

**TENTATIVE AGREEMENT
BETWEEN
THE ESCONDIDO UNION SCHOOL DISTRICT (EUSD)
AND
THE ESCONDIDO ELEMENTARY EDUCATORS ASSOCIATION (EEEA)
FOR A NEW ONE-YEAR CONTRACT
2021-2022 SCHOOL YEAR**

ARTICLE I

AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Escondido Union School District ("Board") and the Escondido Elementary Educators' Association/California Teachers' Association/National Education Association ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- C. This Agreement, effective upon ratification, shall continue in effect until 11:59 p.m. June 30, 2022.
- D. During the term of this Agreement, the parties will reopen negotiations as follows:

The entire contract is open for our next negotiation

Article X

Work Hours/Work Year

- B. School Schedules
 - 11. Each middle school principal, in cooperation with each middle school staff may design a normal workday schedule for their school. Any changes to the previous workday schedule must be approved by a 67 percent yes vote of the certificated non-management staff assigned to that site. Voting by secret ballot shall be conducted by the Association with site administration present to observe both the votes and the tallying of votes.
 - 16. By mutual agreement, The District may adjust the workday, work week(s), or work year of certificated employees in order to best meet the needs of the students served by those employees.
 - a. By mutual agreement with the supervising administrator, a certificated bargaining unit member shall be permitted to trade up to five (5) nonwork days per calendar year for five



(5) regular contractual days on site for developing, preparing for and providing professional development or developing and/or organizing instructional resources in lieu of extra hour pay.

18. The District and the Association agree that school sites may adjust the daily instructional minutes during the school week. The total number of instructional minutes will not change. The District will determine the number of instructional minutes per day based on the agreed upon adjustment in the weekly schedule. Elementary and middle school sites will have an early release day on Thursday of each week prioritized depending on the number of Thursdays, as follows: Every month, one Thursday will be un-assigned time with a goal of scheduling it prior to grade reporting periods. In months with only two Thursdays, one Thursday per month will be used for a staff meeting. In months with three Thursdays, one Thursday will be assigned by the district and/or site administration, for either grade level/content area instructional planning, staff development, examination of student data, development of student intervention plans or cross collaboration activities. In months with four Thursdays, one Thursday will be devoted to grade level/content area collaboration designed by the team and shared with their principal. Any remaining Thursdays shall be unassigned. Additionally, there shall be one minimum day per trimester used for unassigned preparation and planning scheduled the day prior to the following holidays: One prior to Thanksgiving, one prior to MLK Jr. Day, and one prior to Spring Break. In the rare case that the last day prior to an above listed vacation falls on a Thursday, then the minimum day will occur the Wednesday prior. This provision eliminates the existing minimum day for middle schools prior to parent/teacher conferences and does not apply to pre-school classes.
 - a. There is a mutual goal to make meetings as efficient as possible by using emails to streamline agendas, having meeting agendas on an on-line communication system (Example-Google docs), and providing agendas at least two days in advance of each meeting.
 - b. To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at the conclusion of each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. District and /or school site administration shall not be present during Association time.
19. Elementary teachers (grades K-5, grade 6 at Conway and grades 6-8 at Quantum Academy) shall have 200 minutes of unassigned time, every 10 instructional days, to take place during the instructional day. The number of holidays, minimum days, and parent conferences are factors in calculating and modifying the total number of minutes of unassigned time. This time shall be set aside exclusively for preparation, planning, parent conferences. This unassigned time will only be provided as long as there is the addition of appropriately credentialed physical education staff at each school site that are to be used exclusively for the instruction of physical education. Current physical education staffing will be maintained unless altered by the District through the Reduction in Force (RIF) process.

C. Other Professional Duties

4. Administrative Designee (hereafter referred to as A.D.)

- a. The position of Administrative Designee shall be announced and open for application for all interested permanent Bargaining Unit members at the site prior to selection of the A.D.(s) for the school year.



- b. The A.D. shall be granted one (1) paid hour preparation and planning time for every contract day (or partial contract day) each time the A.D. forgoes their existing responsibilities in order to act in the capacity of A.D.

