

**SAN DIEGO EDUCATION ASSOCIATION
PROPOSAL
TO THE SAN DIEGO UNIFIED SCHOOL DISTRICT**

FEBRUARY 4, 2010

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

The terms of SDEA's complete proposal to settle the current round of negotiations are outlined in the **three** agreements that follow:

Agreement One:

The Union proposes:

1. A two-year contract term, from July 1, 2008 to June 30, 2010.
2. Salary:
 - a. For the 2008-09 contract year, the salary schedules shall not be changed.
 - b. For the 2009-10 contract year, the salary schedules shall not be changed.
3. The SDUSD Board of Education shall not initiate any certificated layoff, through the Education Code or through Article 19 (Layoff and Reemployment) of the collective bargaining agreement, that would take effect during the 2010-11 school year.
4. The incorporation of tentative agreements, MOU's, other agreements, and contract clean-up already reached during bargaining in the 2008-09 and 2009-10 school years.

Agreement Two:

The Union proposes:

1. A three-year contract term, from July 1, 2010 to June 30, 2013.
2. Furlough days:
 - a. The 2010-11 contract year shall include the following three certificated furlough days: November 1, 2010, November 2, 2010, and May 11, 2011.
 - b. The 2011-12 contract year shall include the three certificated furlough days to be mutually determined by the parties before this agreement is signed. The furlough days shall be student contact days.
 - c. For the 2012-13 contract year the full one-hundred and eighty-four (184) day contract year in Article 8.1.1 shall be restored.
 - d. The percentage of salary reduced shall be equal to .54% of each employee's salary for each furlough day that occurs.
 - e. If, prior to September 1, 2010, the District's Priority-Based Budgeting Process, or any new budgeting process that is implemented by the District, results in a reduced budget gap or budget gap estimate lower than that estimate identified by the District on February 3, 2010, then the furlough days in this section (#2) will be

reduced or eliminated with all corresponding salary restored to the employees. Such reduction or elimination will be applied directly to the restoration of the furlough days above until all furlough days are restored. Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of the application of this provision.

3. Restoration of furlough days for 2010-11:
 - a. Effective July 1, 2010, for each 0.54% increase to the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) for 2010-11 as compared to 2009-10, a furlough day will be restored with the corresponding salary increase (in calendar order) for the 2010-11 year until all three (3) furlough days are restored. Increases to the BRL/ADA shall include all increases to the District's funded BRL/ADA including cost of living adjustments, deficit reduction, equalization aid, and/or any other permanent on-going increase to the District's funded BRL/ADA.
 - b. If the increase to the BRL/ADA is not enough to restore a complete furlough day, or the percent increase to the BRL/ADA is greater than that necessary to restore all three (3) furlough days, then the remaining percentage increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage on July 1, 2010.
 - c. Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of application of the above language in #3a-b, or shall there be an increase to the number of furlough days in #2 above as a result of the application of the above language in #3a-b.
 - d. For the purposes of this section, "funded" BRL/ADA is defined as the statutory BRL/ADA multiplied by the deficit factor.
 - e. Example:

Current year funded BRL/ADA = \$5,300
Prior year funded BRL/ADA = \$5,200
Percent increase in BRL/ADA = 1.92%
($\$5,300 - \$5,200 / \$5,200 = 1.92\%$)

4. The restoration of furlough days in #3a-e above shall apply to the contract 2011-12 as well by advancing the comparison years in #3a-b by one year each.
5. Provision for individuals who retire when furloughs are in effect:
 - a. Bargaining unit members who retire during the 2010-11 or 2011-12 school years shall receive a reimbursement check on the effective date of their retirement for all wage reductions resulting from #2 above.
 - b. Unit members who retire during the during the 2010-11 or 2011-12 school years, and whose CalSTRS Defined Benefit Retirement is negatively impacted due to the furlough days, shall work up to an additional three (3) paid workdays at the end of the school year to offset the furlough days and the impact on their CalSTRS Defined Benefit Retirement.
6. Salary:
 - a. For the 2010-11 contract year, the salary schedules shall not be changed (except as modified by #2 above).
 - b. For the 2011-12 contract year, the salary schedules shall not be changed (except as modified by #2 above).

