

NOTE:

This workload language applies only to areas not already addressed in other portions of the contract. Make sure you know your contract to determine what is covered elsewhere.

****This language will be added to Article 8: Hours of Employment of our contract.**

***Key provision! =>**

**** New work for groups triggers this language, NOT individuals (unless the person is the department).**

***The MOU was signed on 11/18/09, the date at which the standard is set permanently.**

****The MOU does NOT mean the District can't make changes that result in new work. It DOES mean that in doing so, something else of comparable quantity must come off of our plates.**

***In other words, saying, "Governance okayed this change," does NOT waive our contractual rights!**

MEMORANDUM OF UNDERSTANDING

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.

****The process for enforcing violations of this language differs from the regular grievance process and timeline (see chart below).**

***For a site violation, "SDEA making the District aware" would be the AR informing the Principal.**

****The grievance process and timeline kick in *after* the workload-specific process.**

****De minimus* = Negligible. Impact must be substantive or language does not apply.**

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.