E. Elementary Collaborative Instructional Planning Time

Each elementary grade level, TK/kindergarten through fifth grade (and grade 6 at Conway, grades 6-8 at Quantum Academy and Limitless Learning Academy), will be provided with a ½ day substitute day within the third trimester during the remaining school year following winter break for the purposes of collaborative instructional planning using a teacher determined agenda that has been approved by site administration. These days will be designated by administration and coordinated with the HR substitute calendar so as to not unduly impact the instructional program.

G. IEP/SST/504 Compensation

For meetings that extend 30 minutes beyond the seven (7) hours required on campus, bargaining unit members will be paid for time beyond those 30 minutes in 15-minute increments at the Class IV, Step 8 hourly pay rate. Bargaining Unit members understand that due to IDEA regulations, participation in either IEP meetings or 504 meetings is not voluntary.

Article XI
Leaves

A. Paid Leaves

3. Personal Necessity Leave

- a. Unit members may use up to ten (10) days of accumulated full-time sick leave per year for personal necessity in order to attend to a personal/family responsibility which requires the presence of the unit member during the workday. These days may be used at the Bargaining Unit member's discretion.
- b. The employee may be required to verify the use of personal necessity days if more than two (2) personal necessity days are used consecutively by completing the Personal Necessity Form in addition to signing an acknowledgement using the monthly Timesheet Summary report. If the District suspects error, abuse or fraudulent verification, the District may inquire, investigate or require reasonable proof as needed to make a final determination. The final determination by the District may be subject to the Grievance Article as determined by the Association.
- c. Bargaining Unit members may take an amount of leave commensurate with the length of their absence, in 15-minute increments, with a minimum of one hour. Bargaining Unit members must secure no less than a half-day sub.
- d. The Superintendent or their designee may grant the use of additional days of existing earned sick leave for personal necessity at their discretion. Such decision shall be supported by the Association and is not subject to the Grievance Article of this agreement.

4. Industrial Accident and Illness Leave

- h. An employee report of industrial injury or illness must be on file in the Risk Management Office.

5. Bereavement Leave

Each employee is entitled to three (3) days of absence, or five (5) days if travel of over four hundred (400) miles round trip is required, for the death of any of their immediate family member to be defined as:



Mother, father, stepmother, stepfather, foster parents, grandmother, grandfather or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, niece, nephew, or other relative where the employee is the primary caretaker, significant other, or any relative living in the immediate household of the employee. The employee is required to identify the family member's relationship on the monthly timesheet summary report.

In such cases, no deduction is made from their salary, or from their sick leave. Bereavement Leave may be extended by the employee in accordance with the provisions of the Personal Necessity Leave.

9. Pregnancy/Convalescence Disability Leave

- c. A probationary or permanent bargaining unit member or one who is eligible for FMLA or CFRA may use leave if she is unable to render service to the District as a direct result of her pregnancy. Maternity leave shall be granted in accordance with the following:
 1. At the birth of a child the unit member shall receive three (3) calendar contract weeks of paid leave (15 paid service days).
 2. If the school year terminates before the three (3) three week paid leave period is exhausted, the employee may take the balance of the three (3) week period in the subsequent school year period. No non-paid calendar breaks shall be counted as part of the three (3) week period.

10. PATERNITY LEAVE/ADOPTION LEAVE (Strike through existing XI.A.10.)

- a. At the time of the addition to the employee's nuclear family, the probationary or permanent bargaining unit member or one who is eligible for FMLA or CFRA shall receive three (3) calendar contract weeks of paid leave (15 paid service days).
- b. If the school year terminates before the three (3) week paid leave period is exhausted, the employee may take the balance of the three (3) week period in the subsequent school year period. No non-paid calendar breaks shall be counted as part of the three (3) week period.

