

E.02.
6/23/0

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

**RE: JOINT WORKLOAD COMMITTEE TO DEVELOP A SPECIAL EDUCATION
WORKLOAD MODEL**

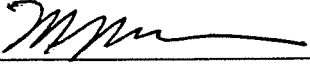
The San Diego Unified School District (SDUSD) and San Diego Education Association (SDEA) recognize the necessity for the parties to reach an Agreement on Article 30, Special Education that will allow the District to move from a "Caseload Model" for unit members employed in special education positions to a "Workload Model." This Agreement provides the procedures and protocols to modify Article 30.1 and/or to supplement parts of Article 30 necessary to establish a contractual Workload Model.

- I. The District and SDEA will designate bargaining teams to negotiate the subject of moving from a caseload to workload model for unit members employed in special education positions.
- II. Each designated bargaining team will include up to three (3) members of the current bargaining team and up to three (3) special education subject matter experts for each team. The parties will submit the names of the members to each other, in writing, no later than two (2) weeks after the parties sign this Agreement. The parties reserve the right to change team members by providing written notice to the other party.
- III. The bargaining teams will meet at least six (6) times within the sixty (60) calendar day period starting with the selection of a mutually-selected panel member as specified in (IV), below. The six (6) sessions will be full day sessions, or the equivalent of 6 full-day sessions over a larger number of days, with the express intent to negotiate in good faith and reach an agreement. By mutual agreement, the parties may meet for more than six (6) full-day sessions, and/or extend the deadline for agreement prior to moving to the dispute resolution process described in (IV), below.
- IV. If the bargaining teams do not agree on a plan, then both SDEA and SDUSD will explain and defend their own proposal, and explain their objections and concerns related to the other party's proposal, to a three (3) member panel (one member appointed by each side and the third panel member selected from a group of three (3) experts in the special education field). This mutually-selected panel member will be determined before the bargaining teams meet. The mutually-selected panel member will be an individual with substantial knowledge and experience in special education administration, policy and law.


- V. The parties will develop the procedures and timelines for the panel to perform its task and make a decision. The decision of the panel will be binding on the District and SDEA. The parties will share any expenses related to the appointment of the panel, including the fees of the neutral panel member (if any). The parties further agree that the decision of the committee or panel will comply with all relevant state and federal laws.

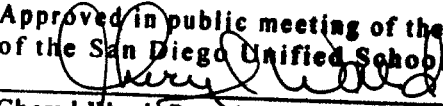
The decision of the Joint Workload Committee or the Dispute Resolution Panel is binding on the parties and will be incorporated into Contract between the SDUSD and SDEA.

FOR THE DISTRICT:


Date: 6/12/09

FOR THE ASSOCIATION:


Date: June 4, 2009

Approved in public meeting of the Board of Education
of the San Diego Unified School District on 6/23/09

Cheryl Ward, Board Action Officer, Board of Education