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**AGREEMENT BETWEEN**  
**POWAY UNIFIED SCHOOL DISTRICT**  
**AND**  
**POWAY FEDERATION OF TEACHERS**

**July 1, 2026 – June 30, 2029**

**Dated:** \_\_\_\_\_ **Poway Federation of Teachers**  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_ **Poway Unified School District**  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

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1 entitled to continue to be covered under the health, dental, and vision care plan until  
2 August 31 of the ensuing school year.

### 3 4 **PART-TIME TEACHERS**

5  
6 **Part-time unit members, including shared contracts, working 50% or more of the full-time**  
7 **equivalent shall receive the basic insurance package.** Teachers who are working less  
8 than 50% of the full-time equivalent are not eligible for benefits, except:

- 9  
10 1. Employees who transfer from a position of 50% or more of the full-time equivalent to  
11 less than 50% of the full-time equivalent may continue coverage on the benefits plan  
12 on an employee-pay-all basis until the later of:  
13  
14 (a) The August 31 following the date of the reduced service, or  
15  
16 (b) The end of the month, three months following the date of the reduced service.  
17  
18 2. Employees who are covered under the benefits plan on a leave of absence status,  
19 who return to work in a position of less than 50% of the full-time equivalent may  
20 continue coverage on the benefits plan on an employee-pay-all basis for the same  
21 duration as Paragraph 1 above.  
22  
23 3. Employees may elect to continue the coverage for themselves and dependents by  
24 submitting the annual premium in advance to the Payroll Department of the Poway  
25 Unified School District or by arranging for payroll deductions.  
26

### 27 **HOURLY TEACHERS**

28  
29 Hourly unit members working over 50% of a full-time teacher shall receive the basic  
30 insurance package. Unit members will receive Two thousand fifty dollars of  
31 discretionary funds in the following manner:

- 32 a. 55%-64% assignment will receive \$410 (20%) of discretionary funds per year.  
33 b. 65%-74% assignment will receive \$820 (40%) of discretionary funds per year.  
34 c. 75%-84% assignment will receive \$1230 (60%) of discretionary funds per year.  
35 d. 85%-94% assignment will receive \$1640 (80%) of discretionary funds per year.  
36 e. 95%-100% assignment will receive \$2050 (100%) of discretionary funds per year.  
37

### 38 **HEALTH AND WELFARE BENEFITS FOR RETIRED TEACHERS**

39 **SEE APPENDIX C: OPEB Funding (Other Postretirement Employee Benefits) MOU.**

40  
41  
42 Unit members with ten years of benefited eligible district service or more in the bargaining  
43 unit will receive the equivalent of the cost of least expensive medical, dental and vision  
44 coverage for use toward Health and Welfare premiums from the time of STRS/PERS  
45 retirement from the District until age 65. All monies paid by the District must be used for  
46 medical, and/or dental and/or vision coverage; no other benefits are covered. Unit  
47 members selecting a more expensive medical, dental, or vision plan will pay the  
48 difference in premium costs. If at any time a unit member ceases coverage for a PUSD

1 medical, dental or vision plan, the unit member becomes ineligible to reinstate election of  
2 said plan.

3  
4 Teachers moving out of the area or electing non PUSD coverage will be reimbursed for  
5 the same dollar amount up to, but not to exceed the actual cost of the least expensive  
6 medical, dental and vision coverage. Any unused monies remain with the District.

7  
8 Unit members with ten years of benefited eligible service who separate from the District  
9 and are not yet eligible to retire under STRS/PERS are eligible for retiree health and  
10 welfare benefits upon their retirement from STRS/PERS if both of the following conditions  
11 are met:

- 12
- 13 ● Retirement occurs within 12 months of separation from the District
- 14 ● They maintain continuous PUSD insurance coverage by submitting the premium  
15 under the terms of COBRA.
- 16

17 Unit members who receive STRS Disability Allowance under Options A or B and meet  
18 the requirements listed above will qualify for these benefits upon STRS notification to the  
19 District.

20  
21 Post 65 Retiree Benefits: All retirees will receive information on the option to purchase  
22 PUSD dental and vision when they reach age 65. Retirees must select from the District  
23 offered medical, dental and vision plans. There will be no cash contribution from the  
24 District for premiums. Post 65 retirees will pay the District's rates for the plans.  
25 Participants must make their quarterly premium payment by the specified due date. Lack  
26 of payment by the due date will result in termination of benefits and will not be eligible for  
27 reinstatement.

## 28

### 29 **CONDITIONS OF HEALTH AND WELFARE BENEFITS**

## 30

31 For the duration of this contract, there shall be no change in the basic plans, unless by  
32 mutual consent.

33 For the duration of this contract, the District guarantees no decrease in coverage.

### 34

### 35 **BENEFITS "OPT-OUT"**

## 36

37 Unit members who provide the required proof of other group medical insurance coverage  
38 may opt out of major medical, dental and vision coverage and receive one thousand two  
39 hundred fifty (1,250) dollars per plan year. Unit members who opt out of medical coverage  
40 but retain dental and vision coverage will receive the difference of the opt out amount and  
41 the actual cost for the selected dental and/or vision coverage.

42

43 Medicare, MediCal, TriCare, Covered California or individual policy plans shall not qualify  
44 as "other group medical insurance coverage." And are therefore ineligible for opt out  
45 funds. However, these unit members are eligible to participate in district sponsored dental  
46 and vision plans at the same negotiated out-of-pocket rate as other unit members.

1 Unit members who Opt-Out must enroll in the District sponsored standard life insurance  
2 coverage.

3  
4 Unit members wishing to enroll in dental or vision coverage for themselves and/or their  
5 dependents may do so. Premiums will be deducted from the employee "cash to warrant"  
6 funds described below.

7  
8 Effective July 1, 2007, unit members electing to Opt-Out of the District basic insurance  
9 package will receive \$1,250 annually (\$125.00 tenthly) as cash to warrant. By the end of  
10 each annual open enrollment period, unit members who currently opt out of the District  
11 Basic Insurance package must formally select a District provided medical plan on the  
12 Benefits Enrollment Form or an Opt-Out Option Form attesting that they and their "tax  
13 family" have other group medical insurance coverage.

14  
15 A unit member who fails to provide an Opt-Out Option Form by the end of annual open  
16 enrollment shall lose eligibility for opt-out cash-to-warrant for the upcoming plan year.  
17 The employee shall be automatically enrolled in the lowest cost employee-only medical  
18 plan  
19

DRAFT



1 In the future, if additional work days are identified or negotiated for a group of teachers  
2 which constitutes a full year of service credit for STRS purposes, they shall receive  
3 additional sick leave per the chart below.  
4

Additional Workdays	Additional Sick Leave Hours	Additional Sick Leave Days
9	3.5 hrs.	.5 day
18	7 hrs.	1 day
27	10.5 hrs.	1.5 days
34 or more	14 hrs.	2 days

5  
6 The annual allotment of leave shall be credited at the beginning of each fiscal year for  
7 illness or injury. Leaves for part time teachers, librarians and pre-school teachers will be  
8 prorated. Upon retirement, unused sick leave shall be credited for retirement purposes as  
9 specified in state statutes.

10  
11 Teachers who choose to work optional assignments, such as Summer School/Extended  
12 School Year (ESY), will earn one hour of non-cumulative sick leave per 30 hours  
13 worked, which shall not be credited for retirement purposes as specified in State  
14 statutes.

15  
16 The annual allotment of sick leave becomes available immediately upon the beginning of  
17 service for each school year.

18  
19 At the beginning of each new school year, each teacher shall have access to an  
20 accounting, in print or digital format, of the total number of sick leave days that have been  
21 accumulated to that time.

22  
23 The District will provide for the leave of absence from duty and will grant compensation  
24 during the leave of absence to all certificated employees in this Unit who are compelled  
25 to absent themselves from their duties because of accident or illness, whether or not the  
26 cause of absence arises out of and in the course of the employment of the employee, or  
27 because of quarantine which results from contact with other persons having a contagious  
28 disease while performing his/her duties, or because of temporary inability to perform the  
29 services required because of illness, accident or quarantine.

30  
31 Use of full sick leave benefits will be authorized for that period of time during childbirth in  
32 which, in the written opinion of the employee's physician, the employee is medically  
33 disabled, and unable to perform regular duties because of such a disability. Disabilities  
34 will include any cause for which sick leave of absence would be granted, including but not  
35 limited to, disabilities as a result of pregnancy, miscarriage, childbirth, and recovery.  
36

1 Permanent employees who have resigned or probationary employees who have been  
2 dismissed or resigned because of a reduction in services, shall be entitled to accrued sick  
3 leave if reemployed within thirty-nine (39) months of termination.

4  
5 Upon retirement, unused sick leave shall be credited for retirement purposes as specified  
6 in State statutes.

### 7 8 **Extended Sick Leave**

9 Employees absent from duty for reason of illness or accident, for a maximum period of  
10 five (5) months from the date of the expiration of accumulated sick leave shall receive the  
11 differential pay rate as defined in the Wages article. During this time, the employee's  
12 benefits will remain the same, as if the employee were in full paid status.

### 13 14 **CATASTROPHIC ILLNESS LEAVE**

#### 15 16 **Definition**

17 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate  
18 an employee for an extended period of time, or that incapacitates a member of the  
19 employee's family which incapacity requires the employee to take time off from work for  
20 an extended period of time to care for that family member, and taking extended time off  
21 work creates a financial hardship for the employee because he or she has exhausted all  
22 of his or her sick leave and other paid time off.

23  
24 The District shall establish a Catastrophic Leave Bank to which eligible unit members may  
25 donate earned and unused sick leave. Catastrophic leave can only be granted to  
26 members who have joined the Catastrophic Leave Bank by donating at least one day of  
27 sick leave during an advertised Catastrophic Leave Drive.

28  
29 The Catastrophic Leave Drive conducted during the 2024-25 school year shall going  
30 forward be considered a "Primary Catastrophic Leave Drive." PFT unit members who  
31 donate a minimum of one day of sick leave during each Primary Catastrophic Leave Drive  
32 will be considered members of the Catastrophic Leave Bank for a period of three years.  
33 For example, those who donated in the fall 2024 drive shall remain members of the Bank  
34 for the 2024-25, 2025-26, and 2026-27 school years. Primary Catastrophic Leave Drives  
35 will occur every third year (fall 2024, fall 2027, fall 2030, etc.).

36  
37 During years in which there is not a Primary Catastrophic Leave Drive, unit members may  
38 wish to donate and join the Catastrophic Leave Bank. To give this opportunity to as many  
39 unit members as possible, a Secondary Catastrophic Leave Drive will occur during years  
40 in which there is not a Primary Catastrophic Leave Drive. PFT unit members who donate  
41 a minimum of one day of sick leave during a Secondary Catastrophic Leave Drive will be  
42 considered members of the Catastrophic Leave Bank for the remaining years of the  
43 current three-year Primary Drive Cycle. For example, those who donate in the fall 2025  
44 Secondary Catastrophic Leave Drive, can apply to access the Bank for the 2025-26 and  
45 2026-27 school years. Those who donate in the fall 2026 Secondary Catastrophic Leave  
46 Drive, can apply to access the Bank for the 2026-27 school year only.

1 Donations shall be irrevocable. A donation to the Catastrophic Leave Bank shall be a  
2 general donation and shall not be donated to a specific employee for his or her exclusive  
3 use.  
4

### 5 **Eligibility**

6 Temporary, probationary, and permanent unit members are eligible to participate. When  
7 a drive occurs, the unit member must have at least one (1) earned day of sick leave  
8 available by October 1 of the current school year to be eligible to donate. Upon retirement  
9 or separation from the District, a unit member may donate sick days to the Catastrophic  
10 Leave Bank if desired. Any such donations are permanent and will not be included when  
11 the unit member's sick leave balance is reported to STRS.  
12

### 13 **Auto-renewal & Ability to Opt-out**

14 Once a unit member has joined the Catastrophic Leave Bank by donating at least one  
15 day of sick leave during a Catastrophic Leave Drive, the unit member shall remain a  
16 member of the Catastrophic Leave Bank, with one day being automatically deducted from  
17 the member's sick leave and donated during the next Primary Catastrophic Leave Drive.  
18 Primary Catastrophic Leave Drives shall occur every third year (fall 2024, fall 2027, fall  
19 2030, etc.). This auto donation of one day occurs for all eligible unit members who have  
20 donated and joined the Bank in a past drive, regardless of whether the unit member joined  
21 during a Primary Catastrophic Leave Drive or a Secondary Catastrophic Leave Drive.  
22

23 Members of the Catastrophic Leave Bank who wish to opt out of membership in the  
24 Catastrophic Leave Bank can do so during a Primary Catastrophic Leave Drive. It is the  
25 responsibility of the unit member to actively opt out during a Primary Catastrophic Leave  
26 Drive to avoid donating a sick day. Unit members who opt out of a cycle will not have a  
27 sick day automatically donated to the Bank and will not be eligible to be a recipient of  
28 catastrophic leave during that three-year cycle (unless they subsequently join the Bank  
29 again, by voluntarily donating a day during a Secondary Catastrophic Leave drive).  
30

31 NOTE: Auto-donation avoids the possibility of forgetting to manually join during each  
32 Primary Catastrophic Leave Drive. Forgetting to donate would nullify a unit member's  
33 ability to access the Bank in the event of a catastrophic illness. The ability to opt out  
34 preserves the rights of unit members who do not wish to donate a sick day and who do  
35 want to withdraw from the bank.  
36

### 37 **Potential Modifications to the Three-Year Cycle**

38 If a three-year cycle ends and the available hours in the Bank remain high, the Governing  
39 Committee may waive the auto-donation of current members for the next three-year cycle.  
40 A drive would still be conducted and unit members wishing to join the Bank would have  
41 the opportunity to donate. As an emergency measure, if the Catastrophic Leave Bank  
42 drops below 100 days, the Governing Committee may shorten the current three-year  
43 cycle and implement a drive with a one, two, or three-year cycle. In the case of a  
44 shortened cycle, current members of the Bank who do not choose to opt out during the  
45 Catastrophic Leave Drive will automatically donate one day of sick leave and remain in  
46 the Catastrophic Leave Bank for the newly declared cycle.  
47  
48

1 **Governing Committee**

2 The Governing Committee shall be composed of five members:

- 3 1. Three teachers (tenured)
- 4 2. Two administrators

5  
6 The duties of the Governing Committee shall include the following:

- 7 1. To approve requests for withdrawal from the Catastrophic Leave Bank.
- 8 2. To make any additionally necessary governing decisions relative to the operation
- 9 of the Catastrophic Leave Bank.

10  
11 Governing decisions will be made by consensus, where possible. Where a consensus  
12 decision cannot be reached, the governing decisions will be made on the basis of four  
13 votes or more.

14  
15 **Annual Rollover of Days in Catastrophic Leave Bank**

16 Any days remaining in the Catastrophic Leave Bank at the end of the school year will be  
17 credited to the Catastrophic Leave Bank for the next school year.

18  
19 **Qualifications of Recipient**

- 20 1. Any member who has donated at least one day of sick leave to the Catastrophic  
21 Leave Bank during the most current drive cycle and who meets the definition of  
22 catastrophic illness or injury is eligible to apply for use of sick leave days in the  
23 Catastrophic Leave Bank. Members must wait 30 calendar days after their initial  
24 donation to access catastrophic leave.
- 25 2. To be eligible for use of Catastrophic Leave Bank days, the unit member must  
26 have exhausted accrued paid leave.
- 27 3. A unit member must use all paid leave credits that he or she continues to accrue  
28 on a yearly basis before receiving sick leave days which have been donated to the  
29 Catastrophic Leave Bank.
- 30 4. The maximum number of days to be utilized by one unit member for a single  
31 catastrophic illness shall not exceed 50 days or 50% of the total available leave  
32 bank, whichever is less.
- 33 5. Any unit member requesting use of sick leave days in the Catastrophic Leave Bank  
34 must provide the Governing Committee with written verification of the catastrophic  
35 illness. Such verification must be prepared in writing by a licensed physician of the  
36 State of California. The Governing Committee may require the unit member who  
37 is incapacitated to undergo an examination by a physician selected from a list  
38 supplied by the District, at the District's expense, to verify the injury or illness, the  
39 degree of disability, and the anticipated length of disability.

40  
41 Recipients of Catastrophic Leave Bank days shall receive those days in the form of their  
42 regular salary. Use of catastrophic leave will not result in differential pay during the  
43 employee's absence.

44  
45 **Procedure**

- 46 1. The Governing Committee shall develop the process by which donations shall be  
47 solicited and submitted. All donations must be received by the last working day of  
48 the Catastrophic Leave Drive.

2. All requests for Catastrophic Leave Bank Days shall be presented in writing to Personnel Support Services (PSS), which shall forward that request to the Governing Committee. The District shall provide the unit member with a copy of this contract provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.
3. PFT shall hold the Governing Committee harmless and indemnify the Governing Committee from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.
4. The Governing Committee's decision to deny a unit member's request to utilize the Catastrophic Leave Bank is final and not subject to the grievance procedure.

## **INDUSTRIAL ACCIDENT LEAVE**

Eligibility for Industrial Accident and Industrial Illness Leave accrues immediately by virtue of employment with the Employer.

Requirements are those provided in compliance with the California Education Code Statutes but will not exceed a maximum of one hundred thirty-five (135) days for each industrial accident or illness.

Unless the employee is in full-time paid status for a minimum of 75% of the total contract days in the same assignment, no step increment shall be granted. Those employees on Industrial Accident Leave will be considered in full-time paid status while on such leave.

## **PERSONAL NECESSITY LEAVE**

Unit members may use accumulated sick leave granted pursuant to Education Code 44978 for personal necessity leave. Such leave is with full pay and is deductible from accrued sick leave. Personal necessity leave will include the following situations.

- Death of a member of the immediate family, (mother, father, aunt, uncle, niece, nephew, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any person living in the immediate household of the employee.)
  - In cases of long-established family or personal relationships not listed, personal necessity leave may be granted at the discretion of the Associate Superintendent Personnel Support Services or designee.
- Accident involving employee's person or property or the person or property of a member of the employee's immediate family.
- Appearance in court as a defendant, as a witness under an official order, or to appear with employee's minor child or ward on any court summons.
- Illness or surgery involving a member of immediate family, as verified by the employer, if necessary.

- Observance of religious holidays (well recognized religion in which observance of tenets necessitates employee's absence).
- Full time unit members may access up to 14 hours (or the amount proportional to their contracted percentage) of Personal Necessity Leave to find, enroll, or re-enroll a family member in a preschool/childcare center, College, University, or other post-secondary institution.
- The Family-School Participation Act (Labor Code Section 230.8) allows parents, grandparents, and guardians to take time off from work to participate in their children's school or childcare activities. If you meet the following criteria: You are a parent, guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve, or licensed child daycare facility, you may take up to 40 hours each year (up to eight hours in any calendar month) to participate in activities at your child's school or daycare facility.
- Upon exhaustion of compelling reasons, up to two additional days of personal necessity leave may be used to participate in or attend a graduation or promotion.
- Unit members who become parents through legal adoption will be granted, upon request, up to ten days personal necessity leave in addition to the days specified under Parental Leave of this section.
- A unit member may use up to five (5) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion.

If an employee has exhausted regular sick leave, he or she will be eligible to receive a maximum of five days' leave for illness or surgery of an immediate family member, as verified by the employer, if necessary. Compensation shall be at the differential pay rate as defined in the Wages article. This leave does not accumulate from year to year.

### **MEDICAL LEAVE**

A leave shall be granted for physical or mental illness upon proper certification from a licensed medical practitioner. Leaves for physical disability shall be provided in compliance with Education Code Provisions including STRS disability retirement options.

Leaves granted for mental or physical disability may be renewed for a second year upon approval of the district.

### **PARENTAL LEAVE**

Unit members who become parents, including by legal adoption, will be granted up to ten days (10) leave. Such leave is at full pay and is deductible from accrued sick leave.

1 A teacher, who is a parent through childbirth, adoption, or legal guardianship, may apply  
2 for unpaid leave. The terms and conditions for this leave shall be consistent with those  
3 for all other non-paid leaves.  
4

5 As provided by law, teachers applying for parental leave may apply to STRS for purchase  
6 of permissible service credit.  
7

8 **Child Bonding Leave (pursuant to Government Code 12945.2 & Education Code**  
9 **44977.5)**

10 Qualifying unit members may opt to access up to 12 weeks of accrued sick leave for the  
11 purposes of child bonding, during the first 12 months after a baby's birth, adoption, or  
12 foster placement. (This leave expires on the date of the child's 1<sup>st</sup> birthday or 12 months  
13 after adoption or foster placement).

