

**Agreement between  
San Diego Unified School District  
And  
San Diego Education Association/SDEA Bargaining Unit  
Reduction in Force - Impacts and Effects  
April 6, 2017**

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**1. Recall as a Result of the SERP**

All recalls pursuant to section 2.1 of the February 16, 2017 SERP MOU shall be implemented by May 12, 2017. Rescinded/recalled bargaining unit members with multiple credentials reassigned to a different credential area than they were teaching prior to the layoff will remain in the recalled credential area unless/until the opportunity to be recalled in the original credential area exists.

**2. Transfer/Post and Bid**

The following shall apply to the 2017 Post and Bid:

- a. The 2017 May Post and Bid shall be delayed and shall begin on May 15, 2017.
- b. Any laid off unit member reappointed prior to the close of Post and Bid shall be returned to his or her previous position, if it is available and budgeted.
- c. Any laid off unit member reappointed after the close of Post and Bid and prior to his or her previous position being offered to and accepted by another unit member shall be returned to his or her previous position, if it is available and budgeted.
- d. If a laid off unit member is recalled and there is an unfilled and budgeted position at his/her former site or program for which he/she is qualified, then the unit member shall be offered this position if available at the time of reappointment.
- e. Members' return rights as described in letters b, c and d above will apply only if the unit member is reappointed within the credential area applicable to the members' former position.
- f. If a member who holds more than one credential is reappointed within a credential area other than the one applicable to his or her former position, and prior to the member's placement into or acceptance of a position, additional reappointments occur such that the member would have been reappointed within the credential area applicable to the member's former position, then the member shall have the return rights described in letters b, c and d above.
- g. If any laid off ECE teachers who worked in 12-month positions during the 2016-17 school year are recalled into 10-month positions, and a 12-month position subsequently becomes available, that 12-month position will be offered in

seniority order to such members prior to a less senior member being recalled into that 12-month position, or that position being filled externally. The offer to return to a 12-month position will only be made one time to members in this situation. Notification of the offer to return to the 12-month position shall be in the form of an email to the teacher's district email. The teacher shall have 2 business days to respond.

- h. Any bargaining unit member that has multiple credentials and was not subject to layoffs based on one or more specific credentials can only apply for and/or be placed in a position in the credential area(s) that excluded the member from the layoffs until such time as the members would have been reappointed to the credential area(s) that would have resulted in a layoff notice.

### **3. Additional Work Days for Laid Off Unit Members**

Unit members who are laid off shall be provided the opportunity for fourteen (14) days of work during the month of July 2017 under the following conditions:

- a. Unit members at year-round schools shall have the option of working the last fourteen (14) work days in their current assignments. If the unit member elects not to work these days, such a decision shall have no impact on his/her right to reappointment into a full-time position if his/her layoff is rescinded.
- b. The District shall notify unit members of the opportunity in Item 3a above by a date mutually determined by the parties. The unit member shall have until the close of business on a date mutually determined by the parties to decide.
- c. Laid off unit members not in year-round assignments shall be offered the opportunity to work the fourteen (14) days in all cases where a laid off year-round unit member declines the opportunity to work the fourteen (14) days. Laid off unit members not in year-round assignments shall be offered this opportunity based on seniority and credential status.
- d. In all cases, unit members working the additional fourteen (14) days in July shall be paid their daily (pro rata) rate based on their 2017-18 rate of pay.
- e. Laid off state preschool teachers at year-round schools have the option of working the last twelve (12) work days in the month of July in their current assignment and shall be paid their daily (pro rata) rate based on their 2017-2018 rate of pay .

### **4. Job Share and Reduced Work Load**

Unit members who wish to participate in Job Share under Article 21 shall have until June 1, 2017 for submitting and presenting a written plan for a job share assignment to the site administrator for approval. Unit members who wish to participate in Reduced Work Load under Article 31 shall have until April 21, 2017 for submitting the application to Human

Resources. By a date mutually determined by the parties, the District will inform all administrators responsible for Job Share approvals of the reopening of this process for school year 2017-18.

## **5. Packing and Moving**

Laid off unit members shall receive the following compensation and assistance:

- a. Up to two (2) days visiting teacher pay to pack and move shall be granted during the last two (2) weeks of the school year.
- b. Unit members shall have the option of moving outside of the six (6) hour and thirty-five (35) minute on-site work day or on non-contract days. Unit members selecting this option shall be granted access to their worksite/classroom.
- c. Custodial assistance with packing and moving during the workweek shall be provided.
- d. The District shall allow unit members to store packed and labeled personal belongings in a classroom or enclosed permanent structure until at least August 22, 2017. In the event that a unit member's classroom remains vacant after the start of the school year, the unit member shall be able to continue to store his or her personal belongings until such time as he or she is reappointed, or the site requires the use of the classroom. It will be the unit member's responsibility to contact the site administrator by August 18, 2017, by telephone or email to inquire if the classroom will or will not be vacant after August 22, 2017. Unit members shall sign and date an inventory of stored items that will be verified by the principal or supervisor on the day of the move.
- e. Reasonable access to stored materials by unit members shall be granted during times when the school site is accessible.
- f. All unit members reappointed after the first student day of the 2017-2018 school year shall receive one (1) duty-free day to move into their classroom/site.

