Escondido Union High School District (EUHSD)

Proposal #1* to

Escondido Secondary Teachers Association (ESTA)

April 28, 2023

* The District will share its first proposal for Article III at a future bargaining session following the scheduled May 16, 2023 public hearing regarding the same.

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**~~ three-year ~~**agreement**~~ term **beginning July 1, 2023, and** ending June 30, ~~2024~~ 2026**.**

B. RENEGOTIATIONS DURING TERM

For the ~~2019-2020~~ 2023-2024 school year, there will be no reopeners.
For the 2024-2025 and 2025-2026 school years, there will be automatic re-openers for Article VIII Salaries and Article IX Employee Benefits as well as two additional articles per party.

Article II: Class size and Staffing Ratios

B. SPECIAL EDUCATION CLASS SIZE

3. The START Transitional 18-22 program ~~**caseloads of up to 15 students.**~~ is not subject to caseload limits other than as allowable by law.

~~12. **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. Fifty percent of the task force shall be made up of ESTA members, selected by a process established by ESTA. The results and any taskforce recommendations will be shared with ESTA President and Bargaining Chair and the EUHSD Board of Education with all deliberate speed.**~~

H. ADULT EDUCATION AND ROP CLASSES

2. If a class has a weekly average daily attendance of fewer than thirteen (13) students for three consecutive weeks, it may be canceled and the teacher will be reassigned according to seniority. All Adult Education and Regional Occupational Program classes, with the exception of ESL, ABE and ASE, will be provided on a fee-based model that requires these classes to be self-sustaining. Therefore, minimum enrollment is based on the required number of students to cover all expenses associated with the class.

~~**As many ABE/ASE/ESL/CTE (ROP) classes are hybrid, attendance will be tracked through a combination of various metrics: in-person, distance learning (synchronous/asynchronous), and weekly communication. The methodology for tracking hybrid attendance will be done weekly (for example, Sunday through Saturday) as is current practice.**~~

Article III: Evaluation Procedures

* The District will share its first proposal for Article III at a future bargaining session following the scheduled May 16, 2023 public hearing regarding the same.

Article V: Hours of Employment

B. HOURS OF EMPLOYMENT

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.

Article VI: Leaves of Absence

B. PAID LEAVES OF ABSENCE

10. Sick Leave

k. Personal Business

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.

~~**l. Differential Pay**~~

~~**Differential pay is the daily rate of pay minus the actual cost of the substitute, or what a substitute would be paid if no substitute is needed and this amount shall not exceed $180 per day or 50% of their regular daily rate of pay, whichever is less. This practice will apply to all paid leaves covered in the CBA.**~~

11. Parental Leave

b. Employees (mother or fathers, whether natural, adoptive, or foster parents) ~~**shall receive five (5) calendar contract weeks of paid leave (25 paid service days)**~~ are allowed to use available sick 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 five (5) weeks**~~
~~**2. If the school year terminates before the five (5) week paid leave is exhausted, the employee may take the balance of the five (5) in the subsequent school year period.**~~

c. The employee will ~~**first**~~ utilize all available leave time, ~~**inclusive of the 25 parental leave days from 11b, then use**~~ including 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.

~~**13. Recruitment and Retention: Discretionary Leave**~~

~~**Each bargaining unit member is entitled to two (2) certificated employee discretionary days per school year to be used as needed, not to be deducted from sick leave. Unused discretionary days shall be accumulated from year to year.**~~

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, 2023, all salary schedules shall be increased by 9.85%. 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.**~~

The District will present an offer to ESTA, after the state budget is adopted, with on-going monies that can be utilized in salary, employee benefits, and/or medical insurance for retired employees.

2. Credit for Initial Placement
    a. Credit for Experience
        1) Limitations on Credit for Experience

        Effective July 1, 2023 a ~~A~~ maximum of ~~ten (10)~~ twelve (12) years of experience (including credit for military experience) is allowed for placement of new employees on the salary schedule. Credit shall only be allowed for certificated public school experience, experience at the college level, or experience in accredited private schools. Service for one-half (1/2) of the academic year or more shall count as one (1) year of service. Service on active duty with the Armed Forces of the United States (Air Force, Army, Coast Guard, Marines, National Guard or Navy) shall be granted on the basis of one (1) year of salary schedule credit for each two (2) years of service in the Armed Forces on active duty. No more than two (2) years of credit for four (4) years of Armed Forces credit on the salary schedule may be given. EXAMPLE: A minimum of one (1) year and one (1) day to a maximum of three (3) years of active duty equals one (1) year of credit on the salary schedule; a minimum of three (3) years and one (1) day of active duty equals two (2) years of credit on the salary schedule.

This amendment shall have no retroactive application. This means that effective July 1, 2007, all unit members initially employed on or after July 1, 2004 shall have their 2007-2008 salary schedule placement changed to reflect this amendment. The District shall not be obligated to provide retroactive salary schedule placement credit or payment for those unit members who were initially employed on or after July 1, 2004.

The District shall not be obligated to provide retroactive salary schedule placement credit or payment for those unit members who were initially employed before July 1, 2023.

~~**D. RECRUITMENT AND RETENTION**~~

~~**1. Salary Compression**~~

~~**Beginning July 1, 2023, 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**~~

~~**2. One-time payments**~~
~~**Beginning July 1, 2023 a one-time, off-schedule payment of 3.5% will be made.**~~

Article IX: Employee Benefits

A. BASIC INSURANCE COVERAGE

5. ~~**Beginning January 1, 2024, the district shall increase the benefit reserve cap ongoing, equal to the plan increase for the 2024 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.

The District will present an offer to ESTA, after the state budget is adopted, with on-going monies that can be utilized in salary, employee benefits, and/or medical insurance for retired employees.

Article XIX: Teacher Induction Program

3. Teacher Induction Program Staffing

   a. The recommended ratio for Induction Support Providers is four (4) ~~**three (3)**~~ participating teachers per support provider section.
