


MEMORANDUM OF UNDERSTANDING

The Poway Unified School District (“PUSD” or “District”) and the Poway School Employees Association (“PSEA”) (collectively, the “Parties”) agree to the following Memorandum of Understanding (“MOU”) regarding utilizing a framework related to discussing the impacts on PSEA classifications of the implementation of District wide initiatives.

Therefore, PUSD and PSEA agree to the following:


1. Effective December 2023, whenever the District plans to implement a District-wide initiative or other managerial prerogative that may impact the working conditions of PSEA classifications, District leadership shall communicate such plans to PSEA leadership during regular communications and standing Labor Relations meetings, and such communications shall occur sufficiently in advance of implementation of the initiative to allow the below to occur.
2. Following communications pursuant to Paragraph 1, the parties shall promptly establish a diverse and balanced representative workgroup committee identified by the District and PSEA. The committee will outline the following components of a high level implementation plan:
 - A. Identify impacted PSEA classifications.
 - B. Confirm timelines and any potential operational gaps to address.
 - C. Support the development and outline of a communication plan to impacted PSEA classifications.
 - D. Identify any training/in-service needs for PSEA impacted classifications relating to the District-wide initiative.
 - E. During and/or after implementation of the District-wide initiative, the committee shall meet to discuss and reflect on the high level implementation plan, including but not limited to whether the above items were effectively addressed during the implementation and whether any other areas impacting PSEA classifications should be addressed.
3. If the committee established above is unable to reach a consensus on the above items before implementation, either Party may revoke the impasse resolution procedures under EERA, and those procedures will be utilized before implementation.
4. The above process shall satisfy the duty of the Parties to negotiate over any negotiable impacts of managerial decisions.
5. This MOU does not modify or amend any current contract language or other agreements between the Parties.
6. This MOU is non-precedential and does not establish any binding past practice.

7. This MOU may be terminated by either Party with six (6) months' notice, in order to allow the Parties an opportunity to negotiate a new MOU if they so choose.



JAMES JIMENEZ
Associate Superintendent,
Personnel Support Services
Poway Unified School District

4/1/2024
Date



COURNEY MARTIN
President,
Poway School Employees Association

4/9/2024
Date