

**MEMORANDUM OF UNDERSTANDING**  
**By and between**  
**SAN DIEGO UNIFIED SCHOOL DISTRICT and the**  
**SAN DIEGO EDUCATION ASSOCIATION (SDEA)**

**Regarding a**  
**2024-2025 SUPPLEMENTAL EARLY RETIREMENT PROGRAM (SERP)**

**November 21, 2024**

The San Diego Unified School District (“District”) agrees to offer a SERP for the 2024-2025 fiscal year. The intent of offering a 2024-2025 SERP is to reduce the number of filled positions and subsequently reduce the number of layoff notices for the 2025-2026 fiscal year. The District and the San Diego Education Association (SDEA) Bargaining Unit agree to implementation of a 2024-2025 SERP upon Board of Education approval.

The SERP will only be available to SDEA bargaining unit members in accordance with the terms described in Exhibit 1, which is attached hereto and incorporated herein.

For the District:

For SDEA:

DocuSigned by:  
Jessica Falk Michelli November 21, 2024  
7E50070933F441  
Jessica Falk Michelli Date  
Executive Director, Labor Relations

DocuSigned by:  
Kyle Weinberg November 21, 2024  
63A07D160236  
Kyle Weinberg Date  
President

Signed by:  
Kristine Morshead November 21, 2024  
7E50070933F441  
Kristine Morshead Date  
Senior Executive Director, Human Resources

Signed by:  
Anthony Saavedra November 21, 2024  
33A2414895194C9  
Anthony Saavedra Date  
Executive Director, SDEA

Signed by:  
Lisa Morris November 22, 2024  
E108AC2705F15  
Lisa Morris Date  
SDEA Treasurer

Signed by:  
David Erving November 21, 2024  
D5758E334C7  
David Erving Date  
SDEA Member

Signed by:  
David Landry November 21, 2024  
E5E00AAB215C412  
David Landry Date  
SDEA Member

**2025-2026 SUPPLEMENTAL EARLY RETIREMENT PLAN (SERP)  
San Diego Unified School District for SDEA Bargaining Unit Members**

**EXHIBIT 1**

Parties agree to offer and actively encourage the following Supplementary Early Retirement Plan (“SERP”) during the 2024-2025 school year:

**1.0 Eligibility**

1.1 Those certificated employees who meet all of the following criteria:

- a) Are SDEA Bargaining Unit members;
- b) Are permanent contract employees of the District or College Career Technical Education ("CCTE") teachers as of October 22, 2024 (date of Board of Education adoption) or on Leave of Absence (LOA) with return rights to a bargaining unit position;
- c) Five (5) years of district service as a permanent certificated employee as of June 30, 2025;
- d) Are eligible to retire under STRS (age 55 with 5 years of STRS service credit or age 50 with 30 years of STRS service credit) or CalPERS (age 50 with 5 years of PERS service credit) as of June 30, 2025;
- e) Submit all required SERP enrollment materials, STRS/PERS retirement eligibility documentation (if applicable), and District Letter of Resignation to the office of Public Agency Retirement Services (“PARS”) on or before January 15, 2025; and
- f) Have resigned from District employment:
  - For 10- and 11-month employees: on the last workday of the employee’s regular 2024/2025 work year, but no later than June 30, 2025.
  - For 12-month employees: June 30, 2025.
  - For employees working 2025 ESY/Summer School outside of their regular work year: effective July 3, 2025.

**2.0 Participation Requirements**

2.1 The SERP must have sufficient plan participation in order to meet the District’s fiscal and operational objectives by the enrollment deadline of January 15, 2025 in order for the SERP to go into effect for SDEA. The District reserves the right to determine which positions vacated by retirement shall be filled. Participating employees shall submit all required enrollment materials and District Letter of Resignation to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the SERP pursuant to Paragraph 2.2 below.

2.2 If the Board determines that the objectives in paragraph 2.1 above have not been met, as of the enrollment deadline, the District may withdraw the SERP for SDEA, provided it notifies enrolled employees of the withdrawal on or before February 14, 2025. If the District withdraws the SERP, resignations will be automatically rescinded.

