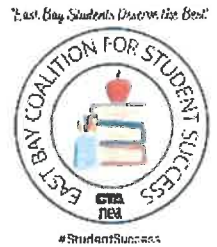




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TENTATIVE AGREEMENT

January 31, 2023

ARTICLE 6 - HOURS OF EMPLOYMENT

6.1. Workday

6.1.1 The normal workday responsibilities for the classroom teachers shall include, but not be limited to preparation of lessons and classroom instruction. In order to provide supervision of students, remedial and special assistance to students and to insure school-home communications through conferences with students and parents, all unit members shall be available during the contracted workday. Other activities that are a part of the unit member's responsibility, but do not occur daily and which may involve an extended day include faculty meetings, in-service training, parent conferences, supervision of student activities and parent/community/school meetings. Faculty meetings shall have a written agenda provided to unit member at least two (2) work days prior to the meeting. Failure to provide the agenda shall not result in cancellation of the faculty meeting; however, the next extended day meeting shall be a teacher driven grade level or department collaboration meeting. If the site administrator determines it is not practicable to provide the next extended day as a teacher driven grade level/department collaboration meeting, then the subsequent extended day shall be a teacher driven grade level/department collaboration meeting. However, faculty meetings that extend beyond the contracted workday shall not occur more than once every other week **and should not exceed ninety minutes (90) past contract hours. If the Mandatory Online Trainings and Extended Staff Meeting Time MOU is added to the collective bargaining agreement the extended ninety minutes (90) shall be reduced to sixty minutes (60) past contract hours per the Mandatory Online Trainings and Extended Staff Meeting Time MOU.**

All in-service trainings that occur outside of the workday shall be voluntary and paid.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANAUARY 31, 2023



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- 6.1.1.1 Beginning in September 2017, and every other month up to four times per year, one (1) hour of teacher driven collaboration meeting time shall occur at each elementary school site, which purpose shall align with the District adopted educational goals and objectives.
- 6.1.1.2 Written agendas and logs for the elementary collaboration meeting, aligned with District adopted educational goals and objectives shall be written and developed at the sole discretion of the unit members. The agenda shall be provided to the site administrator, or designee, at least two (2) days in advance of the meeting and unit members shall keep a log of the activities undertaken in the meetings.
- 6.1.1.3 These elementary collaboration meetings shall end at the end of the contracted work day and shall not occur on an extended day.
- 6.1.1.4 By August 31st, the site administrator, or designee, shall identify and notify unit members of the four (4) dates for teacher driven elementary collaboration meetings, which shall be on the weekly early release days.
- 6.1.2 Preschool: The workday for preschool teachers shall be seven (7) hours.
- 6.1.3 Children Center: The workday for Children Center teachers shall be seven (7) hours and thirty (30) minutes.
- 6.1.4 Elementary: The workday for kindergarten, primary (1-3), upper grades (4-5) and elementary preparation release teachers shall be six (6) hours and fifty (50) minutes. The normal workday shall accommodate schools observing both slip and non-slip time schedules for students in grades one (1) through three (3).
- 6.1.5 Junior High: The workday for junior high school bargaining unit members shall be seven (7) hours and twenty-five (25) minutes.
- 6.1.6 High School: The workday for high school and continuation high school bargaining unit shall be seven (7) hours and twenty-five (25) minutes.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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6.1.7

6.1.7.1 Adult Education: The work day for adult education unit member shall be according to the number of classes that are assigned to the unit member.

6.1.7.2 Adult Education teachers, who attend District provided professional development, shall be paid at their hourly rate.

6.1.7.3 Unit members who are currently teaching in an Adult Education assignment during the school year, those unit members shall be selected to continue to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered. If more than one member applies for the same position, selection shall be considered in the order listed below under "Selection Criteria". Each subsequent criterion will only be considered if a tie between the applicant's results from the preceding criteria, and if there are more applicants than available positions.

