Memorandum of Understanding Between The San Diego Unified School District & The San Diego Education Association

Regarding the Early Childhood Special Education Program

May 25, 2023

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this Memorandum of Understanding ("MOU") regarding the Early Childhood Special Education Program for the 2023-2024 school year.

WHEREAS, the District has informed SDEA of its intent to examine and potentially modify the work week calendar for Early Childhood Education Teachers through a collaborative inclusive of educators, administrators, and families starting in the 2023-2024 school year;

NOW, THEREFORE, the Parties agree to the following:

- 1. 2023-24 School Year ECSE Teacher Preparation Time:
 - 1.1. ECSE Classroom teachers:
 - 1.1.1. The preparation/conference period for full-time ECSE teachers shall be one (1) regular workday of a teacher's workweek, which is not devoted to the instruction of pupils, and which shall be used for the preparation of instructional materials, case management, other instructional-related activities, and may be used for conferences and a reasonable number of meetings.
 - 1.1.1.1. Preparation time for Medically and Physically Challenged ECSE Classrooms will be provided by an educator who has received training on the needs of students in the MPC setting.
 - 1.1.2. This preparation time for a classroom teacher shall be provided by Itinerant ECSE teachers who are assigned in an itinerant position and/or Early Childhood Education visiting teachers assigned to ECSE who have received training to support ECSE Classrooms.
 - 1.1.2.1. The daily rate for Early Childhood Education visiting teachers assigned to ECSE shall be three-hundred dollars (\$300) per day.
 - 1.1.3. In blended classrooms, this preparation time may be provided by assigning additional staff to the classroom for the periods of time when the ECSE classroom teacher is taking their preparation period. Preparation periods shall be in increments of no less than three (3) hour blocks.
 - 1.1.4. ECSE preparation time in separate setting classrooms shall be assigned to Itinerant ECSE teachers to the fullest extent possible prior to assigning to Early Childhood Education visiting teachers assigned to ECSE.
 - 1.1.5. Alternative models which provide for the requisite amount of weekly preparation time may be implemented with the prior approval of the ECSE Program Governance Team, and concurrence of the impacted teacher.
 - 1.1.6. Employees who work part-time will have their preparation hours reduced proportionately.
 - 1.2. ECSE Itinerant teachers:

A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.

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- 1.2.1. Shall be considered itinerant assignment positions as defined in Article 12, Section 12.1.9 of the current collective bargaining agreement; Itinerant ECSE teachers shall be assigned to the Early Learning Program Department for the 2023-2024 school year.
- 1.2.2. Shall be entitled to the same amount of preparation time as defined in 1.1.1 above.
- 1.2.3. The Parties agree to meet and review itinerant pairings.
- 1.2.4. Itinerant ECSE teachers providing preparation time shall not be assigned to more than 4 school sites.
- 1.2.5. Itinerant ECSE teachers will only be used for preparation time and not asked to cover other classes that may be experiencing a short-term vacancy.
- 1.2.6. The Itinerant ECSE Teacher shall be required to request a visiting teacher to work in their absence.

2. <u>Early Childhood Special Education Collaborative:</u>

- 2.1. The Parties agree to convene an Early Childhood Special Education Collaborative to review the following topics for the 2023-24 school year:
 - 2.1.1. Examine Early Learning assessment needs, completion rates, and best practices to ensure compliance.
 - 2.1.2. Review data and research best practices to make recommendations for ECSE classroom locations, length of the school day, length of the school week, and instructional minutes within the Early Learning Continuum.
 - 2.1.3. Review data from the ECSE classrooms to make recommendations related to professional development, caseload, case management and options for students in the ECSE program.
- 2.2. Each Party shall designate its representatives to the Early Childhood Special Education Collaborative. The Deputy Superintendent of the District shall be a member of the Collaborative. The first meeting of the Collaborative shall occur no later than September 1, 2023.
- 2.3. The Collaborative will meet monthly and will potentially pilot solutions during the 2023-24 school year; the Parties may adjust these dates with mutual agreement.
- 3. All components of the current Collective Bargaining Agreement between the SDEA and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- 4. The Parties may amend, delete, or add to this agreement with mutual consent.
- 5. This MOU shall expire in full without precedent on June 30, 2024, unless extended by mutual written agreement.

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FOR THE DISTRICT:		FOR SDEA:	
DocuSigned by:		DocuSigned by:	
Jessica Falk Michelli	May 26, 2023	abdul Sayid	May 26, 2023
Jessica Falk Michelli	Date	Abdul Sayıd	Date
Executive Director, Labor Relations		Executive Director	
DocuSigned by:		DocuSigned by:	
Drew Rowlands	May 26, 2023	kyle Weinberg	May 26, 2023
Drew Rowlands	Date	Kyle Weinberg	Date
Chief Business Officer		President	

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