

El Segundo Unified School District
ESTA Negotiations
Tentative Agreement
March 15, 2022
(Rev. April 26, 2022)

The El Segundo Unified School District and the El Segundo Teachers Association have completed negotiations for the 2021-2022 and 2022-2023 school years and have agreed to maintain the provisions of the current certificated Collective Bargaining Agreement, except as modified below.

ARTICLE 7: COMPENSATION AND BENEFITS

7.2 Certificated salary schedules contained in Appendices A & B reflect current certificated salaries as bargained.

7.2.1 The 2017-2018 certificated salary schedule shall be increased by 2% effective July 1, 2017. The 2018-2019 certificated salary schedule shall be increased by 2% effective July 1, 2018. 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. **The 2020-2021 certificated salary schedule shall be increased by 3% effective July 1, 2021, prorated for members working a partial year. The 2021-2022 certificated salary schedule shall be increased by 3% effective July 1, 2022.**

7.3 Salary warrants for unit members shall be issued on the last working day of the month. ~~The period substitution rate shall be \$30 per period. K-5 teachers will be paid \$60 or \$120 per day for taking another class for one-half day or one full day, respectively. The amount will be divided by three (3) or two (2) for taking one-third (1/3) or one-half (1/2) of a full class in addition to the regular class.~~

7.4 Period Substitution

7.4.1 Bargaining unit members may elect to substitute on a period basis during their preparation period, zero period or seventh period if that period is not scheduled.

7.4.2 The period substitution rate shall be **based on the hourly rate for Extra Duty assignments from Article 7.13 of the ESUSD-ESTA Agreement** ~~\$30~~ **\$35** per period. **TK-5 teachers that are asked to cover a class, in addition to their own class, will be paid \$87.50 for ½ day or \$175 per full day, prorated for the percentage of the class for which coverage is provided.** ~~K-5 teachers will be paid \$60 or \$120 per day for taking another class for one-half day or one full day, respectively. The amount will be divided by three (3) or two (2) for taking one-third (1/3) or one-half (1/2) of a full class in addition to the regular class.~~

7.4.23 At their discretion, bargaining unit members may elect to be compensated 1/6th day in compensatory time for each **hour** period of substitution. ~~Effective July 1, 2014, the period substitution rate for bargaining unit members teaching in secondary assignments shall \$30.00/hour.~~

7.4.34 Compensatory time may be banked not to exceed five (5) days per year and no more than ten (10) days carryover into the following year. Any excess over the ten (10) days will be paid in cash at the rate established in 7.5.2 at year end.

7.4.4 5 Compensatory time may be used at the bargaining unit member's discretion, except that no more than five bargaining unit members shall use compensatory time on a single day. These days may not be used to extend a holiday weekend; all contract language regarding leave provisions apply to these days. Days must be used in full day increments, pro-rated for part-time bargaining unit members. The bargaining unit member shall be responsible for reporting earned period compensation to the school administration.

7.6 Effective October 1, 2018, the District shall contribute up to a maximum total premium cost of ~~\$8,750~~ **\$9,350** annually (~~\$875~~ **\$935** tenths) toward health (medical, dental, vision, life) benefits for full-time unit members and their dependents. Effective January 1, 2009, any money from the District's maximum contribution not used for health benefit premiums (medical, dental, life & vision), **whether elected by the member or required by the District's benefits provider,** shall go to the unit member as a cash benefit.

7.6.1 The couple's composite cap shall be double the single cap **per Article 7.6.** (~~i.e. 17,500 under the current \$8,750 cap~~).

