

**Tentative Agreement**

**Side Letter Agreement  
Between The  
San Diego Unified School District  
And The  
San Diego Education Association**

**Rescission of Credentialed Layoff Notices**

**May 14, 2024**

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), collectively referred to as the “Parties”, have agreed to this Side Letter Agreement (“Agreement”) to implement the rescission of layoff notices to certain credentialed employees for the 2024-2025 school year.

WHEREAS, the Parties acknowledge the importance of supporting our spotlight students at our highest needs schools; and

WHEREAS, the Parties acknowledge the importance of staffing stability for our schools and have a mutual interest to rescind layoff notices issued to educators in March 2024; and

NOW, THEREFORE, the Parties agree to the following:

1. Credentials to be Rescinded.
  - 1.1. Rescission notices will be issued to unit members who were laid off in the following particular kinds of service: Multiple Subject, English, Physical Education, Social Science, and Counseling (excluding unit members reassigned as described in Section 1.2 below).
  - 1.2. Previously Reassigned Unit Members. Unit members who were not issued a layoff notice in a particular kind of service by virtue of being reassigned to a different credential area will remain reassigned for the 2024-2025 school year, unless otherwise determined by Human Resources, and will not be permitted to voluntarily transfer out of their reassigned credential area for the 2024-2025 school year.
    - 1.2.1. These reassigned unit members will receive priority consideration for the 2025 Annual Post & Bid.
    - 1.2.2. A unit member reassigned to a position requiring an Early Childhood Education permit in lieu of layoff shall maintain their salary at the regular teacher rate (CBA Appendix A) for the 2024-2025 school year.
2. Placement of Rescinded Unit Members.
  - 2.1. A unit member who receives a rescission notice will be returned to their 2023-2024 school site if, as of May 15, 2024, there is a vacancy at the site for the 2024-2025 school year for which the unit member is qualified and credentialed.

- 2.2. A unit member who receives a rescission notice and who is not able to return to a vacancy at their 2023-2024 school site pursuant to Section 2.1 above and who participated in the 2024 Annual Post and Bid will continue to be placed through the staffing process outlined in the CBA, Sideletter Agreement titled “Initial Implementation of 2024-2025 Pilot Minimizing Fall Transfers and a New Article 12 - Transfer Policies”, and/or any future agreements related to Article 12. If the unit member does not participate in the 2024 Post and Bid process, they will be placed via the process in Section 3 below.
3. Initial Placements for Unit Members who Remain in Excess after Post and Bid.
    - 3.1. Prior to posting a vacancy in Phase 3 of the 2024-2025 staffing process, Human Resources will place any qualified unit member who remains in excess into the vacancy.
    - 3.2. After the completion of Phase 3 of the 2024-2025 staffing process, Human Resources shall place any remaining unit members as Student Support Educators (“SSEs”) at high needs schools.
      - 3.2.1. The amount of SSEs shall be equivalent to the amount of impacted educators who have not been placed in a vacancy after the conclusion of the spring staffing process, but in no case shall the number of SDEA Unit Members placed as an SSE exceed fifty (50) individuals.
        - 3.2.1.1. In the event that there are more than fifty (50) impacted unit members who remain in excess after the completion of Phase 3 of the staffing process, the fifty (50) least senior impacted unit members will be placed as SSEs.
      - 3.2.2. Unit members will be placed in seniority order at high needs schools, starting with the lowest ranked high needs school in order to maintain consistency for identified students at the highest ranked high needs schools (i.e. the most senior impacted unit member shall be placed at the lowest ranked high needs school).
      - 3.2.3. High needs schools and the number of SSEs per school site shall be determined by the Superintendent, or designee, with priority school designation being a primary factor, though not the exclusive consideration.
    - 3.3. SSE duties and responsibilities shall be determined by the specific needs of identified students at the assigned school, including:
      - 3.3.1. Small group and/or individual student support for Spotlight Students,
      - 3.3.2. Small group and/or individual academic support as indicated by a student’s IEP when the site has an education specialist vacancy,
      - 3.3.3. A unit member who holds a multiple subject credential may be assigned in a Universal Transitional Kindergarten (UTK) classroom until an Early Childhood Education (ECE) vacancy is filled.
      - 3.3.4. Efforts shall be made to maintain consistency in an SSE’s duties and responsibilities in order to best support the needs of identified students.
    - 3.4. Unit members serving as SSEs shall not be assigned a class roster and shall not be used to regularly cover classrooms due to classroom educator absences. Administrators shall not have the authority to assign non-SSE unit members into SSE assignments.

- 3.5. The District shall provide SSE unit members with adequate classroom or workspace and appropriate equipment for the assignment.
- 3.6. The Superintendent, or designee, may reassign an SSE at any time during the 2024-2025 school year.
  - 3.6.1. As vacancies or Category I or II long-term leaves of absence for the remainder of the school year arise, SSEs at the lowest ranked high need school may be placed in those vacancies or long-term leaves of absence.
    - 3.6.1.1. Once a unit member is reassigned as described above, they shall not be reassigned again in the 2024-2025 school year.
    - 3.6.1.2. SSEs being reassigned pursuant to this section shall receive at least five (5) workdays notice prior to their move.
    - 3.6.1.3. SSEs shall be provided two (2) workdays, which are included within the 5 days notice referenced above, to pack and move their items.
- 4. In order to implement this Agreement, routing of applicants from the Annual Post and Bid shall occur no later than the end of the day on May 16, 2024.
- 5. All components of the current CBA between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
- 6. This Agreement is non-precedent setting.
- 7. This Agreement shall expire in full without precedent on June 30, 2025.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:  
*Jessica Falk Michelli* May 14, 2024  
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 Jessica Falk Michelli Date  
 Executive Director, Labor Relations

DocuSigned by:  
*Abdul Sayid* May 14, 2024  
 \_\_\_\_\_  
 Abdul Sayid Date  
 Executive Director, SDEA

DocuSigned by:  
*Kristine Morshead* May 14, 2024  
 \_\_\_\_\_  
 Kristine Morshead Date  
 Sr. Executive Director, Human Resources

DocuSigned by:  
*Kyle Weinberg* May 14, 2024  
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 Kyle Weinberg Date  
 President, SDEA