

**San Diego Unified School District
Proposal
To the San Diego Education Association
January 14, 2010**

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

SDUSD seeks an overall settlement of the current round of negotiations, with a 3-year contract covering July 1, 2008 through June 30, 2011. Economic circumstances dictate flexible language for the term of the contract. This proposal seeks that flexibility, and invites open discussion on other options, along with long-term commitments to restoring and enhancing unit member compensation above and beyond current levels.

The District proposes:

1. A three-year contract, from July 1, 2008 through June 30, 2011, with no re-openers with the following exceptions:
 - a. Transfer (Article 12): The District and SDEA agree that immediately upon ratification of this agreement the parties will thoroughly review and revise Article 12 of the contract as necessary to allow for a more clear and transparent process for involuntary transfers and post and bid, and to ensure full compliance with Education Code section 35036. The goal will be to reach agreement on the revision of Article 12 prior to the end of the 2009-10 school year, with ratification of a new Article 12 to take effect on July 1, 2010.
 - b. Secondary Academic Class Size (Article 13.5.2): The District and SDEA agree that immediately upon ratification of this agreement the parties will continue negotiations on Article 13.5.2.
 - c. Optional re-openers for both parties described in Section 3(e) of this agreement.
2. The incorporation of tentative agreements, other agreements, and contract clean-up already reached during bargaining in the 2008-09 school year.
3. Salary (Article 7):
 - a. For the 2008-09 contract year, the salary schedules will not be changed.
 - b. For the 2009-10 contract year, the salary schedules will not be changed.
 - c. Effective July 1, 2010, the salary schedules will be decreased by __ percent (__%).
 - d. The Board is committed to the principle that each employee group, including those not represented by an employee organization, will need to contribute equally to addressing the District's current fiscal circumstances. Accordingly, the percentage reduction to the 2010-11 salary schedules reflected in Section 3(c) of this agreement

is contingent on an equivalent percentage decrease to the salary schedules of other employee groups, or agreements/actions related to these groups the total of which saves as much as an equivalent percentage decrease to the applicable salary schedule(s).

e. Contingency for Reopeners During the Term of the Agreement.

- 1) The District may reopen negotiations on Article 7 (Wages) and/or Article 9 (Health and Welfare Benefits) between May 15, 2010 and three (3) calendar weeks after the adoption of the final 2010-11 State budget if any proposed or actual actions at the state or federal level negatively impact the District's federal and/or state revenue funding levels more than the impact arising from the Governor's Proposed budget released on January 8, 2010, including, but not limited to, the District's funded base revenue limit, categorical funding, and applicable categorical flexibility provisions in the State Budget Act, deficit factor, state apportionment deferrals, and/or state mandates.
- 2) SDEA may reopen negotiations on Article 7 (Wages) and/or Article 9 (Health and Welfare Benefits) between May 15, 2010 and three (3) calendar weeks after the adoption of the final 2010-11 State budget, if any proposed or actual actions at the District, state or federal level lead SDEA to conclude that the salary schedule reduction specified in Section 3(c) of this agreement can be and should be modified.
- 3) Bargaining that may occur after May 15, 2010 pursuant to this section is subject to the expedited negotiations and dispute resolution provisions of Section 3(g) of this agreement.

f. Restoration of Salary Schedule Reductions. The reduction to the 2010-11 salary schedules reflected in Section 3(c) of this agreement will be restored according to the schedule and in the amounts stated below.

- 1) Effective July 1, 2013, the salary schedules will be increased by ___ percent (___%).
- 2) Effective July 1, 2014, the salary schedules will be increased by an additional ___ percent (___%).
- 3) Effective July 1, 2015, the salary schedules will be increased by an additional ___ percent (___%).

