

**TENTATIVE AGREEMENT BETWEEN  
SAN DIEGO EDUCATION ASSOCIATION  
AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
JUNE 19, 2012**

*This tentative agreement shall not be effective until and unless it has been ratified by SDEA and the SDUSD Board of Education. By their signatures herein the SDEA and SDUSD bargaining teams acknowledge they are entering into a good faith commitment to support this Agreement.*

**A. Rules for Bargaining (See attachment #1)**

The parties agree that each of them has the authority to carry out the provisions of this Agreement and neither party will act unilaterally contrary to its terms, nor the terms of the ground rules signed by the parties on June 8, 2012.

**B. 2012-13 Layoffs**

The District will recall all 1,372 unit members in the K-12 program. 1,090 unit members of the total of 1,372 noticed unit members will be sent a written notice of recall by June 30, 2012. The remaining unit members will be sent a written notice by June 30, 2012 that they will be recalled as budgeted positions become available and, in no event, later than September 30, 2012. These recalls are subject to the rights of units members released in May 2011 and who did not return to the District in 2011-12.

Any unit member not placed in a budgeted position by June 30, 2012 will be made whole on the condition that the affected unit members participate in the certificated substitution program prior to placement in a regular budgeted position. The large majority of all unit members will be reappointed to regular positions with the goal of returning them to their prior positions.

The District will restore 109 FTE of unit members in the Early Childhood Education (ECE) Program on or before June 30, 2012. The District and SDEA share a commitment to the ECE Program and will work jointly to seek full funding from state and federal sources. The District is pursuing additional funding by applying for ECE slots for children abandoned by a number of local agencies. Positions for unit members in ECE will be restored upon successful applications for those slots. The ECE Program restorations will occur upon confirmation of the allocation of sufficient federal and state funds to provide for reappointment of unit members.

**C. If either or both of the November 2012 Tax Initiatives Pass and/or BRL/ADA is increased during the term of these Agreements**

1. The 2% salary increase scheduled to take effect on July 1, 2012, the 2% salary increase scheduled to take effect on January 1, 2013 (except as noted below), and the 3% salary increase scheduled to take effect on June 30, 2013 will be deferred and if not implemented by the end of the agreed to term of these contracts shall roll over into a successor agreement after June 30, 2014.
2. SDEA unit members will continue to have 5 furlough days during the term of these Agreements. To the extent allowed by law, furlough days will be scheduled on student instructional days. SDEA and the District will jointly determine when furlough days are to be scheduled.
3. Removal of Furlough Days, Restoration of Deferred Salary Raises and Additional Salary Increases
  - a. With available funds from 57% of any permanent ongoing increase in the then current fiscal year over and above the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) set by the State Budget for fiscal year 2012-13 (\$5,321.11 as the base for the term of the Agreements) the following will occur in order:
    - i. First, the salary increase scheduled to take effect on January 1, 2013 will occur up to 2% based on available funds. If there is additional ongoing BRL/ADA authorized for the 2012-13 fiscal year, and the District actually receives the revenue after July 1, 2013, a retroactive salary payment will be made from January 1, 2013 forward. The retroactive payment and implementation of this salary increase will occur when the revenue is actually received.
    - ii. Next, a furlough day will be restored with the corresponding salary until all furlough days are restored to school/work days (cost: \$2,250,000.00 for the unit per day restored). (See also C below.)
    - iii. Next, if the increase to the funded 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 furlough days, then the remaining percentage increase shall be used to immediately implement the restoration of the remaining deferred salary increases proportionately (e.g. funding would only fund 1% instead of 2%).
    - iv. Once the funded BRL/ADA is greater than that necessary to restore all furlough days and all deferred salary increases, then the remaining percentage increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage.
4. In any event, if the initiative(s) passes, and in acknowledgement of unit members who otherwise would not be eligible for step increases in 2013-14, the last step on all columns of all salary

schedules will be increased 1% effective July 1, 2013. The total amount is not to exceed \$2 million.

\* If the Munger Tax Initiative is enacted and impacts, supersedes, or otherwise alters the Governor's Tax Initiative, the parties shall immediately meet to discuss and make all reasonable efforts to address the differences and funding consequences of that initiative. The intent is to carry out this Agreement, but with accommodations for a different funding stream.

**D. Other Means to Restore Furlough Days & Instructional Days**

SDEA and the District share the objective of restoring the furlough days to all unit members and restoring the full school year for students. It is recognized that the District receives revenue from a number of sources in addition to BRL/ADA. Should unanticipated unrestricted revenues (not BRL/ADA as defined in this Agreement) become available from currently unknown sources or net savings from the Retirement Incentive Program (see Section E., below), the funding will be used to restore school days/furlough days in either fiscal year of this Agreement for which the funds are available and applied proportionally in line with funding received.

