

SECTION I - RECOGNITION

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The Poway Unified School District Board of Education (hereinafter referred to as the "District" or as the "Employer") recognizes the Poway Federation of Teachers (hereinafter referred to as the "Federation" or the "Exclusive Representative") as the sole and exclusive bargaining agent for the District certificated employees defined below.

The employees in this unit are: All classroom teachers, teachers of special education, ROP teachers, teachers on special assignment, pre-school teachers, school librarians, nurses, speech therapists, reading specialists, educational audiologists, temporary teachers, summer school teachers, full-time substitutes under contract, adult education teachers teaching more than six hours per week and hourly "Impact Teachers."

The term "employee," "employees," "teacher," and "teachers" as used throughout this agreement specifically excludes all management, supervisory, and confidential employees, and all other certificated employees not specified above. Whenever the term "teacher" or "teachers" is used, it specifically refers to the members of this bargaining unit.

The Federation shall be notified of all new certificated employee classifications in sufficient time for Federation input concerning the proper unit placement of the new classification. When the District and Federation agree, the new certificated employee classification shall be included in this unit and thereby covered by this agreement immediately.

When the District and Federation disagree, PERB will be consulted for a ruling. If determination is made that the new classification is in the unit, those employees shall be covered immediately under the terms of this agreement.

1 **SECTION II – DURATION OF AGREEMENT**

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3 This agreement shall become effective on July 1, 2012, and shall remain in force until
4 June 30, 2015.

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6 This agreement is based on a set of assumptions derived from the Preliminary State
7 Budget for education and District budget assumptions for the school year as discussed
8 in the fiscal Interest Based Problem Solving group as of April. The Federation and the
9 District agree to use an ongoing fiscal Interest Based Problem Solving group to review
10 and reconcile revenue, expenditures and ending balances of the PUSD budget for
11 school years covered by this agreement.

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13 The parties agree to hold the second Tuesday following the Governor’s May Revise, of
14 each school year as a target date for completion of this agreement. By November 30,
15 the group will reconcile revenue, expenditures and ending balances and assumptions
16 as data points for possible adjustments to the total compensation and work year.

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18 Articles of this Agreement may be amended by mutual consent during the duration of
19 this agreement.

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21 During the 2012/13 school year, each party shall have the right to reopen Section III-
22 Health Benefits and Section XI-Wages, and not more than four additional sections and
23 other articles as may be mutually agreed.

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25 During the 2013/14 school year, each party shall have the right to reopen Section III-
26 Health Benefits and Section XI-Wages, and not more than four additional sections and
27 other articles as may be mutually agreed.

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29 During the 2014/15 school year, each party shall have the right to reopen Section III-
30 Health Benefits and Section XI-Wages, and not more than four additional sections and
31 other articles as may be mutually agreed.