2.3 Participation in the retirement incentive requires:

- a) Submission of required SERP enrollment materials and District Letter of Resignation to PARS on or before January 15, 2025; and
- b) Resignation from District employment:
  - For 10- and 11-month employees: on the last workday of the employee’s regular 2024/2025 work year, but no later than June 30, 2025.
  - For 12-month employees: June 30, 2025.
  - For employees working 2025 ESY/Summer School outside of their regular work year: effective July 3, 2025.

2.4 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.

### 3.0 Incentive Payments

3.1 Regarding the basic incentive under the SERP:

- a) The District shall make non-elective employer contributions to the participant’s 403(b) annuity contract held at Pacific Life Insurance Company (“Pacific Life”).
- b) The sum of the contributions shall equal the lesser of:
  - 1) seventy (70%) percent of the employee’s Final Pay; or
  - 2) the maximum amount of the top step of the teachers’ 184 day salary schedule, as of September 30, 2024, of \$124,050.09;

according to the following schedule:

Contribution Date	Percent of Final Pay
July 10, 2025	14%
July 10, 2026	14%
July 10, 2027	14%
July 10, 2028	14%

July 10, 2029	14%
<b>Total Contributions</b>	<b>70%</b>

- c) For purposes of the SERP, Final Pay shall be defined as the participant’s current 2024-2025 Contract Salary as of October 22, 2024, multiplied by the participant’s current FTE (full-time equivalence).
  - In the event the participant is on a Reduced Workload Plan as provided within Article 31 of the collective bargaining agreement between the District and SDEA, Final Pay shall be defined as the participant’s salary placement on the 2024-2025 Salary Schedule in the classification they would be if they returned to regular status.
  - In the event that the participant is on a Leave of Absence (LOA) with return rights to a bargaining unit position, Final Pay shall be defined as the participant’s salary placement on the 2024-2025 Salary schedule in the classification to the FTE equivalency at the time the LOA started.

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit, which is paid in the form of a lifetime annuity, shall be offered. They shall include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

3.3 The amount of monthly cash payments shall be fixed upon annuity purchase date and shall not be subject to increase or decrease thereafter.

3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 15, 2025 and shall not be subject to change thereafter.

3.5 SERP benefits are scheduled to commence on August 1, 2025.

3.6 Participants receiving benefits under the SERP shall forfeit any future benefits under the 2024-2025 SERP, or any future SERP offered, if they become re-employed by the District in any manner, other than:

- a) A Substitute or Hourly employee as defined by the District;
- b) A Professional Expert as defined by the District; or
- c) A Consultant as defined by the District pursuant to Board Policy 3600(a) .

#### 4.0 Contract Administrator

4.1 The Contract Administrator for the SERP shall be PARS.

#### 5.0 Tentative Timeline

- |   |                             |
|---|-----------------------------|
| 1. SDEA and District will communicate to potentially eligible employees                                     | TBD                         |
| 2. Public Hearing (“sunshining”) of District’s initial proposal   | 10/22/2024                  |
| 3. District confirms employee data, provides addresses, and approves SERP communication/enrollment material | 11/1/2024                   |
| 4. Board adopts MOUs for SERP between District and SDEA   | 12/10/24                    |
| 5. Enrollment window opens/District announcement letter is distributed                                      | 11/27/2024                  |
| 6. Enrollment packets mailed to eligible employees  | 11/27/2024                  |
| 7. Employee informational meetings (via PARS)   | Nov to Dec 2024             |
| 8. Employee enrollment workshop (via PARS)  | Dec to Jan 2024             |
| 9. Enrollment window closes   | 1/15/2025                   |
| 10. PARS works with the District on post analysis   | mid-late Jan                |
| 11. Board decides whether SERP goes forward   | 1/28/2025                   |
| 12. District announces whether SERP goes forward  | 2/14/2025                   |
| 13. Employees submit STRS/PERS Retirement Application, if applicable  | Feb 2025 and after          |
| 14. Employees resign from District employment   | Per 1.1(f) and 2.3(b) above |
| 15. District makes first contribution   | 7/10/2025                   |
| 16. SERP benefits commence  | 8/1/2025                    |

