

Summary of Tentative Agreements on Remaining Subjects

Between the San Diego Unified School District and the San Diego Education Association

April 30, 2015

In addition to the tentative agreements already reached, the parties have reached agreement on the remaining subjects, summarized below and attached. The parties will incorporate the specific, agreed-upon language into the appropriate contract articles and appendices in a Final Tentative Agreement.

- 1) Wages
 - a) 1% on salary schedule, retro to 7/1/14. Every effort will be made to have the retroactive payment process by June 30, 2015, but no later than August 1, 2015
 - b) 4% on salary schedule, effective 7/1/15
 - c) Column adjustments effective 7/1/16. Specifically:
 - (1) Column 13 will change from BA+72 with Masters, to BA+72 or BA+66 with Masters;
 - (2) Column 14 will change from BA+90 with Masters, to BA+90 or BA+84 with Masters.
- 2) Health Benefits for all three years of agreement.
- 3) BTSA costs paid by District for the term of the agreement.
- 4) K-6 class size shall not exceed 35 for more than 30 days, effective for the 2016-17 school year.
- 5) Physical Education classes – A unit member's average enrollment per period (i.e. total student enrollment / # of PE periods), over a 10 week period, shall not exceed 50. Starting at the end of the first month of the school year, the CAC shall be provided with a monthly report of all secondary physical education teachers whose classes (excluding athletic periods) exceed the 50 average. The purpose of receiving this data shall be to develop and implement solutions to outstanding class size problems.

- 6) Staffing at Elementary and Middle School Sites with High Unduplicated Counts
 - a) For the 2015-16 and 2016-17 school years, elementary and middle school sites with an unduplicated count of ninety percent (90%) or higher, based on data from December of the previous school year, shall receive one additional FTE to provide increased unit member staffing resources. (See Appendix ____, which will be updated in December 2016.) These supports may include lowering class size at grades TK-8, or providing additional support or enrichment services directly to students. School Site Governance Teams (SGT) shall determine how to allocate the additional staff. For the 2015-16 school year the SGT's decision-making process shall be completed no later than June 15, 2015, and for the 2016-17 school year the SGT's decision-making process shall be completed no later than April 1, 2016.
 - b) Elementary schools covered by 6(a) shall be allocated at 22:1 at grades TK-3, and the additional FTE in Section 13.5.1 is included in the 22:1 allocation.
- 7) Staffing Allocation language in Article 13 applies to actual allocations for the 2015-16 school year (as of October 31, 2015), and applies to any allocation (tentative or final) beginning January 1, 2016. This includes a resolution of the current grievance on the subject, attached.
- 8) Retirement incentive as described in attached MOU.
- 9) Part time unit members who work less than 138 days in one (1) school year, but work a total of 138 or more days in two (2) consecutive school years can accumulate days worked from year to year in order to qualify for step advancement. Days worked in the final year of accumulation cannot be combined with days worked in future years for step advancement.
- 10) Settlement of grievance related to secondary class sizes in the 2014-15 school year, attached.
- 11) After approval of the 2016-17 state budget, the parties will reopen negotiations on 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.

For SDEA:

Tim Hill 4-30-15
 Tim Hill Date

Lindsay Burningham 4-30-15
 Lindsay Burningham Date

For the District:

Mark Bresee 4/30/2015
 Mark Bresee Date

Jennie Carbuccia
 Jennie Carbuccia Date

Kisha Borden _____ Date

Lamont Jackson _____ Date

Kristin Brown 4/30/15

Kristin Brown _____ Date

B. Nguyen 4-30-15

Bernadette Nguyen _____ Date

Jared Enyart 4/30/15

Jared Enyart _____ Date

Sonia Picos _____ Date

~~*Donna Pilkington*~~ 4/30/15

Donna Pilkington _____ Date

Jenny Salkeld 4-30-15

Jenny Salkeld _____ Date

Ron Reese 2015 Apr 30

Ron Reese _____ Date

Jim Solo _____ Date

Abdul Sayid 4/30/15

Abdul Sayid _____ Date

Sue Weir 4/30/15

Sue Weir _____ Date

Patrick Schoettler _____ Date

Kristine Morshead 4/30/15

Kristine Morshead _____ Date

GRIEVANCE SETTLEMENT AGREEMENT
April 30, 2015

Secondary Class Size Grievance
Grievance No. G-15-002

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this Grievance Settlement Agreement ("Agreement").

The Parties desire to resolve this grievance amicably and avoid costs associated with arbitration. Accordingly, the Parties mutually agree to resolve the dispute, without reaching the merits of the grievance, with the terms set forth below:

1. The Parties agree that Article 13.5.2 was violated.
2. SDEA waives any other known or unknown claims relating to Article 13.5.2 during the 2014/15 school year, except related to the District's failure to implement this Agreement, based on framework of remedies set forth in Section 6 and 7 of this Agreement.
3. The Parties agree that for all secondary academic classes with enrollment over 36 students for 2014/15 school year, the District agrees to make each affected teacher whole by providing:
 - a. \$400 stipend, per semester, for teachers with one period over 36 students.
 - b. \$1000 stipend, per semester, for teachers with more than one period over 36 students.
 - c. An additional \$1000 stipend, per semester, for teachers with any section of 40 students or higher.
 - d. The above stipends will apply to all teachers who taught at least one period with over 36 students after September 30, 2014 (for first semester classes) or after February 5, 2015 for traditional schools or March 11, 2015 for year-round schools (for second semester). No stipends will be paid for classes for over 36 students prior to these dates. For the purposes of this Agreement, academic classes shall be defined as all classes with the exception of music, business education, and physical education.
 - e. The attached lists are the teachers who taught at least one period with over 36 students for the 2014/15 year to date. The District will process payment of the stipend for each of the listed teachers within 45 days from the execution of this Agreement.
 - i. Unit members who have already been provided a stipend based on a site-level grievance settlement are entitled only to the difference between that stipend amount and that provided under this Agreement.
 - ii. Any additional unit members who are not on the attached list but can demonstrate that they meet the requirements for a stipend for either semester of 2014/15 shall provide proof to the District by June 15, 2015. If the District finds the proof satisfactory, the District will process payment of the stipend for 2014/15 for these additional members within 30 days from submission. Failure to provide proof by June 15, 2015 shall be deemed a waiver of the right to claim a stipend.

