Successor Agreement Negotiations
to Contract Dated July 1, 2021 – June 30, 2022

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

Proposal 5
August 29, 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 year agreement beginning July 1, 2022, and ending June 30, 2023**~~ two year agreement beginning July 1, 2022, and ending June 30, 2024.

B. RENEGOTIATIONS DURING TERM.

~~For the 2019-2020 school year, there will be no reopeners~~.

For the 2022-2023 and 2023-2024 school years there will be no re-openers.

Article VI: LEAVES OF ABSENCE

A. GENERAL LEAVE POLICIES

2. Notification of Intent to Return

The employee shall notify the District of his/her intended return on or before **the last working day prior to the Thanksgiving Holiday** ~~October 1~~ ~~December 15~~ in the event of a first semester leave and on or before **the last working day prior to the Spring Break Holiday** ~~March 1~~ ~~May 1~~ in the event of a second semester or one (1) year leave. This provision will be transmitted in writing to the employee at the time the leave is approved and one (1) month prior to the employee's deadline for notification of intent to return.

B. PAID LEAVES OF ABSENCE

8. Paid Pregnancy Disability Leave

c. Sick Leave Benefits During Pregnancy Leave

At the beginning of pregnancy disability leave, the unit member shall receive six (6) weeks (30 workdays) of paid leave during the contracted work year.

1. ~~**No non-paid calendar breaks shall be counted as part of the six (6) weeks**~~
2. ~~**If the school year terminates before the six (6) week paid leave is exhausted, the employee may take the balance of the six (6) in the subsequent school year period.**~~

After the six weeks of paid pregnancy disability leave, (paid pregnancy/disability leave of absence), sick leave benefits are in effect the same as for any other paid leave.

This leave is only available during the contracted work year when the member is on leave for pregnancy related disability.

In the event a unit member has been medically released to return to duty from pregnancy disability leave but has not utilized all available 30 workdays of paid leave provided in this section due to the leave occurring concurrently over a break from school, the unit member

may use the balance of the unused, paid pregnancy disability leave days during Parental Leave, when taken during the first 12 months from the birth of the child.

11. Parental Leave

b. Employees (mother or fathers, whether natural, adoptive, or foster parents) ~~**shall receive 20 calendar contract days of paid leave and**~~ are allowed to use available sick leave for purposes of bonding if the employee has worked for the employer for the last 12 months.

~~**1. No non-paid calendar breaks shall be counted as part of the 20 days**~~

~~**2. If the school year terminates before the 20 paid leave days is exhausted, the employee may take the balance of the 20 days in the subsequent school year period.**~~

c. The employee will ~~**first**~~ utilize all available leave time, ~~**inclusive of the 20 parental leave days from 11b, then use**~~ including sick, personal, vacation, **unused paid pregnancy disability leave from 8c above**, and compensatory time. Once an employee has exhausted all available leave options, and continues to be absent on account of parental leave, the employee will be subject to differential pay.

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:**~~

Effective July 1, 2022, a total of 6.56% on-going dollars may be used for benefits and/or salary as determined by ESTA. ~~**8.25%. If any other employee group receives an on-going increase more than the settlement amount finalized in this agreement, ESTA shall receive the same increase.**~~

Effective July 1, 2023, a total of 5.38% on-going dollars may be used for benefits and/or salary as determined by ESTA.

Article IX: EMPLOYEE BENEFITS

A. BASIC INSURANCE COVERAGE

(see total compensation proposal in Article VIII A)

5. ~~**Beginning January 1, 2023, the district shall increase the benefit cap ongoing, equal to the plan increase for the 2023 calendar year.**~~ 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

(see total compensation proposal in Article VIII A)

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, 2023 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.**~~

Article XI: ASSOCIATION RIGHTS

P. EMPLOYEE INFORMATION

5. The District shall provide ESTA with contact information specified in section P.3. above for each bargaining unit member three times each school year on **September 30**, ~~October 31~~, January 31, and **May 31.** ~~June 30~~.

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For the District For ESTA