

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND THE
SAN DIEGO EDUCATION ASSOCIATION (SDEA)
REGARDING
COMMINGLED TRANSITIONAL KINDERGARTEN (“TK4”)

November 9, 2021

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 Education Program.

WHEREAS, a commingled transitional kindergarten TK4 classroom is defined by Education Code 48000(h) as a classroom that commingles 4-year-old children enrolled in a California state preschool program and students enrolled in a commingled transitional kindergarten TK4 program; and

WHEREAS, Education Code 8205(ab) defines four-year-old children as children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a California State Preschool Program; and

WHEREAS, beginning with the 2020-2021 school year, the District began implementing a commingled transitional kindergarten “TK4” model that provides both a Multiple Subject credential holder as well as a Child Development Permit holder in a team teaching model; and

NOW, THEREFORE, the Parties agree to the following:

1. Work year: Effective August 26, 2020 Early Childhood Education positions compensated on Appendix B, Salary Plan 170 will be changed from 181 work days to the 184 work days aligned to the traditional school year calendar; pay will be increased accordingly.
2. Job Code and Stipend: Effective July 1, 2020, ECE unit members assigned to commingled transitional kindergarten TK4 team teaching assignments, will be assigned as Early Childhood Education Teachers. These unit members will be paid the lead teacher stipend indicated in the Collective Bargaining Agreement Appendix B, Section 5.03 for the time they serve in these assignments. The position description for Early Childhood Education Teacher is attached as Appendix A.
3. Staffing Ratio: the Education Code defines the adult to pupil ratio for the commingled transitional kindergarten TK4 classroom. The District will maintain the commingled TK4 classroom model of using an Early Childhood Education Teacher and a Multiple Subject credentialed teacher.
4. Class size: Section 13.2 of the contract applies to commingled transitional kindergarten classrooms. Additionally, commingled transitional kindergarten classrooms will be staffed in accordance with Education Code.

5. Elementary preparation time: Section 8.6.4 of the contract applies to both teachers assigned to a commingled transitional kindergarten TK4 classroom.
6. Workload: The District will balance workload, including any *potential* DRDP assessments, between both teachers assigned to a commingled transitional kindergarten TK4 classroom. Each teacher will perform the duties of the team teaching assignment that are within the scope of their credential or permit as issued by the California Commission on Teacher Credentialing.
7. Team teaching: Teachers assigned to a commingled transitional kindergarten TK4 classroom are team teachers, neither teacher has authority to direct or supervise the work of the other teacher.
8. Preparation days for co-planning: The District acknowledges that a healthy and effective team-teaching relationship requires time for co-planning. For the 2021-2022 school year, teachers assigned to a commingled transitional kindergarten TK4 classroom will have 2 release days for co-planning. The schedule of preparation days will be mutually determined by the team-teachers and approved by the supervisor. Visiting Teachers will be provided if a visiting teacher is not available on the selected date, the teachers will need to select a different date.
9. Training and professional development: The District acknowledges that a healthy and effective team teaching relationship requires training and that it is the District's responsibility to provide such training.
 - a. Within 5 workdays of being newly assigned to a commingled transitional kindergarten TK4 classroom teachers will be provided 8-12 hours of training on:
 - i. Team teaching methods and models,
 - ii. Licensing, regulatory, and legal requirements for the California State Preschool Program and commingled transitional kindergarten TK4 program are sufficient such that the Team teachers can successfully implement and abide by the requirements in a TK4 classroom.
 - iii. The training will be provided to team-teachers concurrently to encourage collaboration.
 - iv. Teachers assigned to a commingled transitional kindergarten TK4 classroom in either the 2020-21 or the 2021-22 school year will be provided this training by February 28, 2022.
 - b. If it is determined that a DRDP assessment must be completed for students enrolled in TK4 the following shall occur:
 - i. Within thirty (30) days of being newly assigned to a commingled transitional kindergarten TK4 classroom, both teachers will be released from their usual work duties to participate in DRDP training.
 - c. These trainings will be mandatory; if pre- recorded training is provided a live question and answer session will be hosted by the Early Learning Department. The live question and answer session is not mandatory.

