

NEGOTIATIONS UPDATE
Escondido Union High School District & ESTA
Feb 28, 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:

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|--|------------------------|
| 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 eleventh session of negotiations between the District and ESTA for the 17-18 school year. At 8:30 a.m., we started at the table negotiations by reviewing the agenda and norms.

The District presented a proposal that is valued at 2.35%

- .85% would be added to the salary schedule retro to 7/1/2017
- \$500 one time payment per member equal to approximately .5%
- 1% would stay on the salary schedule for two professional development days and the work days would be:
 - *The work year for 2018-19 is 186 days*
 - *The work year for 2019-20 is 186 days*
 - *The work year for 2020-21 is 185 days with NO corresponding reduction to the salary schedule.*
 - *The work year for 2021-22 is 184 days with NO corresponding reduction to the salary schedule.*

ESTA presented a proposal to the District for consideration. The District will be ready to share a proposal at the next negotiation session. Negotiations concluded at 12:30 p.m.

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

1. Agenda
2. District's Proposal Feb 28, 2018

Future negotiation sessions are scheduled for:

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 28, 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. District Proposal
5. ESTA's Proposal
6. Other

8:34am

**Escondido Union High School District
proposal to
Escondido Secondary Teachers' Association
February 28, 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 2017-2018 school year only, 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.*
- ~~B. 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 - Current contract language
- 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 2.35% (1.85% ongoing and \$500 per member equal to approximately .5% one time off schedule)

- *Retroactive to 7/1/2017, increase certificated unit total compensation by .85% 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.*
 - *The work year for 2018-19 is 186 days*
 - *The work year for 2019-20 is 186 days*
 - *The work year for 2020-21 is 185 days with NO corresponding reduction to the salary schedule.*
 - *The work year for 2021-22 is 184 days with NO corresponding reduction to the salary schedule.*
- *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 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 – Current contract language

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 teacher caseloads:*
 - a. *Mild Moderate caseloads of up to 28 students.*
 - b. *Moderate to Severe caseloads shall be no more than 18 students.*

- c. *The START Transitional 18-22 program is not subject to caseload limits other than as allowable by law.*
 - d. *When practical, mild moderate and moderate severe caseloads will be kept separate.*
- 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

2/28/18
12:22 pm

Escondido Secondary Teachers Association
Proposal to the Escondido Union High School District
02-28-18

Article V : Hours of Employment

A. LENGTH OF THE WORK YEAR

ESTA is not renegotiating the length of the work year for the 17-18 school year.

For the 2018-2019 school year and on going, the length of the work year will be 184 duty days with NO corresponding reduction to the salary schedule.

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

2. Assignment of Non-Teaching Duties

“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. 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)~~ **six (6)** hours per school year except on a volunteer basis.

Article VI: Leaves of Absence

A. General Leave Policies

2. Notification of Intent to Return

Current contract language

B. Paid Leaves of Absence

11. Parental Leave (aka - paternity leave or child bonding 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. Unit Members (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to use their available sick leave, as well as differential leave, for purposes of bonding under parental leave for a period up to twelve (12) weeks.

c. Once a Unit Member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave, the Unit Member shall be eligible for differential leave. Differential leave 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. Under no circumstances shall the Unit Member be compensated at less than 50% of his/her salary while on differential leave.

d. Parental leave shall be utilized within (12) months from the birth and/or placement of the child. A Unit Member shall not be provided more than one 12 school week period per parental leave per child. However, if a school year terminates before the 12 school week period is exhausted, the Unit Member may take the balance of the 12 school week period in the subsequent school year.

e. Where possible, the Unit Member should provide at least 30 days advance notice or, for events that are unforeseeable, provide notice at least verbally, as soon as the need for the leave becomes known.

f. Parental leave may be taken intermittently, but the minimum duration of the leave shall be two weeks, except that the District must grant a request for a leave of less than two weeks duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

g. Where both parents are employed by the District, each parent shall be allowed a period of 12 weeks of Paternal leave per child.

h. Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions and shall run concurrently with both FMLA leave and CFRA leave.

i. A Unit Member taking parental leave in this section shall not be required to have either 1,250 hours of previous service or 12 months of previous service, with the employer.

j. 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

The District shall increase compensation by \$455,000 ongoing, 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, including Adult Ed/ROP.

In an effort to work with the district and their costs, both parties agree that any and all monies used to settle this contract will be viewed as settlement for the 17-18 school year only. All items agreed upon for the 17-18 school year, shall not be used to value future costs of proposals.

The equivalent of \$500 per unit member including Adult Ed/ROP shall be applied to the salary schedule retro to July 1, 2017 for the 17-18 year only.

A. CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

3. Reclassification after Initial Placement

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 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 **for semester one (Fall semester) and by November 1 for semester two (Spring semester) of the current school year** (see Appendix E), unless waived by the District due to extenuating circumstances.

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.

Official Transcripts for classes completed prior to semester one shall be submitted to Human Resources no later than September 30 to allow time to process for the October payroll cycle.

Official Transcripts for classes completed prior to semester two shall be submitted to Human Resources no later than February 10 to allow time to process for the February payroll cycle.

5. Miscellaneous Provisions

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 three (3) times each school year unless additional meetings are determined as necessary. To meet, at least 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 approved by consensus. Absent consensus, unless otherwise stated, any action shall require 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. Approving the assignment of Participating Teachers to Support Providers per the recommendations of the Support Providers.**
- 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. Overseeing the implementation of the state guidelines for the Coordinator and 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.**
- i. 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 components of the State approved Induction program shall not be subject to the grievance procedures. All other areas of this article shall be subject to the grievance procedure.**

3. Support Provider will serve for a three (3) year term. Support Provider may serve for no 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. At a minimum the program shall be staffed by no fewer than two (2) unit members unless mutually agreed to between ESTA and the District.

c. Participants shall be assigned to Support Providers at a Maximum ratio of four to one (4:1).

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 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 caps (maximum number of students):

a. Mild to Moderate: Caseload - 28

b. Moderate to Severe: Caseload - 12

c. Mild to Moderate Caseloads will be kept separate from Moderate to Severe Caseloads

2. The District will pay for additional special education authorizations required by law for 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.

C. ROP & ADULT EDUCATION PROGRAMS

2. Credit for Initial Placement and Subsequent Reclassification

c. Reclassification

5.) ~~Limitations on~~ Units During the School Year

~~Employees are limited to fifteen (15) 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 for that semester, and reclassification shall occur in the first month of the semester ~~September and February~~ if earned before the first day of the semester.

6.) Duty to Notify District of Intended Reclassification

Employees who intent 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 **for semester one (Fall semester) and by November 1 for semester two (Spring semester) of the current school year (see Appendix E),** unless waived by the District due to extenuating circumstances.

7.) 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.

Official Transcripts for classes completed prior to semester one shall be submitted to Human Resources no later than September 30 to allow time to process for the October payroll cycle.

Official Transcripts for classes completed prior to semester two shall be submitted to Human Resources no later than February 10 to allow time to process for the February payroll cycle.