department of Education and cannot be changed without prior approval from the State of California.*
 - 3. *Review of the progress and/or lack of progress of the teachers that are participating in Induction.*
 - 4. *Communication with teachers that are participating in Induction on the successful completion or the recommended action needed to be successful in the Induction program.*
 - 5. *Participation in a voluntary capacity at the Induction Colloquium to celebrate the completion of year 1 and year 2 participating teachers.*

- d. *All communications between the Induction Support Provider(s) and the participating teachers is confidential. However, Induction Support Provider(s) may report to the Induction Panel regarding progress or lack of progress of the participating teacher.*

- e. *The Induction Panel will keep all information confidential.*

- 2. *The grievance procedure will not be available to challenge the content of any report prepared by the Induction Panel, Induction Coordinator, or Induction Support Provider. Furthermore, the judgements of the Induction panel, selection of the Induction Coordinator, Induction Support Provider, or the components of the State approved Induction program shall not be subject to the grievance procedures.*

- 3. *Teacher Induction Program Staffing*
 - a. *The recommended ratio for Induction Support Providers is 4 participating teachers per support provider section.*

P. Special Education Teachers

- 1. Special education teachers shall have a caseload of up to 28 students.*
- 2. 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.*
- 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.*

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