

3 YEAR PACKAGE PROPOSAL

**San Diego Unified School District  
Proposal To The  
San Diego Education Association  
Successor Collective Bargaining**

**Package Proposal on  
Term and Wages**

**District Proposal passed September 21, 2017**

The District offers the following package proposal to SDEA on Term (Article 34 Effect of the Agreement) and Article 7 (Wages).

The District reserves the right to amend/modify proposals/TAs in accordance with the parties' agreed-upon ground rules established at the start of successor negotiations.

See attached proposals for details.

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District Proposal Passed September 7, 2017  
District Proposal Passed September 21, 2017

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**ARTICLE 7 – WAGES**

**Section 7.1: SALARY RATES**

~~7.1.1. 2014-2015 Salary rates. Effective July 1, 2014, the 2014-2015 salary rates shall be increased by one percent (1%).~~

~~7.1.2. 2015-2016 Salary Rates. Effective July 1, 2015, the 2015-2016 salary rates shall be increased by four percent (4%).~~

~~7.1.3. 2016-2017 Salary Rates. After approval of the 2016-2017 state budget, the Parties will reopen negotiations on this Article 7: Wages. Negotiations shall commence no later than ten (10) days after the adoption of the 2016-2017 state budget. The reopener shall be for the purpose of negotiating increases to wages.~~

7.1.1 The salary schedules in effect July 1, 2017, shall remain for the 2017-2018 and 2018-2019 fiscal years.

7.1.2 The District and the Association will reopen negotiations on this Article during the 2018-2019 academic school year for potential implementation of changes in the 2019-2020 fiscal year.

**Section 7.2: RETROACTIVE COMPENSATION**

~~Retroactive Compensation paid pursuant to this Article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the 2014-2015, 2015-2016 and 2016-2017 applicable salary schedules, respectively, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.~~

**Section 7.3: MEAL CHARGES**

~~The District agrees to pay the meal charges for meals provided by the District and consumed at the Off Campus Integrated Learning Education (OCILE) Program (Camp Palomar) for those teachers assigned to accompany their classes to the program and those teachers who are permanently assigned to the program.~~

**Section 7.34: MILEAGE**

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*

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**ARTICLE 34 – EFFECT OF AGREEMENT**

**Section 34.1: ZIPPER CLAUSE**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

**Section 34.2: SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 34.3: CHANGES, AMENDMENTS, AND SUPPLEMENTS**

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the Parties. Upon ratification by the Association and the Board of Education, any such changes, amendments or supplemental agreements shall be implemented.

**Section 34.4: RATIFICATION AND IMPLEMENTATION**

When the Association and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and to the Board of Education for ratification. When the membership of the Association and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

**Section 34.5 : DURATION CLAUSE**

~~This Agreement is entered into on May 1, 2015. This Agreement shall become effective on July 1, 2013~~ 2017 and will remain in effect until June 30, ~~2016~~ 2020, except as follows:

Pursuant to modifications agreed to through the Contract Administration Committee as set forth in Article 25.

**Section 34.6 : REOPENERS**

Either party may provide written notice on or before July 1, 2018, to reopen negotiations over two (2) identified articles in this Agreement. Any reopener negotiations pursuant to this section will be conducted during the 2018-2019 academic school year for potential implementation of changes in the 2019-2020 fiscal year.

*The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.*