

**San Diego Education Association
Proposal
To the San Diego Unified School District
September 18, 2009**

Note: SDEA reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the SDUSD. The following proposals are made without prejudice or precedent.

SDEA shares the District's stated goal of an expedited overall settlement of the current round of negotiations. SDEA proposes the following terms for complete settlement with that objective in mind:

1. A three-year contract, from July 1, 2008 through June 30, 2011.
2. The incorporation of tentative agreements, other agreements, and contract clean-up already reached during bargaining in the 2008-09 school year.
3. Add the following Maintenance of Workload provision to Article 8:

All terms and conditions of employment, including, but not limited to, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect at the time this agreement is signed. This contract shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless expressly stated herein.

The parties agree that certain issues/responsibilities may exceed the minimum standards in effect at the beginning of the 2008-09 school year. If additional work time continues to be necessary to complete these responsibilities, then the employer will provide the necessary release time during the normal workday for employees to complete these responsibilities. As an alternative to release time, the employer with the employee's approval, may provide compensatory time in the form of additional personal days/hours as an offset to the additional work. The union shall have twenty (20) workdays following the date that this agreement is signed to bring to the attention of the District any issues/responsibilities that came into effect between the beginning of the 2008-09 school year and the date of signing of this agreement, which shall then be subject to discussion between the parties. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of the Union bringing the issue to that attention of the District, the matter shall be subject to the grievance procedure.

Following the signing of this agreement, any disagreement between the parties regarding this provision shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. SDEA shall make the District aware of its concerns within twenty (20) workdays of becoming aware of the issue(s). In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of the Union bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure.

4. The District and SDEA agree to revise Article 12 of the contract as necessary to allow for a more clear and transparent process for involuntary transfers and post and bid. Agreement on the revision of Article 12 will be completed before a complete agreement for this three-year term contract is achieved.
5. The District will agree to accept the SDEA proposed change in Article 13.5.2 to change the word "average" to "be."
6. Salary and Benefits:
 - a. For the 2008-09 contract year, the salary schedules will not be changed.
 - b. For the 2009-10 contract year, each cell of the salary schedules will be increased by 1.5%. The effective date of this increase will be established by the parties before a complete agreement for this three-year contract term is reached.
 - c. For the 2010-11 contract year, each cell of the salary schedules will be increased by 1.5%. The effective date of this increase will be established by the parties before a complete agreement for this three-year contract term is reached.
 - d. The District and SDEA will make a joint, written request to VEBA, asking that it cooperate with and assist the District and SDEA in exploring options for cost saving rather than through "cost shifting," in the health and welfare benefits program. The parties will simultaneously contact the Health and Benefits Committee with the written request.
7. Article 34: SDEA and the District recognize that a fair, equitable, and just system must exist concerning Warnings, Reprimands and Suspensions of unit members. SDEA proposes that the District and SDEA agree to the following changes:
 - A. Eliminating 34.2.3,
 - B. Eliminating 34.2.4,
 - C. Eliminating 34.2.5,
 - D. Moving 34.4.2 into the grievance process
 - E. Renaming the Article "Warnings, Letters of Reprimand, and Suspensions"
8. Settlement of all outstanding grievances currently scheduled for arbitration. The District on numerous occasions has called for better communication with SDEA and the Union believes settling these significant contractual differences may represent a first step in this process. These settlements will be achieved before a complete agreement for this three-year term is reached.
9. The District and SDEA agree to: 1) Suspend proposals not specifically addressed; 2) Suspend the ground rule that proposals always be written; and 3) Reserve the right to return to initial proposals.

10. Proposition "S" Construction Projects: SDEA proposes a Memorandum of Understanding for the purpose of establishing working conditions, hours, and additional pay to assist and compensate SDEA members with packing and unpacking their classrooms/workspace necessary to accomplish Proposition "S" Construction Projects. The MOU is attached to this bargaining proposal.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
SAN DIEGO EDUCATION ASSOCIATION**

In order to minimize disruption to the instructional program, effective August 2009, the District will provide the following assistance to certificated bargaining unit members required to pack/unpack their classroom/work space to allow for necessary Proposition S projects:

1. All certificated bargaining unit members will be provided with eight (8) hours of custodial time to be used at their discretion to pack/unpack their classroom/work space when necessary to accomplish a Proposition S project. Custodial time will not be available on Saturdays, Sundays, or holidays. If scheduled custodians do not appear to do the work and the teacher performs the packing/unpacking as a result, the teacher will receive non-duty release time with a paid visiting teacher.
2. Bargaining Unit members will receive a total of four (4) full-time release days with a paid visiting teacher each time they are requested to pack/unpack related to a Proposition S project even if they have also received release time due to the custodian not appearing for scheduled work.
3. If a bargaining unit member elects to pack/unpack on a non-contract day, or after the conclusion of the regular work day, he/she will be given the choice of (4) full-time release days, with a paid visiting teacher, or four (4) days of per diem pay. If the unit member selects four (4) full-time release days, the day may be used at the unit member's discretion prior to the end of the school year. This day may be carried over to the ensuing school year if there is insufficient time to use it.
4. This Agreement shall also apply to bargaining unit members who are requested to pack/unpack their classroom materials due to a planned Proposition S project scheduled to occur in their classroom/work space during a break period (i.e., recessed, intersession, etc.).

This Agreement shall remain in force through the end of the Proposition S projects and shall supersede the previous Memorandum of Understanding MM, related to the same topic.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Date: _____

Date: _____