10. Early Childhood Education Teacher to Credentialed Teacher (TK-12) Pipeline: In recognition of the knowledge, expertise and contributions of the Early Childhood Education Program teachers within the educational program, the District agrees to establish an ECE to Credentialed Teacher Pipeline. ECE unit members pursuing their credential while employed in a teaching position in the Early Childhood Education Program shall be:
- a. Eligible for up to \$1,500 per semester (or \$3,000 annual) reimbursement for the cost of tuition, books, and other mandatory fees incurred while completing coursework or training during non-working hours.
 - i. To qualify for reimbursement, an employee must successfully complete coursework or training (e.g. internship) to obtain a teaching credential. The District shall reimburse the participating teacher once per semester and within 45 work days once the teacher has submitted an expense report and proper documentation per District procedure (see expense job aid). Employees who participate in an approved internship program will continue to be eligible for the reimbursement.
 - ii. Traveling expenses, parking fees, non-mandatory student body fees, school supplies and other incidental costs cannot be reimbursed.
 - iii. An employee who terminates employment with the District within 12 months of receiving tuition reimbursement (only) must refund the amount of the reimbursement to the District or the amount of tuition reimbursed to the employee, which was paid in the immediate 12 months prior to the separation, will be deducted from the final warrant. Employees who are terminated due to layoff, dismissal, disability retirement or death are excluded from this provision.
 - b. Provided support through Early Learning Cohorts. The Early Learning Department will lead monthly voluntary professional learning community meetings designed to support ECE unit members who are enrolled in credential programs. Additionally, any ECE unit members who chooses to pursue their credential through an internship pathway will receive assistance from an intern support provider as outlined in Article 26 of the current Collective Bargaining Agreement.
 - c. Eligible to be placed in a credentialed teaching position once the teacher has completed their program and completes the requirements for a preliminary teaching credential.
 - i. Beginning in 2022, the Human Resource Services Division in partnership with the Early Learning Department will conduct an annual spring orientation meeting for ECE unit members enrolled in credential programs. This meeting shall include:
 1. Sharing information regarding available scholarship resources from third parties for unit members continuing their program.
 2. Support to complete the online application and interview preparation techniques. In order to obtain a credentialed position, the ECE unit members shall complete an online application.
 3. Vacancy information.
 - ii. Beginning in 2022, the Human Resource Division will host an interview and hiring event for current employee ECE unit members, in which they may

interview for vacant TK-12 teaching positions for which they will qualify in April of each year; external candidates will not be considered for this event.

1. ECE unit members who have completed or who will complete within the semester their credential program will be invited to participate once they have completed the online application and submitted the required documents.
 - a. These unit members may be selected through the interview process for positions which they qualify as determined by the credential obtained or which they will obtain within the semester.
 - b. Any positions filled in this process will not be placed in the May post pursuant to Article 12.
2. ECE teacher vacancies that occur before or after the April hiring session will comply with the posting procedures outlined in Article 12.
- iii. If no vacancy exists at the time of the completion of their program, the unit members shall retain their current position with the District. This agreement does not limit or prohibit current ECE unit members who hold a multiple subject, single subject, services credential or other valid credential to apply for or obtain positions as outlined in Article 12 of the current Collective Bargaining Agreement.

11. This Memorandum of Understanding (MOU) supplements and amends the Collective Bargaining Agreement, July 1, 2020- June 30, 2022, and is subject to ratification by both Parties. This MOU expires three years from the date of ratification by both Parties. This MOU is subject to the grievance procedure.

12. 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.

13. The parties may amend, delete, or add to this agreement with mutual consent.

14. This settlement agreement resolves the negotiable effects of the impacts and effects of the implementation of the commingled transitional kindergarten TK4 program.

FOR THE DISTRICT:

DocuSigned by:
Acacia Thede November 10, 2021

0B6623B0574B4DF...
 Acacia Thede Date
 Chief Human Resource Officer
DocuSigned by:
Jessica Falk Michelli November 9, 2021

76F2DE70533F42E...
 Jessica Falk Michelli Date
 Executive Director, Labor Relations

FOR SDEA:

DocuSigned by:
Kisha Borden November 9, 2021

4019DD4E670B4FF...
 Kisha Borden Date
 President
DocuSigned by:
Abdul Sayid November 10, 2021

A65BF18A00CC458...
 Abdul Sayid Date
 Executive Director

DocuSigned by:

Morgan Thornberry

November 10, 2021

5D1BAC472DA441F...

Morgan Thornberry

Date

Organizer

DocuSigned by:

Colleen Andrews

November 16, 2021

75347540823D4A0...