## **6.0 Addressing SERP-Related Special Education Staffing Needs**

- 6.1. The parties recognize that offering the SERP may increase the number of budgeted vacancies in Special Education throughout the District and agree to create a pathway to encourage existing SDEA members to obtain a Special Education credential.
- 6.2 To address any Special Education staffing shortage, District shall reimburse the total cost of tuition, fees, and books/materials necessary toward obtaining an Education Specialist credential for existing unit members without a Special Education credential in exchange for agreement to voluntarily accept a Special Education assignment.
  - 6.2.1 The maximum number of participants to receive reimbursement will be based on the number of known vacancies in the specific Education Specialist credential for the 2024/2025 school year as of May 15, 2025. The District shall notify SDEA of the total number of known vacancies as of May 15, 2025.
  - 6.2.2 Only those who are unit members as of May 15, 2025 and who are newly enrolling in an Education Specialist credential program through this Agreement, and who begin coursework in the 2024/2025 or 2025/2026 school years will be eligible for reimbursement.
  - 6.2.3 For reimbursement of tuition, fees, books and materials, or other course requirement, documentation of completion of the course and proof of payment will be required prior to reimbursement. The unit member may submit the required documentation for reimbursement after completion of the course(s) each quarter or semester (depending on the program). Reimbursement shall be provided to the unit member within sixty (60) days of submitting a complete expense reimbursement.
- 6.3 The unit member must inform the District no later than June 30, 2025, of their intent to participate in the Special Education credential pathway by completing, signing, and returning Affidavit of participation. After June 30, 2025, the District, at its sole discretion, may approve additional unit members' participation to fill remaining vacancies.
- 6.4 The unit member maintains sole responsibility for applying to and enrolling in a credential program, and must provide proof of enrollment to the District upon acceptance into a credential program to be eligible for reimbursement.
- 6.5 Unit members participating in this Special Education credential pathway shall obtain, and the District shall reimburse for the cost of, obtaining a Limited Assignment Teaching Permit, Short Term Staffing Permit, or other certification that will allow them, and are required to, begin immediately serving in a contracted, site-based Special Education position starting in the 2025-26 school year as they work toward their preliminary and cleared credential.
- 6.6 Order of priority for participation shall be as follows:

- 6.6.2 Any permanent unit member who receives a layoff notice effective June 30, 2025.
- 6.6.3 Any probationary unit member who receives a layoff notice effective June 30, 2025.
- 6.6.4 Any unit member on a temporary or leave replacement contract during the 2024-25 school year.
- 6.6.5 Any unit member who is a current Visiting Teacher in good standing (i.e. no negative evaluations, no history of discipline within the last two years, and/or no blocks from the SAMS system), has worked for a minimum of one (1) day for the District in the 2024/2025 school year, has not previously retired from District service, and is qualified and must take a contracted, site-based Education Specialist position in the 2025/2026 school year. A unit member who has been previously non re-elected or who has resigned in lieu of non re-election shall not be eligible.
- 6.6.5 Any other unit member who elects to participate in the Special Education certification pathway.
- 6.7 Failure to accept placement in the program shall not be considered the rejection of a recall offer for unit members who are in laid off status.
- 6.8 Unit members who participate in the Special Education certification pathway must commit to serving in a site-based position requiring an Education Specialist credential in the District for a minimum of four (4) years after receiving their preliminary Education Specialist credential.
  - 6.8.1 A unit member who resigns, retires, or otherwise voluntarily leaves the District, or who is terminated for-cause, prior to the four (4)-year service requirement shall repay the District in full for any previously reimbursed tuition, fees, books/materials.
  - 6.8.2 A unit member who prior to the four (4)-year service requirement leaves a site-based Special Education position to voluntarily take another position at the District (i.e. a position that does not require a Special Education credential, a Central Office position, or an administrator position) shall repay the District in full for any previously reimbursed tuition, fees, books/materials.
  - 6.8.3 A unit member who fails to complete a credential program or otherwise obtain their preliminary credential such that they cannot fulfill the required four (4)-year service requirement shall repay the District in full for any previously reimbursed tuition, fees, books/materials.