Selection Criteria:

1. Credential in the applied subject area: and
 2. Recent experience taught in the subject area in the last three (3) years;
- and

6.1.7.4 If all else is equal under the Selection Criteria in 6.1.7.3 above, then seniority.

6.1.8 Non-classroom: Bargaining unit members covered by this agreement who are not classroom teachers shall have the following workday:

6.1.8.1 Librarians, Work Experience Teachers and Counselors: The workday for junior high and high school librarians, work experience teachers and counselors shall be the same workday as the classroom teachers at their site. Secondary school counselors and site administrators may mutually agree

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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to a flexible workday, which does not begin or end more than thirty (30) minutes beyond the workday at their site.

- 6.1.8.2** Psychologists, Behavior Specialists and Speech Therapists: The workday for school psychologists, behavior specialists, and speech therapists shall be 8 hours. Beginning and ending times shall be determined at each individual site by mutual agreement of the bargaining unit member and site principal. The 8 hour day shall include a 45-minute duty free lunch.
- 6.1.8.3** Resource specialists, Reading Specialists, Literacy Coaches, and Teachers on Special Assignment: The workday for resource specialists, literacy coaches, and teachers on special assignment shall be the same workday as the bargaining unit members at the site where they spend the majority of their work week.
- 6.1.8.4** Other: For job titles not included in those listed above, the workday shall be determined by the immediate supervisor or principal, and shall not exceed an eight (8) hour workday, and shall include a thirty (30) minute duty free lunch; except for those with an 8-hour workday, which shall have a forty-five (45) minute duty free lunch.
- 6.1.9** Beginning and ending times for the workday, but not the length of the workday may be adjusted by the principal or immediate supervisor.
- 6.1.9.1** Nothing in this section prohibits a unit member and site administrator from mutually agreeing to a flexible workday, which does not begin or end more than one class period beyond the workday at their site.
- 6.1.9.2** The parties to this Agreement must bargain any changes in the length of the teachers' workday or any impact within the scope of negotiations to changes in the students' instructional minutes that is not covered by collective bargaining agreements.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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6.1.10 Individual exception to the workday requires the approval of the principal and shall not be interpreted as precedent for future exception. On the days when bargaining unit members are scheduled to work, but pupils are not present, on days of an emergency release of pupils, or on shortened instructional days, the workday shall be the same as the regular teaching day unless otherwise noted by the terms of this Agreement.

6.1.11 Elementary schools which become involved in planning new or mandated school plans or programs, may upon request of the site administrator after consultation with bargaining unit members, be granted permission by the District for a modified instructional day. The purpose of such modified instructional day shall be for the preparation and development of these plans and programs.

6.1.12 Bargaining unit members at the elementary level and special education preschool teachers are entitled to one duty free lunch period of no less than fifty (50) minutes, and bargaining unit members at the junior high and high school levels are entitled to one duty free lunch period of no less than thirty (30) minutes.

6.2 Other Responsibilities

6.2.1 Open House and Back-to-School Night

6.2.1.1 The length of the workday for bargaining unit members K-12 for Open House or Back-to-School Night shall be a minimum workday. The adjusted workday of unit members shall be the day of, or the day following, the activity. On such minimum days the workday of unit members shall be equal to the student instructional day.

6.2.1.2 The reduced student minutes involved in the above mentioned minimum days shall not jeopardize the required annual instructional minutes required by the state.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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6.2.1.3 If Open House or Back-to-School Night requires Children Center or Preschool Program teachers to work beyond their normal workday, they shall be compensated at the hourly rate of pay established in Article 13.1.6 (B).

6.2.1.4 Based on verification of meeting the required State instructional minutes, add two minutes per day to the 4th/5th grade instructional minutes schedule to create four minimum days (Tue-Fri) for parent/teacher conference for these two grades beginning in the 1998-99 school year.