- 14 • Sick days accessed when a unit member is medically unable to work per a doctor  
15 due to pregnancy, childbirth, or recovery therefrom, are not deducted from the 12  
16 weeks of child bonding leave.
- 17 • If sick leave is exhausted, the unit member may continue to access child bonding  
18 leave at the differential pay rate as defined in the Wages article for the remainder  
19 of the 12 weeks.
- 20 • The minimum duration of the leave shall be two weeks, except that the District  
21 must grant a request for a leave of less than two weeks duration on any two  
22 occasions. Use of one or more days of leave during a workweek shall constitute  
23 one week of leave under this section.  
24

25 To be eligible to access this leave, unit members who become parents, including via legal  
26 adoption or foster placement:

- 27 • Must have been employed for at least 12 months with PUSD within the last seven  
28 years.
- 29 • Cannot have taken 12 work weeks under the Family Medical Leave Act (FMLA)  
30 and/or the California Family Rights Act (CFRA) during the appropriate period (12  
31 months) prior to the present request. This includes cases of subsequent children.
- 32 • Must meet all these requirements in the past 12 months to be eligible for Child  
33 Bonding Leave in the case of subsequent children.  
34

35 **LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY**  
36 **THEREFROM**  
37

38 The board shall provide a leave of absence from duty for any member of the Unit who is  
39 required to be absent from duty because of pregnancy, miscarriage, childbirth, and  
40 recovery therefrom.  
41

42 Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and  
43 recovery therefrom are, for all job-related purposes, temporary disabilities and shall be  
44 treated as such under any health or temporary disability insurance or sick leave plan  
45 provided by the District.

1 The board will grant leave with pay only when it is necessary to do so in order that leaves  
2 of absence for disabilities caused or contributed to by pregnancy, miscarriage, childbirth,  
3 and recovery therefrom, be treated the same as leaves for illness, injury, or disability.  
4

#### 5 **LEAVE FOR REPRODUCTIVE LOSS (Government Code section 12945.6)**

6  
7 Up to 5 days of accrued sick leave may be accessed for reproductive loss which includes  
8 miscarriage, failed adoption, failed surrogacy, stillbirth, and unsuccessful assisted  
9 reproduction. The reproductive loss event applies to any person who would have been a  
10 parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or  
11 pregnancy.

- 12 ● The bargaining unit member must be employed by PUSD for at least 30 days prior  
13 to the commencement of this leave.
- 14 ● These days need not be taken consecutively.
- 15 ● If a unit member experiences more than one reproductive loss event within a 12-  
16 month period, a total of up to 20 days may be accessed within a 12-month period.
- 17 ● Reproductive loss leave shall be completed within three months of the reproductive  
18 loss event.
  - 19 ○ “Reproductive loss event” means the day or, for a multiple-day event, the  
20 final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an  
21 unsuccessful assisted reproduction.
  - 22 ○ However, if, prior to or immediately following a reproductive loss event, an  
23 employee is on or chooses to go on leave from work pursuant to  
24 Government Code Section 12945 (disabled as a result of pregnancy,  
25 childbirth, or a related medical condition) or 12945.2 (Family Care & Medical  
26 Leave), or any other leave entitlement under state or federal law, the  
27 employee shall complete their reproductive loss leave within three months  
28 of the end date of the other leave.
- 29 ● Any information provided to the district pursuant to this section shall be maintained  
30 as confidential.

#### 31 **GENERAL LEAVE**

32  
33  
34 General Leave is not to exceed one school year without pay. A one-year extension may  
35 be granted with Board approval.

36  
37 Each request for a General Leave shall be considered on its own merit, compliance with  
38 statutory requirements, and the effect upon the instructional programs of the school  
39 District.

40  
41 Leaves may be granted for exchange teacher, acquisition of advanced degrees, travel,  
42 and/or specific educational opportunities with prior written approval of the Associate  
43 Superintendent, Personnel Support Services.  
44  
45  
46  
47

1 One year of exchange teaching or service as a paid Officer or Staff Person of the  
2 Exclusive Representative (the total number of such positions shall not exceed three per  
3 year) will be considered to equal one year of teaching within the District for salary  
4 determination upon return to employment.

5  
6 **STUDY AND TRAVEL (SABBATICAL) LEAVE**

7  
8 The number of eligible teachers shall be two (2) percent of the members of the bargaining  
9 unit in any one (1) school year.

10  
11 The Board may grant leaves of absence not to exceed one year for the purpose of  
12 permitting study or travel by employees of this Unit which will benefit the schools and the  
13 pupils of the District. No Sabbatical Leave of Absence shall be granted to any employee  
14 who has not rendered service to the District for at least seven (7) consecutive years  
15 preceding the granting of the leave and not more than one such leave of absence shall  
16 be granted an individual in each seven (7) year period.

17  
18 Each employee granted a Sabbatical Leave will be required to perform such services  
19 during the leave as the District and the employee may agree upon in writing. The  
20 employee shall receive compensation during the period of absence in the amount of one-  
21 half his/her regular salary for the period on leave. This leave may be taken for one full-  
22 year or one-half year.

23  
24 Each employee, as a condition to being granted a Sabbatical Leave of Absence, shall  
25 agree in writing to render a period of service in the employ of the Poway Unified School  
26 District following return from the leave of absence which is equal to twice the period of  
27 the leave.

28  
29 One year of Sabbatical Leave or one year of combined Sabbatical Leave and teaching  
30 will be considered to equal one (1) year in the District.

31  
32 The employee will post a bond equal to the amount of salary earned or provide some  
33 other type of surety, unless it is waived by Board resolution.

34  
35 Nothing in this leave policy shall prohibit the Board of Education from granting leaves in  
36 excess of two (2) percent of the members of the bargaining Unit.

37  
38 Applications for Sabbatical Leave shall be submitted on or before April 1 of the school  
39 year preceding the proposed leave of absence or such date as may be mutually agreed  
40 upon by the District and the Exclusive Representative.

41  
42 **JURY DUTY LEAVE**

43  
44 The District agrees to grant to members of the bargaining unit regularly called for jury duty  
45 or to appear as a witness in court other than as a litigant or to respond to an official order  
46 from another governmental jurisdiction for reasons not brought about through the  
47 connivance or misconduct of the employee in a manner provided by law, leave of absence  
48 without loss of pay for time the employee is required to perform such duty during the

1 employee's regularly assigned working hours. Employees, so called, must notify the  
2 District of service date(s) upon receiving said notice from officers of the Court. The District  
3 shall pay the employee the difference, if any, between the employee's regular rate of pay  
4 and the amount received for such duty, less meals, travel, and parking allowances.  
5 Employees are required to return to work during any day in which such duty services are  
6 not required. The District may require verification of jury duty prior to or subsequent to  
7 providing jury duty compensation.

8  
9 Employees summoned to serve jury duty during workdays may choose to defer jury duty  
10 to non-contract days. These employees who receive court permission to defer jury duty  
11 to non-contract days shall be paid a stipend equal to the daily substitute rate of pay for  
12 those days or portion of days served. These teachers will attach a copy of the original  
13 summons as well as the court timesheet documenting actual time served to a P-9 form,  
14 which should be submitted to Payroll within ninety (90) days of the employee's return to  
15 work. Employees whose original summons was for jury duty during non-work time shall  
16 not be eligible for this provision.

### 17 **LEGISLATIVE LEAVE**

18  
19  
20 Members of the bargaining unit who are elected to or appointed to Federal, State, County,  
21 or Municipal governmental offices may be granted leave without pay. The duration of the  
22 leave shall not exceed the term of the office unless otherwise approved by the Board of  
23 Education.

### 24 **MILITARY LEAVE**

25  
26  
27 Military Leave shall be granted to members of the bargaining unit for military duty that  
28 cannot be expected to be disregarded, and which necessitates immediate attention.  
29 To be eligible to receive Military Leave benefits, members of the bargaining unit shall be  
30 required to request such leave in writing and, upon request, to supply the District with  
31 "orders" and status reports. Upon approval by the Board of Education the unit member  
32 shall receive pay for a period not to exceed thirty (30) calendar days.  
33 Unit members shall attempt to schedule military service at a time which will not conflict  
34 with regular school duties.

35  
36 Every effort shall be made to place returning teachers having physical handicaps.

37  
38 As provided by law, ten (10) days unpaid leave for a military spouse of military returning  
39 from duty shall be granted. If available and at the employee's discretion, they may use  
40 seven (7) personal necessity days.

### 41 **BEREAVEMENT LEAVE**

42  
43  
44 The District will grant leave of absence, not to exceed five (5) days due to the death of  
45 any member of the employee's immediate family. This leave also applies to the loss of a  
46 child due to stillbirth.

1 No deduction shall be made from the salary of such employee, nor shall such leave be  
2 deducted from other categorical leaves granted by the District.

3  
4 Members of the immediate family mean the mother, father, aunt, uncle, **niece, nephew,**  
5 grandmother, grandfather, or a grandchild of the employee or of the spouse of the  
6 employee, and the child of the employee or of the spouse of the employee, and the  
7 spouse, son-in-law, son, daughter, daughter-in-law, brother or sister of the employee or  
8 any person living in the immediate household of the employee.

9  
10 In cases of long-established family or personal relationships not listed, bereavement  
11 leave may be granted at the discretion of the Associate Superintendent Personnel  
12 Support Services or designee.

### 13 **PERSONAL REASONS**

14  
15  
16 If the members of the Unit find it necessary to be absent for personal reasons, they may  
17 secure time off by applying to the principal if they are going to be absent for a period of  
18 time up to three hours. Such leave is without loss of salary and is granted only when a  
19 valid reason for such absence exists. Frequent requests for such absences are to be  
20 avoided and may be approved only when the principal is certain that the individual's duty  
21 assignment can be adequately covered without the employment of a substitute.

22  
23 Requests for such leave shall be presented in writing, except in emergencies.

### 24 **COMPELLING REASONS LEAVE**

25  
26  
27 Effective July 1, 2024 and annually thereafter, each member of the unit shall be eligible  
28 for a maximum of three (3) days of Compelling Personal Reasons Leave at full salary.  
29 This leave can be accessed for reasons deemed by the unit member to be of compelling  
30 personal importance. This leave does not accrue from year to year.

31  
32 Repeated use of this leave by a unit member for the purpose of extending holidays or  
33 vacation is not permitted. Use of this leave upon the beginning or conclusion of the  
34 teacher and student school years, is subject to review by the Associate Superintendent,  
35 Personnel Support Services.

## SECTION V – TRANSFER POLICY

It shall be the intent of the Board of Education to provide qualified permanent and probationary members of the bargaining unit an opportunity to be considered for transfer. The welfare of students and, secondly, that of teachers will be the preeminent factor in all transfers.

### **INVOLUNTARY TRANSFER PROCESS**

An involuntary transfer is defined as a District initiated request for reduction of staff at any work location, generally caused by a decrease in student enrollment.

Notifications of involuntary transfer shall take place as far in advance as possible and shall be consistent with District needs.

District seniority is defined as the total number of years in probationary or permanent status in the District, **not including time on unpaid leave.**

Priority placement is defined as the teacher being provided priority for a vacant position at another site within their credential area.

#### **STEP I**

##### **Involuntary Transfer: Decrease in Student Enrollment**

When an involuntary transfer must occur due to a decrease in student enrollment, volunteers will be sought. If there are no volunteers, the teacher with the least District seniority shall be transferred. The transferring teacher will be given priority placement for all positions posted on the transfer list within their credential area.

#### **STEP II**

##### **Involuntary Transfer: Return from Leave**

This section applies to:

- Teachers returning from an approved leave of absence of one year or more
- Teachers returning from service as a district Teacher on Special Assignment (TOSA)

These teachers shall be returned to their previous school site upon their return from leave. If their return causes overstaffing at the site, the teacher returning from leave will be given priority placement for all positions posted on the transfer list within their credential area.

##### **Involuntary Transfer: Dissolution of a Shared Contract**

This section applies to teachers returning to full time after sharing a contract at the elementary level. If there is space available at the current school site, both teachers returning to full time will remain at the site. If the return of one or both teachers to full time causes the site to be overstaffed, the employee within the job share agreement with the least District seniority shall transfer. The teacher being transferred will be given priority placement for all positions posted on the transfer list within their credential area.

If multiple teachers with priority placement rights (within STEP I or II above) request the same vacant position, the placement decision will be based on District seniority.

1 Prior to finalization of transfer decisions, the Joint Staffing Team, composed of  
2 representatives from Personnel Support Services (PSS), Learning Support Services  
3 (LSS), and the Poway Federation of Teachers (PFT), will review and authorize the  
4 approval or denial of related transfers. In all cases where the Joint Staffing Team is unable  
5 to reach consensus, the final responsibility for the decision is that of the Associate  
6 Superintendent, PSS.

7  
8 Teachers who are involuntarily transferred will be given the option to return to their  
9 previous site if a position opens any time up to ten (10) calendar days before the first  
10 workday of the succeeding year.

## 11 **VOLUNTARY TRANSFER PROCESS**

12  
13  
14 After involuntary transfers have been placed, the voluntary transfer process will begin on  
15 or before May 1, or as determined by the Joint Staffing Team. A voluntary transfer is  
16 defined as an employee-initiated change of work location which has been approved by  
17 the District.

- 18  
19 1. The District will post all available new or vacant positions for the succeeding year.  
20 Any specific skills or teaching requirements for specific positions and the  
21 application deadline will be included on the posting. Positions available for transfer  
22 shall be posted up to ten (10) calendar days before the first work day of the  
23 succeeding year.
- 24  
25 2. Permanent and probationary teachers may request a transfer to any posted  
26  
27 openings within five (5) business days of the posting by emailing a Request for  
28 Transfer form (P-89) to PSS and the teacher's current site principal. The Request  
29 for Transfer form must include summer contact information.
- 30  
31 3. The District shall develop a list of all teachers requesting a transfer with the  
32 school(s) and assignment(s) for which they wish to be considered. The District  
33 shall update that list on an ongoing basis. Copies will be made available to the  
34 Federation upon request.
- 35  
36 4. Upon receiving the list of transfer candidates from PSS, the principal shall contact  
37 all interested teachers via email or phone, and offer the opportunity to interview.
- 38  
39 5. Outside applicants will be selected for positions only after all District employees  
40 requesting transfers have had an opportunity to interview for the position.

41 There will be no transfers after the first workday of the new school year.

1 **GENERAL PROCEDURES FOR VOLUNTARY TRANSFER**  
2

- 3 1. If a teacher is not accepted for a transfer, the teacher may, in writing, request the  
4 reason for the decision. The teacher shall indicate whether they want the reasons  
5 stated in writing, in a personal conference, or in a personal conference with a  
6 representative present. The District's representative shall have the option to  
7 respond in writing rather than a personal conference. The response will identify  
8 the criteria upon which the selection was denied.  
9
- 10 2. The filing of a request for transfer is without prejudice to the unit member and shall  
11 not jeopardize the current assignment. Requests for a transfer need not carry the  
12 recommendation of the current principal.  
13
- 14 3. Selection for transfer shall include, but not be limited to, the following criteria:  
15
- 16 (a) A California teaching credential authorizing service in the assignment  
17 requested for transfer.
  - 18 (b) Teaching experience.
  - 19 (c) Related course work, including major or minor.
  - 20
  - 21 (d) Current performance evaluations.
  - 22
  - 23 (e) Special job-related skills or talents.
  - 24
  - 25 (f) District Seniority: District seniority is defined as the total number of years in  
26 probationary or permanent status in the District, **not including time on unpaid**  
27 **leave**. District seniority shall be applied to resolve transfer decisions when two  
28 or more teachers are rated equally.  
29  
30  
31

32 **REASSIGNMENT**  
33

34 Reassignment is defined as a District directed change of employee work location.

- 35 1. In all reassignment cases, the teacher involved will be afforded the opportunity to  
36 discuss the matter with the District prior to the finalization of the decision.  
37
- 38 2. Notification shall take place as far in advance as possible.  
39
- 40 3. Decisions regarding reassignment shall not be punitive, arbitrary, or capricious.  
41
- 42 4. Reassignment shall be consistent with District needs.  
43
- 44 5. The final responsibility for reassignment is that of the Superintendent or designee.  
45  
46

1 **COMPENSATION FOR REASSIGNED AND INVOLUNTARILY TRANSFERRED**  
2 **TEACHERS**  
3

- 4 1. In order to assist teachers who have been reassigned or involuntarily transferred  
5 in the process of packing and moving classroom materials and preparing a new  
6 classroom, the parties agree to the following:  
7

8 The teacher may have two paid workdays to move which shall be compensated at  
9 the certificated teacher salary schedule I B2 daily rate.  
10

11 (a) Teachers shall submit a time sheet to receive compensation.  
12

13 (b) The District and school site administration will coordinate with the  
14 teacher to facilitate the process of moving.  
15

- 16 2. Compensation will not be provided to teachers remaining in positions classified as  
17 "itinerant."  
18  
19



1 (a) Informal discussion with immediate supervisor is required by the grievant if  
2 appropriate.

3  
4 **Section 4: Level II – Formal Written Procedure**  
5

6 (a) An employee may initiate a formal grievance by filing a completed grievance form with  
7 his/her supervisor within thirty (30) days of the event giving rise to the grievance, or  
8 within thirty (30) days of when the employee could reasonably have known of the  
9 event. Grievance forms shall be provided by the District. Relevant information  
10 obtained during Level I may be inserted. Information copies shall be sent to the  
11 Assistant Superintendent, Personal Support Services. Information shall include:

- 12
- 13 1. A description of the specific grounds of the grievance, including names, dates, and  
14 places necessary for a complete understanding of the grievance.
- 15
- 16 2. A listing of the provisions of this agreement which are alleged to be violated.
- 17
- 18 3. A listing of specific actions requested of the School District which will remedy the  
19 grievance.
- 20
- 21 4. A request for a conference with the supervisor or his/her designated  
22 representative, if desired.
- 23

24 If the supervisor desires he/she may request a conference with the grievant. If  
25 either the grievant or the supervisor requests a conference at Level II above, the  
26 request must be granted. The grievant, the party in interest if any, and the  
27 supervisor may request the presence of a representative at any conference  
28 contemplated by this subsection (a).

29  
30 (b) If requested by either party, a conference will be held within ten (10) working days  
31 after receipt of the written grievance. The grievant, the party in interest, if any, and the  
32 supervisor may each request the presence of a representative at any conference.

33  
34 (c) The supervisor or his/her representative shall render a written decision to the  
35 employee within ten (10) working days after the conference with the grievant.  
36 Information copies of the decision shall be sent by the supervisor to the Assistant  
37 Superintendent, Personnel Support Services.

38  
39 **Section 5: Level III – Appeal to the Associate Superintendent, Personnel Support**  
40 **Services**  
41

42 (a) Should the proposed resolution at Level II be unsatisfactory, the grievant may, within  
43 ten (10) working days after receiving the written response from the immediate supervisor,  
44 appeal the decision to the Assistant Superintendent, Personnel Support Services. The  
45 grievant must state the grievance in writing, describing:

- 46
- 47 (1) The violation or misapplication of the contract.
- 48

1 (2) The adverse effects upon the grievant.  
2

3 (3) The specific remedy sought.  
4

5 (4) The specific reasons why the resolution proposed by the supervisor is  
6 unsatisfactory.  
7

8 (b) The Associate Superintendent, Personnel Support Services, upon receiving a  
9 properly prepared and filed grievance, will investigate the situation and prepare a  
10 proposed resolution within ten (10) working days. This proposed resolution will be in  
11 writing and a copy will be sent to the grievant and the supervisor involved.  
12

### 13 **Section 6: Level IV – Mediation**

14  
15 Either party may request the services of a mediator from the State Mediation/ Conciliation  
16 Service to attempt to resolve the grievance prior to submission to Level V of the Grievance  
17 Procedure. Such request must be made in writing within ten (10) working days following  
18 the date of the proposed resolution on Level III.  
19

### 20 **Section 7: Level V – Binding Arbitration**

21  
22 (a) Initiation of Binding Arbitration  
23

24 If the grievant is not satisfied with the disposition of the grievance at Level IV, or if the  
25 parties do not use mediation as a means of resolving the grievance, the grievant, with  
26 the written consent of the Federation, shall forward a written request for arbitration to  
27 the State Mediation/Conciliation Service (San Diego Office), with a copy to the  
28 Assistant Superintendent, Personnel Support Services within ten (10) working days  
29 following the conclusion of Level IV mediation sessions or the issuance of a proposed  
30 resolution by the Assistant Superintendent, Personnel Support Services, if Level IV  
31 procedures were not utilized.  
32

33 (b) Selection of Arbitrator  
34

35 If the parties have not mutually agreed upon an arbitrator, the grievant and the  
36 employer's representative shall select the arbitrator from a list of five names provided  
37 by the State Mediation/ Conciliation Service. Each party may, in turn, strike out one  
38 name until only one name remains. Should more than one arbitrator remain  
39 acceptable to the parties, the particular arbitrator will be decided by lot.  
40

41 The first option of elimination shall alternate. All grievances reaching the arbitration  
42 level shall be numbered. The odd numbered grievances will give the grievant first right  
43 to elimination; even numbered grievances will give the employer first right to  
44 elimination.  
45  
46  
47  
48

1 (c) Pre-hearing Procedures  
2

3 All documentary evidence to be presented at the arbitration hearing shall be disclosed  
4 to the opposing party at least ten (10) working days prior to the arbitration hearing.

