ESCONDIDO UNION HIGH SCHOOL DISTRICT ("EUHSD")

PROPOSAL #3

TO

ESCONDIDO SECONDARY TEACHERS ASSOCIATION ("ESTA")

November 13, 2025

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 agreement beginning July 1, 2024, and ending June 30, 2025~~, ~~**one-year agreement beginning July 1, 2025, and ending June 30, 2026.**~~ ~~three-year term beginning on July 1, 2025, and ending on June 30, 2028~~. two-year agreement beginning July 1, 2025, and ending June 30, 2027.

B. RENEGOTIATIONS DURING TERM

For the 2025-2026 school year, there will be no reopeners. For the 2026-2027 ~~and 2027-2028~~ school year~~s~~, each party shall have the right to reopen Article VIII, Salaries, and Article IX, Employee Benefits, and two additional articles of each party's choosing.

ARTICLE II: CLASS SIZE AND STAFFING RATIOS

B. SPECIAL EDUCATION CLASS SIZE

13. 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 and ESTA Bargaining Chair and President. Fifty percent of the task force shall be made up of ESTA members, selected by a process established by ESTA. The task force will meet once per semester, commencing with the approval of this contract. The task force will sunset out of the contract on ~~June 30, 2026~~ **June 30, 2027**.

ARTICLE III: EVALUATION PROCEDURES

A. GENERAL PROCEDURES FOR THE EVALUATION OF PERMANENT EMPLOYEES

2. Establishment of ~~Objectives~~ ~~**Two (2)**~~ **Goals** for Evaluation

While permanent employees are evaluated on a continuing basis by the District, the regular evaluation required by Education Code Section 44662 (Stull Act) shall consist of the

establishment of at least two (2) goals mutually agreed ~~objectives~~ **upon** ~~**two (2) goals**~~ aligned to the California Standards for the Teaching Profession between the evaluatee and the evaluator and reduced to writing on Evaluation Form A. These shall be submitted to the evaluator in final form no later than the seventh (7th) school week. These ~~objectives~~ ~~**two (2)**~~ **goals** (aligned to California Standards for the Teaching Profession) are to form the basis of the "Stull Bill" evaluation for that permanent employee.

B. GENERAL PROCEDURES FOR THE EVALUATION OF PROBATIONARY AND TEMPORARY EMPLOYEES

2. Establishment of ~~Objectives~~ ~~**Two (2)**~~ **Goals** for Probationary and Temporary Employee Evaluations

In consultation with the probationary or temporary employee, the evaluator shall establish the criteria for evaluation consistent with the ~~**two (2)**~~ Goals ~~and Objectives~~ in the Standard Evaluation Form *(teacher, counselor,)* Such criteria shall be established during the first month of each semester**, and shall include written goals aligned to the California Standards for the Teaching Profession.**

ARTICLE IV: GRIEVANCE PROCEDURES

C. PROCEDURE

1. Level One
   a. Informal

An aggrieved employee may first discuss the grievance with the immediate supervisor, either directly or through the Association's designated Grievance Representative, with the objective of resolving the matter informally. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Items or incidents to be grieved shall have occurred within ~~ninety (90)~~ ~~thirty (30)~~ thirty-five (35) days of the initiation of Level One- "a" of the Grievance Procedure.

ARTICLE V: HOURS OF EMPLOYMENT

A. LENGTH OF WORK YEAR

~~**For the 25-26 school year and beyond, the length of the work year will be 184.5 duty days. The 0.5 day shall be added to the last Pre Service Non Student day to make it a full work day. This will effectively add 0.25% to the salary schedule.**~~

For the 2026-2027 ~~and 2027-2028~~ school year~~s~~, the length of the work year will be 185 duty days for teachers. The additional day is designated for District/Site-led professional development and training.

- For the 2026-2027 school year, the additional day will tentatively be October 8, 2026, pending Board approval.

