

**San Diego Unified School District
Proposal to the
San Diego Education Association**

Passed October 23, 2014

INTRODUCTION

From the beginning of the negotiations process the District has emphasized four points:

1. We approach all of our decisions in the context of Vision 2020 and the quality indicators supporting the Vision, and we believe the accomplishment of this mission for students and families depends on the District and our employees pursuing this common set of goals.
2. Negotiations presents an opportunity for the District and SDEA to come together in an environment that includes mutual respect, collegiality, open sharing of information and ideas, understanding of each other's interests, mutual identification of fiscal and other obstacles and opportunities in approaching total compensation, and a commitment to work toward the mutual goal of establishing a world-class school system for all of our students.
3. The District considers SDEA's *Fight for 5!* campaign goals to be in alignment with Vision 2020 and our quality indicators.
4. Current fiscal realities and other factors render significant progress on the *Fight for 5!* goals unattainable in the short term, and not attainable at all without frank discussion of data, financial information and other considerations related to these goals.

Now that the parties have brought all bargaining topics to the negotiations table, and because the parties have discussed a mutual desire to close negotiations sooner rather than later, the District is presenting this Proposal to move toward agreement.

The total cost of this proposal is \$12 million. To arrive at this amount and the proposed means of expending the amount, the District Board, Superintendent, administration and bargaining team engaged in significant analysis and discussion regarding financial realities and possibilities, including looking closely at the questions and suggestions SDEA made at the most recent negotiations session, as well as the best interests of students. We all clearly understand that this amount does not meet the long-term goals of SDEA *or* the District, but fiscal realities require a more long-term strategy. Stated another way, the District is not in a financial position to consider the more than \$85 million collective cost of SDEA's current proposals.

Accordingly, a rejection of SDEA proposals that entail a cost is not necessarily a rejection of the proposal itself, but is based on current fiscal realities and limited financial resources in the short

term. The District is, and remains, committed to addressing these issues in future negotiations, and hopes that SDEA will commit to doing so collectively.

PROPOSAL

The District proposes that the parties enter into a two year agreement containing the following provisions:

1. Total Compensation.

- a. A sum of \$7.375 million to be directed to augment unit member or retiree compensation during the term of the agreement, in a manner to be determined through negotiations.
 - i. In this regard, and consistent with statements of interest made by SDEA, the District is open to and interested in discussing various options for applying these dollars to unit member compensation.
 - ii. The District is also interested in discussing a modification of practice, including a modification of the salary schedule, which would allow for movement across the columns of the salary schedule based upon the successful completion of District-based professional development opportunities, as opposed to movement occurring only in the context of the attainment of college units.
 - iii. The District is also interested in exploring providing additional resources to provide support for summer professional development for high concentration schools.
 - iv. This sum is inclusive of any increased costs associated with provision of negotiated compensation to unit members and/or retirees including but not limited to variable and statutory costs, increases in benefits costs associated, or resulting increases in stipend or differential costs associated with the changes.
- b. The District also proposes that the parties agree to establish an ad-hoc committee, to meet during the remainder of the 2014-15 school year, to: 1) study and report on the elements of total compensation of SDEA members and the level of financial impact associated with various elements of *Fight for 5!* goals; 2) study and report on the degree to which the District loses teachers to other school districts or other professions, and the reasons for any difficulties in attracting and retaining teachers; and 3) develop an agreed-upon group of comparable school districts, and data to collect from those districts, to analyze compensation for purposes of future negotiations and promotion of the mutual goal of attracting and retaining quality teachers. The results of the committee's work will be shared on or before August 31, 2015.

- c. **Benefits.** No change to health benefit or plans during the term unless mutually agreed to, though the District will propose clean up to the current Article to address, amongst other things, modifications related to implementation of the ACA and marriage equality and removal of outdated contract language.

2. Class Size.

- a. The District proposes that the parties enter into a three-year Memorandum of Understanding (MOU), binding and enforceable by the Grievance Article of the collective bargaining agreement, containing the following provisions:
 - i. For the 2015-16 school year TK/K and Grade 1 will be allocated at 24:1, and elementary schools will continue to meet contractual staffing requirements in Article 13.3.3 for classes to be an average of 25.5:1 in Grade 2, and allocated at 25.5:1 ratio in Grades 3.
 - ii. For the 2016-17 school year TK/K, Grade 1 and Grade 2 will be allocated at 24:1, and elementary schools will be allocated at 25.5:1 in Grade 3.
 - iii. Commencing with the beginning of the 2017-18 school year individual school wide class averages for grades TK-3 shall not exceed 24 pupils per regular classroom teacher.
 - iv. Language to ensure that prior to July 1, 2017, to the extent individual school site class size averages for grades TK-3 would not otherwise meet the requirements of LCFF, the MOU constitutes an “alternative annual average class enrollment for each schoolsite” within the meaning of Education Code section 42238.02(d)(3)(B), (C), and (D).
 - v. Language specifying that the 2017-18 class averages in the MOU are an ongoing obligation (unless otherwise negotiated) and will be incorporated into the full collective bargaining agreement that includes the 2017-18 school year.
 - vi. (Note: the cost associated with this proposal for 2015-16, including salary, variable, statutory and health and benefits cost associated with the staffing committed to the proposal, is committing \$ 3.03 million.)
- b. Adding language to Nurse and Counselor caseload provisions of the Class Size Article, to recognize that in addition to a baseline allocation for Counseling and Nursing services, concentrated services will be provided to address student needs, and other changes to the language of the Article, as reflected in **Exhibit 1**. (Note: the District proposes the remaining dollars associated with this proposal will fund these concentrated Counseling and Nursing services, including salary, variable, statutory and health and benefits cost associated with the staffing committed to the proposal.)

3. Transfer. No changes to the Transfer Article.

4. **Other Articles.** Agreement on the following articles/proposals that were previously proposed to SDEA:

- a. Visiting Teachers
- b. Evaluation
- c. Special Education
- d. Hours

5. **Tentative Agreements Already Reached**

- a. Leaves (Article 10)
- b. Safety (Article 11)
- c. Grievances (Article 15)
- d. Job Sharing (Article 21)
- e. Furlough Days (Article 34)