Remove Form - Certificated Employee Absence Record

Article XII

Class Size

- E. No Resource Specialist caseload shall exceed 28. On a monthly basis, if a Resource Specialist's caseload exceeds 24, the District Office administration shall contact and solicit input from the employee as to the desired District-provided assistance.
- F. The Speech Advisory Team (SAT) and District Office administration will meet monthly to review Speech Language Pathologist caseloads and assignments and consider feedback provided by the SAT representatives. District office administration shall contact and solicit input from any Speech and Language Therapist whose caseload exceeds 55 as to the desired District-provided assistance.
- G. On a monthly basis, if any SDC/SC caseload exceeds twelve (12), the District office administration shall contact and solicit input from the employee as to the desired District-provided assistance.
- H. On a monthly basis, if any SEAS caseload exceeds twelve (12), the District office administration shall contact and solicit input from the employee as to the desired District-provided assistance.



- I. On a monthly basis, the Psychologist Advisory Team (PAT) and District Office administration will review current workload and assignments based on feedback provided to PAT representatives. District office administration will then contact and solicit input from any impacted Psychologists as to the desired District-provided assistance.

Article XIII **Transfers**

A. **Purpose/Definition**

4. For the purposes of this section, “posting” will mean that the job title and job details will be posted at each school site in a conspicuous location as well as the District website for the period of time as referred in C.1 Posting of Vacancies. In addition, postings will be sent electronically to certificated staff.

C. **Posting of Vacancies**

1. Timelines
 - a. Vacancies shall be posted at each school site (as defined in A.4) for three (3) contractual days.
 - b. ~~Strikethrough section b.~~

F. **Mid-Year Transfers**

3. If an employee is involuntarily transferred after the start of the beginning of the school year for the current school year, upon request, the District will provide assistance with lifting and moving materials from the present work location to the new location. In addition, a substitute will be provided for three (3) days for the move at the transfer employee’s discretion in collaboration with the site administrator. If additional release time or assistance is needed , then the employee may contact the site administrator and/or Human Resources to consider individual circumstances.

Article XIV **Evaluation**

A. **Evaluation Program**

1. **Frequency of Evaluation**

- a. Probationary and temporary employees shall be evaluated each year based on the current California Standards for the Teaching Profession.
- b. Permanent employees who have been employed by the district for less than ten (10) years shall be evaluated at least every other year based on the current California Standards for the Teaching Profession. If the most recent evaluation reflects an unsatisfactory ranking in any element, the employee may be evaluated the subsequent year.



- c. Permanent employees who have been employed by the District for at least ten (10) years may be evaluated every five (5) years based on the current California Standards for the Teaching Profession instead of every other year if:
- 1) The employee received a satisfactory evaluation during the previous evaluation cycle.
 - 2) The employee is deemed highly qualified under the No Child Left Behind Act.
 - 3) The evaluator and the employee consent to the five (5) year cycle.
- By request of the evaluator or the employee, the employee will be returned to the evaluation cycle of every other year. Upon receipt of a non-satisfactory evaluation, the employee will be returned to the annual evaluation cycle.

B. Observations

1. Formal observations shall be based on no fewer than twenty (20) minutes of consecutive classroom time.
2. In the event that deficient performance is noted in an observation of fewer than twenty (20) minutes, such circumstances will be quickly brought to the employee's attention. If deemed serious, the matter shall be provided in writing to the employee and shall result in a formal observation by the administrator within five (5) contractual days.

Article XVI
Employee Benefits

E. District Contribution

1. The District annual contribution for fully benefited employees shall be determined by the actual benefit plan selected. These contributions and plans are listed on the rate sheet included in this contract.
2. Effective beginning the benefit year 2022, the district's annual contribution for each benefited EEEA bargaining unit member shall be an average of \$14,073. The 2021 rate sheet was used as the base year for determining the district's annual contribution for plan year 2022 (per the 2021 rate sheet: \$11,708,958/832). The 2022 rate sheet will reflect the district's increased contribution of \$589,524 (equivalent to .6% of a 1% increase to the EEEA bargaining unit salary schedules), which is above and beyond the district's contribution for the 2021 plan year, for a total contribution of \$11,708,958 for the 2022 plan year. A 2022 rate sheet with estimated costs will be included in the contract for reference and will be amended as these estimates are replaced by actual plan enrollments, and rate increases.

