Successor Agreement Negotiations
to Contract Dated July 1, 2020 – June 30, 2021

Escondido Union High School District (EUHSD)
Proposal to
Escondido Secondary Teachers' Association (ESTA)

Proposal 4
February 16, 2022

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**~~ two **year agreement beginning July 1, 2021, and ending June 30, 2022.**

Article II: CLASS SIZE AND STAFFING RATIOS

A. REGULAR SCHOOL STAFFING RATIOS

7. A reasonable effort will be made to set ELD I class sizes at ~~**will be no more than 21**~~ 20 students to 1 teacher.
8. A reasonable effort will be made to set ELD II and III class sizes at ~~**will be no more than**~~ 24 ~~**25**~~ students to 1 teacher.
9. A reasonable effort will be made to set EL Cluster Class sizes at ~~**is defined as any class (such as Social Science, Science, English, Culinary, etc.) that serves a small group of newcomer English Learners who are placed into these courses alongside their English speaking peers (may be EO, RFEPs, LTELs, etc.) in a heterogenous class. These classes will be set at no more than 29**~~ 28 students to 1 teacher, with a recommendation of 8-10 newcomer students ~~**with no more than 10 newcomer English Learners.**~~

B. SPECIAL EDUCATION CLASS SIZE

5. A reasonable effort will be made to set ~~**C**~~class sizes for ~~Basic~~ **mild to moderate** classes at ~~**will be no more than**~~ 20 students to 1 teacher.

- ~~**Special Day classrooms will be no more than 18 students.**~~
- ~~**Resource specialist classrooms will be no more than 18 students.**~~

9. A reasonable effort will be made to set ~~**C**~~class sizes for co-taught classes ~~**will be no more than**~~ at 30 students to 2 teachers with a reasonable effort ~~**no more than**~~ of 10-12 students with IEPs.

~~**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. This task force will sunset on June 30, 2022 unless mutually agreed upon by both parties. The results and any taskforce recommendations will be shared with ESTA President and Bargaining Chair and the EUHSD Board of Education.**~~

~~**13. Extended School Year (ESY): Teachers of Moderate/Severe Special Education classes shall have priority to continue with their assigned class in the Extended School Year with the same ratio of staff to students. Teachers may be assigned additional students to complete a class roster; articulation of students will be based on programs students are in during the regular school year such as, Autism to Autism (Hi to Hi/ Low to Low), Medically Fragile to Medically Fragile, Moderate Bridge to Moderate Bridge programs etc. The district will continue student services during ESY, including staffing ratios, and student support levels as provided during the regular school year. If and only if a teacher**~~

wants to teach ESY and not enough of their students want to continue into ESY, the following criteria will be used to determine staffing assignments each year, in this order:

a. **Credential with recent teaching experience in the content area (within 3 years)**
b. **ESY school rotation (longest time without teaching summer school takes priority).**

14. Class sizes for moderate to severe classes will be no more than 15 students to 1 teacher. Articulation of students will be based on F.A.P.E. in the Least Restrictive Environment and shall be appropriately placed in the Districts' Programs:

- **Classrooms for Intensive Outpatient Programs are recommended at a cap of 12 students per class.**
- **Classrooms for Low Functioning Autism/Behavioral Programs are recommended at a cap of 8 students per class.**
- **Classrooms for High Functioning Autism Programs are recommended at a cap of 12 students per class.**
- **Classrooms for students with Multiple Disabilities (Low/High) are recommended at a cap of 12 students per class.**
- **Classrooms for Medically Fragile Programs are recommended at a cap of 8 students per class.**
- **Classrooms for Moderate Bridge Programs are recommended at a cap of 12.**
- **Classrooms for A.P.E. Programs are recommended at a cap of 12.**
- **Classrooms for the Vision and Hearing Impared Programs are recommended at a cap of 10.**

15. Consult Period

The following language is intended to clarify, not alter the meaning of, the previously bargained MOU language that ESTA proposes to change. This proposal is made without prejudice to ESTA's position that the previously bargained language in the MOU was intended to operate in accordance with the proposed language below.

