

Tentative Agreement
Between the
Poway Unified School District and Poway Federation of Teachers
2022-2023 & 2023-24

The Poway Federation of Teachers (PFT) and the Poway Unified School District (PUSD) have tentatively agreed to the following:

1. Effective July 1, 2023, on Certificated Teacher Salary Schedules I-IV (including the Librarian & Resource Nurse Salary Schedules), Step 2 shall be increased by 3.5% and Step 3 shall be increased by 2%. A Step 26 shall be added, which will be 3.5% higher than Step 25.
2. Effective July 1, 2023, on the CTE/Adult Ed/ROP Salary Schedule, Step 1 shall be increased by 3.5% and Step 2 shall be increased by 2%. A Step 16 shall be added, which will be 3.5% higher than Step 15.
3. Effective July 1, 2023, on the Preschool Teacher Salary Schedule, Step 1 shall be increased by 3%, Step 2 shall be increased by 1.5%, and Step 3 shall be increased by 1%. A Step 26 shall be added, which will be 3.5% higher than Step 25.
4. Effective July 1, 2023, on the Speech & Language Pathologist Salary Schedule, Step 1 shall be increased by 3.5%, Step 2 shall be increased by 1%, and Step 3 shall be increased by 1%. A Step 26 shall be added, which will be 3.5% higher than Step 25.
5. A 5% ongoing salary increase, effective July 1, 2023, shall be applied to all PFT salary schedules including Adult Ed, ROP, CTE, Preschool, Librarian, Resource Nurse, and Speech Language Pathologist salary schedules.
6. Effective July 1, 2023, the bargaining Agreement between PUSD and PFT, *Section XI, Wages, Initial Placement for Teachers New to the District*, shall be modified so that the maximum entry level for newly hired unit members will be no higher than Step 11 of the appropriate column for which their training (units/degrees) qualifies them. This applies to Resource Nurses, Librarians, and Speech & Language Pathologists in addition to teachers.
7. Effective July 1, 2023, the intern teacher step, Step 1 of Salary Schedules I-IV, shall be eliminated. Initial placement for intern credential teachers shall be the same as all other teachers newly hired to the district based on years of experience as outlined in the bargaining Agreement between PUSD and PFT, *Section XI, Wages, Initial Placement for Teachers New to the District*, and as modified in item 6 above.

Current employees, who were initially placed on Step 1 as interns in 2017-18 or later, shall receive the differential between the salary they earned, and the salary they would have earned if they had been placed on the salary schedule in the same manner as other teachers new to the District based on years of experience as outlined in the bargaining Agreement between PUSD and PFT, *Section XI, Wages, Initial Placement for Teachers New to the District*. This differential pay applies only to the years the eligible employees served in intern status in 2017-18 or later.

8. Health & Welfare: Maintenance of out-of-pocket expenses for dependent coverage for calendar year 2023. The parties agree to continue to use the base District contribution calculation outlined in the bargaining Agreement between PUSD and PFT, *Section III, Health and Welfare Benefits*. Additionally, the parties agree to jointly explore different Health and Welfare models.
9. *Section V, Transfer Policy*, of the bargaining Agreement between PUSD and PFT, shall be revised as reflected in Attachment #1.
10. Effective July 1, 2023, the bargaining Agreement between PUSD and PFT, *Section XI, Wages, Daily Rate Base*, "Sixth-grade camp (\$25 per overnight stay)," shall be modified to read Sixth-grade camp (compensation equivalent to twice the B2 hourly rate per overnight stay).
11. Effective July 1, 2023, the bargaining Agreement between PUSD and PFT, *Section VIII – Hours of Employment, High School Supervision*, shall be modified so that teachers performing those duties defined as "paid" per this section shall be paid at the rate equivalent to one hour at the B2 rate.
12. This agreement concludes negotiations for the 2022-23 school year and extends the current three-year contract by three years, thereby extending its expiration date to June 30, 2026.
13. The parties agree to meet and determine whether other bargaining priorities will be negotiated by the Interest Based Problem Solving (IBPS) team for the 2023-24 school year if the final 2023-24 State Budget results in increased revenues to the District.
14. The parties commit to continue to use the IBPS process as outlined in the bargaining Agreement between PUSD and PFT, *Section II, Duration of Agreement*.

For the Federation


Kelly Logan, PFT President

3/14/2023
Date

For the District


James Jimenez, Associate Superintendent
Personnel Support Services

3/14/2023
Date

SECTION V - TRANSFER POLICY

1
2
3 It shall be the intent of the Board of Education to provide qualified members of the
4 bargaining unit an opportunity to be considered for transfer. The welfare of students
5 and, secondly, that of teachers will be the preeminent factor in all transfers.