~~● For the 2027-2028 school year, the additional day will tentatively be October 7, 2027, pending Board approval. j~~

~~These~~ This additional day~~s~~, as described above for the 2026-2027 ~~and 2027-2028~~ school year~~s~~, is ~~are~~ in addition to the eight (8) hours of District/Site-led preparation time already included within the two (2) pre-service days scheduled prior to the start of the school year.

The ~~Each~~ professional development and training day, as described above for the 2026-2027 ~~and 2027-2028~~ school year~~s~~, is valued at 0.5%.

B. HOURS OF EMPLOYMENT

1. Length of Work Day

~~**a. Length of Additional Days for Counselors/Activities Directors(ASB)/Athletic Directors, and Librarians- The length of Additional Days, as contained within Article VIII A 5-h and i, shall not be longer than 5.75 hours. The start of the aforementioned additional days shall be the same as the instructional start time for student days. (For example, if the start of Period 1 is 8:30 a.m., then Pre-Service Non-Instructional Days shall start at 8:30 a.m.).**~~

~~**4.**~~ Conference Periods

Regular day school full-time employees, other than counselors and nurses, shall have one (1) period of their six (6) period assignment (block or traditional schedule) set aside for preparation and planning. Regular day school employees on less than a full-time contract shall set aside a proportionate amount of time for preparation and planning.

~~**10. Release Time for VAPA/CTE Teachers**~~

~~**VAPA and CTE Teachers shall receive no less than three days or the equivalent of three days of release time each school year to recruit and promote programs and pathways for both current students and incoming students.**~~

ARTICLE VI: LEAVES OF ABSENCE

B. PAID LEAVES OF ABSENCE

10. Sick Leave

Each employee is entitled to five (5) ~~**ten (10)**~~ days of personal business leave to use at their discretion. No more than three (3) consecutive days can be used with prior approval. This leave will be deducted from sick leave.

11. Parental Leave

b. Employees (mothers or fathers, whether natural, adoptive, or foster parents) shall receive ~~seven (7) fifteen (15) eight (8)~~ **fourteen (14)** ten (10) paid service days of leave for purposes of bonding if the employee has worked for the employer for the last 12 months.

1. No non-paid calendar breaks shall be counted as part of the ~~seven (7) fifteen (15) eight (8)~~ **fourteen (14)** ten (10) days.

2. If the school year terminates before the ~~seven (7)~~ ~~five (5)~~ ~~fifteen (15)~~ ~~eight (8)~~ **~~fourteen (14),~~** ten (10) day paid leave is exhausted, the employee may take the balance of the ~~seven (7) days~~ ~~fifteen (15)~~ ~~eight (8)~~ **~~fourteen (14)~~** ten (10) days in the subsequent school year.

c. Employees (mother 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.

d. The employee will first utilize all available time, inclusive of the ~~seven (7)~~ ~~fifteen (15)~~ ~~eight (8)~~ **~~fourteen (14)~~** ten (10) parental leave days from 11b, then use sick, personal, vacation, unused paid pregnancy disability leave from 8c above, and compensatory time. Once an employee has exhausted all available leave options, and continues to be absent on account of parental leave, the employee will be subject to differential pay.

ARTICLE VIII: SALARIES

A. CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

~~Increase the certificated salary schedule (all cells and stipends including Adult Ed/CTE) as follows:~~

~~Effective July 1, 2025, all salary schedules shall be increased 3.5%. If any other employee group receives an on-going increase more than the settlement amount finalized in this agreement, ESTA shall receive the same increase.~~

~~Additionally, effective July 1, 2025, all bargaining unit members shall receive a 3% 2.75 one-time bonus.~~

Effective July 1, 2025, an ongoing total of ~~1.25%~~ 1.50% may be used for salary and/or benefits as determined by ESTA.