5  
6 Each party shall notify the other party of the identity of witnesses to be presented  
7 during the arbitration. Such notification shall occur at least ten (10) working days prior  
8 to the arbitration hearing.  
9

10 (d) Conduct of Hearing  
11

12 The parties may mutually agree on the locale where the arbitration is to be held.  
13

14 The hearing shall commence at the convenience of the arbitrator, provided however,  
15 that all sessions shall occur on working days.  
16

17 (e) Costs  
18

19 All costs for the arbitrator, including, but not limited to, per diem, travel and subsistence  
20 expenses, and the cost of any hearing room, shall be paid by the non-prevailing party  
21 to the arbitration. The identity of the non-prevailing party shall be determined by the  
22 arbitrator. Either party may request a transcript of the hearing. The expense of such  
23 transcript shall be paid by the party requesting a transcript. All other costs attendant  
24 to the arbitration will be borne by the party incurring them, including, but not limited to,  
25 attorney, or other fees, duplicating costs, witness subpoena fees and mileage, expert's  
26 consultation and witness fees. Release time for witnesses employed by the District  
27 shall be the time of actual testimony at this hearing plus a reasonable period before  
28 and after the giving of testimony at this hearing. A full day release time may be given  
29 when necessary.  
30

31 (f) Powers, Duties, and Limitations Upon Arbitrator  
32

33 1. The arbitrator is limited to the terms of the grievance and this Agreement and shall  
34 not add to, subtract from, modify, vary, or alter the terms or conditions of this  
35 Agreement. The arbitrator shall limit the award strictly to the interpretation or  
36 application of the express provisions of the Agreement, and the arbitrator shall  
37 have no authority to interpret the provisions of local, state, or federal rules,  
38 regulations, statutes, guidelines, policies, or judicial precedents unless these are  
39 specifically referred to in the express provisions of the Agreement.  
40

41 2. The arbitrator is without power or authority to make any decision which requires  
42 the commission of an act prohibited by law or which is violative of or contradictory  
43 to the terms of the Agreement.  
44

45 3. The arbitrator shall not consider or hear evidence concerning the reasons or  
46 causes for dismissal, suspension, or layoff. Also, the arbitrator shall not consider  
47 or hear evidence concerning the reasons or cause for other discipline of unit  
48 member(s) which may be outside the express provisions of this Agreement.

- 1  
2 4. Any actions alleged to constitute a grievance which occurred prior to the effective  
3 date of this Agreement or which occur after the expiration date of this Agreement  
4 shall not be subject to nor within the scope of arbitration unless the parties dispute:  
5 (1) involves facts and occurrences that arose before the expiration of the  
6 agreement; (2) involves post-expired conduct that infringes on rights accrued or  
7 vested under the expired agreement; or (3) involves a contractual right that, under  
8 normal principles of contract interpretation, survives the expiration of the  
9 agreement.  
10  
11 5. No arbitration shall occur where another administrative, judicial or legal body,  
12 tribunal, agency, or forum exists which may or could have resolved the allegations  
13 contained within the grievance, including, by way of example and not by way of  
14 limitation, the Department of Fair Employment and Housing, the Equal  
15 Employment Opportunity Commission, and a Commission in Professional  
16 Competence.

17  
18 (g) Form and Time of Decision  
19

- 20 1. The arbitrator shall render a written award and mail that award directly to each  
21 party within thirty (30) days from the close of the record or as mutually extended  
22 by the parties. The written award shall set forth the arbitrator's findings of fact,  
23 reasoning, and conclusions on all the questions submitted to the arbitrator.  
24  
25 2. The arbitrator may, upon written application of a party to the arbitration made not  
26 later than ten (10) days after the receipt of a copy of the award, correct the award  
27 because there was an evident miscalculation of figures or the award is imperfect  
28 in a matter of form not affecting the merits of the controversy. The party requesting  
29 correction shall mail a copy of the request to each other party, with the other party  
30 possessing five (5) days from its receipt to respond. The arbitrator shall possess  
31 thirty (30) days to make such corrections, if desired.  
32  
33 3. Judgment on the award rendered by the arbitrator may be entered in any federal  
34 or state court having jurisdiction thereof.  
35

36 **Section 8: Representation**  
37

- 38 (a) At any step in this procedure, the grievant may be heard personally or may be  
39 represented.  
40  
41 (b) The person against whom the grievance is filed, and all parties interested may be  
42 represented by no more than two (2) persons of their choice at any one session.  
43  
44 (c) Designation of the grievant's representative and/or organization shall be in writing.  
45 The designation shall be filed on the grievance form at Level II.  
46  
47

1 **Section 9: General Provisions**  
2

- 3 (a) An employee who wishes to have a grievance heard under this procedure must initiate  
4 action within thirty (30) days of when the employee could reasonably have known the  
5 event.  
6
- 7 (b) Time allowances set forth in this grievance procedure may be extended by mutual  
8 consent of the grievant and the School District.  
9
- 10 (c) Any grievance not appealed to the next step of the procedure within the prescribed  
11 time limits shall be considered settled on the basis of the answer given in the  
12 preceding step. If a decision is not given to the aggrieved party within the time limit,  
13 an appeal may be taken to the next level.  
14
- 15 (d) Upon request, all parties to the grievance shall make available to other parties  
16 involved, all pertinent information not privileged under law in their possession or control  
17 which is relevant to the issue raised by the grievance. Costs shall be borne by the  
18 party or unit making the request.  
19
- 20 (e) All grievances must begin at the lowest level at which resolution is possible and may  
21 be terminated at any level by the complainant's written or oral statement.
- 22 (f) The failure of the grievant to respond to reasonable conference opportunities within  
23 the timeline specified herein shall terminate the grievance.  
24
- 25 (g) By mutual consent of both parties, steps in this procedure may be omitted.  
26
- 27 (h) The employer shall not agree to the resolution of the grievance until the Federation  
28 has received a copy of the grievance and the proposed resolution and has been  
29 given the opportunity to file a response.  
30
- 31 (i) No grievance conference shall be required of the grievant other than those  
32 specifically stated in this procedure.  
33  
34

## SECTION VII – CLASS SIZE AND STAFFING

The District and the Federation agree that reducing class size is an ongoing priority, within the constraints of available funding; the need to meet essential District operations; and the relative priority of class size, salaries, and other conditions of employment within the scope of representation. The Parties share a joint interest in lowering class size across the District at all levels and will work together, when possible, to identify and secure funding to support this effort.

Annually, the Federation and the District will meet and agree upon a recommendation to the Superintendent for target staffing ratios for teaching staff for the next school year, with class size maximums at elementary and class size targets for secondary, including the class size minimums.

The Federation and the District will form a Joint Staffing Team (JST), composed of the PFT President and their designee, the Associate Superintendent of Learning Support Services (LSS) and the Associate Superintendent of Personnel Support Services (PSS). The JST will meet regularly to discuss and monitor class size data (PreK-12) and make consensus recommendations on the implementation of this Section. The Associate Superintendents of PSS and LSS will be responsible for final decisions.

- The JST will review elementary and secondary class loads one week prior to the start of school each year to ensure they are aligned with agreed upon targets.
- During the first ten (10) days of the current school year, class sizes will be reviewed by the JST to make consensus recommendations to the Associate Superintendent of PSS and LSS.
- Final master schedules with class sizes will be reviewed by the JST.
- Based on the different school site schedules, the JST will continue to meet to discuss and monitor class size data and recommend adjustments as needed.

District-wide schools will be staffed for teachers in the following manner:

### **PRESCHOOL**

A 1:12 adult to student ratio must be maintained in all licensed classrooms. The only exception to this is during nap time, which can be a 1:24 ratio as long as all children are on their mat, and other staff is readily available and on campus.

The Associate Superintendents of PSS and LSS will be responsible for final decisions.

### **ELEMENTARY**

#### **Transitional Kindergarten**

- 20:1 certificated teacher staffing ratio; 10:1 when teacher and Instructional Assistant are both considered in staffing ratio

- Maximum class size is 20 and the student to adult staffing ratio shall be no higher than 10:1.
- Approval is required by the Associate Superintendent of LSS for TK classes exceeding 20, based on the recommendations of the principal, the affected teacher, and the JST. In the rare case when an exception is made to exceed 20 students, the student to adult staffing ratio shall be no higher than 10:1.

### **Grades K-1**

- 24.5:1 staffing ratio
- Maximum class size is 26

### **Grades 2-3**

- 25.5:1 staffing ratio
- Maximum class size is 26

### **Grades 4-5**

- 29:1 staffing ratio
- Maximum class size is 31

Approval is required by the Associate Superintendent of LSS for K-5 classes exceeding the maximum described above based on the recommendations of the principal, the affected teacher, and the JST. Exceeding the class size maximum is reserved for exceptional circumstances only.

For purposes of an alternative bargained agreement, site average class size for K-3 shall not exceed 26:1.

All elementary class sizes should include any students accessing the class as part of a collaboration or inclusive practices model.

The Associate Superintendents of PSS and LSS will be responsible for final decisions.

## **MIDDLE SCHOOL**

### **Grades 6-8**

- 29:1 staffing ratio with a target of 34 for core classes (all Language Arts & Social Studies, all Math, all Science, all World Languages) and 36 for elective classes with the exception of Vocal & Instrumental Music (Choir & Band) and PE.
- Any middle school core and elective classes higher than the above targets need to have justification and a consultation with the affected teacher.
- All secondary core classes should meet the targets (though targets are not hard caps) and numbers should include any students accessing the course as part of a collaboration or inclusive practices model.

- PE: Target is 50-55
- A class enrollment minimum of 25 students is established for grades 6-8 for the 2026-27 school year. A class enrollment minimum of 28 is established for grades 6-8 for the 2027-28 school year and beyond. The JST will make a determination to approve the class size or identify a process to support the teacher in making a change to their schedule and/or no longer offer the course.
- Schools will assign pupils to classes in such a manner as to, as nearly as practical, equalize the teaching load within subject discipline areas.
- The Associate Superintendents of PSS and LSS will be responsible for final decisions.

## **HIGH SCHOOL**

- 31:1 staffing ratio with a target of 36-38 for core classes (all English, all Math, all Science, all Social Science, & all World Languages) and elective classes, with the exception of Vocal & Instrumental Music (Choir & Band) and PE.
- 9<sup>th</sup> grade English 1-2, Integrated Math I, II, III, Biology, and Chemistry: Target of 35
- Any high school classes above the targets listed above need to have justification and a consultation with the teacher.
- All secondary core classes should meet the targets (though targets are not hard caps) and numbers should include any students accessing the course as part of a collaboration or inclusive practices model.
- PE: Target is 50-55
- A class enrollment minimum of 25 students is established for grades 9-12 for the 2026-2027 school year. A class enrollment minimum of 28 students is established for grades 9-12 for the 2027-2028 school year and beyond. The JST will make a determination to approve the class size or identify a process to support the teacher in making a change to their schedule and/or no longer offer the course.
- Schools will assign pupils to classes in such a manner as to, as nearly as practical, equalize the teaching load within subject discipline areas.
- The Associate Superintendents of PSS and LSS will be responsible for final decisions.

## **VIRTUAL CLASSES**

The District may offer classes which are conducted, in part, via technology. The class load for these classes will not exceed that established for other, similar courses. The class will be considered a regular part of the teacher's assignment.



1 responsibilities as required in the appropriate job classification description as specified  
2 in Board Policy.  
3

- 4 • Prior to any decision on extension of the teaching day in excess of ten (10) minutes,  
5 a committee representing the Federation will meet and consult with the District in the  
6 decision-making process.

### 7 **UNAUTHORIZED ABSENCE**

8  
9  
10 Unauthorized absence is defined as non-performance of those duties and responsibilities  
11 assigned by the District and its representatives including all duties and responsibilities as  
12 defined by the Education Code, Policies of the Board of Education, the rules and  
13 regulations of the District, and the provisions of this agreement.  
14

- 15 • Unauthorized absence may include, but is not limited to, refusals to provide service,  
16 unauthorized use of sick leave, unauthorized use of leave benefits, non-attendance at  
17 required meetings, and failing to perform supervisory functions at school-sponsored  
18 activities.
- 19 • An employee is deemed to be on unauthorized absence at such time and on such  
20 occasions as the employee may absent him/herself from required duties without prior  
21 approval of his/her principal or immediate supervisor, except as provided for in this  
22 agreement.  
23

### 24 **HIGH SCHOOL SUPERVISION**

25  
26  
27 Site committees comprised of administration and Federation representatives will examine  
28 existing supervision duties at all high schools and place those duties into two categories.  
29 The first category will be those duties that will be paid at the rate equivalent to one hour  
30 at the B2 rate on Salary Schedule I. This category shall be no less than 45% or more than  
31 55% of the total number of supervision assignments. These duties will be open for  
32 volunteers. If the number of qualified volunteers is not sufficient to cover all the  
33 supervisions, unit members may be assigned those duties too and would receive the  
34 stipend.  
35

36 The second category will be those non-paid duties still requiring adult supervision. The  
37 assigning of these duties will be consistent with existing practices of assigning duties at  
38 each school, but volunteers from parents, booster clubs and other staff will also be  
39 encouraged. It is understood that volunteering as class advisors or as a sponsor of clubs  
40 as specified by the site committee will fulfill a requirement for supervision. These  
41 committees will meet annually.  
42

### 43 **TEACHING BY NON-UNIT CERTIFICATED PERSONNEL**

44  
45 The Federation supports classroom teaching on a regular basis by administrative and  
46 other non-unit certificated employees of the District and will meet and agree when it is  
47 proposed to assign such personnel on a regular basis within the area of their credentials  
48 for up to one period, or its equivalent, per day.

1 **ADDITIONAL CLASSES**

2  
3 Consistent with instructional needs, additional classes shall be offered to qualified part-  
4 time unit employees at the site before being offered to full-time unit employees.  
5

6 **Definition of an Additional Assignment Position**

7 An “additional assignment position” is any class regularly assigned to a teacher in addition  
8 to his or her full-time teaching assignment. This position does not include high school  
9 61/2 period classes.  
10

11 **Creation of an Additional Assignment Position**

12 Consistent with instructional requirements, an additional assignment position will be  
13 created only when an extra class cannot be staffed through the regular hiring process.  
14

15 The principal, with input from the department chair concerning site needs, and with the  
16 approval of the Associate Superintendent of Personnel may create an additional  
17 assignment position if an extra class is needed to:  
18

- 19 1. Manage class size;
- 20 2. Balance class enrollment;
- 21 3. Create a class for which there had previously been insufficient enrollment.  
22

23 **Selection of a Teacher for an Additional Assignment Position**

24 Where no qualified part-time unit employee at the site has volunteered for the position  
25 and qualified part-time unit employees off-site have been considered, an announcement  
26 for the position will be distributed via email.  
27

28 Teachers will be selected for employment based on the following criteria which will be  
29 applied in the order listed:  
30

- 31 1. The assignment will be voluntary.
- 32 2. The teacher must be fully credentialed in the subject area to be taught.
- 33 3. The teacher must possess reasonable expertise and successful experience in the  
34 subject area.
- 35 4. Teachers at the local site will be given priority over other teachers in the District.
- 36 5. Using the above criteria, the principal of the school will make the final choice.  
37

38 **Hours of Employment for an Additional Assignment Position**

39 Teachers who teach a regularly assigned class in addition to a full-time teaching  
40 assignment shall have their school-based workday extended by an amount of time equal  
41 to their preparation period.  
42

43 **Absence from an Additional Assignment Position**

44 Teachers who teach a regularly assigned class in addition to a full-time teaching  
45 assignment and who have a legitimate absence from that additional assignment will have  
46 the absence treated in the same manner as the full-time absence for pay purposes. This  
47 provision does not apply to high school 61/2 period classes.  
48

1 **SHARED CONTRACTS**

2  
3 Based upon approval and successfully addressing the criteria detailed below, the District  
4 will authorize shared contracts for teachers. These are situations in which the shared  
5 contracts fulfill a single teaching position that is shared between two teachers, typically  
6 sharing the same students.

- 7
- 8 1. Only permanent teachers are eligible to participate in a shared contract, unless  
9 specifically approved by the Superintendent or designee.
  - 10
  - 11 2. When a full-time, permanent teacher shares a contract, he/she must request a part-  
12 time leave of absence to complement the shared contract part-time service. All leaves  
13 require Board ratification.
  - 14
  - 15 3. All shared contracts are expressly approved on an annual basis.
  - 16
  - 17 4. Except in unusual cases, there will be no 80/20 splits or less.
  - 18
  - 19 5. Written proposals should address the full range of duties including instruction, partner  
20 and team planning, school and grade-level meetings, school and District staff  
21 development, Back-To-School Night, and parent conferences. In many cases this will  
22 require double service.
  - 23
  - 24 6. Written proposals must specify the percentages of part-time and how service will be  
25 provided with times and days. The division must be instructionally sound.
  - 26
  - 27 7. Shared contracts shall be with teachers who, based upon their proposal and interview  
28 by the principal, have demonstrated their ability to work as a team.
  - 29
  - 30 8. Each shared contract proposal must include an acknowledgment by each teacher that  
31 upon returning to full time, that either party may be assigned to another  
32 assignment/school within their credential, if the school is overstaffed.
  - 33
  - 34 9. A complete shared contract proposal, submitted by June 30 of the preceding year  
35 (except in unusual situations), signed by both teachers, is forwarded to the site  
36 principal for review and recommendation and then to the Associate Superintendent,  
37 Learning Support Services, and then to the Associate Superintendent, Personnel  
38 Support Services. Final authority for approving or denying a shared contract proposal  
39 rests with the Superintendent or designee.
  - 40
  - 41 10. If a shared contract is denied, the teacher(s) may request the reason for the decision.  
42 The teacher shall indicate whether they want the reasons stated in writing, in a  
43 personal conference or in a personal conference with a representative present. The  
44 reason will identify the reasons for which the shared contract was denied.
  - 45
  - 46
  - 47

1                                   **SECTION IX – SAFETY CONDITIONS OF EMPLOYMENT**  
2

3     The District and the Union agree that teachers have a right to personal safety on school  
4     premises or when involved in the discharge of their duties and to an environment free  
5     from unnecessary disruption. It is the joint responsibility of the District and the employees  
6     to provide this environment.  
7

8     **TEACHER PROTECTION**  
9

10    Bargaining unit employees may use reasonable means to protect themselves from attack,  
11    to protect other persons or property, or to quell disturbances threatening physical injury  
12    to others.  
13

14    Any abuse of school personnel, assault or battery upon school personnel or any threat of  
15    force or violence directed toward school personnel involved in the discharge of their  
16    assigned duties shall be reported by employees to their immediate supervisor and to the  
17    appropriate law enforcement authorities. Employees shall complete required reports of  
18    such violations as soon as practical.  
19

20    The employee’s supervisor shall report to the appropriate law enforcement authorities  
21    any incident in which a school employee is attacked, assaulted, or threatened by any  
22    student.  
23

24    **WORKING CONDITIONS**  
25

26    Members of the bargaining unit shall immediately report in writing all unsafe conditions to  
27    their immediate supervisor.  
28

29    Any member of the unit may submit written recommendations to the immediate supervisor  
30    regarding the maintenance of safe working conditions, facilities, and equipment repairs  
31    and modifications, and other practices designed to ensure compliance with the provisions  
32    of the School District’s fire and liability insurance. The District shall investigate and advise,  
33    in writing, the Unit member of any findings and suggested corrective action if any.  
34

35    **STUDENT DISCIPLINE**  
36

37    A teacher may suspend, for good cause, any pupil from class for the day of the  
38    suspension and the day following. The teacher shall immediately report the suspension  
39    to the principal or designee for appropriate action. As soon as possible, the teacher shall  
40    ask the parent or guardian of the pupil to attend a parent-teacher conference regarding  
41    the suspension. A school administrator shall attend the conference if the parent or  
42    guardian so requests. The pupil shall not be returned to the class from which they were  
43    suspended during the suspension without the mutual consent of the teacher and  
44    supervisor.  
45

46    Teachers shall be provided, consistent with safeguarding of private information, with the  
47    names of pupils known to be afflicted or suffering from physical and/or emotional  
48    problems as soon as it is practical in the school year.  
49

1 SECTION X – EVALUATION PROCEDURES  
2

3 **TEACHER PROFESSIONAL LEARNING AND EFFECTIVENESS SYSTEM (TPLES)**  
4

5 The Federation and the District are committed to providing a program of supervision and  
6 evaluation of each bargaining unit member designed to improve classroom instruction  
7 and increase the capabilities and effectiveness of the member in the total educational  
8 endeavor.  
9

10 The Teacher Professional Learning and Effectiveness System (TPLES) focuses on  
11 continuous professional learning to ensure that PUSD teachers who are retained and  
12 tenured can effectively support student learning throughout their careers. This evaluation  
13 system includes the PUSD/PFT Poway Professional Assistance Program (PPAP) for  
14 beginning teachers and the Permanent Teacher Intervention Program (PTIP), to allow for  
15 a fair process with feedback and intensive support and assistance, ensuring high quality  
16 instruction for all PUSD students.  
17

18 Nothing in these procedures shall preclude any additional evaluation conferences or  
19 formal evaluations at the discretion of the evaluator. Nothing in this procedure shall  
20 preclude the evaluatee from requesting additional conferences or evaluations.  
21

22 **TPLES Components** include multiple measures, self-reflection and goal setting. Options  
23 for self-reflection include, but are not limited to, student perception surveys, self-reflection  
24 forms linked to our Continuum of Teaching Standards and reflective journaling.  
25

26 **TPLES Multiple Measures** of practice include:

- 27 1. Standards-based evidence of practice gathered through observations by trained  
28 teachers/peers and administrators, review of classroom videos, data from student  
29 perception surveys, and/or examination of instructional artifacts. Using the PUSD  
30 Continuum of Teaching Standards, observations will include the administrator and,  
31 with mutual agreement, peer and/or video observations;  
32
- 33 2. Teacher's impact on student learning as measured by teacher-developed  
34 Student Learning Objectives (SLOs) that use classroom, department, grade level, or  
35 district assessments for baseline and summative measures of student learning. The  
36 teacher's reflection on practice and implementation of instructional strategies are  
37 emphasized rather than student test scores, and  
38
- 39 3. Teacher's contribution to the profession is based on individual Professional  
40 Learning Objectives (PLOs), measured progression toward meeting those goals,  
41 and contributions to school site goals.  
42

43 **Cycle**

- 44 • Temporary and Probationary teachers participate in TPLES every year.
- 45 • Permanent teachers participate every other year, beginning the first year of  
46 permanency until completion of ten years (from certificated hire date).