- c. Effective July 1, 2012, the salary schedules shall be increased by one and one-half percent (1.5%).
 - d. Effective January 1, 2013, the salary schedules shall be increased by one and one-half percent (1.5%).
 - e. Effective June 30, 2013, the salary schedules shall be increased by three percent (3%).
7. Provision regarding increases to the salary schedule due to ADA growth:
- a. In addition to and compounded on any salary schedule increase percentages in #3 and #4 above, retroactive to July 1, 2010, increase each cell of the salary schedules by a percent increase based on an increase in the District's Average Daily Attendance (ADA), if any, calculated annually during the term of the contract as follows:
 - i. The regular P-2 ADA (April 15 as reported on May 1) of the current year shall be compared to the regular P-2 ADA (April 15 as reported on May 1) of the prior year. The increase in ADA, if any, shall be multiplied by the District's funded BRL/ADA for the current year.
 - ii. The dollar amount derived in the paragraph above shall be divided by the agreed upon cost of a 1.0% increase, including the agreed upon statutorily required salary driven costs, to all bargaining unit salary schedules as of July 1 of the current year. This division shall yield the percent increase to be applied to the salary schedules.
 - iii. For purposes of this section, regular P-2 ADA shall be defined as the total District ADA not including the following: ADA transferred to the County Office of Education, adult education ADA and student hours of supplemental instruction.
 - iv. Under no circumstances shall the current salary schedules and rates of pay be reduced as a result of application of the above language.
 - v. Example:
 - Current year P-2 ADA = 5,100
 - Prior year P-2 ADA = 5,000
 - ADA increase = 100 (5,100 – 5,000)
 - 100 ADA X \$5,300 (current year BRL/ADA)
 - = \$530,000
 - Cost of 1.0% increase to all salaries = \$5.5 million
 - (as agreed upon by the parties)
 - Additional increase to all salaries = 0.096%
 - (\$530,000 / \$5.5 million = 0.096%)
8. Provision regarding higher than expected general fund ending balance:
- a. If the sum of the 2009-10 unrestricted general fund ending balance as is reported in the unaudited actual or audit plus the unexpended transfers out is higher than the 2008-09 unrestricted fund balance, the difference shall be applied to the certificated salary schedule.

- b. The dollar amount derived in paragraph #8a above shall be divided by the agreed upon cost of a 1% increase, including the agreed upon statutorily required salary driven costs, to all bargaining unit salary schedules as of September 15 of the current year with confirmation of the audit in December. This division shall yield the percent increase to be applied to the salary schedules.
- c. Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of application of the above language in #8a-b.

9. Benefits:

- a. Any ongoing savings generated through recommendations of the Health and Welfare Benefits Committee, that are ratified and implemented by SDEA and the District, shall be applied directly on a dollar for dollar basis to the SDEA salary schedules on the date such changes take effect. The increase to the salary schedules shall be determined by calculating the benefit expense savings attributable to the SDEA bargaining unit and applying that amount as an equal percentage increase to each cell of the salary schedule. Savings shall be determined after the open enrollment period is completed.
- b. If unilateral changes to benefits are made by VEBA that result in savings to the District, the amount of savings generated by the SDEA bargaining unit shall be applied directly on a dollar for dollar basis to the SDEA salary schedules on the date such changes take effect. The increase to the salary schedules shall be determined by calculating the benefit expense savings attributable to the SDEA bargaining unit and applying that amount as an equal percentage increase to each cell of the salary schedules. Savings shall be determined after the open enrollment period is completed.
- c. Savings equals the level of funding for the next year if no changes occur, minus the actual level of funding after the changes. Example: (2009-10 \$100 million and 2010-11 without changes \$108 million minus the actual \$100 million after changes = \$8 million in savings.)

10. Class size:

- a. Move Article 13.1.1 to Article 3 Definitions.
- b. Delete Articles 13.3.1 and 13.4.2.
- c. Revise Article 13 to reflect that if Class Size Reduction is no longer in effect, K-3 class sizes shall be no greater than 25.5 pupils.
- d. Revise Article 13 to reflect that if Class Size Reduction is in effect, K-3 class sizes shall not be more than 2 students per class beyond the class size limit that is fully funded by the state. At no time shall K-3 class sizes be greater than 25.5 pupils.
- e. Revise Article 13.5.2 to read: Individual teacher's academic classes ~~will average~~ shall be no more than thirty-six (36) pupils each.
- f. Revise the second and third sentences of Article 13.6 to read: The District ~~allocates to~~ shall staff school sites based on the following formulae. ~~Before these formulae are modified, the District will consult with the Association.~~

11. Revise Article 14.2.1 under “frequency” to include the option of a 5-year evaluation for permanent unit members who have been employed for at least 10 years if the unit member meets the state qualifications for such an evaluation, and if both the unit members and the evaluator agree. This revision shall include a provision for either the unit member or evaluator to withdraw consent, but the stated reason or cause shall not be arbitrary or capricious.
12. Revise 10.4.2 to read: Unit members may use up to ~~two (2)~~ five (5) days per school year of accumulated sick leave for personal business.
13. Revise Article 34 of the contract to make Letters of Reprimand and Suspensions subject to the grievance procedure, rather than the existing process in Article 34.
14. SDEA resubmits its proposal on the Proposition “S” Memorandum of Understanding.

Separate Memorandum of Understanding

SDEA and SDUSD shall enter into a separate MOU, to be signed and ratified by both parties one week in advance of the SDUSD ratification dates for Agreement One and Agreement Two of this proposal, which declares both agreements null and void if either agreement is not ratified by one or both parties. Additionally, this MOU shall stipulate that the SDUSD Board of Education must ratify both Agreement One and Agreement Two *before* SDEA ratifies these agreements, and shall include the dates that SDUSD and SDEA will schedule such ratifications.