



March 11, 2008

Initial Bargaining Proposal
of the
San Diego Education Association

The San Diego Education Association is proud of the great contribution our members make to public education and to the lives of our students. As a union, we value *every* school employee because we see firsthand the importance of our work. *Our work builds the future.* How incongruous that on the day that we present to you our “sunshine” proposals for a new contract between the District and its educators, you are voting to lay off the employees who make this District work.

Our children are suffering, forced to attend schools that are underfunded, understaffed and undersupplied. It is a moral outrage that these conditions exist in a nation that has the number one economy in the WORLD and in a state that has one of the top ten economies in the WORLD.

SDEA does not accept that our children must attend classes that are crowded by over 40 students. How do teachers give individual attention to 40 or more children?

SDEA does not accept that our children may only have nurses at their school one day per week, spending most of their time doing compliance paperwork. Do we ask that children leave their medical needs at home the other 4 days a week?

SDEA does not accept that our children are “counseled” by a counselor who has 2131 other children to guide. What kind of “counsel” do we believe our children deserve? As the cracks widen for them to fall through, we fear the “counsel” our students will need will be of the legal kind.

SDEA does not accept that our children must attend schools that are not repaired, not cleaned, and not safe because our brother and sister employees are overworked, underequipped, and underpaid.

SDEA does not accept that the State of California can continue to build prisons but refuses to pay the real cost of educating its children. How can we spend over \$40,000 per year to house a prisoner and less than \$10,000 per year to educate a child? We pay the real cost of education by incarcerating our poor and disadvantaged when they are in their teens and twenties instead of providing the intervention they need to succeed in elementary school, instead of providing them a spectrum of learning choices in middle school, and instead of providing them multiple career and life choices in high school.

The conversation about school funding can no longer revolve around the question of how we do more with less. The empty calls for educational reform from Washington, Sacramento, and these halls belie the fact that they are accompanied by mandates that are either underfunded or not funded. We can no longer leave it to the politicians in Washington or Sacramento to provide “adequate” funding, because they have *never* provided adequate funding. We must take it upon *ourselves* to establish funding for **our** schools to deliver what **our** children need. We are long past the time for band-aid solutions to systemic problems. The right to a quality education is a civil right and a moral obligation of this nation, this state, and this School District. If providing every child with a public education—the foundation of our democracy—is to survive; we have no choice but to advocate for our students and our profession. The era of continuing to do more with less is over. Increasing demands can no longer squeeze more out of employees.

Education can no longer adopt the role of victim when politicians fail to do their moral duty to pay the real cost of education.

We can choose to continue funding education at an immoral rate or we can choose to keep our children out of jail.

We can choose to continue funding education at an immoral rate or we can choose to provide for the health of our under advantaged students so that “the achievement gap” isn’t really an economic gap.

We can choose to continue funding education at an immoral rate or we can provide the resources to keep their minds and bodies healthy.

We can choose to continue funding education at an immoral rate or we can fight for the resources needed to provide every student, in whatever neighborhood they live, what they need to be successful in school, in life and as a citizen of this country.

This School Board, SDUSD Administrators, SDEA Educators and CSEA Classified must stand with a single voice to educate the public as to the true costs of providing an education that works for all our children and then convince our electorate to provide the resources needed to do the job. We are not talking about a blip in educational funding. It is a systemic failure of our political system. Failure for all of us to take on this challenge will mean the death of public education and a slow passage into the darkness for our country.

SDEA's bargaining campaign is about “what it takes!” We will bargain to achieve:

- ***what it takes*** for us to be effective in our work with students
- ***what it takes*** to build a quality urban education system, and
- ***what it takes*** for us to provide a middle class lifestyle for ourselves and our families.

Our proposals are grounded in the reality of thousands of SDEA members and on the data from our Bargaining Listening Sessions. SDEA met with our members at over 170 sites across the District. ***We know what it takes to provide the kind of education our children deserve. We will no longer settle for anything less.***

Hours

1. Respecting the concept of a 40 Hour Work Week will encompass a “full plate” component. If work is “added to the plate” the member will have the ability to choose or not choose the extra work unless an equivalent amount of work is taken from the plate. (ARTICLES 7, 8, 30 and MOU)

The District will bargain to achieve the reality of a 40 work week by, among other actions:

- a. Providing payment or compensation time for over 40 hours of work per week (ARTICLES 7, 8, Append. A)
- b. Providing Time for IEPs, Pre-School Intake forms and other non classroom work (ARTICLES 8, ARTICLE30)
- c. Providing payment or compensation time for SBRC, Benchmark assessments, and similar work (ARTICLE 8)
- d. Providing increased Preparation Time for Elementary Schools, combination classes (ARTICLE 8)
- e. Providing facilities where teachers may use their prep time in a quality manner. (ARTICLE 8)
- f. Providing Preparation/Office Time structured into the workday of non-classroom teachers not currently covered by prep time (ARTICLE 8)
- g. Providing more limited subject preps at Middle and High Schools (ARTICLE 8)
- h. Bargaining language on number and length of meetings based on the applicable MOU
- i. Providing payment or compensation time for bargaining unit members who are required to use Encore and/or Zangle (ARTICLE 8)