Article XVII
Salaries

- A. The salary schedule and salary classifications requirement of all employees are set forth in Article XXII.



- B. All employees who serve other than the required number of days as set forth in Article X shall receive a salary which is not less than that which bears the same ratio to the established annual salary as the number of days required by their work calendar (i.e., 180 or 187 days).
- C. The payroll period shall be defined as monthly beginning with the first (1st) month of the contract year or whatever payroll system is in place for the current year. Salary payments shall be made not later than the last day of each month in accordance with the County of San Diego schedule. Salary payments for services in addition to the employee's regular assignment, including extended contracts, shall be made in the next regular payroll period.
- D. Subject to continuing approval of the County Department of Education, the District will continue to implement an 11- or 12-month pay option, conditional upon each participating employee having worked at least one day in the month to be paid, and signing a release authorizing payroll to deduct any monies owed should the employee separate from service prior to year end.

Basic Teacher's Salary Schedules

Salary Schedule – Psychologists, Group 26

School psychologists shall be contracted for a one hundred eighty-seven (187) day work year. New school psychologists shall have one hundred eighty-eight (188) duty days consisting of job responsibilities related to the District's calendar as noted in Article X, Work Hours/Work Year.

E. Compensation

- 1. All compensation agreements specified as a component of this article are contingent upon approval and certification by the San Diego County Office of Education.
- 2. Fiscal Year 2021-2022, 4.00 percent salary increase effective, July 1, 2021

ASB Stipend - \$1,500 per year paid tenthly

NBCT Stipend - \$1,500 per year paid monthly

Middle School Band Teacher Stipend- \$1,500 (For co-curricular activities (i.e., competitions/parades) per year paid tenthly

Doctoral Stipend - \$1,500 per year (Effective July 1, 2017) per year paid monthly

Master's Stipend - \$1,500 per year (Effective July 1, 2017) per year paid monthly

The above stipends will be paid monthly collectively for members who have both degrees. Qualifying degrees are listed in Article 17, 3 (a) of this agreement.

For the purposes of attracting and retaining special education teachers, a Special Education Stipend of \$1,200 per year will be paid tenthly to staff on the certificated teacher's salary schedule who are assigned to a full time, yearly, special education teaching position. (Does not apply to speech therapists, psychologists or those currently paid on a separate salary schedule) Effective July 1, 2019.

F. BASIC TEACHERS SALARY SCHEDULE



Period substitute during preparation period (MS & 7/8 @ K-8)

Class IV, Step 8

TENTATIVE AGREEMENT SIGNED THIS 21st DAY OF JUNE 2021

For the Association

Gordon Walker

6/21/21

For the District

Side Letter of Agreement

**School Schedules
2021-2022**

In recognition of an increased need for additional time to engage in all Thursday early release activities outlined in Article X 18, the District and the Association (EEEA) agree to pilot for the 2021-22 school year the utilization of time banking of instructional minutes each M, T, W, and Friday to increase the contractual time available following the release of students on Early Release Thursdays, to engage in the above mentioned Article X 18 activities. This adjustment in the daily schedule will apply only to EUSD Elementary Schools, Quantum Academy and Limitless Learning Academy.

The increased time will be equally applied to each Thursday identified as:

1. Teacher directed Unassigned
2. District/Site Administrator directed Staff Meetings
3. District/Site Administrator directed Grade Level/Content area instructional planning, staff development, examination of student data, development of student intervention plans or cross collaboration activities
4. Teacher directed Grade level/Content area collaboration designed by the team and shared with their principal.

In order to minimize the potential increase in costs incurred due to an increased need for additional Special Education Transportation Routes, three (3) time banking schedules will be assigned to schools by the district: all with contractual start time of 7:30 a.m. and an ending time of 3:00 p.m.