**E. If both November 2012 Tax Initiatives Fail and the BRL/ADA decreases**

1. The July 1, 2012, January 1, 2013, and June 30, 2013 salary increases incorporated into the current 2012-13 contract will be deferred and, if not implemented by the end of the term of this Agreement, shall rollover into a successor Agreement. In addition, there will continue to be 5 furlough days in both the 2012-13 and 2013-14 fiscal years. To the extent allowed by law, furlough days will be scheduled on student instruction days. SDEA and the District will jointly determine when furlough days are to be scheduled.
2. In the event both of the November 2012 Tax Initiatives fail and the state budget revenues trigger K-12 reductions to the current \$5,231.11 BRL/ADA, then bargaining unit members shall be furloughed up to 14 additional days with corresponding salary reductions, in the same rates as calculated in fiscal years 2010-11 and 2011-12, for each furlough day during the 2012-13 contract year.
  - a. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$0.00-31.50, the work year shall be reduced by 1 day.
  - b. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$31.51-63.00, the work year shall be reduced by 2 days.
  - c. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$63.01-94.50, the work year shall be reduced by 3 days.
  - d. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$94.51-126.00, the work year shall be reduced by 4 days.
  - e. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$126.01-157.50, the work year shall be reduced by 5 days.

- f. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$157.51-189.00, the work year shall be reduced by 6 days.
  - g. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$189.01-220.50, the work year shall be reduced by 7 days.
  - h. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$220.51-252.00, the work year shall be reduced by 8 days.
  - i. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$252.01-283.50, the work year shall be reduced by 9 days.
  - j. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by than \$283.51-315.00, the work year shall be reduced by 10 days.
  - k. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$315.01-346.50, the work year shall be reduced by 11 days.
  - l. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$346.51-378.00, the work year shall be reduced by 12 days.
  - m. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$387.01-409.50, the work year shall be reduced by 13 days.
  - n. If the SDUSD 2012-2013 funded Base Revenue Limit (BRL) per unit ADA is reduced by \$409.51-441.00, the work year shall be reduced by 14 days.
3. Furlough days implemented based on a partial reduction in BRL/ADA (e.g., reduction is \$25.00 instead of \$31.50) will be implemented as full days. However, 66% of the difference between actual reduction in BRL/ADA and the top of the applicable range will be paid as a one-time payout to each unit member proportionally based on each member's then current salary and work year/FTE after the District has received final notification of the annual BRL/ADA.
  4. "Base Revenue Limit (BRL) per unit of ADA" or "BRL/ADA" as used herein refers to the District's actual unrestricted ongoing funded base revenue limit per unit of average daily student attendance, after all deficit factors have been applied, including but not limited, to deficit reduction, equalization, and any other ongoing unrestricted changes to state school funding units of ADA. (Current projected amount from SDCOE: \$5,321.11 per ADA.) That term is used and calculated in the state budget adopted and signed by the Governor in summer 2012 and 2013.
  5. The District will proceed in bargaining with other units seeking the same number of furlough days stated herein or their equivalent reductions.
  6. The parties agree that they will jointly review the impact of BRL/ADA loss of revenues to the District and begin meeting once the Governor issues the January 2013 State Budget statement. The net decrease in revenues will determine the number of furlough days for 2013-14.
  7. The parties agree that each of them has the authority to carry out the provisions of this Agreement and neither party will act unilaterally contrary to its terms, nor the terms of the ground rules signed by the parties on June 8, 2012

**F. Exception to Furlough Days for Unit Members Assigned to Child Development Centers**

Unit members assigned to Child Development Centers will be furloughed for no more than 2 days in any one fiscal year of these Agreements. Unit members assigned to Child Development Centers are included in provisions of these Agreements related to the restoration of furlough days.

**G. Professional Development**

Provided there is no loss in federal funds, the District will provide 1 day of professional development on every campus at pro rata pay to all unit members during the 2012-13 year. The professional development is to occur on a non-workday. In January 2013, federal funding will be confirmed. At this time, a joint review will take place with the goal of funding a second day of professional development on common core standards to be implemented at every campus for all unit members. Differentiated training for nurses will be provided. This professional development program will be jointly created and reviewed after the federal funding is confirmed. The District will provide release for those SDEA unit members (up to 10) participating in the creation and review of the professional development program.

**H. Retirement Incentive**

The District will provide a retirement incentive to the first 300 eligible unit members per year, and may provide to remaining eligible unit members based on cash availability, a one-time \$25,000 bonus paid in fiscal year 2012-13 or 2013-14, i.e., the first year of retirement, to unit members who:

1. Are age 55 or more and have at least 25 years of service in positions(s) in the bargaining unit, and
  - a. Notify the District by August 1, 2012 of their intent to participate in the retirement incentive, and then complete the necessary CalSTRS paperwork and resignation for purposes of retirement, before the first day of the 2012-13 school year. All unit members who were employed in the 2011-12 school year and retire prior to the start of the 2012-13 school year will receive this incentive.
  - b. Or notify the District by March 1, 2013 of their intent to participate in the retirement incentive, and then complete the necessary CalSTRS paperwork and resignation for purposes of retirement by June 30, 2013.