- Upon completion of 10 years or more (from certificated hire date), permanent teachers whose previous evaluation rated effective practice overall, participate every five years.

## **Timeline**

- Teachers to be formally evaluated in TPLES during the current year shall be notified of their primary observer/evaluator by September 15th. Permanent teachers not notified by September 15th shall not be formally evaluated unless the teacher has been given thirty (30) days written notice at any time during the year.

## **Process**

### **I. Prior to the Planning Conference**

Each teacher shall participate in a self-reflection activity, prepare an individualized Student Learning Objective (SLO) aligned to academic or content standards or an IEP goal, and a Professional Learning Objective (PLO) aligned to the PUSD Continuum of Teaching Standards for review, discussion, and approval by the observer/evaluator (form TPLES1 for Traditional Evaluation or TPLES1a for Alternative Evaluation).

### **II. Planning Conference**

A. The purposes of the planning conference include:

1. A collaborative discussion of the teacher's self-reflection and current evidence of practice
2. Student learning and professional learning objective details
3. Modification if necessary
4. Determination of observation type (administrator and/or peer) and format (face-to-face and/or video),
5. Approval of the plan

B. A Planning Conference shall be held by the evaluator no later than:

1. October 15th for temporary and probationary teachers
2. October 30th for permanent teachers participating in the Traditional or Alternative Evaluation format

### **III. Classroom Observations Frequency/Duration**

A. For temporary and probationary teachers, there shall be at least two formal observations, (form TPLES2) a minimum of 30 minutes each, in both the fall and spring TPLES cycle (a total of not less than 60 minutes in the fall and 60 minutes in the spring). Formal observations may be augmented by informal observations.

B. For permanent teachers participating in the Traditional evaluation format, there shall be at least two formalized observations (one in the fall and one in the spring) during the school year, (form TPLES2) with a combined total not less than 60 minutes. Formal observations may be augmented by informal observations.

1 C. Temporary, probationary, and permanent teachers with fewer than five (5)  
2 years of effective practice will have the required number of administrator  
3 observations above during the fall TPLES cycle of the school year. With  
4 mutual agreement of teacher and administrator, observations required during  
5 the spring TPLES cycle may be completed by an administrator and/or a peer,  
6 using a format of face-to-face and/or video. However, teachers who are Interns  
7 or PPAP participants require administrator/consultant observations in both the  
8 fall and spring cycles.

9 1. Administrator Observations:

- 10 a. All written summaries of the observations (TPLES2) shall be  
11 delivered to the teacher observed within three (3) working days  
12 following the observations, and signed by the observer/administrator  
13 and teacher within five (5) working days.  
14 b. A face-to-face or virtual conference involving the administrator and  
15 the teacher shall take place to review and reflect on the  
16 observation. Every effort will be made to hold the conference within  
17 five (5) working days.  
18 c. The teacher has the right to respond to the observation in writing,  
19 and the response shall be attached to the TPLES2 form.  
20 d. Additional observations may be provided upon the request of the  
21 teacher or at the discretion of the administrator.

22 2. Peer Observations:

- 23 a. A pre-meeting conference between teacher and peer (face-to-face  
24 or virtual) shall take place to identify observational data supporting  
25 the teacher's Student Learning Objective (SLO) and/or Professional  
26 Learning Goal (PLO) (TPLES1).  
27 b. A face-to-face or virtual debrief to discuss peer observation shall  
28 also take place.  
29 c. The teacher then reflects on the feedback received from their peer  
30 and on the changes made in instructional practice aligned to the  
31 teacher's SLO and PLO.  
32 d. All written reflections of observations shall be delivered to the  
33 Administrator within five (5) working days following the observation  
34 (TPLES2a).

35  
36 **IV. Learning and Effectiveness Summary**

37 A. Temporary/Probationary teachers

- 38 1. Temporary and Probationary teachers shall receive two formal Learning and  
39 Effectiveness Summaries delivered to the teacher and discussed in a  
40 conference, one by January 15th (TPLES3a midyear) and one in the spring  
41 (TPLES3b final), but no later than 30 days prior to the last day of school  
42 (per California Education Code Section 44663).  
43  
44 2. Personnel Support Services shall be notified of Temporary or Probationary  
45 teachers with identified areas of ineffective practice on the midyear Learning  
46 and Effectiveness Summary.  
47  
48

1 **B. Permanent teachers**

- 2 1. For Permanent teachers demonstrating Effective Practice, a midyear  
3 Learning and Effectiveness Summary (TPLES3a) and conference are at  
4 the discretion of the evaluator.  
5 2. For permanent teachers requiring Guided Improvement of Practice or  
6 overall Does Not Meet Standards with identified areas of ineffective  
7 practice, a midyear Learning and Effectiveness Summary (TPLES3a) and  
8 conference are required. Permanent teachers shall receive a minimum of  
9 one formal Learning and Effectiveness Summary (TPLES3b) delivered to the  
10 teacher and discussed in a conference no later than 30 days prior to the last  
11 day of school. (California Education Code Section 44663).

12  
13 C. The teacher has the right to respond to the Learning and Effectiveness  
14 Summary in writing, and the response shall be attached to the Summary.  
15

16 **V. Alternative Evaluation Program**

17 Permanent teachers who have completed five years or more (from certificated hire  
18 date), and who have the endorsement of the site principal, may opt for the TPLES  
19 Alternative Evaluation Program.  
20

21 A. Prior to the planning conference, teachers shall participate in a self-reflection  
22 activity and prepare an individualized Student Learning Objective (SLO)  
23 aligned to academic or content standards or an IEP goal, and a Professional  
24 Learning Objective (PLO) aligned to the PUSD Continuum of Teaching  
25 Standards for review, discussion, and approval by the observer/evaluator  
26 (form TPLES1a).  
27

28 B. Participation in National Board Certification may be used as the teacher's  
29 TPLES Alternative Evaluation.  
30

- 31 1. Teacher shall include a summary of their National Board Certification  
32 focus on TPLES 1a form and supporting documents/portfolio.

33 C. Upon the administrator/evaluator's approval, the teacher's course work, when  
34 acquiring a master's or doctorate degree, may be used as the basis for their  
35 Alternative Evaluation.  
36

- 37 1. Teacher shall include a summary of their master's or doctorate focus on  
38 TPLES 1a form and supporting documents/portfolio.

39 D. Alternative Evaluation planning conference (TPLES1a) will be completed and  
40 approved by October 30th.  
41

42 **E. Midyear conference**

- 43 1. The teacher or administrator may request a midyear conference to discuss  
44 progress and/or support, if needed.  
45

46 **F. Final Alternative Evaluation conference**

- 47 1. No later than 30 days prior to the last day of school, the teacher and their  
48 administrator/evaluator will meet, face-to-face or virtually, to discuss the

1 teacher's reflections, progress on their SLO/PLO, and administrator/  
2 evaluator feedback

- 3 2. At the conclusion of the meeting, the Alternative Evaluation form  
4 (TPLES1a) will be signed and dated.  
5

## 6 **VI. Remediation**

7 A. In the event a teacher is demonstrating ineffective practice based on the  
8 PUSD Continuum of Teaching Standards, the administrator/evaluator shall  
9 notify the teacher in writing on the Midyear and/or Final Learning and  
10 Effectiveness Summary (TPLES3a and/or 3b) and describe the areas of  
11 ineffective practice. Recommendations for improvement must be written for  
12 the most significant area(s) of need.  
13

14 B. Classroom observations, conferences, and/or assigned professional learning  
15 opportunities may be increased at the discretion of the administrator/evaluator  
16 to provide the level of supervision and guidance necessary to support the  
17 identified area(s) of ineffective practice.  
18

19 C. Permanent teachers who demonstrate overall Does Not Meets Standards  
20 with identified areas of ineffective practice on a full year of Learning and  
21 Effectiveness Summaries (Midyear and Final) shall be referred to the PPAP  
22 Governance Board which oversees the Permanent Teacher Intervention  
23 Program (PTIP). The Governance Board will provide assistance, or see that  
24 assistance is provided, which may include participation in PTIP. Other  
25 assistance deemed necessary by the teacher and/or evaluator may be  
26 considered as part of the improvement process.  
27

## 28 **VII. Other**

### 29 **A. Teachers on Leave**

30 Teachers due for evaluation but who are on leave at the beginning of the  
31 school year, or who begin a leave part way through the school year, will have  
32 their evaluation scenario reviewed by Personnel Support Services/PFT on an  
33 individual basis. A joint recommendation will be made for either a modified  
34 evaluation timeline for the current school year or the evaluation will be moved  
35 to the next school year.  
36

### 37 **B. Late Hires**

- 38 1. Teachers hired after the start of the school year should be evaluated. They  
39 must be notified of their evaluation and evaluator.  
40 2. Teachers hired on or before November 15th/before November Break of  
41 the current school year will follow an abbreviated evaluation timeline for  
42 the midyear (form TPLES 3a) with one formal observation and the normal  
43 timeline for the Final Learning and Effectiveness Summary (TPLES3b).  
44 3. Teachers hired on or after November 16th/after November Break of the  
45 current school year will require only one completed Learning and  
46 Effectiveness Summary (form TPLES3b) delivered to the teacher and  
47 discussed in a conference no later than 30 days prior to the last day of  
48 school. Teachers hired after March 15th will have a modified evaluation

1 expectation to include informal observations and an evaluation summary in  
2 lieu of a final Learning and Effectiveness summary.

3  
4 C. TPLES and the Learning and Effectiveness Summary procedures may be  
5 revised during the term of this agreement by mutual consent of the District  
6 and Federation.

7  
8 D. The Learning and Effectiveness Summary and assessment of certificated  
9 employees' competence pursuant to this section shall not include the use of  
10 publishers' norms established by standardized tests. Teachers may choose to  
11 include these assessments if they are part of their written SLO. Standardized  
12 testing data may be used as part of the teacher's written SLO.

13  
14 E. Other Written Material

15 No written derogatory material shall be placed in a teacher's personnel file  
16 unless and until the teacher has a reasonable time to review and comment  
17 thereon.

18 F. Complaints

19 1. Complaints from community members against an individual teacher, which  
20 may affect the Learning and Effectiveness Summary of that teacher, shall  
21 be referred to the principal or his/her designee. All complaints so referred  
22 will also be promptly brought to the attention of the teacher involved if that  
23 complaint may affect his/her Learning and Effectiveness Summary review.

24  
25 2. Any complaint or allegation involving potential criminal misconduct shall be  
26 exempted from the provisions of this section. Also, the wording of this  
27 section shall supersede the provisions of Board Policy and District  
28 Administrative Procedure regarding the matters discussed herein.

29  
30 G. Forms (Forms are available on the PUSD Intranet)

31  
32 1. Forms to be used in Teacher Professional Learning and Effectiveness  
33 System pilot for unit members are:

- 34 a. Professional and Student Learning Objectives form (TPLES1 for  
35 Traditional and TPLES1a for Alternative, TPLES1TL for Teacher  
36 Leader Position)  
37 b. Classroom Observation form (TPLES2)  
38 c. Peer Classroom Observation form (TPLES2a)  
39 d. Mid-year Learning and Effectiveness Summary form (TPLES3a)  
40 e. Final Learning and Effectiveness Summary form (TPLES3b)  
41 f. Alternative Evaluation Summary (TPLES1a)  
42 g. Teacher Leader Position Summary (TPLES1TL - for teachers  
43 working primarily with adults)

44 2. Forms may be modified during the term of this agreement by mutual  
45 consent of the Federation and the District.

46  
47



1 time medical and/or clinical experience (work that required licensure as a  
2 Registered Nurse) as verified by previous employer(s).  
3  
4  
5

DRAFT

## 1 Initial Placement for Certificated Teachers, Librarians, & District Resource Nurses

Less than one (1) year of experience	Teachers will be placed on Step 2 in the appropriate column for which their training (units/degrees) qualifies them.
One (1) year of experience	Teachers will be placed on Step 2 in the appropriate column for which their training (units/degrees) qualifies them.
Two (2) years of experience	Teachers will be placed on Step 3 in the appropriate column for which their training (units/degrees) qualifies them.
Three (3) years of experience	Teachers will be placed on Step 4 in the appropriate column for which their training (units/degrees) qualifies them.
Four (4) years of experience	Teachers will be placed on Step 5 in the appropriate column for which their training (units/degrees) qualifies them.
Five (5) years of experience	Teachers will be placed on Step 6 in the appropriate column for which their training (units/degrees) qualifies them.
Six (6) years of experience	Teachers will be placed on Step 7 in the appropriate column for which their training (units/degrees) qualifies them.
Seven (7) years of experience	Teachers will be placed on Step 8 in the appropriate column for which their training (units/degrees) qualifies them.
Eight (8) years of experience	Teachers will be placed on Step 9 in the appropriate column for which their training (units/degrees) qualifies them.
Nine (9) years of experience	Teachers will be placed on Step 10 in the appropriate column for which their training (units/degrees) qualifies them.
Ten (10) years or more experience	Maximum initial salary step placement (experience) will be no higher than Step 11 of the appropriate column for which their training (units/degrees) qualifies them.

1 **Initial Placement for Career Technical Education (CTE) Teachers, Adult Education**  
2 **Teachers, Speech & Language Pathologists, and Preschool Teachers**

Less than one (1) year of experience	Teachers will be placed on Step 1 in the appropriate column for which their training (units/degrees) qualifies them.
One (1) year of experience	Teachers will be placed on Step 2 in the appropriate column for which their training (units/degrees) qualifies them.
Two (2) years of experience	Teachers will be placed on Step 3 in the appropriate column for which their training (units/degrees) qualifies them.
Three (3) years of experience	Teachers will be placed on Step 4 in the appropriate column for which their training (units/degrees) qualifies them.
Four (4) years of experience	Teachers will be placed on Step 5 in the appropriate column for which their training (units/degrees) qualifies them.
Five (5) years of experience	Teachers will be placed on Step 6 in the appropriate column for which their training (units/degrees) qualifies them.
Six (6) years of experience	Teachers will be placed on Step 7 in the appropriate column for which their training (units/degrees) qualifies them.
Seven (7) years of experience	Teachers will be placed on Step 8 in the appropriate column for which their training (units/degrees) qualifies them.
Eight (8) years of experience	Teachers will be placed on Step 9 in the appropriate column for which their training (units/degrees) qualifies them.
Nine (9) years of experience	Teachers will be placed on Step 10 in the appropriate column for which their training (units/degrees) qualifies them.
Ten (10) years or more experience	Maximum initial salary step placement (experience) will be no higher than Step 11 of the appropriate column for which their training (units/degrees) qualifies them.

1 **ADVANCEMENT ON SCHEDULE**

2  
3 **Column Advancement**

- 4 • **Education:** Column advancement is based on semester units. Quarter units are  
5 converted and applied to the salary schedule as semester units. Official  
6 transcripts verifying completion of units/degrees must be received by Personnel  
7 Support Services no later than October 1<sup>st</sup> to be credited for salary schedule  
8 advancement in the current year. Those received after October 1<sup>st</sup> will be applied  
9 in the following school year.
- 10  
11 • **Teaching and Learning Cooperative:** Teaching and Learning Cooperative  
12 (TLC) salary schedule prime columns B', C', D', E' are attained after completion  
13 of 40 TLC points. Once attained, the unit member has 4 years to complete an  
14 additional 40 TLC points to remain on the prime column. Verification of  
15 completed TLC points must be received by Personnel Support Services no later  
16 than October 1<sup>st</sup> to be credited for salary schedule advancement in the current  
17 year.

18  
19 **Step Advancement**

20 Teachers will advance on the salary schedule according to the following criteria, until  
21 maximums are reached:

22  
23 Teaching Assignment of .75 - 1.0 Full Time Equivalent (FTE): Teachers at .75 -  
24 1.0 FTE will advance one step every year if they are in full paid status for at least  
25 75% of their contracted work year. (For service rendered after July 1, 1997).

26  
27 Teaching Assignment of .50 - .74 FTE: Teachers will advance one step every other  
28 year for two consecutive years of service at .50 - .74 FTE, so long as the  
29 teacher is in full paid status for at least 75% of their contracted work year in both  
30 of these years.

31  
32 Less than .50 FTE: A year of service at less than .50 FTE shall not be credited  
33 toward step advancement.

34 **STEP ADVANCEMENT CHART**

35 Teacher must be in full paid status for at least 75%  
36 of their contracted work year for this chart to apply

37 >75% FTE - Step every year

38  
39 50% - 74% FTE - Step every other year

40  
41 <50% - No step advancement

42  
43 Effective July 1, 1985, teachers having served in temporary and/or long-term substitute  
44 status in the same assignment, for a period of time equal to or greater than 75% of total  
45 contract year, in full paid status, shall be granted step advancement.

1 **Units Earned/Experience Credited**

2 Hours credited and courses taken for salary advancement must have prior approval of  
3 the District. Upper division or graduate level courses taken from an accredited college or  
4 university in the State of California in the field or discipline of the teacher's assignment  
5 have blanket approval.

6  
7 **TEACHER LEADERSHIP SALARY SCHEDULES**

8  
9 PUSD and PFT mutually value student learning and teacher leadership opportunities.  
10 Teacher leadership positions involve a higher level of responsibility and enhance the  
11 instructional program. They provide support to students and staff through activities such  
12 as training and mentoring staff involved in the instructional program, and coordinating the  
13 design, evaluation, or efficiency of the instructional program. Such positions and  
14 placement on Salary Schedules II, III, or IV shall be mutually agreed upon by the parties.

15  
16 **STIPENDS**

17  
18 **Behavior Specialist Stipend & Educational Reimbursement**

19 Behavior Specialists shall be considered Teachers on Special Assignment (TOSAs) and  
20 will be compensated on Certificated Salary Schedule IV. Teachers hired into the Behavior  
21 Specialist role are not required to possess or maintain a BCBA certification.

22  
23 Beginning July 1, 2017, a maximum of \$30,000 annually shall be available to support a  
24 stipend and conference attendance, as detailed below, for Behavior Specialists in the  
25 PFT bargaining unit who possess a valid Board-Certified Behavior Analyst (BCBA)  
26 Certification. The total allocation per employee, including a \$1,500 stipend and all  
27 associated conference costs (registration fees, materials, mileage), shall not exceed  
28 \$3,000.

29 Behavior Specialists who submit proof of their valid BCBA Certification to the PUSD  
30 Personnel Department by October 1 of each school year, and who maintain continuous  
31 employment throughout the duration of a school year, shall receive an annual stipend of  
32 \$1,500 payable in full by June 30.

33  
34 Annually, BCBA Certified Behavior Specialists shall receive up to three 7-hour release  
35 days OR up to 21 hours paid at the currently negotiated teacher hourly rate (on non-  
36 workdays) to attend professional conferences in Southern California. A combination of  
37 release time or non-workday hours paid at the currently negotiated teacher hourly rate is  
38 also acceptable, so long as the total does not exceed 21 hours. Registration fees and  
39 materials costs will be paid by PUSD up to a total of \$500 annually while costs for CEUs  
40 will be covered by the employee. The government mileage rate will be paid for travel to  
41 and from these conferences.

42  
43 **Cooperating Teacher**

44 Effective July 1, 2023, PUSD Cooperating Teachers who support student teachers in our  
45 district classrooms shall be compensated \$600 per term, with two quarters or one  
46 trimester constituting "a term." Any amount paid to the cooperating teacher by the  
47 supporting university will be applied toward the \$600 stipend. For example, if the  
48 university provides \$200 to the cooperating teacher, PUSD will pay the remaining \$400.

1 **Doctoral**

2 Ed.D., Ph.D., or J.D. degree from an institution accredited by the appropriate required  
3 accrediting association will be paid an annual stipend of \$1,000.

4  
5 **Elementary Mandarin Immersion & Dual-Language Program**

6 Effective July 1, 2024, all teachers in a self-contained Bilingual/Dual model (Spanish, TK  
7 in Spanish, or Mandarin) AND all teachers in a Mandarin Immersion Partner Model (both  
8 Mandarin and English teachers) will receive a \$2,000 annual stipend.