7.12 Summer School Rate of Pay

7.12.1 ~~Effective July 1, 2014, the summer school rate of pay is \$40.00/hour.~~ **Effective July 1, 2021, the rate of pay for Extended School Year (ESY) and ESUSD Summer Learning Loss /Remediation Program* shall be as follows:**

- a. **\$60 per hour for teachers with 1-5 years of qualifying experience.**
- b. **\$75 per hour for teacher with 6-10 years of qualifying experience.**
- c. **\$90 per hour for teachers with 11 or more years of qualifying experience.**

***ESUSD Summer Learning Loss/Remediation Program is a specific program designed to mitigate loss of learning due to COVID-19 pandemic using special funding. This program is scheduled to be offered Summer of 2021, 2022, and 2023. Rate of pay noted above exclusively apply to ESUSD Summer Learning Loss/Remediation and Extended School Year and are not precedent setting for other future summer offerings.**

7.12.2 A year of qualifying experience is defined as teaching service for no less 75% of the school year under a contract for which a teaching credential is required.

ARTICLE 9: HOURS OF SERVICE

9.2 Subject to 9.3 through 9.5 below, the 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~~ **8:15a-3:35p**
30 minute lunch

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

*Schedules may flex for teachers with a zero period.

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

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

Educational Advisors/Counselors/fully released Teachers on Special Assignment, School Psychologists, and Speech Pathologists with a primary work location at El Segundo High School

Monday – Friday
8:00 am – 4:00 pm
30 minute lunch

Exclusive of 9.10 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.

9.2.1 At El Segundo High School, period 2 shall be ~~sixty (60)~~ **sixty - five (65)** minutes in length and all other periods shall be fifty-five (55) minutes in length. ~~The passing period shall remain seven (7) minutes.~~

9.2.2 **Except for extenuating circumstances as determined by the district,** 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~~ **7:55 am to 8:25 am.**

9.2.4 For grades ~~1 through 8~~ **TK through 8,** 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.

9.2.5 The ~~Kindergarten~~ **TK** through Second grade split reading program will continue to operate on staff development days.

9.2.9 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~~ **Grades TK - 2 shall have seven (7) all student early bird minimum days** for the purpose of grade reporting/conducting parent conferences as scheduled in the academic calendar.

9.9 Bargaining unit members elected to School Site Councils (SSC) shall be released to attend those meetings when SSC meetings are conducted during the regular school day. If meetings are held after the regular school day, unit members elected to serve on school site councils shall be compensated at the hourly rate of pay **(per Article 7.13)**, funded by the SSC's.

ARTICLE 11: CLASS SIZE

11.1 Each year the District shall establish staffing ratios for grades **TK**, K, 1-3, 4-5, 6-8, 9-12 in core academic subjects (math, social science, English, science, foreign language), consistent with any Education Code requirement. The District shall provide the Association with an opportunity to provide input prior to the ~~established~~ **establishment** of these ratios. **At the request of the Association**, the District shall communicate the staffing ratios to the Association president ~~on or before the beginning of each term~~ **prior to the adoption of the budget for the fiscal year.**

In determining class sizes, the District shall consider the effect of mainstreaming special education students and English Learner students into regular classes. Special Education class sizes shall be maintained in accordance with the requirements of the Education Code. Special Day Classes, Advanced Placement, and Class Size Reduction classes shall not be included in computing the staffing ratios.

- 11.2 **At the request of the Association**, within three weeks after the beginning of each term the District shall provide to the Association president a report of classes and student enrollment.
- 11.3 The District shall consider the distribution of students among classes at a given grade level or subject in a school and the distribution of students within a given subject area in determining class sizes. In addition, the ~~district~~ **District** shall take into consideration the number of work stations available.
- 11.4 **After initial class balancing at the beginning of the school year**, in the event that any ~~K-5-TK-5~~ class exceeds the staffing ratio (**per Article 11.1**) by three (3) students ~~after initial class balancing at the beginning of the school year~~, the affected unit member may request a conference with the site administrator to explore mitigation options mutually agreeable to the parties. At the unit member's request, the Association site representative shall be present at the conference.
- 11.5 In the event that any 6-12 grade class exceeds the staffing ratios (**per Article 11.1**) by three (3) students after initial class balancing at the beginning of the school year, the affected unit member may request a conference with the site administrator to explore mitigation options mutually agreeable to the parties. At the unit member's request, the Association site representative shall be present at the conference.
- 11.6 **No more than two (2)** Advanced Placement or Honors classes ~~except for two (2) classes~~ shall continue at the secondary level that has an enrollment of fifteen (15) or fewer students at the beginning of the semester in which it is offered.
- 11.7 The staffing ratio for Physical Education shall not exceed 50 students per class. In the event that **any individual** PE ~~classes exceed~~ **class exceeds** this staffing ratio ~~by three (3) students~~ after initial class balancing at the beginning of the school year, the affected unit

