

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

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**FEBRUARY 26, 2010**

**Agreement One:**

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.

**Agreement Two:**

1. A three-year contract term, from July 1, 2010 to June 30, 2013.
2. The incorporation of the following tentative agreements, other agreements, and contract clean-up reached during bargaining in the 2008-09 and 2009-10 school years (note: renumber articles and sections in the contract as necessary to incorporate the changes below):
  - Eliminate Section 7.4, *Longevity Improvement and Elimination of Attendance Incentive*, in its entirety.
  - Accept the District's January 15, 2009 proposed language re: Section 8.1.1, *Contract Duty Days*.
  - Accept the District's January 15, 2009 proposed language re: Section 8.9, *Emergency Class Coverage*.
  - Eliminate Section 8.16.5, *Moves taking place between July 1, 2006 – November 30, 2006*, in its entirety.
  - Eliminate Section 9.1.2, *2006-2007 Benefits*, in its entirety.
  - Eliminate Section 9.1.3, *2007-2008 Benefits*, in its entirety.
  - Eliminate Article 22, *Professional Growth*, in its entirety.
  - Eliminate Article 35, *Peer Coach Staff Developer Selection Process*, in its entirety.
  - Eliminate Appendix K, *Commitment to Shared Responsibility*, in its entirety.
  - Eliminate Appendix L, *Peer Coach/Staff Developer Position Description*, in its entirety.
  - Eliminate Appendix O, *Diagnostic Resource Teacher Side Letter of Agreement*, in its entirety.
3. Incorporation of the following MOU's reached during bargaining in the 2008-09 and 2009-10 school years, to the extent necessary:
  - SERP MOU of March 2, 2009
  - SERP MOU of May 15, 2009
  - Special Education Certification Program MOU of June 12, 2009

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- Memorial Academy of Learning MOU of June 12, 2009
- Joint Workload Committee (special education) MOU of June 4, 2009
- Unit Member Workload (2008-09 Actions) of November 18, 2009
- Unit Member Workload (Article 8) of November 18, 2009

4. Furlough days:

- The 2010-11 contract year shall include five (5) certificated furlough days to be mutually determined by the parties on or before March 12, 2010. The furlough days shall be student contact days.
- The 2011-12 contract year shall include five (5) certificated furlough days to be mutually determined by the parties on or before January 8, 2011. The furlough days shall be student contact days.
- To implement Sections 4a and 4b, bargaining unit member work years will be reduced accordingly, if furloughs are in effect, to ensure that employees receive a complete year of service credit for 2010-11 and 2011-12. Additionally, before this agreement is ratified for the 2010-11 contract year and on or before January 8, 2011 for the 2011-12 contract year, the parties agree to cooperate to ensure that the annual reduction in instructional minutes complies with the requirements of the legislation authorizing the reduction – i.e. that the reduction in instructional minutes does not exceed the proportional reduction in the work year.
- 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 (or the contractual work year of a current bargaining unit position).
- The percentage of salary reduced shall be equal to .54% of each employee's salary for each furlough day that occurs for bargaining unit members working a 184 day contract year. Bargaining unit members who work different contract years shall be reduced by a percentage representing a five (5) day reduction to their work year.
- If the District receives additional local, state, or federal revenue in fiscal years 2010-11 and/or 2011-12, resulting in net general fund revenue in excess of that which is expected and/or budgeted by the date of this proposal (February 24, 2010), then fifty percent (50%) of such revenue that is not specifically restricted by law from being used for certificated salaries shall be directed toward restoring furlough days until all furlough days are restored. Any portion of these revenues that are not on-going will be used to restore furlough days only in the fiscal year the funds are received.
- Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of application of the language in 4f, nor shall there be an increase to the number of furlough days in 4a-b above as a result of the application of the above language.

5. Restoration of furlough days for 2010-11:

- 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 for the 2010-11 year until all five (5) 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.
- 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 five (5) furlough days, then the remaining percentage

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increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage effective on July 1, 2010.