9  
10 Mandarin Immersion Partnership Model teachers will also receive one hour of  
11 collaboration time per week or two hours every other week. This release time will be  
12 supported by the on-site AIRs and the Mandarin Language TOSA.

13  
14 **Extra Service Assignment Pay**

15 Teacher Service Assignment and Extracurricular Service Assignments are those defined  
16 in PUSD Board Policy Article 4.2, Section 4.212 and 4.213. As of July 1, 2016, the Stipend  
17 Base will be 75% of a teacher on Salary Schedule I, B2. Any change to Salary Schedule  
18 I initiates the same change to the Stipend Base amount. See Appendix B.

19  
20 **National Board Certification**

21 Beginning July 1, 1999, teachers certified by the National Board for Professional Teaching  
22 Standards will be compensated at \$1,000 per year from the second year of certification  
23 until expiration.

24  
25 **Speech Pathologist Stipend & Educational Reimbursement**

26 Full-time Speech Pathologists will receive an annual stipend of \$1,000 and may be  
27 reimbursed for submitted certification and license fees paid beyond basic credential, not  
28 to exceed \$500 annually.

29  
30 **Teacher Professional Learning & Effectiveness System (TPLES) Site Leader**

31 Teacher Professional Learning & Effectiveness System (TPLES) Site Leaders are paid a  
32 base annual stipend equivalent to 17 hours at the currently negotiated teacher hourly rate  
33 for providing colleague training and support during the evaluation process.

34  
35 If a TPLES Site Leader supports more than 10 colleagues who are *new* to the TPLES,  
36 they will be compensated with an additional stipend amount, calculated as follows: Total  
37 base annual stipend divided by 10 = amount paid for each unit member *new* to the TPLES  
38 above ten.

39  
40 Stipend amounts will be calculated based on the number of teachers supported each  
41 school year as of November.

42  
43 TPLES Site Leaders whose support is required for late hires will be compensated for up  
44 to three hours at the currently negotiated teacher hourly rate.

1 **TEACHERS NEW TO THE DISTRICT**

2  
3 Teachers new to the District shall be scheduled for two additional days of service (see  
4 SECTION VIII - HOURS OF EMPLOYMENT). Day 1 is set aside to participate in District  
5 sponsored programs, such as New Teacher Day Orientation, and to report to their site for  
6 teacher preparation time. Day 2 shall be set aside for teacher preparation time. The first  
7 day shall be paid at the Salary Schedule I, B2 daily rate, and the second shall be paid at  
8 their per diem rate.

9  
10 Returning temporary teachers shall report to their school site for two days of additional  
11 service. If a returning temporary teacher did not attend New Teacher Day Orientation the  
12 prior year, but was contracted during the prior school year, the site principal may approve  
13 teacher attendance at New Teacher Day Orientation in year two. These temporary  
14 teachers shall be compensated for these two days at their per diem rate.

15  
16 **RATES OF PAY**

17  
18 **Hourly Rate**

19 Teacher Hourly Rate will be based on the hourly rate of a teacher on Salary Schedule I,  
20 B2. Any change to Salary Schedule I initiates the same change to the Teacher Hourly  
21 Rate.

22  
23 Teacher-initiated trainings (not mandatory or approved by the district or site) will not be  
24 paid at the teacher hourly rate.

25  
26 Teachers who elect to receive TLC credit for district/site initiated and approved  
27 professional development shall not receive the teacher hourly rate.

28 The following qualify for additional compensation at the teacher hourly rate:

29  
30 District-wide Staff Development Presenters/Trainers (persons who have primary  
31 responsibility for planning and coordinating staff development sessions) shall be  
32 paid for two hours of preparation for every one hour of presentation. Additionally,  
33 for presentation hours outside the contracted workday, Presenters/Trainers shall  
34 be paid the teacher hourly rate. For presentations delivered on a non-contracted  
35 day, see Daily Per Diem Rate.

36  
37 Participation in District/site initiated and approved in-service/training opportunities  
38 (registration fees and required materials will be provided) during non-contracted  
39 time

40  
41 Curriculum Development during non-contracted time

42  
43 Four and one-half or five and one-half period class at the high school

44  
45 Compensated program-related tasks which are not covered under Extra  
46 Assignment Schedule (i.e. SPSA, Title I)

1 Sixth-grade camp (additional compensation equivalent to twice the Salary  
2 Schedule I, B2 hourly rate per overnight stay)  
3

4 High school supervision defined as “paid” per SECTION VIII - HOURS OF  
5 EMPLOYMENT, HIGH SCHOOL SUPERVISION (Teachers performing those  
6 duties defined as “paid” per this section shall be paid at the rate equivalent to one  
7 hour at the Salary Schedule I, B2 rate).  
8

9 Home/hospital tutors

- 10
- 11 • Unit members shall be given preference as home/hospital tutors. After the  
12 District has advertised for unit members to serve as home tutors and an  
13 insufficient number of teachers have responded, the District may employ  
14 qualified non-unit members.  
15

16 The following qualify for the teacher hourly rate for hours during the contracted workday:  
17

18 Secondary teachers assigned by an administrator to teach on preparation period  
19 as a substitute (one hour minimum, in half hour increments)  
20

21 In the absence of an available substitute, elementary school and D39C teachers  
22 who cover a class or are assigned a group of five or more students for more than  
23 30 minutes  
24

25 Impact teachers

- 26
- 27 • Shall be paid the teacher hourly rate to address core academic needs  
28 through supplemental instruction. This paid time shall include time for  
29 planning, preparation and collaboration at a ratio of 10 minutes for each 1  
30 hour of instruction.
  - 31 • Shall attend professional development activities and trainings directly  
32 related to their duties with attendance paid at the teacher hourly rate.
  - 33 • May earn Teaching and Learning Cooperative (TLC) points, which shall be  
34 applied for salary schedule placement if the Impact Teacher is subsequently  
35 hired into a contracted assignment.  
36

### 37 **Daily Per Diem Rate**

38 Summer School Teaching (full assignment – 2/3 daily rate of the preceding year)  
39

40 District-wide Staff Development Presenters/Trainers (persons who have primary  
41 responsibility for planning and coordinating staff development sessions) who present on  
42 a non–contracted day (paid at per diem 1/2 day or full day). Additionally, District-wide  
43 Staff Development Presenters/Trainers (persons who have primary responsibility for  
44 planning and coordinating staff development sessions) shall also be paid the teacher  
45 hourly rate for preparation. This preparation time shall be paid at two hours of preparation  
46 for every one hour of presentation.  
47

1 Teachers who teach regularly assigned classes in addition to a full-time teaching  
2 assignment will be compensated on a per diem basis. This does not apply to four and  
3 one-half and five and one-half period classes at the high school.

4

5 **Differential Pay Rate**

6 The differential pay rate shall be the regular salary, less half the daily rate of the lowest  
7 cell on certificated teacher Salary Schedule I (currently cell B2), rounded to the nearest  
8 dollar. To calculate this amount, take the annual salary on the lowest cell on Salary  
9 Schedule I (currently cell B2), divide it by the total number of workdays on Salary  
10 Schedule I, to get the daily rate. Half this daily rate, rounded to the nearest dollar, is the  
11 amount deducted daily. The same differential pay rate shall be deducted, regardless of  
12 the length of the absence or the amount paid to a substitute. The amount deducted shall  
13 not exceed the sum that is actually paid to a substitute employed to fill the position during  
14 the absence or, if no substitute was employed, the amount that would have been paid to  
15 the substitute.

16

17 **Undefined Rates**

18 Rates of pay not specifically defined in Board Policy or in this agreement shall be  
19 negotiated by the District and the Federation.

20 When outside agencies have an established rate of pay (e.g. Writing Project, County  
21 Office of Education), the District shall pay at that rate, but not less than the negotiated  
22 hourly rate.

23

24

1                   **SECTION XII – RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**  
2

3     The Employer shall make available to the Exclusive Representative copies of the agenda  
4     and a Board folder of each Board of Education meeting at the same time that they are  
5     completed for distribution. Privileged materials and other documents not subject to  
6     disclosure under the Public Records Act shall not be made available to the Exclusive  
7     Representative. The Exclusive Representative shall be entitled to one official  
8     representative at all Board meetings; however, anyone shall be permitted to speak in  
9     accordance with Board Policy.

10  
11    Copies of minutes of Board of Education meetings shall be made available to the  
12    Exclusive Representatives at the time they are approved by the Board.

13  
14    At the close of each pay period, the District shall provide the Exclusive Representative  
15    with a list of all unit members who are newly employed or terminated, and regular  
16    classroom teachers who have had a change of work location.

17  
18    Unit Building Committee – The District agrees that at each school the principal shall be  
19    encouraged to meet at least once a month with the Unit Building Committee at a  
20    reasonable time, for the purpose of discussing matters of mutual concern. Each unit  
21    Building Committee shall consist of no more than five (5) teachers at the school and shall  
22    be chosen by the site teachers.

23  
24    Representatives of the Unit designated by the Exclusive Representative, not to exceed  
25    five (5) members, and the Employer shall meet on a mutually agreed upon date, place,  
26    and time, upon request by either party, for the purpose of reviewing the administration of  
27    the Agreement and to review any mutual concerns. Additional participants may be  
28    included when needed; however, no more than two (2) such resource persons shall  
29    attend any meeting without mutual consent of the parties. These meetings are not  
30    intended to bypass the grievance procedure and shall not constitute an invitation to  
31    continuously renegotiate the provisions of the Agreement. Both parties may submit  
32    agenda items they wish to discuss at these meetings. These meetings shall take place at  
33    the District level.

34  
35    The Exclusive Representation shall appoint a Budget Committee of at least three (3)  
36    members whose purpose is to meet with the Associate Superintendent Business Support  
37    Services as appropriate. The purpose of this committee is to be familiar with the budget  
38    and budget process each year. Budget printouts and other budget material will be made  
39    available to the Exclusive Representative.

40  
41    The Exclusive Representative will be eligible to select three (3) members of the District  
42    Insurance Committee.

43  
44    A committee composed of representatives of the Exclusive Representative and  
45    administration representatives will develop the Certificated Calendar for recommendation  
46    to the Superintendent and the Board of Education. No later than December 1 of each year  
47    of the contract, the parties will develop and agree to a certificated calendar for the  
48    succeeding year.

1 The Exclusive Representative may hold group meetings at individual school sites during  
2 the workday. Such meetings shall not exceed four (4) meetings per school year at each  
3 school site. Such meetings may not commence earlier than fifteen (15) minutes following  
4 the completion of the instructional day nor adjourn later than ten (10) minutes prior to the  
5 beginning of the instructional day. Meeting dates, time, and places shall be subject to the  
6 mutual agreement of the building representative and the site principal. In instances where  
7 a group meeting follows the staff meeting at a particular school site, the group meeting  
8 may not commence until at least five (5) minutes following completion of the staff meeting.  
9 If more than one school staff is invited to attend a group meeting, each such additional  
10 staff shall be deemed to have held a meeting under this section. It is the responsibility of  
11 the Exclusive Representative to monitor meetings times and ensure compliance with the  
12 provisions of this section.

13  
14 **ORGANIZATIONAL LEAVE**

15  
16 Annually, the Exclusive Representative will be provided a total of two (2) days of  
17 Organizational Leave to release Unit Members to participate in state or national  
18 organizational events. This will be without loss of compensation to the unit member and  
19 without reimbursement by the Exclusive Representative.

20  
21 **DISTRICTWIDE COMMITTEES**

22  
23 The Federation may designate a representative to participate on Districtwide committees  
24 to which teachers are appointed.

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1 10. The maximum number of participants on this program in any one year shall not  
2 exceed four. Nothing shall preclude the Board from approving participation in  
3 excess of four.  
4

5 **EXAMPLES OF SERVICES WHICH TEACHERS MAY PROVIDE UNDER THIS PLAN**  
6

7 Following is a listing of examples of services which teachers may provide under this  
8 plan. Services may include, but are not limited to:  
9

- 10 1. Demonstration teaching
- 11
- 12 2. Staff development, development of in-service training programs, and  
13 presentations.
- 14
- 15 3. Assistance in testing and follow-up analysis, including the preparation of reports.  
16
- 17 4. Compiling test data  
18
- 19 5. Assistance in orientation and programs for teachers new to the District.  
20
- 21 6. Updating curriculum and writing new supplementary instructional materials.  
22
- 23 7. Substitute teaching, serving as replacement for regular teachers as needed and  
24 at the discretion of the District.  
25

26 Application shall be made to the Associate Superintendent, Personnel Support Services  
27 no later than February 1 of the school year preceding the year of the employee's entrance  
28 into the program. Entrance into the program shall be at the beginning of the fall semester.  
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## SECTION XIV – SPECIAL EDUCATION

### DEFINITIONS

**Collaborative:** A Collaborative class model is an adult-supported general education class. It includes a general education teacher, either co-teaching with an Education Specialist or supported by an Instructional Assistant.

**Caseload:** Refers to the number of students with an IEP assigned to an Education Specialist.

**EMPOWER:** Establishing Mental Health and Pragmatic Ownership for Worthwhile Educational Resilience

### CLASS SIZE & CASELOADS

#### PRESCHOOL PROGRAMS

- **Side By Side:** Class Size/Caseload range of 8-12 serving PK students only
- **Appointment-Based:** Resource Education Specialist Program (RSP) / Specialized Academic Instruction (SAI) teachers shall begin the school year with a target caseload of twenty-three (23) students. Caseloads may increase throughout the school year based on student needs and enrollment; however, at no time shall the caseload exceed twenty-eight (28) students, in accordance with California Education Code.

#### ELEMENTARY SPECIAL DAY CLASSES

##### Mild/Moderate Support

- **TK Structured Supports:** Class Size/Caseload range of 8-10 serving TK students only
- **K-5 Structured Supports:** Class Size/Caseload range of 10-12 serving two grade levels only (i.e. K/1, 2/3, 4/5)
- **K-5 Social-Emotional Academic Success (SEAS):** Class Size/Caseload range 8-10 serving up to three grade levels.

##### Extensive Support/Moderate/Severe

- **TK-5 Extensive SUPPORTS:** Class Size/Caseload range of 8-10 serving up to three grade levels.

#### SECONDARY SPECIAL DAY CLASSES

##### Mild/Moderate Support

- **Structured Supports:** Class Size/Caseload range of 12-15
- **Social-Emotional Academic Success (SEAS):** Class Size/Caseload range of 8-10
- **EMPOWER:** Class Size/Caseload Range of 10-12

1 **Extensive Support/Moderate/Severe:**

- 2 • Extensive Supports: Class Size/Caseload range of 10-12
- 3 • Adult Transition Program (ATP): Class Size/Caseload Range of 12-15

4  
5 **RESOURCE SPECIALIST PROGRAM (RSP)/EDUCATION**  
6 **SPECIALISTS/SPECIALIZED ACADEMIC INSTRUCTION (SAI) CASELOADS**

7 Caseloads will be reviewed periodically, and the District shall make reasonable efforts  
8 to monitor and balance assignments to ensure compliance and support effective service  
9 delivery to students.

10  
11 **Elementary RSP Education Specialists:**

12 Resource Education Specialist Program (RSP) teachers shall begin the school year with  
13 a target caseload of twenty-three (23) students. Caseloads may increase throughout the  
14 school year based on student needs and enrollment; however, at no time shall the  
15 caseload exceed twenty-eight (28) students in accordance with California Education  
16 Code.

17  
18 **Secondary RSP/SAI Education Specialists:**

19 Secondary RSP/SAI teachers shall begin the school year with a target caseload of  
20 twenty-three (23) students. Caseloads may fluctuate throughout the school year based  
21 on factors such as student need and enrollment; however, at no time shall the caseload  
22 exceed twenty-eight (28) students, in accordance with California Education Code.

23 **Caseload Waiver Process**

24 Education Specialists who agree to an RSP caseload waiver: If there is not Itinerant  
25 Education Specialist staff readily available to assume the excess caseload, substitute  
26 coverage for the corresponding Itinerant percentage shall be allocated and/or the  
27 Education Specialist will be offered voluntary time sheeting compensation for case  
28 management duties above 28 eligible students.

29  
30 **SPECIAL EDUCATION RATIOS**

31 To ensure instructional efficacy and manage professional workload, the following  
32 standards apply to middle and high school general education classrooms:

33 A ratio of **33% has been** established for students with Individualized Education  
34 Programs (IEPs) relative to the agreed upon class targets in any single middle or high  
35 school general education section. This ratio is designed to ensure the diverse learning  
36 needs of all students are met and to maintain manageable workloads regarding IEP  
37 documentation, meeting attendance, and specialized instruction. The 33% is calculated  
38 as a percentage of the class size targets, as outlined in SECTION VII - CLASS SIZE  
39 AND STAFFING of the bargaining agreement. Specifically, the class size target is used  
40 as the denominator and the number of students with IEPs is the numerator. Homeroom  
41 and classes specifically designed for students with IEPs, such as Learning Strategies,  
42 are excluded from the 33% ratio.

43 Administration will make every effort to balance classes as master schedules are being  
44 built. In the event a class section exceeds the **33%** ratio, the administration shall meet

1 with the General Education Teacher and the Education Specialist/Instructional  
2 Assistant. This meeting shall serve to:

- 3 1. Review the specific circumstances necessitating the enrollment ratio.
- 4 2. Develop a formal Support Plan, which takes into account the unique  
5 circumstances and may include adding support such as, but not limited to:  
6 additional support staff, additional prep time, etc.

### 7 **SPECIAL EDUCATION TEACHER SIGNING AND RETENTION BONUS**

8  
9  
10 In order to address hiring shortages in specific special education teaching positions that  
11 are "difficult to fill," PUSD offers a \$6,000 signing and retention bonus to Education  
12 Specialists hired to teach in the following areas: Visually Impaired, Orientation and  
13 Mobility, Deaf and Hard of Hearing, and Extensive Supports/Moderate/Severe. Signing  
14 bonuses are paid in accordance with the stipulations below.

- 15  
16 1. Eligible teachers will possess the appropriate preliminary or clear special  
17 education teaching credential required for the teaching assignment.
- 18 2. Teachers eligible for the signing and retention bonus will receive \$750 at the  
19 completion of each of the first eight (8) semesters employed in the position.
- 20 3. If PUSD releases a teacher from employment prior to the completion of 8  
21 semesters of teaching, they are not eligible to receive the balance of the \$6,000  
22 signing and retention bonus; however, they are not obligated to repay the signing  
23 and retention bonus paid and earned to date.
- 24 4. If PUSD releases the teacher prior to the end of a semester, the teacher is not  
25 eligible to receive \$750 for that semester.
- 26 5. If the teacher resigns from PUSD prior to the completion of 8 consecutive  
27 semesters of teaching, they may be obligated to repay the District for the signing  
28 and retention bonus they have earned to date.

### 29 30 **SPECIAL DAY CLASS (SDC) RELEASE**

31 Due to the unique demands of TK-Adult Transition Special Day Classes, SDC teachers  
32 have the option to secure substitute coverage to allow for dedicated, focused time to  
33 conduct necessary student assessments and to thoroughly prepare for IEPs. This  
34 coverage can be scheduled in half-day or full-day increments. This administrative release  
35 time will be covered by Special Education funds.

36  
37 \*Preschool Education Specialists (ECSE) have dedicated time within their contracted  
38 workday specifically allocated for completing case management tasks. This ensures that  
39 they can effectively manage their caseloads and fulfill all necessary requirements.  
40

BLOCK DAY FORMULA	
# of students	# of days/year
6 and under	½-1 day
7-8	1 ½ days
9-12	2 days
13-14	2 ½ days
15+	3 days

**TRANSITION IEP RELEASE TIME**

Education Specialists may access release time/substitute coverage to support coordination and teacher participation in transition IEP meetings. Comparable release time/sub coverage is also available for one general education teacher participant in each transition IEP meeting (typically from the sending IEP team/site). This release time/sub coverage applies to all Education Specialists who will be attending transition IEP meetings (this is inclusive of RSP/SAI teachers and SDC teachers).

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11

<b># of Transition Meetings (Elementary &amp; D39)</b>	<b># of Transition Meetings (Middle/High)</b>	<b>Sub Release Days (SPED) (For each ed. specialist present in meeting. One per site per meeting.)</b>	<b>Sub Release Days (Gen. Ed.) (For one gen ed teacher present in meeting.)</b>
5-7	8-10	0.5	0.5
8-14	11-17	1	1
15-21	18-24	1.5	1.5
22-28	25-31	2	2
29-35	32-38	2.5	2.5
36-42	39-45	3	3
43-49	46-52	3.5	3.5
50-56	53-59	4	4
57-63	60-66	4.5	4.5
64-70	67-73	5	5
71-77	74-80	5.5	5.5
78-84	80-86	6	6
85-91	87-93	6.5	6.5
92-98	94-100	7	7

**ELEMENTARY RSP RESOURCE SPECIALIST SUPPORTS**

- Itinerant Education Specialist Caseload Support: The intention of Itinerant Ed Specialist support is to help balance the caseload needs at the site. Teachers who work a .2 (up to 5.6 students), .4 (up to 11.2 students), .6 (up to 16.8 students), or .8 (up to 22.4 students) contract at a site will:
  - Carry a caseload and will be responsible for the full scope of Resource Education Specialist duties associated with these students, both direct student services and the IEP case management.
  - Service and case management responsibilities shall be distributed in proportion to the itinerant’s time on campus, such that staff with reduced availability are assigned students whose service needs can be met within that limited time.
  - Share assessment responsibilities for initial IEPs.
  - Site Resource Ed Specialists caseloads will be monitored throughout the year, with the goal of any itinerant movement occurring at natural breaks (November, December, February, and Spring Break).

