

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

RE: UNIT MEMBER WORKLOAD

2008-09 Actions

In order to mutually acknowledge and address issues related to the 2008-09 school year workload demands of SDEA bargaining unit members, the District and SDEA hereby enter into the following Memorandum of Understanding (MOU) on 2008-09 Unit Member Workload:

- I. The parties agree that certain District-wide issues/responsibilities increased unit member workload demands during the 2008-09 school year. SDEA has provided information regarding the extent these issues/responsibilities impacted unit member workload, and this has been a subject of discussion between the parties.
- II. Having engaged in discussion and negotiation regarding the impact of the District-wide issues/responsibilities which increased unit member workload during the 2008-09 school year, the parties agree to the following measures to address and resolve those impacts, to be implemented prospectively effective upon ratification of this MOU by the parties:

Issue One: Standards-Based Report Cards (Elementary Levels Only)

- A. Until Standards-Based Report Cards (SBRCs) are no longer required Section 8.6.6 will be modified so that a minimum of three (3) modified days per month are set aside for unit member-directed preparation time.
- B. Until SBRCs are no longer required, during the two (2) weeks prior to the date by which the first SBRCs of the academic year are due, and during the one (1) week prior to the date by which the second and third SBRCs of the academic year are due, the District and site administrators will be restricted from scheduling and/or holding any required meetings other than on the one (1) modified day per month not set aside for unit member-directed preparation time.
- C. The District and site administrators are restricted from shifting any meetings to another date.

Issue Two: Benchmarks and Other New Assessments

- A. For the five (5) workdays following the administration to students of any benchmarks or other assessments initially mandated by the District or site from July 1, 2008 to the date of this Agreement, the District and site administration will be restricted from scheduling and/or holding any required meetings other than on the one (1) modified day per month not set aside for unit member-directed

preparation time. The District and site administrators are restricted from shifting any meetings that would normally be scheduled during this time to another date.

- B. Classroom teachers and other unit members responsible for scoring any benchmarks or assessments initially mandated by the District or site from July 1, 2008 to the date of this Agreement will be given one hour of additional preparation time following the administration of the assessments for scoring if completing the scoring process requires manual scoring or manual data entry.

Issue Three: DataDirector

- A. If the necessary scanning and other technologies required for DataDirector data entry are not in place and available for use, unit members responsible for inputting assessment data into DataDirector will be given one (1) hour of additional preparation time following the administration of each assessment.
- III. This MOU resolves all issues related to SDEA unit member workload from the beginning of the 2008-09 school year up to the date this MOU takes effect, with the following two exceptions which remain subject to ongoing bargaining:
- A. Increases in IEP meetings due to inclusion and other special education changes since the fall of 2008; and
 - B. Increases in co-teaching and shared planning-related workload due to inclusion and other special education changes since the fall of 2008.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Date: _____

Date: _____

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BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
SAN DIEGO EDUCATION ASSOCIATION

RE: UNIT MEMBER WORKLOAD

Article 8

In order to mutually acknowledge and address issues related to the future workload demands of SDEA bargaining unit members, the District and SDEA hereby enter into the following Memorandum of Understanding (MOU) on Unit Member Workload:

The following language will be added to the collective bargaining agreement, and will take effect upon ratification of this MOU by SDEA and the District:

- 8.5.8 All terms and conditions of employment impacting the workload of any certificated job class within the bargaining unit at the grade, department, program, school or district level, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed. This Agreement shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless required by law or authorized by the provisions of this Agreement.
 - 8.5.8.1 Section 8.5.8 does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the section is to promote cooperative engagement in reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 25.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.8.
 - 8.5.8.2 Any disagreement between the parties regarding Section 8.5.8 shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. SDEA shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or will be prohibited by Section 8.5.8. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of

SDEA bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.8, the District may raise the defense that the impact on workload was *de minimus* and therefore not a violation of Section 8.5.8.

FOR THE DISTRICT:

Date: _____

FOR THE ASSOCIATION:

Date: _____