

MEMORANDUM OF UNDERSTANDING

The Poway Unified School District (“PUSD” or “District”) and the Poway School Employees Association (“PSEA”) (collectively, the “Parties”) agree to the following Memorandum of Understanding (“MOU”) regarding committee/subcommittee work. PUSD and PSEA share a joint interest in utilizing subcommittees to discuss, review and prepare advisory recommendations to the Parties’ negotiation teams regarding several areas.

Therefore, PUSD and PSEA agree to the following:

1. At the conclusion of the current classification review process, the existing Advisory Committee for Classification Review (“ACCR”) shall begin meeting no later than June 30, 2024 to discuss any future Classification Review Cycles in an effort to provide advisory recommendations regarding any proposed future review process for any future reclassification recommendations.
 - a. The parties shall continue the current Classification Review process previously negotiated through the Advisory Committee for Classification Review until all employees in Years 3-6 have received their draft job descriptions and had adequate time to review and file appeal, if desired. The process will include review of all appeals as previously agreed upon. On a one-time and non-precedential basis for purposes of this MOU only, any appeal that results in a reclassification with a salary increase will be excluded from the \$2.3 million cap. Any appeal that results in a salary increase, excluding reclassifications, are subject to the terms of the \$2.3 million cap or any remaining balance to be used for the recommended salary adjustments for Cycles 3 through 6 of the classification review process. If those recommendations exceed the \$2.3 million ongoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap. Any salary increases for Cycles 4 through 6 will be retroactive to July 1, 2023 as agreed.
 - b. In addition, the parties shall convene a joint evaluation committee per Article 11.1 of the Collective Bargaining Agreements to update and review the current evaluation forms and how to incorporate the updated job classifications that resulted from the first full Classification Review Cycle of years 3-6.
2. In the California Public Employees’ Retirement System’s (“CalPERS”) June 23, 2016 Final Report to the District, SP15-028, and again in CalPERS’s August 3, 2021 Draft Report to the District, 4P20-034, CalPERS raised pensionable compensation issues regarding the non-EPMC and EPMC salary schedules for PSEA Unit I. The Parties shall form a subcommittee workgroup to discuss, address, and identify possible resolutions regarding CalPERS’ concerns relating to the non-EPMC and EPMC salary schedules. This subcommittee shall begin meeting no later than September 2024.
3. By no later than September 2024, the Parties shall form a subcommittee that shall meet to discuss a service delivery method for special education, which includes but is not limited to discussing the job duties and classifications of special education positions in PSEA Unit I.
4. By no later than April 2024, the Parties shall convene the Contracting-Out Review Committee per Article 15.13.2 of the Collective Bargaining Agreements. The Committee shall

meet to review all contracted out services that are otherwise performed within the PSEA Unit I or Unit II bargaining units due to the inability to fill the current vacancies. The intent of the Contracting Out Review Committee shall be to discuss, whenever possible, the transition of services currently being contracted out back into the bargaining unit. The Contracting-Out Review Committee shall discuss the issues as listed in sections A, B, C, and D in Article 15.13.2, report its finding, and make recommendations to the negotiating teams designated to negotiate a successor agreement. The formation of a Contracting-Out Review Committee pursuant to this MOU and Article 15.13.2 of the Collective Bargaining Agreements do not limit or impact in any way the District's exclusive right to contract out work pursuant to Article 3.2 of the Collective Bargaining Agreements.

5. By no later than early spring of 2024, the Parties shall form a subcommittee that shall meet to discuss whether and how to harmonize/align retiree health benefits across PSEA Units I and II.

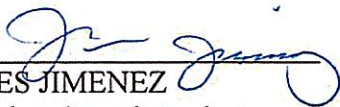
6. The subcommittees shall make recommendations to the PUSD and PSEA bargaining teams for their consideration during IBB negotiations. The recommendations are advisory only.

7. This MOU does not modify or amend any current contract language or other agreements between the Parties.

8. Contingent upon ratification of the 2023-2026 Collective Bargaining Agreements for Unit I and Unit II, and subsequent approval by the Board of Education, the parties will Sunshine proposals for 2024-2025 Reopener Negotiations and begin negotiations no later than June 2024. First reading of the District's Sunshine Proposals shall take place at the May 2024 Board of Education Meeting, with the second reading and PSEA Sunshine Proposals presented at the June 2024 Board of Education Meeting.

9. This MOU is non-precedential and does not establish any binding past practice.

10. Any dispute of the application or interpretation of this MOU shall be subject to the grievance process contained in the Parties agreements.



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

4/3/2024
Date



COURTNEY MARTIN
President,
Poway School Employees Association

4/9/2024
Date