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- Use of Time Banking Days for IEP Meetings: To limit the number of IEP meetings before and after school, and to support the participation of all IEP team members, the parties agree that, one Time Banking Day per month may be used to conduct IEP Meetings during the Ed Specialists' workday.
- Math Student Consumables: Education Specialists will continue to have access to district required math curriculum, including online resources, which will provide them with access to the student workbook pages for each unit of study for all grade levels, TK-5.
- IAT Meetings: To eliminate redundancy of paperwork, Ed Specialists and Speech Language Pathologists shall have site-level access to the RtI console and other relevant student records.

DRAFT

**SECTION XV – CONDITIONS OF AGREEMENT**

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The District and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiation process. Therefore, it is agreed that the District and the Federation will support this agreement, for its term. It is further agreed that the Federation will assume responsibility for monitoring the overt activities of the members of the bargaining unit as they affect the management and/or operation of the District.

Except as provided in this Agreement, no member of this Unit nor any member of the Board of Education, the Superintendent, or designee, shall seek change or improvement in any provision of this Agreement for the life of this Agreement. Further, it is recognized that in the absence of specific provisions in this Agreement, all other matters are discretionary to the District to the extent that they are not contrary to or inconsistent with the specific provisions in this Agreement or State law. The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.

In the event that any provision of this Agreement is or shall at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

It is agreed and understood that there will be no strike or concerted activity to interfere with the operation of the District by the Federation or any of its officers, agents, or members of the Unit during the term of this Agreement.

There shall be signed copies of the final Agreement for the purpose of record for the Federation and the District.

Within one (1) month of the ratification of this Agreement by both parties, the District agrees to have printed in an appropriate format a sufficient quantity as determined by the Federation. The union will have responsibility for such distribution.

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APPENDIX A

DRAFT

**Certificated Salary Schedule I-186 Days  
Effective 7/1/23 plus 5%**

Range	B (20)	B' (25)	C (30)	C' (35)	D (40)	D' (45)	E (50)	E' (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$58,959	\$60,728	\$60,227	\$62,034	\$61,495	\$63,340	\$62,764	\$64,647
3	\$59,667	\$61,457	\$61,071	\$62,903	\$62,792	\$64,676	\$64,509	\$66,444
4	\$63,554	\$65,461	\$66,199	\$68,185	\$68,390	\$70,442	\$69,256	\$71,334
5	\$65,294	\$67,253	\$69,668	\$71,758	\$72,769	\$74,952	\$77,564	\$79,891
6	\$67,666	\$69,696	\$72,085	\$74,248	\$75,171	\$77,426	\$80,486	\$82,901
7	\$69,421	\$71,504	\$73,847	\$76,062	\$76,922	\$79,230	\$82,677	\$85,157
8			\$75,635	\$77,904	\$79,137	\$81,511	\$84,895	\$87,442
9			\$77,383	\$79,704	\$80,931	\$83,359	\$87,106	\$89,719
10			\$79,841	\$82,236	\$83,407	\$85,909	\$90,112	\$92,815
11					\$90,418	\$93,131	\$100,630	\$103,649
12					\$90,418	\$93,131	\$100,630	\$103,649
13					\$90,418	\$93,131	\$100,630	\$103,649
14					\$90,418	\$93,131	\$100,630	\$103,649
15					\$94,326	\$97,156	\$104,742	\$107,884
16					\$94,326	\$97,156	\$104,742	\$107,884
17					\$94,326	\$97,156	\$104,742	\$107,884
18					\$94,326	\$97,156	\$104,742	\$107,884
19					\$96,427	\$99,320	\$106,839	\$110,044
20					\$96,427	\$99,320	\$106,839	\$110,044
21					\$96,427	\$99,320	\$106,839	\$110,044
22					\$96,427	\$99,320	\$106,839	\$110,044
23					\$101,299	\$104,338	\$116,209	\$119,695
24					\$101,299	\$104,338	\$116,209	\$119,695
25					\$104,437	\$107,570	\$119,812	\$123,406
26					\$108,092	\$111,335	\$124,005	\$127,725

Schedule I WITH 5.0% increase from 2023-2023 TA effective July 1, 2023

Teacher Hourly @ B-2 Rate	\$45.28
Special Daily Rate @ B-2	\$316.98
** Stipend Base @ 75% of B-2 Salary	\$ 44,219

\*\* The Stipend Base is the multiplier for all stipends (per Board Policy 4.212 and 4.213). For example, the head Softball coach on Step 1 (first year) receives 0.117 times the stipend base (\$44,219) or \$5,174. The previous Stipend Base Rate was \$40,689

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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**Certificated Salary Schedule II  
Effective 7/1/23 plus 5%**

Range	B (20)	B (25)	C (30)	C (35)	D (40)	D (45)	E (50)	E (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$60,544	\$62,360	\$61,846	\$63,701	\$63,148	\$65,042	\$64,451	\$66,385
3	\$61,271	\$63,109	\$62,713	\$64,594	\$64,480	\$66,414	\$66,243	\$68,230
4	\$65,262	\$67,220	\$67,979	\$70,018	\$70,228	\$72,335	\$71,118	\$73,252
5	\$67,049	\$69,060	\$71,541	\$73,687	\$74,725	\$76,967	\$79,649	\$82,038
6	\$69,485	\$71,570	\$74,023	\$76,244	\$77,192	\$79,508	\$82,650	\$85,130
7	\$71,287	\$73,426	\$75,832	\$78,107	\$78,990	\$81,360	\$84,900	\$87,447
8			\$77,668	\$79,998	\$81,264	\$83,702	\$87,177	\$89,792
9			\$79,463	\$81,847	\$83,107	\$85,600	\$89,448	\$92,131
10			\$81,987	\$84,447	\$85,649	\$88,218	\$92,534	\$95,310
11					\$92,849	\$95,634	\$103,335	\$106,435
12					\$92,849	\$95,634	\$103,335	\$106,435
13					\$92,849	\$95,634	\$103,335	\$106,435
14					\$92,849	\$95,634	\$103,335	\$106,435
15					\$96,862	\$99,768	\$107,558	\$110,785
16					\$96,862	\$99,768	\$107,558	\$110,785
17					\$96,862	\$99,768	\$107,558	\$110,785
18					\$96,862	\$99,768	\$107,558	\$110,785
19					\$99,019	\$101,990	\$109,711	\$113,002
20					\$99,019	\$101,990	\$109,711	\$113,002
21					\$99,019	\$101,990	\$109,711	\$113,002
22					\$99,019	\$101,990	\$109,711	\$113,002
23					\$104,022	\$107,143	\$119,333	\$122,913
24					\$104,022	\$107,143	\$119,333	\$122,913
25					\$107,244	\$110,461	\$123,033	\$126,724
26					\$110,998	\$114,328	\$127,338	\$131,158

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

**BOE Approved: 4/6/25  
Updated: 1/29/25**

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**Certificated Salary Schedule III  
Effective 7/1/23 plus 5%**

Range	B (20)	B'(25)	C (30)	C' (35)	D (40)	D' (45)	E (50)	E' (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$62,763	\$64,646	\$64,113	\$66,036	\$65,462	\$67,426	\$66,813	\$68,817
3	\$63,516	\$65,421	\$65,011	\$66,961	\$66,843	\$68,848	\$68,671	\$70,731
4	\$67,654	\$69,684	\$70,470	\$72,584	\$72,802	\$74,986	\$73,724	\$75,936
5	\$69,507	\$71,592	\$74,163	\$76,388	\$77,464	\$79,788	\$82,568	\$85,045
6	\$72,032	\$74,193	\$76,736	\$79,038	\$80,021	\$82,422	\$85,679	\$88,249
7	\$73,900	\$76,117	\$78,611	\$80,969	\$81,885	\$84,342	\$88,011	\$90,651
8			\$80,515	\$82,930	\$84,243	\$86,770	\$90,372	\$93,083
9			\$82,375	\$84,846	\$86,152	\$88,737	\$92,726	\$95,508
10			\$84,992	\$87,542	\$88,788	\$91,452	\$95,926	\$98,804
11					\$96,251	\$99,139	\$107,122	\$110,336
12					\$96,251	\$99,139	\$107,122	\$110,336
13					\$96,251	\$99,139	\$107,122	\$110,336
14					\$96,251	\$99,139	\$107,122	\$110,336
15					\$100,412	\$103,424	\$111,500	\$114,845
16					\$100,412	\$103,424	\$111,500	\$114,845
17					\$100,412	\$103,424	\$111,500	\$114,845
18					\$100,412	\$103,424	\$111,500	\$114,845
19					\$102,648	\$105,727	\$113,732	\$117,144
20					\$102,648	\$105,727	\$113,732	\$117,144
21					\$102,648	\$105,727	\$113,732	\$117,144
22					\$102,648	\$105,727	\$113,732	\$117,144
23					\$107,834	\$111,069	\$123,706	\$127,417
24					\$107,834	\$111,069	\$123,706	\$127,417
25					\$111,175	\$114,510	\$127,542	\$131,368
26					\$115,066	\$118,518	\$132,005	\$135,965

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.

Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

**BOE Approved Date: 4/6/23  
Updated: 1/29/25**

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**Certificated Salary Schedule IV  
Effective 7/1/2023 plus 5%**

Range	B (20)	B (25)	C (30)	C (35)	D (40)	D (45)	E (50)	E (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$64,348	\$66,278	\$65,732	\$67,704	\$67,116	\$69,129	\$68,500	\$70,555
3	\$65,120	\$67,074	\$66,653	\$68,653	\$68,531	\$70,587	\$70,405	\$72,517
4	\$69,363	\$71,444	\$72,249	\$74,416	\$74,641	\$76,880	\$75,586	\$77,854
5	\$71,262	\$73,400	\$76,036	\$78,317	\$79,420	\$81,803	\$84,653	\$87,193
6	\$73,851	\$76,067	\$78,673	\$81,033	\$82,041	\$84,502	\$87,842	\$90,477
7	\$75,766	\$78,039	\$80,596	\$83,014	\$83,953	\$86,472	\$90,234	\$92,941
8			\$82,548	\$85,024	\$86,370	\$88,961	\$92,654	\$95,434
9			\$84,456	\$86,990	\$88,328	\$90,978	\$95,067	\$97,919
10			\$87,138	\$89,752	\$91,030	\$93,761	\$98,348	\$101,298
11					\$98,682	\$101,642	\$109,827	\$113,122
12					\$98,682	\$101,642	\$109,827	\$113,122
13					\$98,682	\$101,642	\$109,827	\$113,122
14					\$98,682	\$101,642	\$109,827	\$113,122
15					\$102,947	\$106,035	\$114,315	\$117,744
16					\$102,947	\$106,035	\$114,315	\$117,744
17					\$102,947	\$106,035	\$114,315	\$117,744
18					\$102,947	\$106,035	\$114,315	\$117,744
19					\$105,240	\$108,397	\$116,604	\$120,102
20					\$105,240	\$108,397	\$116,604	\$120,102
21					\$105,240	\$108,397	\$116,604	\$120,102
22					\$105,240	\$108,397	\$116,604	\$120,102
23					\$110,558	\$113,875	\$126,830	\$130,635
24					\$110,558	\$113,875	\$126,830	\$130,635
25					\$113,982	\$117,401	\$130,763	\$134,686
26					\$117,971	\$121,510	\$135,339	\$139,399

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

Issue: 02

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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**Professional Salary Schedule**  
**SALARY GRADE 18**  
 Effective 7/1/23 plus 5%

Step	1st month				Annually				1st Step				1st Step			
	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	
1	511.975	512.814	513.654	514.494	515.334	516.174	517.014	517.854	518.694	519.534	520.374	521.214	522.054	522.894	523.734	
2	511.988	512.828	513.668	514.508	515.348	516.188	517.028	517.868	518.708	519.548	520.388	521.228	522.068	522.908	523.748	
3	512.001	512.841	513.681	514.521	515.361	516.201	517.041	517.881	518.721	519.561	520.401	521.241	522.081	522.921	523.761	
4	512.014	512.854	513.694	514.534	515.374	516.214	517.054	517.894	518.734	519.574	520.414	521.254	522.094	522.934	523.774	
5	512.027	512.867	513.707	514.547	515.387	516.227	517.067	517.907	518.747	519.587	520.427	521.267	522.107	522.947	523.787	
6	512.040	512.880	513.720	514.560	515.400	516.240	517.080	517.920	518.760	519.600	520.440	521.280	522.120	522.960	523.800	
7	512.053	512.893	513.733	514.573	515.413	516.253	517.093	517.933	518.773	519.613	520.453	521.293	522.133	522.973	523.813	
8	512.066	512.906	513.746	514.586	515.426	516.266	517.106	517.946	518.786	519.626	520.466	521.306	522.146	522.986	523.826	
9	512.079	512.919	513.759	514.599	515.439	516.279	517.119	517.959	518.799	519.639	520.479	521.319	522.159	522.999	523.839	
10	512.092	512.932	513.772	514.612	515.452	516.292	517.132	517.972	518.812	519.652	520.492	521.332	522.172	523.012	523.852	
11	512.105	512.945	513.785	514.625	515.465	516.305	517.145	517.985	518.825	519.665	520.505	521.345	522.185	523.025	523.865	
12	512.118	512.958	513.798	514.638	515.478	516.318	517.158	518.018	518.838	519.678	520.518	521.358	522.198	523.038	523.878	
13	512.131	512.971	513.811	514.651	515.491	516.331	517.171	518.031	518.851	519.691	520.531	521.371	522.211	523.051	523.891	
14	512.144	512.984	513.824	514.664	515.504	516.344	517.184	518.044	518.864	519.704	520.544	521.384	522.224	523.064	523.904	
15	512.157	512.997	513.837	514.677	515.517	516.357	517.197	518.057	518.877	519.717	520.557	521.397	522.237	523.077	523.917	
16	512.170	513.010	513.850	514.690	515.530	516.370	517.210	518.070	518.890	519.730	520.567	521.410	522.247	523.087	523.927	
17	512.183	513.023	513.863	514.703	515.543	516.383	517.223	518.083	518.903	519.743	520.577	521.423	522.257	523.097	523.937	
18	512.196	513.036	513.876	514.716	515.556	516.396	517.236	518.096	518.916	519.756	520.587	521.436	522.267	523.107	523.947	
19	512.209	513.049	513.889	514.729	515.569	516.409	517.249	518.109	518.929	519.769	520.597	521.449	522.277	523.117	523.957	
20	512.222	513.062	513.902	514.742	515.582	516.422	517.262	518.122	518.942	519.779	520.607	521.462	522.287	523.127	523.967	
21	512.235	513.075	513.915	514.755	515.595	516.435	517.275	518.135	518.955	519.789	520.617	521.475	522.297	523.137	523.977	
22	512.248	513.088	513.928	514.768	515.608	516.448	517.288	518.148	518.968	519.799	520.627	521.488	522.307	523.147	523.987	
23	512.261	513.101	513.941	514.781	515.621	516.461	517.301	518.158	518.978	519.809	520.637	521.501	522.317	523.157	523.997	
24	512.274	513.114	513.954	514.794	515.634	516.474	517.314	518.168	518.988	519.819	520.647	521.514	522.327	523.167	524.007	
25	512.287	513.127	513.967	514.807	515.647	516.487	517.327	518.178	518.998	519.829	520.657	521.527	522.337	523.177	524.017	
26	512.300	513.140	513.980	514.820	515.660	516.497	517.340	518.188	519.008	519.839	520.667	521.540	522.347	523.187	524.027	

Step	2nd month				Annually				2nd Step				2nd Step			
	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	AA or CD Percent	
1	513.975	514.814	515.654	516.494	517.334	518.174	519.014	519.854	520.694	521.534	522.374	523.214	524.054	524.894	525.734	
2	513.988	514.828	515.668	516.508	517.348	518.188	519.028	519.868	520.708	521.548	522.388	523.228	524.068	524.908	525.748	
3	514.001	514.841	515.681	516.521	517.358	518.198	519.038	519.878	520.718	521.558	522.398	523.238	524.078	524.918	525.758	
4	514.014	514.854	515.694	516.534	517.368	518.208	519.048	519.888	520.728	521.568	522.408	523.248	524.088	524.928	525.768	
5	514.027	514.867	515.707	516.547	517.378	518.218	519.058	519.898	520.738	521.578	522.418	523.258	524.098	524.938	525.778	
6	514.040	514.880	515.720	516.560	517.388	518.228	519.068	519.908	520.748	521.588	522.428	523.268	524.108	524.948	525.788	
7	514.053	514.893	515.733	516.573	517.398	518.238	519.078	519.918	520.758	521.598	522.438	523.278	524.118	524.958	525.798	
8	514.066	514.906	515.746	516.586	517.408	518.248	519.088	519.928	520.768	521.608	522.448	523.288	524.128	524.968	525.808	
9	514.079	514.919	515.759	516.599	517.418	518.258	519.098	519.938	520.778	521.618	522.458	523.298	524.138	524.978	525.818	
10	514.092	514.932	515.772	516.612	517.428	518.268	519.108	519.948	520.788	521.628	522.468	523.308	524.148	524.988	525.828	
11	514.105	514.945	515.785	516.625	517.438	518.278	519.118	519.958	520.798	521.638	522.478	523.318	524.158	524.998	525.838	
12	514.118	514.958	515.798	516.638	517.448	518.288	519.128	519.968	520.808	521.648	522.488	523.328	524.168	525.008	525.848	
13	514.131	514.971	515.811	516.651	517.458	518.298	519.138	519.978	520.818	521.658	522.498	523.338	524.178	525.018	525.858	
14	514.144	514.984	515.824	516.664	517.468	518.308	519.148	519.988	520.828	521.668	522.508	523.348	524.188	525.028	525.868	
15	514.157	514.997	515.837	516.677	517.478	518.318	519.158	520.008	520.838	521.678	522.518	523.358	524.198	525.038	525.878	
16	514.170	515.010	515.850	516.690	517.488	518.328	519.168	520.018	520.848	521.688	522.528	523.368	524.208	525.048	525.888	
17	514.183	515.023	515.863	516.703	517.498	518.338	519.178	520.028	520.858	521.698	522.538	523.378	524.218	525.058	525.898	
18	514.196	515.036	515.876	516.716	517.508	518.348	519.188	520.038	520.868	521.708	522.548	523.388	524.228	525.068	525.908	
19	514.209	515.049	515.889	516.729	517.518	518.358	519.198	520.048	520.878	521.718	522.558	523.398	524.238	525.078	525.918	
20	514.222	515.062	515.902	516.742	517.528	518.368	519.208	520.058	520.888	521.728	522.568	523.408	524.248	525.088	525.928	
21	514.235	515.075	515.915	516.755	517.538	518.378	519.218	520.068	520.898	521.738	522.578	523.418	524.258	525.098	525.938	
22	514.248	515.088	515.928	516.768	517.548	518.388	519.228	520.078	520.908	521.748	522.588	523.428	524.268	525.108	525.948	
23	514.261	515.101	515.941	516.781	517.558	518.398	519.238	520.088	520.918	521.758	522.598	523.438	524.278	525.118	525.958	
24	514.274	515.114	515.954	516.794	517.568	518.408	519.248	520.098	520.928	521.768	522.608	523.448	524.288	525.128	525.968	
25	514.287	515.127	515.967	516.807	517.578	518.418	519.258	520.108	520.938	521.778	522.618	523.458	524.298	525.138	525.978	
26	514.300	515.140	515.980	516.820	517.588	518.428	519.268	520.118	520.948	521.788	522.628	523.468	524.308	525.148	525.988	

Hourly and learning supplements (columns 6, 7, 8) are not included in this schedule.  
 Does not include Longevity. Next year's is computed as a standard 6% CPI plus a custom increase.