- c. For the purposes of this section, "funded" BRL/ADA is defined as the statutory BRL/ADA multiplied by the deficit factor.
  - d. Example:  
  
$$\begin{aligned} \text{Current year funded BRL/ADA} &= \$5,300 \\ \text{Prior year funded BRL/ADA} &= \$5,200 \\ \text{Percent increase in BRL/ADA} &= 1.92\% \\ (\$5,300 - \$5,200 / \$5,200) &= 1.92\% \end{aligned}$$
  - e. The restoration of furlough days in #5a-d above shall apply to the 2011-12 contract year as well by advancing the comparison years in #5a-b by one year each.
  - f. Under no circumstances shall the current salary schedules and rates of pay be reduced further beyond the amount specified in #4e above as a result of application of the above language in #5a-e, nor shall there be an increase to the number of furlough days in #4a-b above as a result of the application of the above language in #5a-e.
6. Provision for individuals who retire when furloughs are in effect:
- a. 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 be given the option of working up to an additional five (5) paid workdays during the contract year in order to offset the impact of furloughs on their CalSTRS Defined Benefit Retirement. The payment for these five (5) additional days worked in 2010-11 and/or 2011-12 shall be made to the employees CalSTRS Defined Benefit Supplement account.
7. Salary:
- a. For the 2010-11 contract year, the salary schedules shall not be changed (except as modified by #4 above).
  - b. For the 2011-12 contract year, the salary schedules shall not be changed (except as modified by #4 above).
  - c. Visiting teacher salaries as defined in Article 33.2.1 shall not be reduced as a result of sections 7a and 7b, or the salary reduction provision in section 4e.
  - d. Effective July 1, 2012, the salary schedules shall be increased by two percent (2.0%).
  - e. Effective January 1, 2013, the salary schedules shall be increased by two percent (2.0%).
  - f. Effective June 30, 2013, the salary schedules shall be increased by three percent (3.0%).
  - g. The salary schedule increases in this sections 7d-f shall be applied to all salary schedules, including visiting teachers salary pursuant to Article 33.2.1.
8. Benefits:
- a. The parties agree to negotiate the necessary language, and details, to adopt the following: all "Suggestions for Benefit Changes" presented and explained to the Health and Welfare Benefits Committee by the VEBA administrator in his September 9, 2009 letter. Specifically:
    - i. A dependent eligibility audit of all unit members receiving benefits and who have one or more dependents, conducted by a third party contractor selected after a Request for Proposals (RFP) process, under the

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parameters/protections established by the Health and Welfare Benefits Committee.

- ii. A \$100/month payment for those who waive coverage through another employer, in exchange for payment, under the parameters/protections established by the Health and Welfare Benefits Committee.
  - iii. The change to the dual-coverage provision as proposed by VEBA, under the parameters/protections established by the Health and Welfare Benefits Committee.
  - iv. Change from the VEBA Kaiser 5/5 medical plan to the Kaiser 10/10 medical plan, and from the Pacificare HMO Value Network 5 medical plan to the Pacificare HMO Value Network 10 medical plan, effective January 1, 2011.
- b. For any of the above changes in #8ai - #8aiii that require an open enrollment period, the parties shall jointly request and endorse, to the VEBA Board of Directors, that there be a special open enrollment period allowing for an implementation date of July 1, 2010. For any request made to the VEBA Board that is not approved, the change will be implemented effective January 1, 2011.
  - c. If unilateral changes to benefits are made by VEBA that result in savings to the District beyond those realized through the four benefit changes in 8a above, the amount of savings generated by the SDEA bargaining unit shall be paid to unit members in the form of a lump sum payment during the applicable contract year. The lump sum payment shall be determined by calculating the benefit expense savings attributable to the SDEA bargaining unit and converting that amount to an equal percentage increase to each cell of the salary schedules. That percentage amount will determine the lump sum payment for each unit member. Savings shall be determined after the open enrollment period is completed, and the lump sum payment for the year shall be paid on or before April 30<sup>th</sup> of the contract year. This section (8c) shall sunset on June 30, 2013.
  - d. 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.) A more detailed example is attached to this proposal as Appendix B.

9. Class size:

- a. Revise Article 13 effective July 1, 2012 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.
- b. The implementation of section 9a is contingent on the District receiving funding based on the enactment of Assembly Bill 2272, currently pending in the California Legislature.
- c. Revise Article 13.5.2 effective July 1, 2012 to read: Individual teacher's academic classes ~~will average~~ shall be no more than thirty-six (36) pupils each.
- d. Revise the second sentence of Article 13.6 effective July 1, 2010 to read: The District ~~allocates to~~ shall staff school sites based on the following formulae.

10. Revise Article 14.2.1 under "frequency" to add the statutory option for an evaluation up to every five (5) years under all of the following conditions: (a) unit member has permanent status; (b) unit member has been employed by the District for at least 10 years; (c) unit member is "highly qualified" under NCLB (if occupying a position that requires this status); (d) unit member's previous evaluation rating was effective; (e) the unit member and the member's evaluator agree to a cycle of up to five-years; and (f)

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either the unit member or the evaluator may withdraw consent at any time, but the stated reason or cause shall not be arbitrary or capricious.