The restoration provisions in this Section do not preclude bargaining on salary during the 2011-12 school year, or thereafter, on separate agreement(s) that do not modify the restoration schedule or amounts, but any proposed modification of the schedule and amounts above is subject to the provisions of Section 3(g) of this agreement.

g. Dispute Resolution. If either party exercises its right to reopen negotiations for 2010-11 salary pursuant to Section 3(e), and/or to modify the restoration provisions

in Section 3(f), an expedited negotiations and dispute resolution process will be utilized, as follows:

- 1) The parties will commence negotiations within ten (10) calendar days after notice is given.
- 2) The parties will meet at least six (6) times within the forty-five (45) calendar day period following the giving of notice. The six (6) sessions will be full day sessions, or the equivalent of 6 full-day sessions over a larger number of days, with the express intent to negotiate in good faith and reach an agreement. By mutual agreement, the parties may meet for more than six (6) full-day sessions, and/or extend the deadline for agreement prior to moving to the dispute resolution process described below.
- 3) In the event the parties are unable to reach an agreement during the forty-five (45) calendar day period, or a longer period by mutual agreement, the matter will be submitted to binding arbitration. The parties will attempt to agree on an arbitrator within seven (7) calendar days, and in the absence of agreement will alternatively strike names from a list of seven (7) arbitrators with experience in California school district finance supplied by the California Mediation and Conciliation Service (CSMCS). The selection of an arbitrator will occur within seven (7) calendar days of the receipt of the list from CSMCS, and the determination of the order of striking will be by lot. The arbitration hearing will occur within twenty (20) calendar days of the selection of an arbitrator, as soon as possible if the arbitrator is not available during that time period, and a decision shall be issued within twenty (20) calendar days of the hearing.
- 4) During the hearing both SDEA and the District will explain and defend their own proposal, and explain their objections and concerns related to the other party's proposal. In rendering his/her decision, the arbitrator shall consider and apply the following criteria:
 - (i) Stipulations of the parties.
 - (ii) State and federal laws that are applicable to the positions of the parties.
 - (iii) The interest and welfare of the students of the District.
 - (iv) The financial ability of the District, including discretionary decisions made by the District after the date of this agreement which may impact the financial ability of the District.
 - (v) The percentage of total unrestricted general fund expense on certificated, non-management salaries and benefits during the 2007-08 school year and each school year thereafter.
 - (vi) The funded base revenue limit per unit of average daily attendance for the 2007-08 school year and each school year thereafter.
 - (vii) A comparison of the compensation of SDEA bargaining unit members with the compensation of other school districts in comparable communities.
 - (viii) The consumer price index for goods and services, commonly known as the cost of living.

- h. A fundamental motivation for the agreements in this section are a mutual desire and goal of the District and SDEA, in weathering the current economic crisis, to not further increase class sizes, and to avoid or at least minimize program reductions and the resulting reduction in staffing levels. Through this agreement the parties commit to these shared goals, and agree to work toward these goals in future years.

- 4. Benefits (Article 9):
 - a. The Board remains committed to the request of SDEA and the other employee organizations, to work through the Health and Welfare Benefits Committee to identify savings in the District's health and welfare benefits program. The Board also reiterates its desire and request, expressed in the November 18, 2009 letter from the Board Officers (attached), that the Committee commit to working out the details to recommend the four "Suggestions for Benefit Changes" presented and explained to the Committee by the VEBA administrator on September 9, 2009, and/or other alternatives that result in equal or greater savings in health and welfare benefit costs. The Board also reiterates its desire that this be done thoroughly but soon.
 - b. Any ongoing savings generated through recommendations of the Health and Welfare Benefits Committee, that are ratified and implemented by the District and SDEA, will offset and reduce, at the time the savings are realized, the salary schedule reductions arising from this agreement. The amount of the offset will be determined by calculating the benefit expense savings attributable to the SDEA bargaining unit, comparing that to the savings generated by a 1% reduction to the SDEA salary schedules, and modifying the reduction to the salary schedules accordingly.

- 5. Article 34 (Letters of Reprimand and Suspensions):
 - a. The District proposes that SDEA and the District agree to review and revise Article 34 of the contract make Letters of Reprimand and Suspensions subject to the grievance procedure, rather than the existing process contained in Article 34.
 - b. The District continues to oppose modifying the contract to make warning letters, which are not placed in employee personnel files, subject to the grievance procedure.

- 6. 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.

- 7. 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.