

**TENTATIVE AGREEMENT
BETWEEN THE
EL SEGUNDO UNIFIED SCHOOL DISTRICT
AND THE
EL SEGUNDO TEACHERS ASSOCIATION**

May 31, 2023

The El Segundo Unified School District and the El Segundo Teachers Association have completed negotiations for the 2023-2024 school year and have agreed to maintain the provisions of the current Certificated Collective Bargaining Agreement, except as modified below.

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for the unit of employees comprised of the following positions: Certificated employees including regular classroom teachers, special education teachers, counselors, educational advisors, District music teachers, teaching specialists, librarians, nurses, speech and language pathologists, school psychologists, program specialists, temporary teachers; and excluding all other positions not designated, including but not limited to, day-to-day substitutes, home teachers, adult education teachers, ~~permit teachers, district psychologists,~~ assistant principals, principals, assistant superintendents, and superintendent.

ARTICLE 5: EVALUATIONS

5.1 The evaluation procedure is intended to promote successful ~~teacher~~ educator performance and to increase ~~teaching~~ skills of unit members. This article does not prohibit other communications regarding performance and compliance with job duties.

5.3 For those members choosing the traditional evaluation process: prior to the final evaluation conference, the evaluator will make a formal observation of the ~~classes of~~ probationary unit members at least two times, but not more than an average of once per week for each school semester. The evaluator will observe ~~the classes of~~ all permanent unit members at least once during the evaluation-year, but not more than an average of once per week for each school

semester. Within five (5) working days after each observation, the evaluator will discuss the observation with the employee being evaluated and complete either the classroom observation or non-classroom observation form, depending on the work assignment of the unit member.

5.4 Discussions following ~~classroom~~ observations shall take place within five (5) days of the Observation and shall include a review of the objectives established at the beginning of the school year and the degree of achievement of the planned objectives.

5.5 The ~~classroom~~ observation form shall be signed by both the unit member and evaluator. One copy is to be given to each.

5.9 Second-year probationary unit members shall receive a final ~~Teacher~~ Performance Evaluation and Narrative Report in the second year by March 15.

5.10 Discussions regarding performance for classroom teachers will refer to the criteria of evaluation, including commendation for success in subject areas, efficient usage of educational materials, effective methods of teaching and progress toward the achievement of planned objectives, as well as suggestions for improvement, if necessary in these and other areas. Discussions regarding performance for non-classroom bargaining unit members will refer to effective methods of service delivery and progress towards the achievement of planned objectives, as well as suggestions for improvement, if necessary.

5.15 The signature of the unit member on the evaluation form or the observation form does not necessarily indicate agreement with the content. These forms will provide space for unit-member comments. ~~New forms will not be used unless the Association has had an opportunity to consult with the District.~~ Any modifications or alterations to the standard evaluation forms shall be done in consultation with the Association.

ARTICLE 6: TRANSFER

6.1 Definitions

A “reassignment” is a teaching assignment change of at least one grade level in a self-contained classroom or a yearly change of 50% or more of the classes taught by a teacher in a non self-contained program to include classes not taught in the last three years.

A “transfer” is a change in a ~~teaching position~~ unit member’s primary work location from one school site to another or the change from a single location to multiple locations ~~between one school site and another~~, and may be requested by a unit member or an administrator after a vacancy has been determined to exist at a given school.

6.9 In considering a request for transfer or reassignment, the convenience and expressed wishes of the unit member will be given consideration. If more than one unit member has applied for a given position, the one best qualified as determined by the District shall be recommended to the Board of Education. Criteria for determining qualifications shall be limited to:

- 1.—Credential requirement
- 2.—Subject major and minor and/or grade level assignments
- 3.—Evidence of instructional effectiveness and appropriate experience as reflected in regular performance evaluations.
- 4.—Rating on oral interview by selection committee.
- 5.—Other specific skills that relate to the specific vacancy. Such qualifications being equal, seniority in the school district and at the school site, in that order shall prevail.

ARTICLE 7: COMPENSATION AND BENEFITS

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. The 2022-2023 certificated salary schedule shall be increased by 7.5% effective July 1, 2023.~~

7.13 Miscellaneous Increases

- Effective July 1, ~~2014-2023~~, the hourly rate of pay for certificated bargaining unit Extra Duty assignments shall be ~~\$40.00/hour~~ \$55/hour (including Saturday School).

-The athletic coaching stipend table is 6.5% of corresponding column and step on main Certificated schedule up to Step 12 and not including Column 1.

7.18 Physical Education teachers who conduct fitness gram state testing outside of their work hours for those students who are not enrolled in a PE class shall be compensated at the extra duty rate of pay.

7.19 The District will investigate offering an early retirement incentive to employees when financially feasible.

7.20 Unit members who are required to use their personal vehicle for work-related travel shall be reimbursed at the standard business mile rate as set by the Internal Revenue Service for transportation expenses.

ARTICLE 8: LEAVES

8.2.1 A unit member will be entitled without loss of compensation, to a maximum of ~~three (3) days leave of absence, or six (6) days leave of absence if travel outside a 200-mile radius is required~~ due to the death of any member of his/her immediate family.

8.2.2 For purposes of this provision, an immediate family member shall be limited to spouse, registered domestic partner as defined by law, parent, step-parent, child, step-child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, grandparent, or a grandchild of the employee or of the spouse or registered domestic partner as defined by law, or any relative living in the immediate household of the employee for a period of not less than two (2) years in the capacity of a legally established foster child or parent.