5. Miscellaneous Provisions

~~f.~~ An employee may, at his/her discretion, serve as a period substitute when so requested by the District. When requested, an employee shall be reimbursed at the "Extra-Service Certificated Hourly Rate of Pay." Employees shall have the option, however, of taking "Compensation Time" off in lieu of payment. Six (6) periods of substitution equals one (1) day. The scheduling of the time off is to be approved by the principal. **~~"Compensation Time" as a form of compensation for unit members performing work outside of their contract work day shall not be limited to "service as a period substitute".~~**

~~i.~~ High Schools shall be allocated additional hours for counselors after regular work hours for activities beyond the regular school day. The number of additional hours shall not exceed 40 hours per year but may be less, on an individual basis. The total numerical allocation for a given school, however, may be distributed among the counselors at that school site at the discretion of the principal, with District approval, and after consultation with counseling staff. Service shall be rendered during the regular contract year. Counselors shall be paid at their per diem rate for the said additional hours (See Article V, Section B). **~~Counselors shall be afforded an additional 5 hours to be used at their discretion, in conjunction with site~~**

~~administrative approval, for emergencies that may arise during the work year and work day (e.g. threat assessments, CWS related incidents, etc.)~~

~~c.~~ **Compensation for Attending Approved Non-EUHSD Conferences Outside of the Contracted Work Year**

Bargaining unit members who attend an District-approved conference, paid for by the District, outside of the contracted work year shall receive a $150 stipend for each day of the conference payable only if the unit member receives no other stipend or compensation for attendance. This shall be paid via timecard after the completion of the conference. Meals and mileage for travel shall be reimbursable in accordance with BP/AR 3350.

7. **Summary Chart of Contractual Stipends Found and Included Elsewhere in the CBA**

2024-25 ESTA
ADDITIONAL STIPENDS
SALARY SCHEDULE
Revised March 2025 (1.83% increase)
EFFECTIVE 7/1/2024

1.83% Increase

Stipend Description	Annual
Special Education New Hire Stipend	1,821
A $1,821 stipend will be paid to fully credentialed special education teachers hired new to the Escondido Union High School District. As described in Article VIII, Section A. 1. e.	
Special Education Longevity Stipend	1,821
Current special education teachers will receive one $1,821 stipend every five (5) years on their 5th, 10th, 15th, 20th, 25th, 30th, 35th, and 40th year of service. As described in Article VIII, Section A. 1. e.	
Special Education Credential Stipend	304
The District will pay a one-time stipend of $304 after a member earns an added authorization and the member adds it to his or her credential. As described in Article VIII, Section A. 1. f.	
Caseload Stipend 1	364
Individual teachers exceeding a caseload of 175, not to exceed 180 will receive a $364 stipend at the semester end. As described in Article II, Section D. (103-106 at VHS; 36 for Independent Study)	
Caseload Stipend 2	728
Individual teachers exceeding a caseload of 180, not to exceed 185 will receive a $728 stipend at the semester end. As described in Article II, Section D. (107-110 at VHS; 37 for Independent Study)	
Peer Assistance Review Consulting Stipend	5,601
Consulting Teachers shall receive an annual stipend of $5,601 for supporting one Participating Teacher. No consulting Teacher shall support more than one Participating Teacher. As described in Article III, Section E.6.	
Independent Study Course Management Stipend I	305
Independent Study Course Management Stipend II	611
An Independent Study teacher who assigns and assesses more than a cumulative total of 175 courses during a semester shall be paid a $305 stipend for cumulative courses of 176-180 and a $611 stipend for cumulative courses of 181-185.	