11. Revise 10.4.2 to read: Unit members may use up to ~~two (2)~~ three (3) days per school year of accumulated sick leave for personal business.
12. 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.
13. The SDEA Proposition S Memorandum of Understanding will be adopted.
14. Revise Article 9.8.4.3 to read: The employee is ~~under age sixty-seven (67)~~ within the age of eligibility as of the retirement effective date with PERS or STRS, except that retirees age sixty-five (65) and over whose retirement effective date with PERS or STRS occurred after June 30, 1996, shall be required to enroll in/purchase both Parts A and B of Medicare in order to continue in this program.
15. Revise Article 9.8.5 to read: Eligibility for this benefit shall cease at the end of the month in which the retiree dies or ~~reaches age sixty-seven (67)~~ at an age, no lower than sixty-seven (67), as determined by the fund's Board of Trustees, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond ~~age sixty-seven (67)~~ the age of eligibility by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.

FOR THE UNION:

Camille B. Bonta  
Mark Caputo

Date: 3-1-10

FOR THE DISTRICT:

[Signature]

Date: 3/1/10

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SAN DIEGO EDUCATION ASSOCIATION  
AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT**

**RE: PROPOSITION S**

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**FEBRUARY 26, 2010**

In order to minimize disruption to the instructional program, effective June 1, 2009, the District shall provide the following assistance to SDEA bargaining unit members required to pack/unpack their classroom/work space to allow for necessary Proposition S projects:

1. All SDEA bargaining unit members shall be provided up to eight (8) hours of custodial time, upon request, to be used at their discretion to pack/unpack their classroom/work space when necessary to accomplish a Proposition S project. Custodial time will not be available on Saturdays, Sundays, or holidays. If scheduled custodians do not appear to do the work, and the unit member performs the packing/unpacking as a result, the unit member shall receive non-duty release time with a paid visiting teacher.
2. Bargaining unit members shall receive a total of up to four (4) full-time release days with a paid visiting teacher each time they are requested to pack/unpack related to a Proposition S project, even if they have also received release time due to the custodian not appearing for scheduled work.
3. If a bargaining unit member elects to pack/unpack on a non-contract day, or after the conclusion of the regular work day, he/she shall be given the choice of up to (4) full-time release days, with a paid visiting teacher, or up to four (4) days of per diem pay. If the unit member selects up to four (4) full-time release days, the days may be used at the unit member's discretion prior to the end of the school year. These days may be carried over to the ensuing school year if there is insufficient time to use them.
4. This Agreement shall also apply to bargaining unit members who are requested to pack/unpack their classroom/work space materials due to a planned Proposition S project scheduled to occur in their classroom/work space during a break period (i.e., holiday break, weekend, intersession, etc.).

This Agreement shall remain in force through the end of the Proposition S projects and shall supersede the previous Memorandum of Understanding regarding Proposition MM, related to the same topic.

**FOR THE UNION:**

Camille B. Zombardo

Date: 3-1-10

**FOR THE DISTRICT:**

[Signature]

Date: 3/1/10

Appendix B

**SDEA Medical Savings Example:**

**February 26, 2010**

**BASE YEAR**

Base Year FTE = 7426  
Total Cost = \$69,141,097.00  
Cost per member = \$9,310.68

**YEAR #1 with No Changes to the Medical Plan**

Current FTE= 7426  
Total Cost = \$74,327,481.00  
Cost per member = \$10,009.09

**YEAR #1 with Changes to the Medical Plan:**

Current FTE= 7426  
Total Cost = \$71,906,740.88  
Cost per member = \$9,683.11

**SAVINGS**

Savings is determined by comparing the Medical Plan without changes to the Medical Plan with changes. The Medical Cost without changes (\$10009.09) minus the Medical Cost with changes (\$9683.11) equals the savings per member (\$325.68):

**Using the example above the savings per member is: \$325.98**

**Total Medical Savings** equals the current FTE times the savings per member:  
 $FTE\ 7426 * \$\ 325.98 = \$2,420,740.12$

In order to determine the percent increase pay to bargaining unit members in a lump sum the parties agree to take the **Medical Savings** divided by the amount **one (1%) percent of salary equals**.

The formula used is:  $\$2,429,740.12 / \$5,500,000 = 0.44\%$

**Percent increase used to create the lump sum payment for bargaining unit members = 0.44%**

**General Information**

**Note:** Any unilateral changes to the medical plan by VEBA after the parties ratify the Agreement will impact on the medical benefit savings in this example.

**Note:** Savings may also occur due to a reduction in the number of FTE's in **Year 1** from the **Base year**.

**Note:** The total medical cost for each year is derived by adding the costs of all three (3) medical plans (Kaiser, HMO, and POS) available.

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