The MOU signed June 18, 2021 regarding the special education consult model was bargained to sunset into the CBA. With the exception of Del Lago Academy, the special education consult model will be discontinued at the conclusion of the 2021-2022 school year. **The provision below modifies paragraph 3 of the MOU:**

The special education teacher may support students in up to 2 (two) general education classes during the period of the teacher's assignment known as a consult period. The 2 (two) general education classes shall be determined at the start of the semester and shall not change or rotate.

For example, if a special education teacher is assigned to a consult period as part of their assignment during period 3, then they would be assigned to support only those same 2 general education classes during period 3 for the entire semester, with no additional general education classes to be supported during period 3.

D. SPECIAL CONSIDERATIONS IN CLASS SIZE

Teacher/Student caseload as counted by students enrolled in classes shall be as follows:

• Beginning in the 2015-2016 school year the District may exceed the 175 cap for individual teachers to a load between 181-185~~.~~ sunsetting on June 30, ~~2021~~ 2023 or until mutually agreed otherwise. This will only apply to six teachers per school site. These teachers to be identified by the fourth week of each semester to get a ~~$600.00~~ $1200 stipend at semester end. The District may exceed the 175 cap for individual teachers to a load between 176 and 180. This will apply to an additional six teachers per school site. These teachers to be identified by the fourth week of each semester to get a ~~$300.00~~ $600 stipend at semester end.

~~**- Beginning in the 2021-22 school year, in no case shall any individual teacher's student caseload be exceeded by more than ten students during the first three weeks.**~~

~~**-By the beginning of semester week four, all classes shall adhere to the teacher student caseload requirements.**~~

~~**L. LIMITS ON PREPS**~~

~~**The number of teacher preps shall not exceed 4 different preparations taught unless the teacher agrees.**~~

Article III: EVALUATION PROCEDURES

H. COMPLAINT PROCEDURE

~~**5. If a complaint is investigated and determined to be unfounded, the district shall attach a letter stating that the complaint was determined to be unfounded prior to placing any documents pertinent to the complaint in the member's personnel file.**~~

ARTICLE V: HOURS OF EMPLOYMENT

B. HOURS OF EMPLOYMENT

8. Use of Tutorial/Extended Period/Embedded Support Periods at the comprehensive sites, Escondido, San Pasqual, and Orange Glen High Schools. ~~pilot Advisory Period starting the 2022-2023 school year at each comprehensive site. Advisory will continue at Valley High School and Del Lago High School. Advisory will not take place at Adult Education.~~

a. Each period may be extended ~~as it is in the current configuration~~ as Tutorial/Extended Period/Embedded Support Periods**, not to exceed 30 minutes per block period, per week.** The minutes, number of students, and sections will remain within the current language of the CBA. ~~(See Appendix G - ***updated to reflect the district's most recent proposal and SB328**)~~ An Advisory Period shall be scheduled one time per week for 40 minutes at each school site, on a non-block day, and will occur within the ~~instructional day. A reasonable effort will be made to staff the Advisory Period between 20-25 students to one bargaining unit member. All bargaining unit members shall be assigned an advisory period.~~

~~The Advisory Period students are excluded from the teacher caseload and section counts.~~

~~**b.** Upon approval of the MOU for the Tutorial/Extended Period/Embedded Support Periods dated February 26, 2019, a 1.25% salary schedule increase will be retroactive to July 1, 2018. (See Appendix G ***updated to reflect the district's most recent proposal and SB328**).~~

~~b. A joint committee of four (4) District and four (4) ESTA members (as determined by ESTA) will evaluate and recommend lessons for this period. The~~ pilot Advisory Period ~~lessons will be based on at least one of the following criteria: state mandated, or Board adopted, or District initiatives, or site initiatives. Decisions of this committee will be by an affirmative vote of at least six (6) members.~~

~~c. The site and/or district administrator may direct the work of the teacher during the Tutorial/Extended Period/Embedded Support~~ pilot Advisory Periods in implementing the ~~lessons.~~ **The use of ~~these~~** Tutorial/Extended Period/Embedded Support **minutes will be at**

teacher discretion to support students as needed. ~~Teachers will not be required to lesson plan or grade the recommended lessons for this period.~~

~~d. Lessons will be implemented one time per week, not to exceed 35 minutes, and may be extended with mutual agreement by the committee.~~