Third grade teachers who serve in non-class size reduction classroom, will have four minimum days during the parent/teacher conference week, creating a reduction of eighty (80) in instructional minutes during that week.

If Class Size Reduction (CSR) is eliminated in future years the PEA and the District shall meet to bargain how to implement additional Parent/Teacher time for the non-CSR classes.

6.2.2 Supervision Duties at the Secondary Level

6.2.2.1 Supervision Duties are defined as those activities which extend a bargaining unit member's regular workday and must involve the supervision of students.

6.2.2.2 Up to twelve (12) points of supervision duties in a school year shall be uncompensated. After providing twelve (12) points supervision duties bargaining unit members shall be compensated at the hourly rate of pay established in Article 13. For purposes of compensation one point (1) equals one (1) hour.

6.2.2.2.1 A Class Advisor will be credited with six (6) points. Classes that have more than two (2) advisors will be prorated accordingly. A Club Advisor will be credited with

The remainder of the articles shall be at status quo.

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six (6) points. Clubs with more than one (1) advisor will be prorated accordingly.

6.2.2.2.2 Points shall be earned according to the Following formula:

- One (1) point per hour/per event supervised until 7:00 p.m.
- Two (2) points per hour/per event supervised after 7:00 p.m. or on Saturdays.

6.2.2.3 Supervision Duties shall be shared equitably by all bargaining unit members.

6.2.2.4 Supervision Duties (adjunct duties) at the high school must involve the direct supervision of students: adjunct duties which do not require full faculty participation shall be reasonable and equitable and based on the following process:

6.2.2.4.1 Supervision Duties shall be shared equitably by all bargaining unit members at the site. Equitability shall be based on the anticipated number of hours a unit member is involved in after school supervision assignments.

6.2.2.4.2 Every effort shall be made to assign bargaining unit members an equal number of supervision duties or equivalent before additional paid extra duties are assigned.

6.2.2.4.3 Bargaining unit members shall have the opportunity to self-select supervision duties.

6.2.2.4.4 Prior to the teacher's last workday of the school year, the principal or his/her designee shall develop a list of supervision duties for the ensuing school year. This list shall contain at least the following: a list of anticipated events; proposed dates, the number of bargaining unit members needed for each event, the anticipated number of points per event; the total points needed for each event. The completed list of adjunct duties

The remainder of the articles shall be at status quo.

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shall be given to each unit member at the high school for review. Suggestions and/or corrections shall be forwarded to the principal or his/her designee.

- 6.2.2.4.5** Prior to the end of the second instructional week, the principal or his/her designee shall make necessary revisions to the list. To determine the number of points each bargaining unit member will be responsible to self-select for the current school year, the total number of points needed to cover all after school supervision assignments shall be divided by the number of bargaining unit members at the site.
- 6.2.2.5** Assigned duties at the Elementary Level: All assigned duties at the elementary level shall be shared equitably by all bargaining members at the site.
 - 6.2.2.5.1** Every effort shall be made to assign bargaining unit members an equal number of assigned duties.
 - 6.2.2.5.2** Bargaining unit members shall have the opportunity to self-select supervision duties.
 - 6.2.2.5.3** Prior to the teacher's last workday of the school year, the principal or his/her designee shall develop a list of duties for the ensuing school year. This list shall contain at least the following: a list of the number of bargaining unit members needed for each duty, the anticipated number of minutes per duty. The completed list of duties shall be distributed to each unit member at the site for review. Suggestions and/or corrections shall be forwarded to the principal or his/her designee.
 - 6.2.2.5.4** Prior to the end of the second instructional week, the principal or his/her designee shall make necessary revisions to the list.
 - 6.2.2.5.5** Bargaining unit members shall be notified when and where

The remainder of the articles shall be at status quo.

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the agreed upon list of school supervision assignments will be posted. Bargaining unit members shall have one week from notification to self-select their preferred duties.

