

**TENTATIVE AGREEMENT**  
**between**  
**Escondido Union High School District**  
**and**  
**Escondido Secondary Teachers' Association**  
**March 15, 2018**

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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 will be used for professional development.*
- B. *For the 2018-19 and 2019-20 school years, the length of the work year will be 186 duty days for teachers and 187 duty days for new teachers. The extra two days will be used for professional development.*
- C. *For the 2020-21 school year, the length of the work year will be 185 duty days for teachers and 186 duty days for new teachers. The extra day will be used for professional development.*
- D. *For the 2021-22 school year, the length of the work year will be 184 duty days for teachers and 185 duty days for new teachers.*

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.*

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- 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.*
  - f. *The 12 weeks leave is allowed per child. If both parents are employed by the District, each parent shall be allowed up to 12 weeks for bonding.*
  - g. *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.*
  - h. *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 values the cost of 1% at \$393,000.*

- *Retroactive to 7/1/2017, 1.0% on schedule, including Adult Ed/ROP/CTE, and will be available to be used for salary and/or benefits as determined by ESTA.*
- A. *Certificated Salary Schedule/General/ Special Education Programs*
- *Each ESTA member will receive a one time off schedule payment of \$500 prior to 6/30/2018.*
  - *1% will remain on the salary schedule for the two professional development days that would have expired on 6/30/2018 per MOU dated May 23, 2017.*
    - *1% will be paid off schedule to each ESTA member for the 2018-19 school year prior to June 30 2019.*

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- 1% will be paid off schedule to each ESTA member for the 2019-20 school year prior to June 30 2020.
- .5% will be paid off schedule to each ESTA member for the 2020-21 school year prior to June 30 2021.

*There will be no reduction to the salary schedule when the professional development days are reduced in 2020 to 185 days or in 2021 to 184 days.*

*Both parties agree that any or all monies used to settle this contract will be viewed as a settlement for the 2017-18 school year only. All items agreed upon for the 2017-18 school year shall not be used to value future proposals.*

5. Miscellaneous Provisions:

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

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

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., Ph.D., Psy. 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



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- 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*

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- 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 not exceed a district wide average of 15 students with no class to exceed 18 students.*
  - c. The START Transitional 18-22 program is not subject to caseload limits other than as allowable by law.*
  - d. It will be the District's priority to keep the mild moderate and moderate severe caseloads separate. However, there may be exceptions.*
- 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*

Agreed to by:

  
Joe Gelormini, ESTA Bargaining Chair

  
Dr. Olga E. West, Assistant Superintendent

03-15-18  
Date

3-15-2018  
Date