~~e. Upon approval of the MOU for the Tutorial/Extended Period/Embedded Support Periods dated February 26, 2019, a 1.25% salary schedule increase will be retroactive to July 1, 2018. (See Appendix G ***times updated to be consistent with SB 328**). For this pilot, a 0.5% one-time salary increase for the Advisory Period will be paid in the 2022-2023 school year.~~

Article VII: SAFETY CONDITIONS

~~H. Bargaining Unit members shall be held harmless for any damage to district equipment, including but not limited to their laptop while using it responsibly. Bargaining Unit members shall not leave the laptop unattended in their car or off-campus public space where damage or theft may occur.~~

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:**~~

~~**2021-22: $2.42 $2.2 million retroactive to July 1, 2021 to salary and $1.1 million $2.65 million one time**~~

~~The 2021-2022 funded "mega-COLA" of 5.07% is divided among two school years as follows:~~

- ~~2020-2021: 2.31% unfunded statutory COLA~~
- ~~2021-2022: 1.70% statutory COLA, with a 1.00% augmentation~~

~~In 2020-2021, the District and ESTA agreed to an on-going 2.29% salary increase used for on-going salary and/or benefits for all certificated salary schedules, cells, stipends, including Adult Ed/CTE as determined by ESTA.~~

For the 2021-2022 school year, an on-going 2.78% may be used for salary and/or benefits for all certificated salary schedules, cells, stipends, including Adult Ed/CTE as determined by ESTA. In addition, a one-time, off-schedule payment of 2.29% will be made.

For the 2022-2023 school year, an on-going 2.29% may be used for salary and/or benefits for all certificated salary schedules, cells, stipends, including Adult Ed/CTE as determined by ESTA.

Tutorial/Extended Period/Embedded Support Period weekly lessons have been eliminated, but the 1.25% salary increase granted for the weekly lessons in 2018 shall remain on the salary schedule.

~~The settled and proposed salary increases for 2020-2021 and 2021-2022 total 5.07% and equal the funded "mega-COLA" of 5.07%.~~

7. Co-Curricular Assignments

c. Classification on the Co-Curricular Assignment Schedule

5) Class "E" Positions

~~**2) Class "B" Position**~~

Competitive Cheer Coach

6) Class "F" Positions

~~**3) Class "C" Position**~~

Golf Coach, Junior Varsity and Freshmen

~~**4) Class "D" Position**~~

~~**NHS Advisor**~~

~~**CSF Advisor**~~

~~**Video Productions Advisor**~~

B. MISCELLANEOUS CERTIFICATED SALARIES

4. Summer school: ~~Effective July 1, 2019, the instructional staff will be paid at the rate of $36.49 per clock hour. Effective July 1, 2020, the instructional staff will be paid at the rate of $37.12 per clock hour.~~ Effective ~~**July 1, 2022**~~**,** For the 2022 and 2023 summer school years only, **the instructional staff, inclusive of counselors, will be paid at the rate of $55.00 per clock hour.** Subsequent summer school hourly pay will be $37.12 per clock hour.

Article IX: EMPLOYEE BENEFITS

A. BASIC INSURANCE COVERAGE

5. ~~**Beginning January 1, 2022, the district shall cover the full cost of all plan increases.**~~ 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. 5) The retiree medical contribution cap is split into two categories:

Retired age 55-65 = current cap at $7,700, and

Retired age 65 + = current cap at $7,700.

On January 1, 2013 the caps shall increase by $300 to:

Retired age 55-65 = current cap at $8,000, and

Retired age 65+ = current cap at $8,000.

~~**On January 1, 2022 the caps shall be as follows:**~~
~~**Retired age 55-65 = In no event shall the cap be less than the HMO single plan that a unit member receives with all the same benefits e.g. dental, vision, life. In the event that the HMO single person plan ceases to be offered this will be immediately renegotiated.**~~

c. General

2) If a unit member (who is trust eligible) leaves the bargaining unit but continues to work for the district, his or her trust status is "inactive" until one of the following occurs:

b.) Re-enters bargaining unit and commences making EERSBT contributions and makes contributions for the time he or she was inactive using the formula (amount owed = "current unit salary" times "years inactive" times 2.9% times ~~70%~~ **80%**) to reactive full trust status.