6
7 A voluntary transfer is defined as an employee-initiated change of work location which
8 has been approved by the District.

9
10 **Voluntary Transfer Process During The Current School Year**

- 11
12 1. On or before May 1, the District will post all new or vacant positions for the
13 succeeding year at each school site. Any specific skills or teaching requirements for
14 specific positions and the deadline for applying for the position will be included on
15 the posting. Copies shall be sent to the Federation and to the Federation's
16 representative at each school site.
17
18 2. On or before ten (10) days before the end of school, the District will make a final
19 posting of all new or vacant positions for the succeeding year. Any specific skills or
20 teaching requirements for specific positions and the deadline for applying for the
21 position will be included on the posting. Copies shall be sent to the Federation and
22 to the Federation's representative at each school site.
23
24 3. Teachers may request a transfer to any of the posted openings within ten (10) days
25 of the posting by contacting Personnel Support Services and filing a Request for
26 Transfer form.
27
28 4. Any teacher requesting a transfer to a posted opening will be given the opportunity
29 to interview for that opening. Outside applicants will be selected for positions only
30 after all District employees requesting transfers have had an opportunity to interview
31 for the position.
32

33 **Voluntary Transfer Process During the Summer Break**

- 34
35 1. After the last day of the school year and up to ten (10) calendar days before the first
36 work day of the succeeding year, teachers may request a transfer to any school in
37 the district by filing a Request for Transfer form. Teachers must specify their choice
38 of schools on the form and may amend their choices of schools over the summer by
39 notifying Personnel Support Services.
40
41 2. After the last day of the school year, the District shall develop a list of all teachers
42 requesting a transfer and the schools for which they wish to be considered. The
43 District shall update that list on an on-going basis. Copies will be made available to
44 the Federation upon request.
45
46 3. Teachers will be responsible for including a summer address and phone number
47 where they can be reached during the break.
48

- 1 4. Should any new or vacant position at a school for the succeeding school year occur
2 after the last day of the current school year, the principal shall request from the
3 District all teachers on the transfer list that requested a transfer to that school. Any
4 teacher requesting a transfer to that school will be given the opportunity to interview
5 for that opening by being contacted by mail or phone. Outside applicants will be
6 selected for positions only after all District employees requesting transfers have had
7 an opportunity to interview for the position.
8
- 9 5. There will be no transfers after the first work day of the new school year.

10 11 **Transfer Process For the Second Semester**

- 12
13 1. The District will post any new or vacant positions for second semester during the first
14 week following the winter break. Any specific skills or teaching requirements for
15 specific positions and the deadline for applying for the position will be included on
16 the posting. Copies shall be sent to the Federation and to the Federation's
17 representative at each school site.
18
- 19 2. Teachers may request a transfer to any of the posted openings within five (5) days
20 of the posting by contacting Personnel Support Services and filing a Request for
21 Transfer form.
22
- 23 3. Any teacher requesting a transfer to a posted opening will be given the opportunity
24 to interview for that opening. Outside applicants will be selected for positions only
25 after all District employees requesting transfers have had an opportunity to interview
26 for the position.
27

28 **General Procedures for Voluntary Transfer**

- 29
30 1. If a teacher is not accepted for a transfer, the teacher may, in writing, request the
31 reason for the decision. The teacher shall indicate whether or not he/she wants the
32 reasons stated in writing, in a personal conference or in a personal conference with
33 a representative present. The District's representative shall have the option to
34 respond in writing rather than a personal conference. The response will identify the
35 criteria upon which the selection was denied.
36
- 37 2. The filing of a request for transfer is without prejudice to the unit member and shall
38 not jeopardize the current assignment. Requests for a transfer need not carry the
39 recommendation of the current principal. Request Form P-89 shall be submitted
40 directly to the Personnel Office, following written notification to the current principal.
41
- 42 3. Selection for transfer shall include, but be not limited to, the following criteria:
43
44 (a) A California teaching credential authorizing service in the assignment requested
45 for transfer.
46
47 (b) Teaching experience.
48

- 1 (c) Related course work, including major or minor.
- 2
- 3 (d) Current performance evaluations.
- 4
- 5 (e) Special job-related skills or talents.
- 6
- 7 (f) No Child Left Behind compliance as "highly qualified."
- 8
- 9 (g) District-wide Seniority: Districtwide seniority is defined as the total number of
- 10 years in paid status in the District. Districtwide seniority shall be applied to
- 11 resolve transfer decisions when two or more teachers are rated equally.
- 12

13 **INVOLUNTARY TRANSFER**

14 Involuntary Transfer is defined as a District initiated request for reduction of staff at any
15 work location generally caused by a decrease in student enrollment.