8. Co-Curricular Assignment
   e. Credit for Experience

Equal credit shall be given for Class A, B, C, D, E, or F experience at the high school or college level (grades 9 through 16). ~~A maximum of five (5) years of experience~~

~~shall be granted for service outside the District.~~ **~~Effective July 1, 2025 all years of experience for coaching/advising at the high school or college level is allowed for placement on the Co-Curricular Stipend Salary Schedule.~~** **Effective July 1, 2026, all years of verified coaching/advising experience at the high school or college level directly related to the co-curricular assignment is allowed for initial placement on the Co-Curricular Stipend Salary Schedule.**

D. RECRUITMENT AND RETENTION

1. Salary Compression
   Beginning June 30, 2024 at 11:59pm, ~~**July 1, 2025**~~, the District shall compress the salary schedule by the following:

   - ~~**remove step one from the certificated salary schedule (current step two becomes step one, step three becomes step two, step four becomes step three, etc. throughout the entirety of the schedule)**~~
   - ~~**increase the maximum salary at the final step movement in each class(the highest step in each class shall remain at the current step level ie Step 28 for Class 5, Step 27 for Class 4, Step 22 for Class 3, Step 19 for Class 2, and Step 16 for Class 1)**~~

ARTICLE IX: EMPLOYEE BENEFITS

A. BASIC INSURANCE COVERAGE

~~Effective July 1, 2025, an ongoing total of 1.25% may be used for salary and/or benefits as determined by ESTA.~~

Effective July 1, 2025, an ongoing total of 1.50% may be used for salary and/or benefits as determined by ESTA.

~~**Beginning January 1, 2026, the district shall increase the benefit reserve cap ongoing, equal to the plan increase for the 2026 calendar year.**~~ If an employee's selected plan has an annual cost that exceeds the District's maximum contribution, the employee shall pay tenthly payroll deductions to cover the difference between the actual cost of the employee's benefit plan and the District maximum contribution.

B. MISCELLANEOUS PROVISIONS

8. Medical Insurance for Retired Employees
   a. District Contributions
      1) The District shall continue to make a contribution toward the cost of the medical insurance premium with the District's medical insurance program for any eligible unit member retiree hired before June 30, 1996, who retires at age fifty-five (55) or older, on or before January 1, 2004, or any eligible Adult Ed or ROP unit member retiree hired before June 30, 1996, who received District paid medical benefits on January 1, 2005. Such retirees will receive a contribution toward medical benefits only, paid for their lifetime.

Eligible unit member retirees, age fifty-five (55) and older, hired by the District after June 30, 1996, shall receive an annual District contribution until ~~m~~**Medicare eligible** **which is currently** age sixty-five (65).

The maximum District contribution will increase to $7,100 on January 1, 2007, and to $7,400 on January 1, 2008, and to $7,700 on January 1, 2009. Increases in the annual District contribution after January 1, 2009, will be a matter subject to negotiations.

2) Eligible unit member retirees between fifty-five (55) and ~~m~~**Medicare eligible, which is currently** age sixty-five (65) years of age, who retire after January 1, 2004, shall receive an annual District contribution toward the cost of medical benefits until age sixty-five (65). The maximum District contribution will increase to $7,100 on January 1, 2007, and to $7,400 on January 1, 2008, and to $7,700 on Jan. 1, 2009. Increases in the maximum annual District contribution after January 1, 2009, will be a matter subject to negotiations.
3) District contributions for eligible unit member retirees who are between fifty-five (55) and ~~m~~**Medicare eligible , which is currently** age sixty-five (65) (or age 65 and older if hired before June 30, 1996, and retired on or before January 1, 2004) will be in accordance with the chart below.
4) Retirees age 55~~- m~~**Medicare eligible, which is currently age** 65, where both spouses and/or domestic partners are benefit eligible retirees from the district; one spouse/domestic partner shall opt out of health benefits and maintain dependent coverage and survivorship rights. The spouse/domestic partner opting out will be permitted to apply his or her medical premium contribution toward his or her spouse/domestic partner's medical insurance premium, up to the amount of the current active employee medical cap.
5) The retiree medical contribution cap is split into two categories:

   On January 1, 2023 the caps for retired age 55-, shall increase by $1,735.90 to: $9,735.90. **On January 1, 2026, the caps for retired age 55- ~~m~~Medicare eligible, which is currently age 65,** ~~shall be equal to $12,500. increase to the amount equivalent to the HMO single plan for that benefit year.~~ The retiree medical, age 55-~~m~~**Medicare eligible, which is currently age 65**, contribution cap may be used for medical, dental, vision, and/or life insurance.