~~Escondido High School — Bell Schedules~~

~~Extended Block Periods – Tuesday- Friday~~

	~~Start Time~~	~~End Time~~	~~Length~~
~~Per 0~~	~~6:15 AM~~	~~7:20 AM~~	
~~Per 1/2~~	~~7:30 AM~~	~~9:15 AM~~	
~~Nutrition~~	~~9:15 AM~~	~~9:25 AM~~	
~~Pass~~	~~9:25 AM~~	~~9:35 AM~~	
~~Per 3/4~~	~~9:35 AM~~	~~11:20 AM~~	
~~Pass~~	~~11:20 AM~~	~~11:30 AM~~	
~~**Ext. Per**~~	~~**11:30 AM**~~	~~**12:00 PM**~~	~~**30 min**~~
~~Lunch~~	~~12:00 PM~~	~~12:30 PM~~	
~~Pass~~	~~12:30 PM~~	~~12:40 PM~~	
~~Per 5/6~~	~~12:40 PM~~	~~2:25 PM~~	

~~Orange Glen High School — Bell Schedules~~

~~Tuesday/Thursday Block~~

	~~Start Time~~	~~End Time~~	
~~Block A~~	~~7:45 AM~~	~~9:30 AM~~	
~~Nutrition~~	~~9:30 AM~~	~~9:45 AM~~	
~~Pass~~	~~9:45 AM~~	~~9:55 AM~~	
~~PRIDE PERIOD~~	~~9:55 AM~~	~~10:25 AM~~	~~**30 min**~~
~~Pass~~	~~10:25 AM~~	~~10:35 AM~~	
~~Block B~~	~~10:35 AM~~	~~12:20 PM~~	
~~Lunch~~	~~12:20 PM~~	~~12:50 PM~~	
~~Pass~~	~~1:00 PM~~	~~2:45 PM~~	
~~Block C~~			

Wednesday/Friday Block

	Start Time	End Time	
Block A	7:45 AM	9:30 AM	
Nutrition	9:30 AM	9:45 AM	
Pass	9:45 AM	9:55 AM	
PRIDE PERIOD	9:55 AM	10:25 AM	30 min
Pass	10:25 AM	10:35 AM	
Block B	10:35 AM	12:20 PM	
Lunch	12:20 PM	12:50 PM	
Pass	1:00 PM	2:45 PM	
Block C			

San Pasqual/**Escondido/Orange Glen** High School — Bell Schedules

Tuesday/**Thursday** Block

	Start Time	End Time	Length
Period 1	7:30 AM **8:30AM**	8:50 AM **9:55AM**	
Embedded Support (P1)	8:57 AM **10:00AM**	9:32 AM **10:30AM**	35 min **30 min (1x a week**
Nutrition Break Period 3	9:32 AM **10:30AM** 9:49 AM **10:45AM**	9:42 AM **10:40AM** 11:11 AM **12:10PM**	
Embedded Support (P3)	11:17 AM **12:15PM**	11:52 AM **12:45PM**	35 min **30 min (1x a week)**
Lunch Period 5	11:52 AM **12:45PM** 12:29 PM **1:20PM**	12:22 PM **1:15PM** 1:49 PM **2:45PM**	
Embedded Support (P5)	1:55 PM **2:50PM**	2:30 PM **3:20PM**	35 min **30 min (1x a week)**

Wednesday/**Friday** Block

	Start Time	End Time	Length
Period 2	7:30 AM **8:30AM**	8:50 AM **9:55AM**	
Embedded Support (P2)	8:57 AM **10:00AM**	9:32 AM **10:30AM**	35 min **30 min (1x a week)**
Nutrition Break Period 4	9:32 AM **10:30AM** 9:49 AM **10:45AM**	9:42 AM **10:40AM** 11:11 AM **12:10PM**	
Embedded Support (P4)	11:17 AM **12:15PM**	11:52 AM **12:45PM**	35 min **30 min (1x a week**
Lunch Period 6	11:52 AM **12:45PM** 12:29 PM **1:20PM**	12:22 PM **1:15PM** 1:49 PM **2:45PM**	

~~Wednesday/~~**~~Friday~~** ~~Block~~

	~~**Start Time**~~	~~**End Time**~~	~~**Length**~~
~~Embedded Support (P6)~~	~~1:55 PM **2:50PM**~~	~~2:30 PM **3:20PM**~~	~~35 min **30 min (1x a week)**~~