

El Segundo Unified School District
ESTA Negotiations
Tentative Agreement
March 29, 2021

The El Segundo Unified School District and the El Segundo Teachers Association have completed negotiations for the 2019-2020 and 2020-2021 school years and have agreed to maintain the provisions of the current certificated Collective Bargaining Agreement, except as modified below.

ARTICLE 7: TRANSFERS

7.15 Unit members involuntarily transferred, **involuntarily** reassigned, or required to change classrooms ~~during the school year~~ shall be granted up to two days of paid release time or two days of release time paid at the substitute rate of pay for preparation for the new assignment. Unit members voluntarily transferred, reassigned, or required to change classrooms ~~during the school year~~ may be granted up to two days of paid release time or two days of release time paid at the substitute rate of pay for preparation for the new assignment, upon request of the unit member. The District will provide moving service for teachers transferred to another school. This will include moving reasonable amounts of books and personal teaching materials.

ARTICLE 8: COMPENSATION AND BENEFITS

The 2018-2019 salary schedule shall be increased by 3% on schedule effective July 1, 2020. In addition, the District shall provide a one-time off schedule payment of 1% for 2020-2021 for employees hired on or before the date of this agreement, prorated for members working a partial year.

ARTICLE 10: HOURS OF SERVICE

10.1 Effective July 1, 2016, the contractual year for the duration of this Agreement shall be 180 teaching days for bargaining unit members plus no more than four (4) in-service days. New bargaining unit members shall have no more than five (5) in-service days.

10.2 Subject to 10.3 through 10.5 below, the ~~minimum~~ bargaining unit contractual work day shall be as follows:

Elementary Schools

Monday – Friday
8:05a-3p
no change to lunch

Secondary Schools:

*HS
Monday – Friday
7:30a-2:50p
30 minute lunch

MS
Monday – Friday
7:55a-3:05p
30 minute lunch

*Schedules may flex for teachers with a zero period.

Preschool ————— Monday – Friday
8:30 am – 3:00 pm
30 minute lunch

Kindergarten ————— Monday ————— Tuesday – Friday
8:20 am – 1:45 pm ————— 8:20 am – 1:45 pm
No change to current lunch schedules

First – Fifth ————— Monday ————— Tuesday – Friday
8:20 am – 1:30 pm ————— 8:20 am – 2:45 pm
No change to current lunch schedules

Middle School ————— Monday ————— Tuesday – Friday
8:10 am – 1:50 pm ————— 8:10 am – 2:40 pm
30 minute lunch ————— 30 minute lunch

High School ————— Monday – Friday
Periods 1 – 6 ————— 7:45 am – 2:35 pm
30 minute lunch

Educational Advisors, Counselors, fully released Teachers on Special Assignment, School Psychologists,
and Speech Language Pathologists

Monday – Friday
7:30 am – 3:30 pm
30 minute lunch

Exclusive of 10.10 below, and upon request of the unit member, educational advisors/counselors scheduled by a site administrator outside of these hours shall be compensated with compensatory time off for the educational advisor/counselor, equal to the time provided.

10.12.1 At El Segundo High School, period 2 shall be sixty (60) minutes in length and all other periods shall be fifty-five (55) minutes in length. The passing period shall remain seven (7) minutes.

10.12.2 Routine high school faculty meetings shall be conducted up to, but no more than, nine (9) times per year, from 7:15 am to 7:45 am.

10.12.3 All high school teachers shall attend professional development activities. High school coaches/advisors shall attend these activities, except when games/performances are scheduled in conflict with these activities.

10.12.4 For grades 1 through 8, ~~an additional ten (10) minutes per day (included in the schedules above) of instructional time, four days per week, will be banked for the purposes of faculty meetings and staff development~~ **will occur weekly**, generally in the form of:

- Fourteen (14) one hour faculty or grade level/department meetings (2:00pm - 3:00pm)
- Seven (7) one and one half (1 ½) hour blocks of time, the purpose of which is to be determined by the school faculties (2:00pm - 3:30pm)
- Seven (7) one and one half (1 ½) hour blocks of time for district directed professional development meetings (2:00pm – 3:30pm)
- Any additional Mondays beyond twenty-eight (28) shall be used for faculty and/or grade level/department meetings. (2:00pm – 3:00pm)

This meeting schedule may be revised by the mutual consent of the parties.

10.12.5 The Kindergarten through Second grade split reading program will continue to operate on staff development days.

10.12.6 At the request of unit members, site administrators shall add general education/special education item(s) to the agenda on Professional Development Mondays.

10.12.7 The ESTA president and/or designees shall meet with the Superintendent and/or designee(s) to design all staff development, subject to Board approval.