**Speech Language Pathologist Salary Schedule**  
**Effective 7/1/2023 plus 5%**  
**186 Days**

**Salary Group 07**

Range	D	D	E	E
Step	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
1	\$74,819	\$77,064	\$76,048	\$78,329
2	\$77,933	\$80,271	\$79,133	\$81,507
3	\$78,065	\$80,407	\$79,718	\$82,110
4	\$79,050	\$81,422	\$79,890	\$82,287
5	\$80,376	\$82,787	\$85,029	\$87,580
6	\$81,733	\$84,185	\$86,892	\$89,499
7	\$83,434	\$85,937	\$89,018	\$91,689
8	\$85,583	\$88,150	\$91,173	\$93,908
9	\$87,323	\$89,943	\$93,317	\$96,117
10	\$88,751	\$91,414	\$95,260	\$98,118
11	\$92,634	\$95,413	\$102,545	\$105,621
12	\$92,634	\$95,413	\$102,545	\$105,621
13	\$92,634	\$95,413	\$102,545	\$105,621
14	\$92,634	\$95,413	\$102,545	\$105,621
15	\$96,427	\$99,320	\$106,538	\$109,734
16	\$96,427	\$99,320	\$106,538	\$109,734
17	\$96,427	\$99,320	\$106,538	\$109,734
18	\$96,427	\$99,320	\$106,538	\$109,734
19	\$98,467	\$101,421	\$108,573	\$111,830
20	\$98,467	\$101,421	\$108,573	\$111,830
21	\$98,467	\$101,421	\$108,573	\$111,830
22	\$98,467	\$101,421	\$108,573	\$111,830
23	\$104,168	\$107,293	\$118,642	\$122,201
24	\$104,168	\$107,293	\$118,642	\$122,201
25	\$107,216	\$110,432	\$122,139	\$125,803
26	\$110,969	\$114,298	\$126,414	\$130,206

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

Issue No.: 06

BOE Approved Date 4/6/23  
Updated: 1/29/25

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Librarian Salary Schedule Effective July 01, 2023

Range	B (20)	B' (25)	C (30)	C' (35)	D (40)	D' (45)	E (50)	E' (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$64,854	\$66,800	\$66,250	\$68,238	\$67,645	\$69,674	\$69,041	\$71,112
3	\$65,634	\$67,603	\$67,179	\$69,194	\$69,071	\$71,143	\$70,959	\$73,088
4	\$69,910	\$72,007	\$72,820	\$75,005	\$75,228	\$77,485	\$76,187	\$78,467
5	\$71,824	\$73,979	\$76,634	\$78,933	\$80,046	\$82,447	\$85,320	\$87,880
6	\$74,432	\$76,665	\$79,293	\$81,672	\$82,688	\$85,169	\$88,534	\$91,190
7	\$76,363	\$78,654	\$81,231	\$83,668	\$84,614	\$87,152	\$90,945	\$93,673
8			\$83,198	\$85,694	\$87,051	\$89,663	\$93,384	\$96,186
9			\$85,121	\$87,675	\$89,024	\$91,695	\$95,817	\$98,692
10			\$87,825	\$90,460	\$91,748	\$94,500	\$99,123	\$102,097
11					\$99,459	\$102,443	\$110,693	\$114,014
12					\$99,459	\$102,443	\$110,693	\$114,014
13					\$99,459	\$102,443	\$110,693	\$114,014
14					\$99,459	\$102,443	\$110,693	\$114,014
15					\$103,758	\$106,871	\$115,215	\$118,671
16					\$103,758	\$106,871	\$115,215	\$118,671
17					\$103,758	\$106,871	\$115,215	\$118,671
18					\$103,758	\$106,871	\$115,215	\$118,671
19					\$106,070	\$109,252	\$117,522	\$121,048
20					\$106,070	\$109,252	\$117,522	\$121,048
21					\$106,070	\$109,252	\$117,522	\$121,048
22					\$106,070	\$109,252	\$117,522	\$121,048
23					\$111,429	\$114,772	\$127,830	\$131,665
24					\$111,429	\$114,772	\$127,830	\$131,665
25					\$114,881	\$118,327	\$131,794	\$135,748
26					\$118,902	\$122,469	\$136,407	\$140,499

Plus 5.0% increase from 2023-2024 TA effective **July 1, 2023**

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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**Nurses Salary Schedule 012  
Plus 5% Effective 7/1/2023**

Range	B (20)	B (25)	C (30)	C (35)	D (40)	D (45)	E (50)	E (55)
Step	BA & 15 units or less	TLC (+3%)	BA & 30 Units	TLC (+3%)	BA & 45 or MA	TLC (+3%)	BA & 60 include MA	TLC (+3%)
2	\$60,227	\$62,034	\$61,522	\$63,368	\$62,817	\$64,702	\$64,114	\$66,037
3	\$60,950	\$62,779	\$62,384	\$64,256	\$64,142	\$66,066	\$65,896	\$67,873
4	\$64,921	\$66,869	\$67,623	\$69,652	\$69,861	\$71,957	\$70,745	\$72,867
5	\$66,698	\$68,699	\$71,166	\$73,301	\$74,334	\$76,564	\$79,232	\$81,609
6	\$69,121	\$71,195	\$73,635	\$75,844	\$76,788	\$79,092	\$82,217	\$84,684
7	\$70,914	\$73,041	\$75,435	\$77,698	\$78,576	\$80,933	\$84,455	\$86,989
8			\$77,262	\$79,580	\$80,839	\$83,264	\$86,721	\$89,323
9			\$79,047	\$81,418	\$82,671	\$85,151	\$88,979	\$91,648
10			\$81,558	\$84,005	\$85,201	\$87,757	\$92,050	\$94,812
11					\$92,362	\$95,133	\$102,794	\$105,878
12					\$92,362	\$95,133	\$102,794	\$105,878
13					\$92,362	\$95,133	\$102,794	\$105,878
14					\$92,362	\$95,133	\$102,794	\$105,878
15					\$96,355	\$99,246	\$106,995	\$110,205
16					\$96,355	\$99,246	\$106,995	\$110,205
17					\$96,355	\$99,246	\$106,995	\$110,205
18					\$96,355	\$99,246	\$106,995	\$110,205
19					\$98,501	\$101,456	\$109,137	\$112,411
20					\$98,501	\$101,456	\$109,137	\$112,411
21					\$98,501	\$101,456	\$109,137	\$112,411
22					\$98,501	\$101,456	\$109,137	\$112,411
23					\$103,477	\$106,581	\$118,708	\$122,269
24					\$103,477	\$106,581	\$118,708	\$122,269
25					\$106,683	\$109,883	\$122,389	\$126,061
26					\$110,417	\$113,730	\$126,672	\$130,472

*Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.*

Issue No.: 03

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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**Career Technical Education Teachers - District High Schools**

<b>2023-2024 Plus 5% Hourly/Daily/Yearly-186 days Salary Schedule 016</b>				
	<b>Hourly</b>	<b>Daily</b>	<b>Yearly I</b>	<b>Yearly Prime II</b>
Step 1	\$ 45.29	\$ 317.03	\$ 58,968.00	\$ 60,737.00
Step 2	\$ 46.86	\$ 328.02	\$ 61,012.00	\$ 62,842.00
Step 3	\$ 48.24	\$ 337.68	\$ 62,808.00	\$ 64,692.00
Step 4	\$ 50.65	\$ 354.55	\$ 65,946.00	\$ 67,924.00
Step 5	\$ 53.18	\$ 372.26	\$ 69,240.00	\$ 71,317.00
Step 6	\$ 53.18	\$ 372.26	\$ 69,240.00	\$ 71,317.00
Step 7	\$ 53.18	\$ 372.26	\$ 69,240.00	\$ 71,317.00
Step 8	\$ 53.18	\$ 372.26	\$ 69,240.00	\$ 71,317.00
Step 9	\$ 53.18	\$ 372.26	\$ 69,240.00	\$ 71,317.00
Step 10	\$ 54.52	\$ 381.64	\$ 70,985.00	\$ 73,115.00
Step 11	\$ 54.52	\$ 381.64	\$ 70,985.00	\$ 73,115.00
Step 12	\$ 54.52	\$ 381.64	\$ 70,985.00	\$ 73,115.00
Step 13	\$ 54.52	\$ 381.64	\$ 70,985.00	\$ 73,115.00
Step 14	\$ 54.52	\$ 381.64	\$ 70,985.00	\$ 73,115.00
Step 15	\$ 55.88	\$ 391.16	\$ 72,756.00	\$ 74,939.00
Step 16	\$ 57.83	\$ 404.81	\$ 75,295.00	\$ 77,554.00

Issue No. 4

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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**Adult Education**

<b>2023-2024 Plus 5% Hourly/Daily/Yearly - 173 days Salary Schedule 017</b>				
	<b>Hourly</b>	<b>Daily</b>	<b>Yearly I</b>	<b>Yearly Prime II</b>
<b>Step 1</b>	\$ 45.29	\$ 317.03	\$ 54,846.00	\$ 56,491.00
<b>Step 2</b>	\$ 46.86	\$ 328.02	\$ 56,747.00	\$ 58,449.00
<b>Step 3</b>	\$ 48.24	\$ 337.68	\$ 58,419.00	\$ 60,172.00
<b>Step 4</b>	\$ 50.65	\$ 354.55	\$ 61,337.00	\$ 63,177.00
<b>Step 5</b>	\$ 53.18	\$ 372.26	\$ 64,401.00	\$ 66,333.00
<b>Step 6</b>	\$ 53.18	\$ 372.26	\$ 64,401.00	\$ 66,333.00
<b>Step 7</b>	\$ 53.18	\$ 372.26	\$ 64,401.00	\$ 66,333.00
<b>Step 8</b>	\$ 53.18	\$ 372.26	\$ 64,401.00	\$ 66,333.00
<b>Step 9</b>	\$ 53.18	\$ 372.26	\$ 64,401.00	\$ 66,333.00
<b>Step 10</b>	\$ 54.52	\$ 381.64	\$ 66,024.00	\$ 68,005.00
<b>Step 11</b>	\$ 54.52	\$ 381.64	\$ 66,024.00	\$ 68,005.00
<b>Step 12</b>	\$ 54.52	\$ 381.64	\$ 66,024.00	\$ 68,005.00
<b>Step 13</b>	\$ 54.52	\$ 381.64	\$ 66,024.00	\$ 68,005.00
<b>Step 14</b>	\$ 54.52	\$ 381.64	\$ 66,024.00	\$ 68,005.00
<b>Step 15</b>	\$ 55.88	\$ 391.16	\$ 67,671.00	\$ 69,701.00
<b>Step 16</b>	\$ 57.83	\$ 404.81	\$ 70,032.00	\$ 72,133.00

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.  
Once attained, employee has 4 years to complete an additional 40 TLC points to remain on column.

Issue No.: 04

BOE Approved Date: 4/6/23  
Updated: 1/29/25

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APPENDIX B

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DRAFT

**POWAY UNIFIED SCHOOL DISTRICT  
BOARD POLICY**

**Originator:** Assoc. Superintendent, PSS  
**Issue No:** 17  
**Date:** 4/29/10  
**Page:** 1 of 2  
**Reference:**

**ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES**  
**4.2 CERTIFICATED PERSONNEL**

**SECTION 4.212 SALARY SCHEDULE – EXTRA/CO-CURRICULAR SERVICE ASSIGNMENTS**

**High School Department Chairpersons**

Department Chairpersons will be accorded a salary schedule dependent on the number of persons in the department as follows:

Schedule A	Schedule B	Schedule C	Schedule D
11+ F.T.E.	8-10 F.T.E.	5-7 F.T.E.	2-4 F.T.E.

**Middle School - Team Leaders**

All team leaders at middle schools will be placed on Schedule D.

**Elementary School - Head Teachers**

Elementary school head teachers will be placed on Schedule D.

**Extra/Co-Curricular Service Assignments (Non-Athletic)**

*Schedule A*

High School ASB (x 3)  
Middle School ASB  
\*Band Director (x 2)

*Schedule B*

Yearbook Advisor (High School)  
Newspaper Advisor (High School)  
Drama Advisor (High School)  
Forensic Advisor  
Pep Advisor  
\*Assistant Band Director (x 2)  
Academic League Coach  
High School AVID Coordinator  
High School Choral

*Schedule C*

Drill Team  
Academic League Coach  
Dance Team (High School)

*Schedule D*

Middle School Activities  
Assistant Pep Advisor  
Assistant Academic League Coach  
Elementary SIP Coordinator  
Middle School AVID Coordinator

\*\$500 additional stipend for supervision of band in the Fourth of July Parade.

*Schedule E*

Elementary Safety Patrol  
Elementary Student Council Advisor  
Elementary Chorus Advisor (full year)

*Schedule F*

Elementary Grade Level Leader  
Elementary Chorus Advisor (half year)

Issue 16: 10/13/08

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**POWAY UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE PROCEDURE**

**Originator:** Assoc. Superintendent, PSS

**Issue No:** 2

**Date:** 7/29/91

**Page:** 1 of 1

**Reference:**

**ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES**

**4.2 CERTIFICATED PERSONNEL**

**4.212 SALARY SCHEDULE –  
EXTRA-CURRICULAR SERVICE  
ASSIGNMENTS**

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**SECTION 4.212.1 Service Assignment Procedure**

Stipends paid for extra-curricular service assignments shall be prorated over a ten-month period and paid on a monthly basis.

AP 4.212.1

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**POWAY UNIFIED SCHOOL DISTRICT  
BOARD POLICY**

**Originator:** Assoc. Superintendent, PSS

**Issue No:** 12

**Date:** 12/11/06

**Page:** 1 of 2

**Reference:** Title IX, Title V; EC 200, 220

**ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES**

**4.2 CERTIFICATED PERSONNEL**

**SECTION 4.213 SALARY SCHEDULE – EXTRA-CURRICULAR COACHING ASSIGNMENTS**

**High School Coaches Salary Schedule (Per Sport)**

<i>CLASS AAA</i>	<i>CLASS AA</i>	<i>CLASS A</i>	<i>CLASS B</i>	<i>CLASS C</i>
Step 1 - .163	Step 1 - .140	Step 1 - .117	Step 1 - .094	Step 1 - .070
Step 2 - .171	Step 2 - .147	Step 2 - .123	Step 2 - .099	Step 2 - .074
Step 3 - .179	Step 3 - .154	Step 3 - .129	Step 3 - .104	Step 3 - .078
Step 4 - .187	Step 4 - .161	Step 4 - .135	Step 4 - .109	Step 4 - .082
Step 5 - .195	Step 5 - .168	Step 5 - .141	Step 5 - .114	Step 5 - .086
Step 10 - .235	Step 10 - .203	Step 10 - .171	Step 10 - .139	Step 10 - .106

<i>CLASS AAA</i>	<i>CLASS AA</i>	<i>CLASS A**</i>
Head Football Coach	Head Basketball Coach (boys)	Head Track Coach
Athletic Director (per semester)	Head Basketball Coach (girls)	Head Baseball Coach
		Head Gymnastics Coach
		Head Wrestling Coach
		Head Softball Coach

<i>CLASS B*</i>	<i>CLASS C</i>
All other Head Coaches	All Assistant Coaches regardless of sport
Head Swim Coach	

\*If coaching a boys' and a girls' sport simultaneously, move to Class A

\*\*If coaching a boys' and a girls' sport simultaneously, move to Class AA

**Middle School Coaches Salary Schedule (Per year – may be divided into fractional units for specific sports)**

Step 1 - .093
Step 2 - .096
Step 3 - .100
Step 4 - .103
Step 5 - .106
Step 10 - .119

1. In all instances at the high school level, paid experience credit must be specific to the position.
2. Out-of-District paid experience will be credited up to four (4) years for the specific position except at middle schools where credit for general coaching experience will be given.

Issue 11: 5/19/03

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**POWAY UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE PROCEDURE**

**Originator:** Assoc. Superintendent, PSS

**Issue No:** 2

**Date:** 7/29/91

**Page:** 1 of 1

**Reference:**

**ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES**

**4.2 CERTIFICATED PERSONNEL**

**4.213 SALARY SCHEDULE – EXTRA-  
CURRICULAR COACHING  
ASSIGNMENTS**

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**SECTION 4.213.1 Coaching Assignment Procedure**

Stipends paid for extra-curricular coaching assignments will be paid at the completion of each assignment.

AP 4.213.1

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APPENDIX C

DRAFT

**Memorandum of Understanding  
Between  
Poway Federation of Teachers (PFT) and Poway Unified School District (DISTRICT)  
Other Post Retirement Benefits (OPEB) Funding  
& the Establishment of an Irrevocable Trust**

- 1) Beginning in the fiscal year 2018 – 19, the DISTRICT will transfer annually an amount equivalent to 1.0% of PFT salaries, in all funds, to the District's newly established Other Post Retirement Employee Benefits (OPEB) Irrevocable Trust Fund (the OPEB Trust).
- 2) The DISTRICT shall use these funds to pay, from the OPEB Trust, the annual costs associated with all expenditures related to PFT retirees as obligated by contract (see PFT/PUSD Collective Bargaining Agreement Section III, under the heading "Health and Welfare Benefits for Retired Teachers").
- 3) Any changes in the contribution rate to the OPEB Trust will be by mutual agreement between PFT and the DISTRICT.
- 4) The DISTRICT's annual contribution to the OPEB Trust, along with the OPEB Trust beginning balance, expenditures, ending balance, and all other financial activities will be reviewed annually by the PFT President and the PUSD Associate Superintendent of Business Support Services (or their designee).
- 5) The annual review of the Trust will be done after the books are closed for the previous fiscal year, between the months of October and December.
- 6) Any independent GASB actuarial valuation conducted on behalf of the DISTRICT will be reviewed by the PFT President and the PUSD Associate Superintendent of Business Support Services (or their designee) after completion.

For PUSD / DISTRICT



Date: 1/23/19

For PFT



Date: 1/23/19

**Memorandum of Understanding  
 between the Poway Unified School District and the  
 Poway Federation of Teachers  
Preschool Parent/Teacher Conferences**

The Poway Unified School District (PUSD) and the Poway Federation of Teachers (PFT) mutually value the PUSD preschool program as an integral part of our Preschool-12 program. PUSD and PFT jointly agree that parents can best support learning when they are informed about their child's academic and social progress through parent/teacher conferences. Therefore, in a manner similar to our elementary schools, parent/teacher conferences shall be offered to all four-year old preschool families in the fall of each year.

- ✓ Parent/teacher conferences shall be 30 minutes, which includes conference time and prep time.
- ✓ The minimum timeframe required for scheduling parent conferences shall be 30 minutes before the start of the school based workday and shall extend no later than the end of the school based workday.
- ✓ Parent/teacher conferences may be conducted in person or via telephone. If mutually agreed upon by the teacher and parent, a conference is not required to be held if a student is meeting or exceeding standards, and parents have been informed of their child's progress and next best steps for learning.
- ✓ One conference shall be offered per child, unless agreed to by the teacher or specified differently by court order.

I. All Preschool Teachers working in a Part Day, Expanded Part Day, or Full Day Program will be provided with conference time based on the actual number of four-year old students they serve in the following ranges:

- Up to 14 students = 7 hours
- Up to 21 students = 10.5 hours
- Up to 28 students = 14 hours
- Up to 35 students = 17.5 hours
- Up to 42 students = 21 hours

To provide time for these conferences and best serve students academically, each of the above preschool programs may be closed for up to one class session in alignment with the elementary site conference week. Additional allotted time as specified in the above ranges may be provided via sub release if needed.

II. All Preschool Teachers working in a State Funded Program will be provided with 17.5 hours of conference time due to state requirements (must conference with all 3 and 4 year-old students, sharing of DRDP assessments is lengthy).

- Full Day State Funded Programs shall be closed to match the elementary site conference week (1 full day and 3 minimum days **OR** 5 minimum days).
- Half Day State Funded Programs shall be closed for one minimum day to match the elementary site conferences. A 3.5 hour substitute teacher shall be provided to cover classroom instruction for the remaining four days of the week, while the teacher of record engages in parent/teacher conferences. If a class doesn't have 20 students, PUSD/PFT will mutually identify how much conference time is needed and provide substitute time accordingly.

This agreement expires on June 30, 2018 but may be revised and/or renewed by mutual agreement of the parties.

For the Federation:	<u>Kelly Logan</u> Signature	<u>10/4/17</u> Date
For the District:	<u>[Signature]</u> Signature	<u>10/3/17</u> Date

Memorandum of Understanding  
 Between  
 Poway Federation of Teachers (PFT) and Poway Unified School District (PUSD)  
**Parent/Teacher Conferences and Site Scheduled Professional Growth Day**  
 2026-2027 School Year

Elementary School

Parent/Teacher conferences shall be offered and held at the elementary level during the following window: Monday, November 16 – Friday, November 20 for all students. Monday, November 16th shall be a full non-student day dedicated to Parent/Teacher Conferences. During the remainder of the week, elementary sites will have three minimum days for the purpose of Parent/Teacher Conferences. Additionally, each elementary school will have two minimum professional growth days to be scheduled by the site some time during the school year. Guidelines for conferences at the elementary level are as follows:

- The minimum timeframe required for scheduling parent conferences shall be 30 minutes before the start of the school-based workday (Section VII Teacher Contract) and shall extend no later than the end of the school-based workday.
- Parent/teacher conferences may be conducted in person, via telephone, or by video conference. If mutually agreed upon by the teacher and parent, a conference is not required to be held if a recent IEP meeting has been held, or the student is meeting or exceeding standards, and parents have been informed of their child’s progress and next best steps for learning.
- One conference shall be offered per child, unless specified by court order.

Middle Schools

Parent/Teacher conferences shall be offered and held at the middle school for students not performing at proficient levels or below abilities, as determined by the teacher based upon objective data and student work.

- Due to varying grading periods at middle schools, sites may, by consensus, select the week Parent/Teacher Conferences shall be held. The selected week shall be comprised of five minimum student days, with non-student time dedicated to Parent/Teacher Conferences.
- Middle Schools will have a full Professional Growth Day scheduled on November 16, 2026 to align with the full non-student day at the elementary level.

High Schools

High Schools will have a full Professional Growth Day scheduled on November 16, 2026, to align with Parent/Teacher conferences at elementary, and the full Professional Growth Day at Middle School.