Schedules A, B, C, MTWF Schedule

Schedule A Teacher Start 7:30 am	AM Prep 20 min	Student Start 7:50 am	Lunch Recess 60 min 15/45 20/40	Student Dismissal 2:20 pm	Teacher End 3:00 pm	Minutes after student release 40 minutes
Schedule B Teacher Start 7:30 am	AM Prep 30 min	Student Start 8:00 am	Lunch Recess 60 min 15/45 20/40	Student Dismissal 2:30 pm	Teacher End 3:00 pm	Minutes after student release 30 minutes
Schedule C Teacher Start 7:30 am	AM Prep 40 min	Student Start 8:10 am	Lunch Recess 60 min 15/45 20/40	Student Dismissal 2:40 pm	Teacher End 3:00 pm	Minutes after student release 20 minutes

Early Release Thursday Schedules

LSH

DW

Schedule A Teacher Start 7:30 am	AM Prep 20 min	Student Start 7:50 am	Lunch/ Recess 60 min	Student End 12:05 am	Minutes After Student Release 40 min	Thursday Activities End of Contractual Day 12:45-3:00
Schedule B Teacher Start 7:30 am	AM Prep 30 min	Student Start 8:00 am	Lunch/ Recess 60 min	Student End 12:15	Minutes After Student Release 30 min	Thursday Activities 12:45-3:00
Schedule C Teacher Start 7:30 am	AM Prep 40 min	Student Start 8:10	Lunch/ Recess 60 min	Student End 12:25	Minutes After Student Release 20 min	Thursday Activities 12:45-3:00

For the 2021-2022 School Year all TK Schedules will match the start times assigned to their school and will maintain the same distribution of minutes as used in the 2019/2020 school year.

For the 2021-2022 School Year all five (5) Middle Schools will utilize the same Bell Schedule approved in 2019-2020 school year with an understanding that during the 2021-2022 school year sites will work in collaboration with their site administrators and the District to propose and agree upon a schedule that may include an intervention time at the end of the day of no more than 30 minutes.

Minimum Days: Three (3) contractual plus last student day for a total of four (4) minimum days.

Schedule A Teacher Start 7:30 am	AM Prep 20 min	Student Start 7:50 am	Lunch/ Recess 30 min	Student End 12:00 am	Teacher Collaboration/inclusive of teacher lunch 12:00-3:00
Schedule B	AM Prep	Student Start	Lunch/ Recess	Student End	Teacher Collaboration/ inclusive of teacher lunch

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Teacher Start 7:30 am	30 min	8:00 am	30 min	12:10	12:10-3:00
Schedule C Teacher Start 7:30 am	AM Prep 40 min	Student Start 8:10	Lunch/ Recess 30 min	Student End 12:20	Teacher Collaboration/ inclusive of teacher lunch 12:20-3:00

For the Association

Gordon Walker

6/14/2021

For the District

Luca Sacculi
6/14/2021

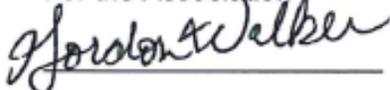
Side Letter of Agreement
Between
EEEA and EUSD

6/14/21

The purpose of this Side Letter is to establish a percentage amount of one-time, off schedule monies, in recognition of providing consistent ongoing instructional opportunities for students throughout the COVID-19 pandemic, in alignment with the intent of the In Person Learning Grant for the 2020-21 school year for each Bargaining Unit member employed as of the date of this side letter.

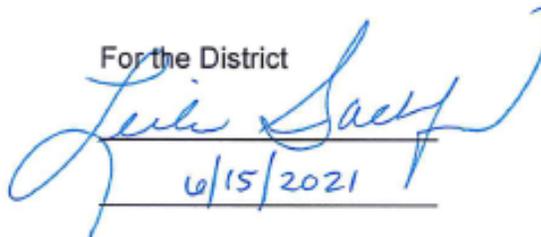
An off-schedule amount of 4.25% of their 2020-21 base salary only (not including extra hour pay) shall be given to each Bargaining Unit member employed as of the date of this side letter, effective upon the signing of this agreement and payable no later than August 31, 2021.

For the Association



6/14/2021

For the District



6/15/2021