member may request a conference with the site administrator to explore mitigation options mutually agreeable to the parties. At the unit member's request, the Association site representative shall be present at the conference. This provision does not apply to team sports related PE classes or classes where the Athletic Director is a teacher of record for a sports team. At the beginning of each semester, a meeting will be scheduled with 6th period high school PE teachers and site administration to review class sizes.

ARTICLE 19: TERM

This Agreement shall remain in full force and effect from the date of ratification through June 30, 2023. There shall be no reopeners for the 2022-2023 school year. ~~Re-openers for the 2021-2022 school year shall be limited to Article 7 (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.

ARTICLE 20: PUBLIC COMPLAINTS

The District shall not take adverse action against a unit member without complying with the following provisions:

~~Verbal complaints against a bargaining unit member made initially to a board member or the board shall be referred to the Superintendent. All verbal and/or written complaints made against a bargaining unit member to any administrator shall be initially redirected to the unit member for the purpose of attempting to resolve the complaint, unless the complaint addresses a potentially criminal or civil violation. The bargaining unit member shall be notified~~

~~within five (5) work days of receipt of the complaint. The unit member, with the support of the immediate supervisor shall attempt to schedule a meeting with the complainant.~~

Verbal or written complaints filed against a unit member shall be directed to the immediate supervisor. Within 4 work days of receipt of the complaint, the immediate supervisor will notify the unit member of the complaint, unless the complaint addresses a potentially criminal or civil violation. The unit member, with the support of the immediate supervisor shall attempt to schedule a meeting for the purpose of resolving the complaint within five (5) work days of notification by the supervisor. The unit member may request the attendance of the immediate supervisor at any such meeting.

In the event that a verbal or written complaint cannot be satisfactorily resolved by the bargaining unit member, the immediate supervisor will be notified. ~~the complaint shall be made in writing and delivered to the bargaining unit member's immediate supervisor. The complaint shall include the complainant's signature. The bargaining unit member shall receive a true copy of the complaint.~~ **The immediate supervisor shall initiate an investigation within five (5) work days of receiving notification of the unsatisfactory resolution of the complaint.** ~~conduct an investigation of the complaint. This investigation shall be concluded within ten (10) days of receipt of the written complaint, with the findings transmitted in writing to the bargaining unit member within fifteen (15) work days of the receipt of the complaint. For good cause, as determined by the District, these timelines may be extended after providing written notice to the bargaining unit member.~~ ~~For complaints of a potentially criminal or civil litigation nature that require investigation, the timelines shall be extended by 30 additional work days for the purposes of the investigation. The timeline shall be extended after providing written notice to the bargaining unit member. These timelines shall be suspended pending investigations conducted by outside agencies dealing with complaints involving potential criminal or civil liability.~~

Any negative material relative to a bargaining unit member's instructional performance shall be in writing and signed by the complainant. The bargaining unit member shall be notified within five (5) days of receipt of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response. Reasonable release time shall be granted to prepare the response. Complaints that are withdrawn, except those of a legal, criminal or civil litigation nature, shall be removed from the personnel file. Complaints subsequently proven to be false shall be removed from the personnel file.

Superintendent, Dr. Melissa Moore

Date

President of ESTA, Tahnya Nodar

Date