PUSD and PFT commit to gather feedback from teachers, as well as collect data on the impact that this scheduling has on Average Daily Attendance (ADA) and PSEA Professional Growth. The parties further commit to analyze any impacts that this change has for Parent/Teacher Conferences and Professional Growth.

This agreement will expire on June 30, 2027, but may be renewed by signed approval of both parties.

For the Federation

Signature CP Hyle

Date 2/3/2026

For the District

Signature [Signature]

Date 2/3/26

DRAFT

Memorandum of Understanding  
Between  
Poway Federation of Teachers And  
Poway Unified School District

**Elementary VAPA Vision and Teacher Collaboration Program**

(Effective July 1, 2025)

PFT and PUSD mutually value the impact of job-embedded collaboration and ongoing professional learning opportunities. Effective July 1, 2024, PFT and PUSD mutually agreed to implement an elementary teacher collaboration program in conjunction with the District's elementary Visual and Performing Arts (VAPA) Program, to begin in the 2024-2025 school year.

**Concept:** An elementary VAPA Vision program provides students with a District-wide common learning experience and broad based learning opportunities in visual and performing arts.

**Commitment:** PFT will continue to commit \$1 million in ongoing funds, allocated by PUSD, as stipulated in PFT & PUSD's 2015-16 Tentative Settlement Agreement. These funds will be applied to the cost of the total number of teachers needed to provide approximately 1.75 hours of collaboration/professional learning time for TK-5 grade level teacher teams and Special Day Class teachers. This time shall occur approximately every 13 days (about 14 times per year), on the same day when possible, in conjunction with the District's elementary VAPA Vision program.

Full time Resource Education Specialist teachers and Elementary Speech and Language Pathologists will be provided collaboration time via sub release and/or will be paid at the negotiated teacher hourly rate for collaboration with colleagues outside the workday. The number of collaboration hours is dependent upon the annual number of VAPA Vision Days.. See Appendix A for details.

**Time:** The elementary VAPA Vision program and associated instructional lessons delivered by multiple subject credentialed teachers will provide approximately one hour and 45 minutes of collaboration/professional learning time for general education teachers in grades TK through 5 approximately every 13 days (about 14 times each school year). For the 2025-26 school year, 12 sessions shall be provided.

**Structure:** Elementary schools will be assigned the appropriate number of elementary VAPA Vision program teachers, based on the number of classes at the school, to release general education teachers by common grade level for collaboration/professional learning during the block of time that their students receive VAPA Vision instruction.

This agreement becomes effective July 1, 2025. The collaboration time referenced in this MOU has been jointly funded as described above and may only be changed or suspended if mutually agreed upon by both parties. If suspended or eliminated by mutual agreement, the PFT's one-million-dollar on-going commitment will be included in the share of resources available to PFT in the next IBPS negotiations.

For PUSD

*Shelly Peterson*  
Associate Superintendent  
Learning Support Services

Date: 6-26-25

For PFT

*Kelly Powell*  
President  
Poway Federation of Teachers

Date: June 25, 2025



Appendix A

Full time Resource Education Specialists teachers and Elementary Speech and Language Pathologists (SLPs) will be provided collaboration time via sub release and/or will be paid at the negotiated teacher hourly rate, for up to a total of 13 hours of collaboration time for the 2025-2026 school year. The number of collaboration hours is dependent upon the annual number of VAPA Vision Days. For example, 14 days = 15 hours of collaboration time, 13 days = 14 hours of collaboration, 17 days = 18 hours of collaboration time, 12 days = 13 hours of collaboration time. Participation in this collaboration time is voluntary and collaboration topics are teacher driven.

Options for Collaboration

1. If the schedule for providing student services permits, the Resource Education Specialist teacher and Elementary Speech and Language Pathologist will participate in the site VAPA Vision schedule to collaborate with colleagues of their choice.

OR

2. Full time Resource Education Specialist teachers and Elementary Speech and Language Pathologists may engage in up to 13 hours of collaboration time. (Part time teachers receive the hours commensurate with their contracted percentage). The hours (up to 13) may be taken in the following ways:

•One full and one half sub days (7 plus 3.5 hours of admin release) for collaboration with colleagues (Tuesday, Wednesday, Thursday) and up to 2.5 hours on a timesheet paid at the currently negotiated hourly rate = up to 13 hours total collaboration time.

•One sub day (7 hours of admin release) for collaboration with colleagues and up to 6 hours on a timesheet paid at the currently negotiated hourly rate = up to 13 hours total collaboration time.

•13 hours on a timesheet paid at the currently negotiated hourly rate to collaborate with colleagues.



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Preschool Teacher Compensation

Preschool teachers will be paid at the regular negotiated preschool hourly rate.

- Preschool teachers will be compensated for a total of one-half hour per day to cover before school opening (15 minutes) and after school closing (15 minutes) responsibilities.
- Preschool teachers will be compensated for preparation time at the rate of 24 minutes paid for each three-hour session of student instruction. ("Child care" component of the Full Day Program does not include prep time. See Program Example #4 on Attachment 1)
- Preschool teachers will be compensated for required hours outside of their paid workday, including staff meetings, in-services, I.E.P. meetings, service on District committees, evening meetings for all parents, and necessary school year preparation and closing duties.
- Preschool teachers will be compensated for the processing of State or Federally required assessments, as needed, up to 5 hours per test administration per class.

Preschool teachers will have a fixed monthly salary process, using time sheets on an exceptional basis.

(Please see Attachment 1 for Program Examples and Assessment Example.)

Health and Welfare Benefits

Health and Welfare Benefits will be provided consistent with the terms of the Collective Bargaining Agreement. Based on Program Example #1 (see Attachment 1), a preschool teacher will receive the basic insurance package (medical, vision, dental, life).

Teachers teaching less than half-time have no District contribution to the basic insurance package.

Layoff and Transfer

All general education preschool teachers serve on temporary contracts. In the event that there is a reduction in force in the general education preschool program, the District and the Federation will meet and confer regarding the criteria, including seniority, to be used for layoff. Seniority shall be defined as years of preschool teacher experience in the district.

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When openings occur within the general education preschool program, interested preschool teachers will be considered for the opening based on teacher performance evaluations, seniority in the district, and any specialized needs required by the program. Preschool teachers interested in transferring should put in a written request for transfer at their end of year evaluation conference.

Dated 09/16/11

Poway Federation of Teachers

By CMS *Kelly Logan*

Title President *PFT Director*

Dated 9/16/11

Poway Unified School District

By *Jacey Hogan*

Title Executive Director

*Kathlyn M Roberts*  
*Director*  
*Early Child & Hood Development*  
*9/16/11*

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**Preschool MOU, Attachment 1****Program Examples:**\*Program Example #1: **Five** 3 hour class periods per week

	Monday	Tuesday	Wednesday	Thursday	Friday
a.m. class	X	X	X	X	X

3 hours student instruction x 5 days per week = 15 hours  
 15 min. before and 15 min. after x 5 days per week = 2.5 hours  
 5 three-hour sessions x 24 minutes prep time = 2 hours (120 minutes)  
 Total Weekly Compensation 19.5 hours

\* Program Example #2: **Seven** 3 hour class periods per week

	Monday	Tuesday	Wednesday	Thursday	Friday
a.m. class	X	X	X	X	X
p.m. class		X		X	

3 hours student instruction x 5 days per week = 15 hours  
 3 hours student instruction x 2 days per week = 6 hours  
 15 min. before and 15 min. after x 5 days per week = 2.5 hours  
 7 three-hour sessions x 24 minutes prep time = 2.8 hours (168 minutes)  
 Total Weekly Compensation 26.3 hours

\* Program Example #3: **Ten** 3 hour class periods per week

	Monday	Tuesday	Wednesday	Thursday	Friday
a.m. class	X	X	X	X	X
p.m. class	X	X	X	X	X

3 hours student instruction x 5 days per week = 15 hours  
 3 hours student instruction x 5 days per week = 15 hours  
 15 min. before and 15 min. after x 5 days per week = 2.5 hours  
 10 three-hour sessions x 24 minutes prep time = 4 hours (240 minutes)  
 Total Weekly Compensation 36.5 hours

\* Program Example #4: Full Day Program

	Monday	Tuesday	Wednesday	Thursday	Friday
a.m. class	X	X	X	X	X

3 hours student instruction x 5 days per week = 15 hours  
 15.5 hours child care per week (child care hours may vary) = 15.5 hours  
 15 min. before and 15 min. after x 5 days per week = 2.5 hours  
 5 three-hour sessions x 24 minutes prep time = 2 hours (120 minutes)  
 Total Weekly Compensation 35 hours

**Assessment Example:**

A Head Start class administers DRDPs in fall, winter, and spring. A Preschool Teacher could log up to 5 hours in fall, 5 hours in winter, and 5 hours in spring for each preschool class taught. If the teacher administers the test for two preschool classes/groups of students, up to 30 hours total could be claimed per year, as needed.

Memorandum of Understanding  
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 Poway Federation of Teachers  
 And  
 Poway Unified School District  
 Salary Placement for Retirees

The parties mutually agree that retirees, who are brought back for the purpose of classroom instruction, will be placed on the current salary schedule at the step they were on when they retired. The parties also agree that it is the responsibility of the retiree to monitor the STRS cap, and that PUSD is in no way responsible for making sure the retiree does not exceed the STRS cap. The retiree will sign a written agreement to this effect.

If, or when, the teaching assignment offered creates the potential to exceed the STRS cap, the retiree may accept salary placement at a step lesser than when he/she retired. This exception must be mutually agreed upon and initiated by the retiree.

This agreement will be revisited only when necessary and will remain in effect until such time.

For the Federation	<u><i>Cindy Song</i></u>	Date <u><i>09.25.2015</i></u>
For the District	<u><i>Tracy Hagan</i></u>	Date <u><i>9.25.2015</i></u>

**Memorandum of Understanding between Poway Federation of Teachers  
and Poway Unified School District**

**Elementary Site Professional Learning Leaders (PLLs)**

It is the belief of our District and Federation that collaboration and shared decision-making are models that create trust and shared responsibility, and enable risk-taking and innovation to help meet the needs of our changing world. Implementation of elementary site Professional Learning Leaders (PLLs) will focus on the continuous improvement of teaching and learning and the quality of instruction at every elementary site. PLLs support and build the capacity of each school to function as a learning community in which professional learning is job-embedded and is supported with sufficient time and resources.

**JOB DESCRIPTION:**

Working in collaboration with site principal:

- Work with site leadership and colleagues to foster a collaborative culture
- Support site and district initiatives to guide professional learning
- Work with colleagues to participate in the decisions that impact the success of the school and students as a whole
- Participate in training to support leadership skills (may include, but not limited to): decision-making models, trust, teamwork, communication, efficacy of meetings, adult learning, content development, accountability and results

**RESPONSIBILITIES:**

- Serve as a leader on campus in the spirit of continuous improvement at the site, *"I am part of the site team because I am passionate about my site, and I want to continue to support ongoing learning at our school to ensure the school continues to be an exceptional learning organization!"*
- Plan and facilitate professional learning at the site and/or district professional growth days
- Help manage regular logistics of professional learning meetings, to include meeting agendas and minutes to clarify and document all group decisions and agreements
- Attend site and district leadership meetings

**SKILLS AND CHARACTERISTICS:**

- Model leadership for other members of the school community by displaying good judgment, professional behavior, and mutual respect for all
- Demonstrate good communication skills – impartial listener, trouble-shooter, visionary
- Ability to look at issues through "school-wide lens," not just grade or subject level
- Ability to be flexible and adaptive

**SITE PLLs:**

- Based on the number of FTEs (Full Time Equivalent) at the site, a minimum of two (2) and maximum of four (4) PLLs/site. FTEs/site:
  - Small schools up to 24 FTE (2 PLL), medium schools 25-33 FTE ( up to 3 PLL) , large schools 34+FTE (up to 4 PLL)

**IDENTIFICATION PROCESS and TERM:**

- PFT and LSS to provide a prescribed process to inform all teachers of the opportunity
- Based on annual feedback from teachers, existing PLL's and administrators, PFT and LSS will jointly identify the focus of the PLL work for the coming school year.
- Teachers articulate an interest in the PLL position to their principal
- Using an existing site collegial committee and/or structure (PLC, SET...), including the site PFT Rep and principal, the committee will determine the selection process of site PLLs
- If the principal determines an applicant is not eligible to serve, written feedback is required for non-selection/eligibility
- In the event there are no volunteers, the principal may recruit and with the approval of the site's collegial committee appoint (this is a voluntary position)
- PLLs serve a flexible 1-3 year term, may reapply, and there no term limits

**COMPENSATION:**

- PLLs compensated on Leadership Salary Schedule II (approximately five additional days @ per diem)
  - Leadership Salary Schedules are based on additional days (not exact hours) and level of responsibility
  - Responsibility extends beyond the site's grade-level needs to supporting the ongoing improvement of teaching and learning and quality of instruction at the site
  - Responsibility includes helping to build, lead, and facilitate the site's professional learning, which cannot be determined by minutes or days but rather ongoing initiative and effort

**IMPLEMENTATION and REVIEW:** PFT and PUSD Teaching and Learning Steering Committee members agree to annually:

- Evaluate the district's expectations for the PLL's workload and time commitment expectations outside the workday/year to determine the appropriateness of Leadership Salary Schedule II compensation
- Meet and evaluate the effectiveness and sustainability of elementary site Professional Learning Leaders
- Identify the role and responsibility of PLL

 5/21/16  
 Poway Federation of Teachers Date

 5/21/16  
 Poway Unified School District Date

**Memorandum Of Understanding  
between the  
Poway Unified School District  
and the  
Poway Federation Of Teachers**

**ROP Agricultural Education Teacher**

1. This agreement sets forth the annual employment provisions for the ROP Agricultural Education teacher.
2. Additional non-contract days of teacher service not to exceed 26 additional days will be paid at the per diem rate for the teacher.
3. Service for these days is to be recorded on a timesheet as one-half or one full day.
4. ROP stipend will be paid for ROP classes.
5. Teacher will be placed on Schedule C of the Extra-Curricular Service Assignment Salary Schedule for providing support for student FFA activities and events.
6. Teacher will be compensated for any overnight stays required for duties for the San Diego County Fair at the contracted overnight rate.
7. Teacher will have use of District vehicles per standard procedures for required school and FAA related transportation and student activities.

For the Federation

Condon M. Fry  
Signature

09-21-07  
Date

For the District

William O. ...  
Signature

9/21/2007  
Date

Memorandum of Understanding  
Between the  
Poway Federation of Teachers  
And the  
Poway Unified School District

**Incentives for Teachers to Obtain Career Technical Education (CTE)  
Designated Subjects Teaching Credential and Complete Project Lead the Way  
(PLTW) Training**

**Designated Subjects Credential**

1. Ensuring that teachers of Career Technical Education (CTE) programs hold a Designated Subject Teaching Credential is one of the CTE quality program indicators adopted by the District and identified by the California Department of Education in its 11 elements of a High Quality Career Technical Education Program. Holding a CTE Designated Subject credential is a requirement for many of the funding sources the District uses to support its CTE offerings, including the Carl D. Perkins Career and Technical Education Act and the Career Technical Education Incentive Grant.
2. The Federation and the District recognize the need to increase the number of candidates who are qualified to teach Career Technical Education courses in various pathways, primarily in our District middle and high schools. Therefore, the Federation and the District have an interest in providing incentives to teachers who currently hold a California teaching credential to obtain a CTE Designated Subjects Credential in addition.
3. The District has been awarded a CTE Incentive Grant intended to improve and enhance its CTE programs. It is expected that these grants will provide funding through June 30, 2028. Incentivizing teachers to add credentials is an allowable use of the funds and one of the proposed expenses the District has included in its grant application.
4. The Career Technical Education Incentive Grant provides up to \$64,000 in incentives for teachers to add a CTE Designated Subjects Teaching credential to their current California teaching credential through June 30, 2028.
5. The funds will be available on a first come, first served basis until the grant funding is depleted. Currently, the amount budgeted for this incentive is \$32,000, which will provide for up to ten teachers to pursue a Designated Subjects Credential over the next two years.
6. Qualified candidates will receive a stipend of \$3,200 to be paid upon proof of obtaining a clear Career Technical Education Designated Subjects Credential. The stipend amount is intended to compensate teachers for the expenses associated with the coursework, textbooks required to clear the credential, the application fees associated with the preliminary and clear credentials, and the time teachers spend to complete the coursework.
7. Candidates must register for and complete on non-District paid time the courses required to clear the credential. The coursework must be provided by a California Commission for

Teacher Credentialing (CCTC) approved local education agency (LEA) for CTE Designated Subjects Teaching Credentials.

8. The teacher must apply for the preliminary CTE Designated Subjects Credential no later than June 30, 2027, and must complete the required course work and clear the credential no later than June 30, 2029.
9. In order to be eligible to receive the incentive, teachers must meet the following qualifications:
  - a. Be a probationary or permanent employee of the Poway Unified School District with satisfactory performance evaluations;
  - b. Possess a current California teaching credential;
  - c. Hold CLAD, BCLAD, or equivalent certification; and
  - d. Receive commitment from their site principal and the District CTE Executive Director that there is a need for the CTE course and that the teacher will be scheduled to teach at least one (1) CTE course within the first three years of obtaining the credential.
10. Participating teachers may be assigned to teach additional CTE courses at the discretion of the District.
11. Participating teachers will be asked to sign a Letter of Commitment stating that they agree to:
  - a. Teach at least one CTE course in the first three years and additional courses at the discretion of the District;
  - b. Maintain the CTE credential as active for at least ten (10) years; and
  - c. Repay the District the stipend amount if the first two conditions are not met.

#### **Project Lead the Way Training**

1. Project Lead the Way (PLTW) provides engaging curricular pathways for students to gain hands-on experience in the fields of science, technology, engineering and math (STEM).
2. PUSD and PFT have a mutual interest in promoting and enhancing STEM education across the District. To this end, both PUSD and PFT feel it is important to incentivize interested teachers to pursue PLTW training, which immerses teachers in the curriculum, projects, resource materials, and instructional strategies of PLTW. Teacher training occurs during the summer, with teachers completing an 80 hour training held over a two week period.
3. To encourage PUSD teachers to become PLTW trained, participants will receive a stipend of \$2,500 for full completion of the 80 hour, two week training session. For those completing a shorter PLTW training experience (such as elementary school training sessions), the stipend will be prorated to \$250 per day.

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The term of this agreement is for the 2026-2027 and 2027-2028 school years, but may be renewed by signed approval of both parties.

It is the intent of the PFT and the PUSD to include pertinent language from this MOU in the next PFT/PUSD collective bargaining agreement.

For PUSD

  
\_\_\_\_\_

Date: 3/12/2026

For PFT

  
\_\_\_\_\_

Date: 3/12/2026

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DRAFT

**Memorandum of Understanding  
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and the  
Poway Federation of Teachers**

**EARLY RETIREMENT  
WITH REDUCED WORKLOAD PROGRAM**

Unit members may, in accordance with Education Code Section 44922 and 22713 and this Memorandum of Understanding, reduce their workload to no less than half time and receive the same credit toward retirement under the State Teachers Retirement System (STRS) that the unit member would receive if they were employed on a full-time basis.

**Eligibility**

To participate in this program, the unit member must meet all the following requirements:

- Member is 55 or older prior to the start of the school term of the first school year in which the member's workload is reduced.
- Member has at least 10 years of service credit prior to the start of the school term of the first year in which the member's workload is reduced.
- Member has been employed in a full-time position to perform creditable service under the Defined Benefit program each year of the five school years immediately preceding the first year in which the member's workload is reduced, without having a break in service.

**Conditions of Participation**

The unit member initiates participation in the Reduced Workload Program by a written application submitted by March 30, to the Associate Superintendent of Personnel Support Services with a copy to the site/program administrator. The unit member and the District shall enter into a reduced workload contract for services for a period not more than ten (10) years. The contract shall include:

1. The unit member's assignment which may be either a minimum 50% assignment for a full year or a full-time assignment for a minimum of half a year. Non-student workdays, including state-funded staff development days, will be part of the participating unit member's assignment and will require full-day attendance.
2. The annual rate of compensation to be paid for the first year of the assignment.
3. The total retirement contribution paid by the unit member and by the District.
4. Sick Leave accrued while under the terms of this contract.
5. The projected retirement date for the unit member.

**Approval and Revocation**

1. The District must approve all contracts.
2. The unit member or the District may terminate their contract for the subsequent year with the District prior to March 30 of any school year.
3. The contract may be revoked at any time by mutual consent of the unit member and the District.

- 4. Failure to terminate or revoke the contract by March 30 will cause the contract to continue for the subsequent year under the same terms and conditions, for a total period not to exceed ten years.

**Compensation**

- 1. Salary shall be proportionate to the time served, but that time shall not be less than one-half of an annual assignment.
- 2. Both the District and the participating unit member shall maintain contributions to the State Teachers Retirement System as if the member were a full-time employee.
- 3. Participating unit members will retain all other rights and benefits for which the member would be eligible if the member remained in full-time employment.

This provision shall remain in effect for the 2024-2025 and 2025-2026 school years and shall expire June 30, 2026.

For the Federation

Phy  
Signature

1/10/2025  
Date

For the District

J. J. J.  
Signature

1/14/2025  
Date

