

MEMORANDUM OF UNDERSTANDING  
By and between  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
And the  
SAN DIEGO EDUCATION ASSOCIATION  
For the  
Central Office Resource Teachers and Program Specialists

The purpose of this Memorandum of Understanding is to finally and completely resolve an unfair practice charge and two (2) grievances filed by the Association against the District regarding Central Office Resource Teachers and Program Specialists. The parties agree as follows:

1. As part of the parties' September 5, 2001 Settlement Agreement over unfair practice charge LA-CE-4244, the parties agreed that "section 12.5 of the negotiated agreement shall be suspended and inoperative with respect to the positions in dispute [Program Specialists excluding Program Specialists/Administrative Interns]; i.e., the individuals/positions over whom the parties are negotiating shall not be subject to the "rotation" process."
2. The suspension referred to in paragraph 1 above has been and remains in effect pursuant to the Settlement Agreement.
3. The grievance filed by the Association over this matter seeks payment by the District to the Association for Association dues and/or fees not paid during the period of time that the positions in dispute were excluded from the bargaining unit. The parties agree this amount is \$42,480.05.
4. The parties hereby agree to permanently remove and exclude Central Resource Teachers from the rotation process currently set forth in section 12.5 of the negotiated agreement. Accordingly, section 12.5 is hereby modified as follows:

The District may interview and will select from among all Central Office Resource Teachers applicants and Master Teacher applicants who have been deemed qualified by the Human Resource Services Division. All advertisements for such positions shall specify that at least two (2) years of experience at a priority staffing school is highly desirable. The District shall advertise such positions through position vacancy announcements as they become available throughout the school year.

5. The parties agree that section 12.5, as set forth above, is now the status quo language of the negotiated agreement.
6. The District agrees to pay to the Association the dues/fees referred to in paragraph 3 above.
7. The parties agree this MOU finally and completely resolves unfair practice charge LA-CE-4244, and completes the negotiations contemplated in the September 5, 2001 Settlement Agreement.

8. The parties agree this MOU finally and completely resolves the Association grievances related to this matter, and that this MOU constitutes the Association's withdrawal of such grievances with prejudice.

**FOR THE DISTRICT:**



William Surbrook  
Director Labor Relations  
San Diego Unified School District

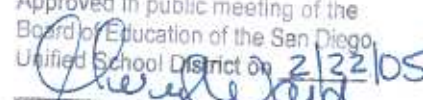
**FOR THE ASSOCIATION:**



Robin Whitlow  
Executive Director  
San Diego Education Association



Judy Thomas  
Negotiations Chairperson  
San Diego Education Association

Approved in public meeting of the  
Board of Education of the San Diego  
Unified School District on 2/22/05  
  
Cheryl Ward, Board Action Officer,  
Board of Education