- j. Providing additional Visiting Teacher days for each unit member participating in the Outdoor Education Program at Palomar (ARTICLE 8)
- 2. *The district recognizes that labor should be as equitably divided as possible and will provide that equity by, among other actions: (ARTICLE 8)***
- a. Equitably assigning Supervision duty and creating a “Time Cap” limiting the length and number of times a member can be assigned supervision (ARTICLE 8)
 - b. Equalizing Instructional minutes across the district (ARTICLE 8)

Wages/Benefits

- 3. *The District acknowledges that its Educators have subsidized the District by providing more teachers for a lower salary than other local districts. The district understands district educators regularly provide money from their own pockets, to support their classrooms, through lean times, crisis times and better times. The district will mitigate those subsidies by, among other actions: (ARTICLES 7, 10)***
- a. Bringing the salary schedule to the county median or higher (ARTICLE 7)
 - b. Offering a “Golden Handshake”(SERP) for the SDEA Bargaining Unit (ARTICLE 7)
 - c. Adjusting Sick Leave Computation for those working 50% or more, not “over 50%” (ARTICLE 10.2.2)
- 4. *The district will be proactive in supporting its teachers by, among other actions:(ARTICLES 7, 9)***
- a. Amending ARTICLE 9.1.8 to auto enroll in single Kaiser if active enrollment has not occurred (ARTICLE 9)
 - b. Amending Article 7.6 “Approved mileage” should read “required mileage” (ARTICLE 7)
- 5. *The district respects the great contributions that retired educators have given to SDUSD and the monetary subsidy they have provided***

the district. The district will improve benefits for retired educators. (ARTICLE 9)

Working Conditions

6. *SDEA and the District understand the value of an evaluation process that is designed to allow the administrator and the educator to work together to improve skills/performance. The district will improve this process by, among other actions: (ARTICLE 14)*
 - a. Increasing the years in the STULL evaluation cycle to the maximum allowed. (ARTICLE 14)
7. *10 days of Personal Business will be allowed each year. (ARTICLE 10.4.1)*
8. *SDEA and the District recognize the value of smaller class sizes. The current class size limits will become a cap, not an average. The number will be computed by adding students on all rosters assigned to the class. (ARTICLE 13)*
9. *SDEA and the District accept the value of class size reduction in elementary schools and that class size reduction is a policy that would bring educational benefits to all levels. The District will support this educational policy by, among other actions: (ARTICLE 13)*
 - a. Maintaining Class Size Reduction in K-3. (ARTICLE 13)
 - b. Expanding Class Size Reduction to 4-12. (ARTICLE 13)
 - c. Lowering Class Sizes in K-3 to 16 in all deciles 1-3 schools. (ARTICLE 13)
 - d. Establishing a class size in Pre K programs that will enhance those programs and their value in preparing students to meet the demands of the Elementary program
10. *The integrity of the Post and Bid process will be strengthened. (ARTICLE 12)*
11. *The District will act to meet the needs of all children with special needs by, among other actions: (ARTICLES 8, 13, 30)*

- a. Moving from a caseload operational mode to a workload mode for Educators who now work under a caseload mode. This will be accomplished over a 5 year period. (ARTICLE 30)
- b. Establishing Caseloads/workloads for SLPs, school counselors, school psychologists, nurses, and other job types, conforming to the guidelines of their national associations or such other numbers as agreed to by Educators working in the above groups. (ARTICLE 13)
- c. Re-writing ARTICLE 13.6 to drop language about consultation and allocation and making those limits part of our contract. (ARTICLE 13.6)
- d. Bargaining job descriptions for speech-language pathologists (SLPs), school counselors, school psychologists, nurses, and others (ARTICLES 8, 13, 30)

12.SDEA and the District value school sites that are safe and well maintained. The District will support those goals by, among other actions: (ARTICLE 11)

- a. Ensuring campuses will be sufficiently staffed to maintain them in a safe, clean and orderly fashion (ARTICLE 11)
- b. Ensuring all campuses will be secure. The safety of staff, students and public will be paramount (ARTICLE 11)
- c. Maintaining supplies and equipment needed for carrying out the normal duties of our work (ARTICLE 11).