ARTICLE 9: HOURS OF SERVICE

9.2.9 For the purpose of conducting parent conferences/grade reporting all TK-5 classroom teachers ~~unit members~~ will have seven (7) minimum days as scheduled in the academic calendar. In addition, any grades TK-5 general education classroom teachers ~~unit members~~ with a class size of 27 or more will be given two (2) substitute days, and unit members with a class size under 27 will be given one (1) substitute day for the purpose of preparing for parent conferences/grade reporting.

ARTICLE 11: CLASS SIZE

11.4 After initial class balancing at the beginning of the school year ~~in the event that~~ should any TK-5 class exceeds the staffing ratio (per Article 11.1) by three (3) students, 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. In the absence of resolution, the unit member and or association may request a conference with the Executive Director of Human

Resources to discuss the issue and explore mitigation options. A summary of the agreed upon resolution shall be communicated in writing or via email to the unit member.

ARTICLE 13: SAFETY CONDITIONS

13.1 The District shall use reasonable efforts to provide safe, clean, sanitary, working conditions for all unit members, and shall monitor and correct unsafe conditions, when possible. The District and unit members will make conscientious efforts to reasonably inform and comply with relevant District safety practices and procedures.

13.2 Unit members must notify their immediate supervisor in writing, or in the case of emergency, orally, concerning an unsafe condition in the District directly affecting the physical welfare of any student or unit member. Upon written request, unit members shall be provided a written progress update within 5 working days.

ARTICLE 19: TERM

This Agreement shall remain in full force and effect ~~from the date of ratification~~ **beginning July 1, 2023,** through June 30, ~~2023-2026~~. ~~There shall be no reopeners for the 2022-2023 school year.~~ **The parties may reopen negotiations for the 2024-2025 and 2025-2026 school years on Article 7 (Compensation and Benefits) and up to two (2) additional 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 22: ALTERNATIVE RETIREMENT INCENTIVE PROGRAM

~~MEMORANDUM OF AGREEMENT BETWEEN THE EL SEGUNDO UNIFIED SCHOOL DISTRICT AND THE EL SEGUNDO TEACHERS ASSOCIATION~~

~~The district may consider this salary saving incentive in the year(s) that any of the bargaining unit members hired before January 1, 1980 elect to retire. Once these bargaining unit members retire, the District will no longer be obligated to offer this incentive. However, the parties may consider offering this incentive, if economically viable in other years, as described below:~~

~~Within thirty (30) days of the signing of the state budget, the parties shall meet to determine the feasibility (demonstration of a savings) of offering the retirement incentive in the current school year. The district shall not unreasonable withhold this benefit, yet the parties agree that this plan shall be offered only as an incentive, not an entitlement.~~

~~In the event that the district elects to offer the incentive, the following provisions apply:~~

- ~~1) Within thirty (30) days of the signing of the budget act, the Association, District and plan administrator shall agree on the minimum number of participants and the final spend amount (i.e. the percent of final pay to purchase the fixed annuity — 100%, 80%, 60%) required to meet the sustained savings threshold.~~
- ~~2) Prospective retirees must be eligible for CalSTRS retirement on or before the first day of the second semester in the plan year.~~
- ~~3) The enrollment window shall close at 4:00 p.m. on the workday immediately preceding the Veteran's Day holiday, in the form of a letter of resignation for the purposes of retirement, effective the workday immediately prior to the first workday of the second semester.~~
- ~~4) To be eligible, prospective participants must have ten (10) years of service with the El Segundo Unified School District. If the minimum number of participants required is not met, the unit members who submitted letters of resignation for purposes of retirement may revoke that resignation letter.~~
- ~~5) The retiree shall receive a monthly payment based on a flat rate of \$180 per days worked.~~
- ~~6) Prospective participants must agree to render the remaining contract days of continuing service (the second semester of the incentive year). Participating retirees~~

~~earn one day of sick leave per month (all five advanced and available at the beginning of the second semester) and are subject to applicable leave provisions. In the event that emeritus teacher takes more than five (5) sick leave days, they will receive the difference between the \$180 per day flat rate and the actual cost of the substitute teacher. Active employee health benefits shall remain in full force during this period, followed by retiree health benefits effective July 1.~~

~~7) Participants shall be formally classified as "permanent emeritus", as described in the attached MOA.~~

~~8) Bargaining unit members participating in the retirement incentive program shall be classified as "permanent emeritus", described as follows:~~

~~a. A separate class of represented bargaining unit member is hereby created, that being teachers participating in the retirement incentive program.~~

~~b. This class of bargaining unit member shall be entitled to the same representational rights as enjoyed by active employees.~~

~~c. This class of bargaining unit member shall remit to the association, CTA and NEA, the same sum as remitted, immediately prior to retirement. This provision shall expire on June 30 of the plan year.~~

~~d. The association and its affiliates shall indemnify and hold harmless the district for any disputes arising between a retiree and the association, specifically relative to representational issues.~~

ARTICLE 22: SPECIAL EDUCATION

22.1 All special education teachers shall receive two (2) days of release time per year to work on tasks related to their IEP caseload. This may include writing reports, meeting with students or parents, preparing for meetings, or other professional duties. These release dates will be mutually agreed upon by the teacher and site administrator.

SCHEDULE W - Program Specialist position will be paid on Schedule W and will work 195 days/year.

Dr. Melissa Moore, Ed.D., Superintendent

Date

Tahnya Nodar, President of ESTA

Date