## **6. Leaves**

The following shall apply for leave of absences:

- a. Deadlines for applying for long-term leaves of absence in Article 10: Leave Policies shall be waived for unit members who are in layoff status. Upon notice of reappointment, unit members shall have ten (10) calendar days to request a long-term leave of absence. The District shall communicate this leave deadline in any reappointment notice provided to unit members.

- b. The District shall grant long term leaves of absence to reappointed unit members in accordance with the relevant provisions of the Collective Bargaining Agreement (Section 10.6, Section 10.7 or Section 10.8).
- c. Laid off unit members, who have secured employment with another public education agency, and are subsequently reappointed to a position within San Diego Unified, shall upon request be granted leave for the 2017-2018 school year.

**7. Recall Notification process for Permanent Unit Members after May 15**

A permanent unit member who is laid off and receives notice of reappointment shall be notified by email to the member's district email and a phone call to the member's last known phone number given by the unit member to the District. The unit member shall have two (2) business days from the date of the email sent date, to respond to the offer of reemployment.

**8. Waiver of Reappointment by Probationary Unit**

A laid off probationary unit member who receives a reappointment notice shall have the right to waive this reappointment for not more than one school year. Such waiver shall not deprive the unit member of his/her right to subsequent offers of reappointment.

**9. Make-Up Work Days for Permanent Unit Members on Layoff Who Moved From Traditional to Year-Round Calendars**

For laid off permanent unit members who moved from a traditional to a year-round calendar for the 2016-17 school year, attendance at the permanent certificated layoff hearings shall count as workdays for purposes of making up their required fourteen (14) additional workdays provided that the unit member signs in at the hearing and indicates his or her attendance should be counted as a make-up work day and the member remains at the hearing for the entire day.

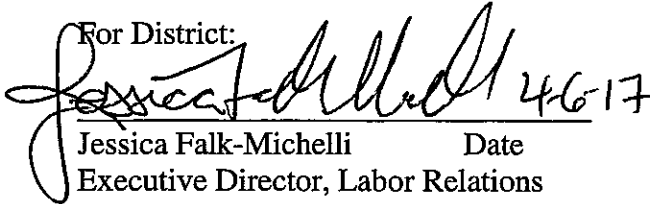
**10. Application for Twelve-Month Pay**

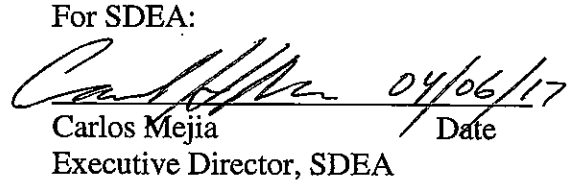
Eligible unit members who are recalled after the enrollment deadline of June 16, 2017 through August 16, 2017 and who are currently not enrolled in the 12-pay option shall have the opportunity to apply for and be granted the 12-pay option for the 2017-18 school year in accordance with the agreement currently in force between SDEA and the district. In order to meet payroll deadlines for regular pay dates the following payroll deadlines must be met:

- a. July payroll deadline: July 16, 2017

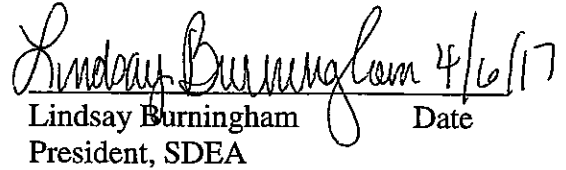
- b. August payroll deadline: August 16, 2017 (employees who do not meet the August payroll deadline will be paid in accordance with the 10-month payment schedule for the 2017-18 school year)

Eligible unit members currently enrolled in the 12-pay option who are recalled between the dates shown above will continue the 12-pay option for the 2017-18 school year in accordance with the agreement noted above.

For District:  
  
Jessica Falk-Michelli      Date  
Executive Director, Labor Relations

For SDEA:  
  
Carlos Mejia      Date  
Executive Director, SDEA

  
Tim Asfazadour      Date  
Chief Human Resources Officer

  
Lindsay Burningham      Date  
President, SDEA