4. Any resolution reached to a secondary class size grievance at Step 1 or 2 during 2014/15 is non-precedential.

This Agreement settles Grievance No. G-15-002 in its entirety as of the date of this fully executed Agreement.

This Agreement is non-precedential and only addresses the allegations and facts of this Grievance No. G-15-002.

For the purposes of this Agreement, there is no prevailing party.

Tim Hill 4-30-15
Date
San Diego Education Association

Jennie Carbuccia 4/30/15
Date
San Diego Unified School District

Lindsay Burningham 4/30/15
Date
San Diego Education Association

Bernadette Nguyen 4-30-15
Date
San Diego Unified School District

GRIEVANCE SETTLEMENT AGREEMENT
April 30, 2015

Secondary Allocation Grievance
Grievance No. G-15-___

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this Grievance Settlement Agreement ("Agreement").

The Parties desire to resolve this grievance amicably and avoid costs associated with arbitration. Accordingly, the Parties mutually agree to resolve the dispute, without reaching the merits of the grievance, with the terms set forth below:

1. Allocation formulas within the contract (Section 13.3.1) will be followed and adjustments will be made to the final staffing allocations in Fall of 2015. Effective January 1, 2016, ~~and~~ and for purposes of clarifying existing language, the implementation of the secondary class size allocations shall be applied to all staffing allocations, including tentative and final. This settlement is contingent upon the parties ratifying the Collective Bargaining Agreement for July 1, 2014 through June 30, 2017.
2. Within ten days after the final basic secondary allocation, Article 13, Section 5.1, of certificated personnel units (CPU) for academic classes is complete any unit member who was involuntarily transferred due to excessing per Article 12, Section 7, as a result of tentative allocations for the 2015/2016 school year shall be given the right to return to the site they were excessed from, if the additional CPU is used for a position for which the unit member is qualified for. The process to recalculate allocations and return to a site shall occur no later than October 31, 2015.

This Agreement settles Grievance No. G-15-___ in its entirety as of the date of this fully executed Agreement.

This Agreement is non-precedential and only addresses the allegations and facts of this Grievance No. G-15-___.

This Agreement is not, and shall not be construed as an admission of liability, fault or wrongdoing of any kind by any of the Parties hereto.

For the purposes of this Agreement, there is no prevailing party.

 4/30/15
Tim Hill Date
San Diego Education Association

 4/30/15
Jennie Carbuccia Date
San Diego Unified School District

 4/30/15
Lindsay Burningham Date
San Diego Education Association

 4-30-15
Bernadette Nguyen Date
San Diego Unified School District

MEMORANDUM OF UNDERSTANDING
Between the San Diego Unified School District
And the San Diego Education Association

Retirement Incentive

April 30, 2015

The District will provide a retirement incentive that must include a minimum of 125 SDEA permanent, contracted, unit members who retire at the conclusion of the traditional or year-round school year (June and July, 2015). Unit members must submit their intent to retire to the District by June 15, 2015. Unit members who submitted an intent to retire prior to the date of this MOU, and whose retirement will take effect after the date of this MOU, are eligible to participate.

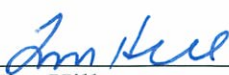
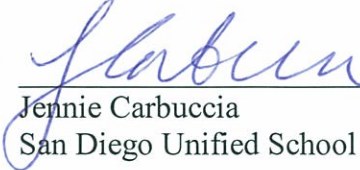


In the event the April 30, 2015 Tentative Agreement is not ratified, or the minimum threshold of 125 members is not met, the retirement incentive shall be cancelled and the members may rescind their retirement.

The retirement incentive is available to unit members who:

1. Are age 55 or more and have 17 years of service in positions in the bargaining unit and,
2. Notify the District of their intent to participate in the retirement incentive within the timeline defined above and then complete the necessary CalSTRS paperwork and resignation form for purposes of retirement. Notification must be received by the District no later than June 15, 2015.
3. Are covered under a District sponsored group medical benefit plan as an employee immediately prior to the effective date of retirement with CalPERS or CalSTRS.
4. Enroll in the District retiree medical plan beginning immediately upon retirement effective date. Participant must remain on the District retiree medical plan in order to continue to be eligible for the retirement incentive payment.

Unit members who meet the requirements above will be provided up to \$5,000 per year or the total cost of the plan the retiree is enrolled in, whichever is less, toward the cost of retiree medical premiums. This amount will be applied in 12 equal increments over the course of each plan year, beginning no sooner than July 2015. This amount will be in addition to the SDEA/SDUSD Joint Employee Welfare Benefits Trust (JEWBT) contribution defined in the SDEA Collective Bargaining Agreement. That amount is currently \$340 per month.

Eligibility for this retirement incentive payment shall continue for 5 years from the date of retirement, until the retiree no longer participates on the District retiree medical plan or until the retiree turns 65 whichever comes first. Five years shall be defined as through July 2020.

 _____ Tim Hill San Diego Education Association	4-30-15 Date	 _____ Jennie Carbuccia San Diego Unified School District	4-30-15 Date
 _____ Lindsay Burningham San Diego Education Association	4-30-15 Date	 _____ Bernadette Nguyen San Diego Unified School District	4-30-'15 Date