10.12.8 With the exception of the Special Education Preschool Teacher, all bargaining unit members shall have a minimum day for Back to School Night and Open House (if held). The Special Education Preschool Teacher shall be compensated up to two (2) hours at the Certificated hourly rate for participation in Open House.

10.12.9 Additional minimum days shall be scheduled as follows:

- Bargaining unit members in Grades K shall have five (5) all-student early bird days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar. Unit members in grades 1 and 2 shall have five (5) all-student early bird minimum days and two (2) regular minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.
- Bargaining unit members in Grade 3 shall have one (1) substitute day for the purpose of grade reporting/conducting parent conferences as scheduled in the academic year. In addition, bargaining unit members in Grade 3 shall have seven (7) minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.
- Bargaining unit members in Grades 4 and 5 shall have two (2) substitute days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar. In addition, bargaining unit members in Grades 4 and 5 shall have seven (7) minimum days for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.
- Bargaining unit members at El Segundo Middle School shall have three (3) minimum days per semester for the purpose of grade reporting, and one (1) minimum day for promotion day.
- Bargaining unit members at El Segundo High School shall have three (3) minimum days per semester for finals (on finals schedule), seven (7) minimum Mondays for district directed professional development (2:00pm– 3:30pm), and seven (7) minimum Mondays for which the subject shall be determined by the faculty (2:00pm – 3:30pm).

10.12.10 On each of the two days of pre-service, certificated unit members will be provided teacher directed time after lunch for on-campus collaboration, planning, and preparation as well to attend the ESUSD Health Fair. The structure of these two days shall be determined by consensus of the joint Professional Development Committee.

~~10.23 Bargaining unit members, excluding educational advisors/counselors, shall be on duty and responsible for instructional and other assigned duties a reasonable length of time before the beginning of their students' daily instructional programs, and remain on duty for a reasonable length of time after the close of the students' regular school day. If the bargaining unit member's first assigned period is a preparation period, the bargaining unit member will be on duty before the preparation period.~~

10.3 In addition to assigned classroom teaching or support duties, bargaining unit members shall be required to perform other duties many of which may occur outside of ~~scheduled classroom or~~

~~school session hours~~ the contractual work day. Examples of such duties include, but are not limited to: planning, selecting and preparing materials for instruction; receiving and evaluating work of students; conferring and counseling with students, parents, staff and administrators; maintaining records, supervising instructional assistants as assigned; attending faculty, departmental, and grade level meetings; participating in approved staff development programs; and assuming responsibility for the proper use and control of district property, materials, supplies and equipment.

- 10.4 Other such additional duties include supervising students within and outside of scheduled classroom or school session hours; supervising and providing leadership of student organizations and activities as assigned; participating in parent, community and open house activities, serving on committees, and providing advice and service to the district. In assigning duties set forth in this paragraph, site administrators shall make a reasonable effort to assure that the hours or work involved are equitably distributed among the staff with volunteers considered prior to mandating an assignment, and that reasonable notice of scheduling is provided.
- 10.5 With the exception of Back to School Night and Open House, no bargaining unit member shall be required to attend any activity which begins more than 1 ½ hours after the end of their schedule work day. Unit members who elect to participate in board approved activities (e.g. Family Nights, Parent Education Programs, etc.) shall be compensated at the hourly rate for doing so, except bargaining unit members who volunteer for such activities in part or fully for the purposes of alternative evaluation (See Article 6).

10.7 The District shall provide a minimum of sixty-minutes (60) of preparation time per week to each bargaining unit member ~~at the~~ teaching grades 1 – 5, unless otherwise agreed upon. TK-K teachers shall have the last thirty (30) minutes per day reserved for preparation.

ARTICLE 16: PROHIBITED ACTIVITIES

- 16.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or other similar interference with the operations of the District by employees or by the Association, its officers, or agents, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 16.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other similar interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 16.3 This Article shall remain in full force and effect **for the term of this Agreement as provided in Article 21: Term.** ~~from the date of ratification through June 30, 1993, provided, however, that if no agreement is reached on re-openers upon exhaustion of the impasse procedures of the Rodda Act, the Article shall be suspended.~~

ARTICLE 21: TERM

This Agreement shall remain in full force and effect from the date of ratification through June 30, 2022. Reopeners for the 2021-2022 school year shall be limited to Article 8 (Compensation and Benefits) and up to two (2) articles selected by each party. **In the event that a new agreement has not been reached prior to the expiration of the Agreement, this Agreement shall continue in full force and effect until a new Agreement has been ratified by the parties.**

Eliminate the following articles and adjust numbering accordingly:

8.3 Buy-back Days

8.8 (cash in-lieu)

8.18 NCLB

12 Golden Handshake

Superintendent, Dr. Melissa Moore

Date

President of ESTA, Tahnya Nodar

Date