   Retired age ~~65+~~ **(~~m~~Medicare eligible, which is currently age 65)** = current cap at $8,000.

b. Health Benefits Trust
   1) An ESTA administered retiree health benefits trust will be established to provide health benefit premium contributions for eligible unit member retirees, **upon becoming ~~m~~Medicare eligible** which is currently age sixty-five (65) and older, who retire after January 1, 2004. The trust will not provide health benefit premium contributions for Adult Ed. and ROP unit member retirees. The name of this trust is the Escondido Educators'

Retirement Supplementary Benefits Trust (EERSBT or "Trust" within this document). It is the sole responsibility of the Trust to determine the amount of and to make annual contributions toward medical benefit premiums for eligible unit member retirees after District contributions end at age **one becomes ~~m~~Medicare eligible, which is currently age** sixty-five (65). Annually, the Trust will determine the maximum monthly contribution that it can make for eligible unit member retirees who are age **~~m~~Medicare eligible, which is currently age** sixty-five (65), or older and who retire after January 1, 2004. The words "percent of maximum Trust contribution" in the chart below do not refer to the payment of a percent of the total premium cost for each retiree. Instead, these words refer to a percentage of the maximum annual amount the Trust designates as available for the funding of retiree medical benefits premiums.

No later than the fifteenth (15th) day of each month prior to a month of coverage, the Trust shall pay the District the full cost of retiree health benefit premiums for unit member retirees covered under this section. The premium payment forwarded to the District by the Trust shall include the Trust premium contributions and unit member retiree contributions, if any. Thereafter, the District shall forward the premium payment to the District's health insurance carrier. It shall be the sole responsibility of the Trust to collect any portion of the retiree's benefit premium which is contributed by the individual retiree. The District shall not have any obligation to forward to its insurance carrier the premium for any eligible unit member retiree who is **~~m~~Medicare eligible**, **which is currently** age sixty-five (65), or older unless and until it receives the full premium from the Trust.

2) The District will make a onetime $500,000 contribution into the Trust. Also, on July 1, 2004, the District will increase the certificated salary schedule by two and nine-tenths percent (2.9%). Commencing July 1, 2004, ESTA will determine annually a percentage of the ESTA salary schedule, not to exceed two and nine-tenths percent (2.9%), that shall be subject to a mandatory monthly payroll deduction for each unit member compensated under the ESTA salary schedule. The mandatory monthly payroll deductions shall be forwarded to the Trust. Except as expressly provided herein, the District shall have no financial obligation for the funding of contributions toward the payment of retiree health benefit premiums, service fees, or other contribution amounts necessary to provide retiree medical benefits for eligible unit member retirees who are **~~m~~Medicare eligible, which is currently** age sixty-five (65), or older.
3) ESTA shall be responsible for appointing the trustees who administer the Trust and for drafting the governing trust agreement. The District shall be permitted to provide the Trust Board with input and data regarding matters related to the administration of the Trust. In this regard, the District shall be given seven (7) days prior written notice of Trust Board meetings. Such notice shall include an agenda of specific topics to be considered by the Trust Board and appropriate backup materials to enable the District to provide input or data prior to decision making by the Trust Board.

The District shall have the right to approve or disapprove any amendment or modification to the Trust that provides benefits to any group of District employees or District retirees other than ESTA unit member retirees or retirees identified under Article IX.B.8. c. 2. The District will pay the cost of an initial actuarial study to determine the amount of premium contributions that can initially be made by the Trust for eligible unit member retirees who are ~~m~~**Medicare eligible**, **which is currently** age sixty-five (65) or older. The actuarial firm and assumptions to be used will be a matter of mutual agreement between the Trustees and the District.