- 16
- 17
- 18 1. Qualified volunteers will be given the opportunity to be considered for transfer first.
- 19
- 20 2. Notifications of involuntary transfer shall take place as far in advance as possible.
- 21
- 22 3. Involuntary transfer shall be consistent with District needs.
- 23

24 **REASSIGNMENT**

25

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

- 27
- 28 1. In all reassignment cases, the teacher involved will be afforded the opportunity to
- 29 discuss the matter with the District prior to the finalization of the decision.
- 30
- 31 2. Notification shall take place as far in advance as possible.
- 32
- 33 3. Decisions regarding reassignment shall not be punitive, arbitrary or capricious.
- 34
- 35 4. Reassignment shall be consistent with District needs.
- 36
- 37 5. The final responsibility for reassignment is that of the Superintendent.
- 38

39 **REASSIGNED AND INVOLUNTARILY TRANSFERRED TEACHERS**

- 40
- 41 1. In order to assist teachers who have been reassigned or involuntarily transferred in
- 42 the process of packing and moving classroom materials and preparing a new
- 43 classroom, the parties agree to the following:
- 44
- 45 (a) The teacher may have two paid workdays to move, paid at the non-contract day
- 46 rate.
- 47
- 48 (b) Teachers must submit a time sheet to receive the stipend.

- 1 (c) The District and school site administration will coordinate with the teacher to
- 2 facilitate the process of moving.
- 3
- 4 2. This agreement is not intended for teachers in positions classified as "itinerant."
- 5

PFT Proposed Contract Language for Ratification

SECTION V - TRANSFER POLICY

1
2
3 It shall be the intent of the Board of Education to provide qualified permanent and
4 probationary members of the bargaining unit an opportunity to be considered for transfer.
5 The welfare of students and, secondly, that of teachers will be the preeminent factor in all
6 transfers.

7 8 INVOLUNTARY TRANSFER PROCESS

9
10 An involuntary transfer is defined as a District initiated request for reduction of staff at any
11 work location, generally caused by a decrease in student enrollment.

12
13 Notifications of involuntary transfer shall take place as far in advance as possible and
14 shall be consistent with District needs.

15
16 District seniority is defined as the total number of years in probationary or permanent
17 status in the District.

18
19 Priority placement is defined as the teacher being provided priority for a vacant position
20 at another site within their credential area.

21 22 **STEP I**

23 Involuntary Transfer: Decrease in Student Enrollment

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

28 29 **STEP II**

30 Involuntary Transfer: Return from Leave

31 This section applies to:

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

35
36 These teachers shall be returned to their previous school site upon their return from leave.
37 If their return causes overstaffing at the site, the teacher returning from leave will be given
38 priority placement for all positions posted on the transfer list within their credential area.

39 40 Involuntary Transfer: Dissolution of a Shared Contract

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

PFT Proposed Contract Language for Ratification

1 If multiple teachers with priority placement rights (within STEP I or II above) request the
2 same vacant position, the placement decision will be based on District seniority.
3 Prior to finalization of transfer decisions, the Joint Staffing Team, composed of
4 representatives from Personnel Support Services (PSS), Learning Support Services
5 (LSS), and the Poway Federation of Teachers (PFT), will review and authorize the
6 approval or denial of related transfers. In all cases where the Joint Staffing Team is unable
7 to reach consensus, the final responsibility for the decision is that of the Associate
8 Superintendent, PSS.

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

13 **VOLUNTARY TRANSFER PROCESS**

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

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

42
43 There will be no transfers after the first work day of the new school year.
44
45
46

PFT Proposed Contract Language for Ratification

GENERAL PROCEDURES FOR VOLUNTARY TRANSFER

- 1
- 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 respond
- 7 in writing rather than a personal conference. The response will identify the criteria
- 8 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 not
- 11 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 requested
- 17 for transfer.
- 18
- 19 (b) Teaching experience.
- 20
- 21 (c) Related course work, including major or minor.
- 22
- 23 (d) Current performance evaluations.
- 24
- 25 (e) Special job-related skills or talents.
- 26
- 27 (f) District Seniority: District seniority is defined as the total number of years in
- 28 probationary or permanent status in the District. District seniority shall be applied
- 29 to resolve transfer decisions when two or more teachers are rated equally.
- 30

REASSIGNMENT

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

- 32
- 33
- 34
- 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

PFT Proposed Contract Language for Ratification

COMPENSATION FOR REASSIGNED AND INVOLUNTARILY TRANSFERRED TEACHERS

1
2
3
4 1. In order to assist teachers who have been reassigned or involuntarily transferred in
5 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 the
9 certificated teacher salary schedule I B2 daily rate.

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

11
12 (b) The District and school site administration will coordinate with the teacher to
13 facilitate the process of moving.

14
15 2. Compensation will not be provided to teachers remaining in positions classified as
16 "itinerant."