13. Special Education students require additional special supports and resources when included in the general education classroom. The District will support this by, among other actions: (ARTICLE 30)

- a. Bargaining current procedures and strengthening supports for educators to lessen the impact of Special Education students on the general education classroom. (ARTICLE 30.7)

14. The imposition of temporary, extra students can cripple teaching and learning. The District will bargain language for class coverage when there is a Visiting Teacher shortage including, but not limited to: (ARTICLE 8, 33)

- a. Who does the initial coverage (ARTICLE 8.9, ARTICLE 33)

- b. Deployment procedure to different rooms (ARTICLE 8.9, ARTICLE33)
- c. Clearly defined and immediately applicable compensation for all grades (ARTICLE 8.9, ARTICLE 33)
- d. Compensation at the Appendix A, 7.013 rate

15. SDEA and the District recognize the valued support to the district that Visiting Teachers (VTs) provide, the district will support VTs and the regular teaching staff by, among other actions: (ARTICLES 33, 8)

- a. Clarifying working hours
- b. Paying, or reassigning, VTs for a job they have accepted that is canceled after 6:00am on the day of the job
- c. Providing a number, to be negotiated, of VT positions that will:
 - i. Pay VTs at the long term VT rate if they work 75% of the available work days in a month
 - ii. Provide health care to the employee (65% of Family rate with Kaiser)

16. The district will be proactive in supporting its teachers by, among other actions: (ARTICLE 11)

- a. Providing an interactive and transparent process, a timely response, and a right to appeal for those educators seeking “reasonable accommodations” (ARTICLE11)

17. SDEA and the District recognize that a fair, equitable, and just system must exist concerning Warnings, Reprimands and Suspensions of unit members. The District will support this by, among other actions: (ARTICLE 34)

- a. Eliminating 34.2.3,
- b. Eliminating 34.2.4,
- c. Eliminating 34.2.5
- d. Moving 34.4.2 into the grievance process
- e. Renaming the article “warnings, letters of reprimand, and suspensions”

18. The district will bargain language for the appropriate use of student data that conforms to ARTICLE 14.5.1.

SDEA/District Relations

- 19. *Understanding that the Association Representative (AR) is the lead person for successful relations between the district and its certificated employees, the district will support ARs by, among other actions: (ARTICLE 5)***
- a. Contractually recognizing AR service as part of their workload and adjusting their site workload accordingly (ARTICLE 5)
- 20. *The District understands the important contribution that SDEA Officers and Board Members play in the operation of the District. The District will support SDEA Officers and Board Members by, among other actions: (ARTICLE 5)***
- a. Providing additional release time for SDEA Officers and Board Members
 - b. Providing additional leave time for SDEA Officers and Board Members
 - c. Maintaining or enhancing current provisions allowing the SDEA President to contribute to the operating of the District and carrying out the responsibilities of her/his office.
- 21. *The District supports the concepts inherent in ARTICLE 5, Employee Organization Rights, and will support this by, among other actions: (ARTICLES 2, 5)***
- a. Stopping the practice of hiring non certificated personnel to do the jobs that should be done by Bargaining Unit Members (ARTICLES 2, 5)
 - b. Bringing all such employees or similar employees under the SDEA Bargaining Unit (ARTICLES 2, 5)
- 22. *SDEA and the District recognize that open bargaining will lead to a contract supported by SDEA members, District administration, the School Board and the public. The District will support this by, among other actions: (ARTICLE 4)***
- a. Exchanging Initial proposals of both parties in an open meeting on the same date (ARTICLE 4)

- b. Conducting bargaining in meetings open to all SDEA members (ARTICLE 4)

23. SDEA and the District understand that opportunities will exist to encourage charter schools to re-enter the District. The District will support this by, among other actions: (ARTICLE 31)

- a. Bargaining language to establish procedures for the orderly process of absorbing charter schools, employees and programs (ARTICLE 31)

24. SDEA and the District recognize that meaningful education reform must be accomplished within a positive working environment with adequate funding to ensure student success. The District will support this by, among other actions: (ARTICLE 25)

- a. Bargaining procedures for schools in Program Improvement. (ARTICLE 25)
- b. Bargaining procedures for schools receiving Quality Education Improvement Act (QEIA) funds. (ARTICLE 25)
- c. Bargaining procedures for schools in educational reform “du jour”.

Contract Clean Up

25. SDEA and the District understand that, from time to time, Articles become obsolete, need updating, or are inherently the responsibility of only one party, and should be reviewed, amended or eliminated. The District will support this by, among other actions:

- a. Deleting Article 7.4
- b. Revising Article 8.1.1
- c. Deleting Article 8.16.5
- d. Deleting Article 9.1.2
- e. Deleting Article 9.1.3
- f. Deleting Article 20.2
- g. Deleting Article 20.4

- h. Deleting Article 22
- i. Reviewing/Amending Article 29.2
- j. Deleting Article 35
- k. Ensuring that all Articles address the needs of all relevant Bargaining Unit Members by, among other actions;
 - i. Including, in relevant Articles, job type groups that may have been omitted in the current contract
- l. Deleting Appendices K, L, & O
- m. Review and Clean Up Appendices A-E



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