The Trust must comply with all applicable laws. District contributions to the Trust must be allowed by applicable law. The Trust must be submitted as soon as practicable to the Internal Revenue Service for a determination of its tax-exempt status under Section 501(c)(9) of the Internal Revenue Code.

Eligibility for benefits from the Trust will be limited to eligible unit member retirees **who are ~~m~~Medicare eligible, currently** over age sixty-five (65). The eligible retiree selects one of the available plans from the District. There are no survivorship rights. Benefits promised by the Trust will in all instances be limited to the funds available in the Trust. This is effective July 1, 2020.

4) Trust contributions for eligible unit member retirees who are ~~m~~**Medicare eligible, currently** age sixty-five (65) or older and who retire on or after January 1, 2004, exclusive of any premium payment required of unit member retirees, will be in accordance with the chart below.

ARTICLE X: TRANSFER AND REASSIGNMENT

A. GENERAL AND SPECIAL EDUCATION PROGRAMS

3. Assignment/Reassignment

a. Assignments

4) Posting of Unassigned Sections

Sections not assigned by the principal, including all newly created site TOSA sections, and/or existing site TOSA sections that will be assigned to a different unit member, as referenced in 3 a)1 above, shall be posted by the principal as on site voluntary reassignment opportunities.

~~**a. In determining how unassigned sections (i.e. 6/5ths) which fall within a specific department are assigned, the district shall follow the ordered method below:**~~

~~**a) Conference/prep period availability**~~

~~**b) In the event of a tie, the unit member who has gone the longest without being 6/5ths shall be granted the section**~~

~~**c) In the event a tie remains, the most senior unit member will be granted the section.**~~

ARTICLE XI: ASSOCIATION RIGHTS

J. DAYS RESERVED FOR ASSOCIATION BUSINESS

The second (2nd) and fourth (4th) Thursdays of each month shall be reserved for Association meetings after school, and the District shall refrain from scheduling other mandatory meetings on these days that require employee attendance on those days, except in emergencies or when meetings are required to meet legal, contractual, or instructional obligations and cannot be reasonably scheduled at another time. In such cases, the District shall notify the Association in advance and make reasonable efforts to minimize scheduling conflicts.

N. ASSOCIATION PRESIDENT AND GRIEVANCE CHAIR RELEASE PERIOD

Effective July 1, 2020, the Association President and Grievance Chair shall receive one release period to perform Association business. The scheduling of the President's and Grievance Chair's release period shall be accomplished with assistance of site master schedule administrator and the Association President. The President's and Grievance Chair's actual salary for the release period shall be paid by the District and reimbursed by the Association each semester. STRS credible salary is not affected for purposes of retirement. Implementation is to occur no later than the first day of the first semester following ratification of this agreement.

~~**Sample Calculation for cost to ESTA for the ESTA President or Grievance Chair one period release:**~~

~~**Average teacher cost (Salary plus Statutory Benefits, without medical) divided by 5. This amount to be paid, one half each semester to be paid for by the District.**~~

ARTICLE XII: NEGOTIATIONS

Any amendments to this Agreement shall be placed in writing and, when approved by the Association and the Board of Trustees, shall become a permanent part of this Agreement. Within sixty (60) days after the approval of such amendments by both parties, the District shall ~~print and distribute copies to~~ make the amended Agreement available to all employees covered by this Agreement..

If the amended Agreement covers a term of more than one (1) year, the District shall print and distribute copies to all employees. For Agreements of one (1) year, the District shall provide a digital copy to the Association and its membership, with hard copies provided only to the Association President, Bargaining Chair, and Grievance Chair.

ARTICLE XVIII: CONTENT AREA TOSA ~~**AND SITE TOSA**~~ JOINT PANEL/PROGRAM

B. RESPONSIBILITIES OF THE PANEL

8. Content Area TOSA ~~**and Site TOSA**~~ positions will be posted every three years at a minimum.