Colleen Andrews

Date

State Preschool Teacher

DocuSigned by:

Miroslava Arteaga-Haro

November 11, 2021

F054D0050C6A4CB...

Miroslava Arteaga

Date

State Preschool Teacher

DocuSigned by:

Josephine Condra

November 16, 2021

F4266A3E1253417...

Josephine Condra

Date

State Preschool Teacher

DocuSigned by:

Lydia Murguia

November 16, 2021

178ECF238DB0490...

Lydia Murguia

Date

State Preschool Teacher

APPENDIX A
SAN DIEGO UNIFIED SCHOOL DISTRICT
POSITION DESCRIPTION

TITLE:	Early Childhood Education Teacher	REPORTS TO:	Site Administrator
DEPARTMENT:	Early Childhood Education	CLASSIFICATION:	Certificated
FLSA:	Exempt		
REVISED:	UPON BOARD APPROVAL	SALARY SCHEDULE:	Appendix B

BASIC FUNCTION:

In collaboration with a Multiple Subject **Credentialed** Teacher, provide an education program for students in a commingled transitional kindergarten TK4 classroom including planning, implementing and evaluating instructional activities, as appropriate for the assigned classroom.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements).

***E* = Essential Functions**

Provide learning experiences in language arts, physical education, art, music, health, and other assigned classes in subject matter suited to needs/level of students assigned. ***E***

Develops lesson plans and supplementary materials compatible with the district's basic instructional philosophy for the needs/level of students. Selects and requisitions books, instructional materials, tools, instructional aids and maintains required inventory records. ***E***

Creates a classroom environment that is conducive to learning and appropriate to the maturity, interest and abilities of students in collaboration. ***E***

Guides the learning process toward the achievement of established State Teaching Standards and district curriculum goals. Establish and communicate clear objectives to the students for all lessons, units and activities. ***E***

Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the developmental needs and capabilities of the individuals or student groups involved. ***E***

Implement the district's philosophy of education, instructional goals and objectives and performance expectations. ***E***

Assesses the performance of students on a regular basis to guide instruction, provides progress reports as required and communicates with students, families and appropriate staff as deemed necessary. ***E***

Develops a code of conduct for the classroom that is consistent with established administrative policies and develops rules of classroom behavior that are enforced in a fair and consistent manner. ***E***

Attends professional development meetings to keep abreast of new developments in early childhood

education. *E*

Supervises students in out-of-classroom activities during the assigned working day. *E*

Collaborates with other staff to plan a balanced instructional program. *E*

Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation. *E*

Takes all necessary and reasonable precautions to protect the integrity and safety of students, equipment, materials, and facilities. *E*

Makes provision for being available to students and parents by appointment for education-related purposes. *E*

Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:

Valid California Children’s Center Permit or California Elementary teaching credential and other appropriate certification as determined by the assignment.

Employment eligibility which may include fingerprints, health (TB) and/or other employment clearance.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Subject matter of assignment.
- Effective teaching strategies and techniques.
- State and Federal laws pertaining to the safety and protection of students.
- State Early Childhood Standards-based curriculum design and State requirements.
- District and program policies and procedures.
- Procedures for handling students in special situations.
- Emergency procedures associated with the classroom.

ABILITY TO:

- Provide effective instruction for all students to meet state standards.
- Demonstrate competence in early childhood instruction.
- Keep abreast of changes in area of early childhood education.
- Maintain current knowledge of applicable provisions of applicable Federal, State and District laws, rules and regulations.
- Adhere to District Code of Ethics.
- Display the use of professional behavior, good judgment and decision-making.
- Communicate effectively orally and in writing and exhibits a command of the fundamentals of the

English language.

Interpret, apply and explain rules, regulations, policies and procedures.

Establish and maintain cooperative and effective working relationships with others.

Analyze situations accurately and adopt an effective course of action.

Meet schedules and time lines.

Plan and organize work.

Operate computer systems and functions.

Maintain records and prepare reports.

WORKING CONDITIONS:

ENVIRONMENT:

Working environment as defined by the program and facilities.

PHYSICAL REQUIREMENTS:

Hearing and speaking to exchange information and make presentations; seeing to perform assigned duties; sitting or standing for extended periods of time; dexterity of hands and fingers to operate a computer keyboard and other equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally to retrieve and store files and supplies; lifting light objects, sufficient mobility for prompt changes of position required to maintain order and discipline.