

**TENTATIVE AGREEMENT
BETWEEN
THE SAN DIEGO EDUCATION ASSOCIATION
AND THE
SAN DIEGO UNIFIED SCHOOL DISTRICT**

**CERTIFICATED REDUCTION IN FORCE – IMPACTS AND EFFECTS
JUNE 8, 2011**

#1 Health and Welfare Benefits

Health and welfare benefits provided under *Article 9: Health and Welfare Benefits* shall continue through September 30, 2011 for all laid off bargaining unit members.

#2 Transfer/Post and Bid

The following exceptions to *Article 12: Transfer Policies* shall apply to the July 2011 Post and Bid:

- a. Laid off unit members reappointed prior to the close of Post and Bid shall be returned to their position.
- b. Laid off unit members reappointed after the close of Post and Bid and prior to their former position being offered to and accepted by another unit member shall be returned to their position.
- c. If a laid off unit member is reappointed and there is an unfilled position from the July 2011 Post and Bid at his/her former site for which he/she is qualified then the unit member shall be offered this position if available at the time of reappointment.

#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 2011 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such a decision shall have no impact on his/her right to reappointment into a full-time position if his/her layoff is rescinded.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 #3a above by June 17, 2011. The unit member shall have until the close of business on June 24, 2011 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

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members not in year round assignments shall be offered this opportunity based on seniority, credential status, and NCLB compliance.

- 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 2011-12 rate of pay.

#4 Job Share

Unit members participating in Job Share under Article 21 shall have until July 1, 2011, for submitting a written plan for a job sharing assignment and presenting that written plan to the site administrator for approval. By June 17, 2011, the District will inform all site administrators responsible for Job Share approvals of the reopening of this process for the school year 2011-12.

#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.
- 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 personal belongings in a classroom or enclosed permanent structure until August 30, 2011. 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.

#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) days to request a long-term leave of absence. The District shall communicate this leave deadline in any reappointment notice provided to unit members.

#7 Waiver of Reappointment by Probationary Unit Member

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.

J. Anderson 6/8/11
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#8 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 2010-11 school year, attendance at the permanent certificated layoff hearings shall count as workdays for purposes of making up their required fourteen (14) additional workdays.

FOR THE UNION:

B. Freeman
C. J. Lutz

DATE: July 8, 2011

FOR THE DISTRICT:

Lawrence M. Schaefer
[Signature]

DATE: 6/8/11