In the event that the District realizes net savings as a result of the Retirement Incentive Program, the District will commit the net savings to the restoration of the full work year for all unit members and full school year for students. See Section C., above.

**I. Term of the Contract**

The parties agree to a new 1-year Agreement to begin July 1, 2013 and extend through June 30, 2014. All other terms of the 2010-13 contract will remain in full effect for the 2013-14 contract

except as provided for in this Agreement. All dates within the contract will be changed as appropriate in the new Agreement. Example: Section 34.3 of the contract is continued with corrected dates for the 2012-13 and 2013-14 school years.

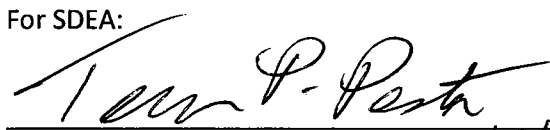
**J. Health Care Trust Fund for Laid Off Unit Members**

Any unit member (K-12 or ECE) who is not placed in a budgeted position before July 1, 2012 will maintain uninterrupted healthcare benefits for up to three months, on a pro rata basis, if that unit member was noticed in 2012 for lay-off in 2012-13. In exchange, SDEA waives any and all claims to the alleged premium savings realized under the February 26, 2010 Agreement and withdraws Grievance G-11-040 with prejudice concerning the health and welfare benefit plan changes implemented as the result of the February 26, 2010 Agreement. SDEA and the District agree that the fund will be maintained in the Budget Set Aside account during the next two fiscal years. The District will set aside \$1.5 million in each fiscal year of these Agreements. In either of those fiscal years, if there is a certificated RIF, the set aside funds will be used in July, August, and September of the ensuing fiscal year to pay for extended healthcare benefits. Before the end of these Agreements the parties will establish and maintain a trust fund, with costs paid from the fund, for the purpose of extending healthcare benefits to unit members who may suffer a layoff in future years beyond the term of these Agreements. The trust fund will be established with the residual funds minus the costs of establishment and administration. In any fiscal year, if there is a certificated RIF, the trust fund will be used in July, August, and September of the ensuing fiscal year to pay for extended healthcare benefits. The fund will be managed similarly to the Retiree Medical Benefits Fund; a joint SDEA-SDUSD Board of Trustees will be responsible for investing and administering the assets of the trust.

**K. Joint Committee on Budget**

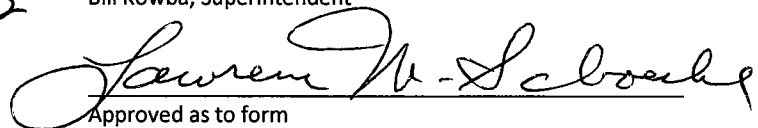
The parties will establish a Joint Committee which will consist of four members from each party to meet on an "as needed" basis, but not less than once per year, to provide and discuss information on the State Budget and the District Budget. The parties may also make suggestions on budget solutions for cost cutting and plan for implementation of any solutions, such as attrition, not filling of vacant positions, or other staff reductions. The parties agree to this process, however, this section will not be included in the contract.

For SDEA:

  
Terry Pesta, Bargaining Chair  
6/19/12

For SDUSD:

  
Bill Kowba, Superintendent

  
Approved as to form

Agreement for Limited Negotiations for 2012 -13

The parties recognize that the Collective Bargaining Contract between the Board of Education San Diego Unified School District and the San Diego Education Association, hereinafter referred to as ["the Contract"] is in full force and effect until June 30, 2013.

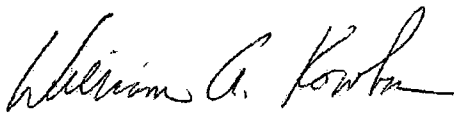
The parties agree to meet and negotiate for the sole purpose of:

1. providing for the recall of the currently laid off ~~teachers~~ <sup>educators</sup> by possibly redirecting funds from salary schedule increases for 2012-13 and/or possibly continuing furlough days for the 2012 -13 school year;
2. modifying the dates for Post and Bid;
3. providing continued health care coverage for ~~teachers~~ <sup>educators</sup> not recalled before July 1, 2012;
4. providing a retirement incentive bonus;
5. providing for per diem compensation for district provided training to augment educator pay;
6. providing for the extension of the term of the contract until June 30, 2015; and
7. possible settlement of grievance related to healthcare.

Good faith negotiations on these items and these items alone shall begin no later than June 10, 2012 in order to reach agreement on the manner and timing of the agreements on the seven (7) items listed above. If the parties are unable to reach a mutual agreement on one or more of the topics listed above, all other terms of "the Contract" shall continue in full force and effect without change or unilateral action by either of the parties.

Except for possible modifications to the seven (7) items listed above, all other matters within the scope of bargaining have been negotiated and agreed upon.

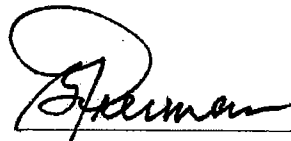
The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and Association.



For the District

Date

6/8/12



For the Association

Date

6/8/12