6.2.2.5.6 The principal or his/her designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

6.2.2.4.6 Bargaining unit members shall be notified when and where the agreed upon list of after school supervision assignments will be posted. Bargaining unit members shall have one week to self-select their preferred adjunct duties.

6.2.2.4.7 The principal or his/her designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

6.2.2.5 Assigned Duties at the Elementary Level: All assigned duties at the elementary level shall be shared equitably by all bargaining members at the site.

6.3 Preparation and Planning

Bargaining unit members shall be paid at the **Intervention Hourly** rate for attendance at IEP meetings, 504 meetings, and SST meetings scheduled outside of the unit member's workday.

6.3.1 Kindergarten and **transitional kindergarten**: Bargaining unit members teaching kindergarten and **transitional kindergarten** shall be provided with the equivalent of three (3) forty-five (45) minute preparation periods per a five-day week, for a total equivalent of one hundred and thirty-five (135) minutes per a five day week. This preparation period shall be provided at time other than when their assigned students are in attendance. This preparation time is set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANAUARY 31, 2023



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- 6.3.2 Elementary:** Bargaining unit members teaching in grades one through five in self-contained regular and special education classrooms and prep teachers shall be provided the equivalent of three (3) 45-minute preparation periods per five-day week, for a total equivalent of 135 minutes per a five-day week set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities.
- 6.3.3 Junior High**
- 6.3.3.1 Preparation and Planning:** Full-time bargaining unit members teaching junior high school (6-8) shall have one (1) unassigned period per day set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities. The fifteen minutes before school shall be non-instructional time.
- 6.3.3.2** Effective July 1, 2001, the remaining non-instructional time of at least 30 minutes in the workday shall be dedicated to enhancing the educational program of students. The specific educational activities during this period shall be collaboratively planned by the administrative and teaching staff at each site. Activities may include, but are not limited to, student tutoring, student clubs and activities, parent/teacher conferences, school study team (SST) meetings, strategy/planning meetings to develop strategies for implementing standards and increasing student performance, and/or house- and department-level meetings. It is expected that a variety of activities will take place during this time, designed to enhance and enrich the educational program of junior high students.
- 6.3.3.3** No meeting shall begin sooner than 15 minutes after the end of the students' instructional day.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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6.3.3.4 The District and the Association shall establish a Junior High School Task Force to evaluate and make recommendations to the Superintendent to improve the junior high school schedule and programs. The Association and the District shall appoint an equal number of members to the Task Force.

6.3.4 High School: Full-time bargaining unit members teaching high school shall have (1) unassigned period per day set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are re-scheduled for specific activities.

6.3.5 Adult Education: Unit members teaching adult education shall receive one (1) hour of paid preparation at the start of each quarter at their hourly rate of pay.

6.4 Compensation for Class Coverage

6.4.1 Beginning July, 1, 2012, a bargaining unit member who volunteers or is assigned to teach all or any part of a period during his/her preparation time shall be compensated. Compensation for class coverage shall be one-half (1/2) the Class Coverage hourly rate for the first fifteen (15) minutes of coverage. Compensation for class coverage above (15) minutes shall be at the full Class Coverage hourly rate.

6.4.2 A "period" is defined at the secondary level, as the length of a student period for the day during which the substitution takes place. At the elementary level, a "period" is the length of teacher's preparation period contained in this Agreement. For Kindergarten, a "period" is defined by clock hours. If an absent classroom teacher's class is divided among multiple teachers, then each unit member who takes or receives additional students for all or part of the day shall be given credit for one period of coverage and shall be compensated at the Class Coverage hourly rate of pay. In addition, bargaining unit members who substitute during their regular work day (e.g. kindergarten teachers, teachers on special assignment, etc.) shall be given credit for one-half (1/2) period for the first fifteen (15) minutes of substituting and one full period for substituting that exceeds fifteen (15) minutes.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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6.4.3 Each site administrator shall compile a list of bargaining unit members who wish to volunteer for class coverage. The volunteer list shall be posted at a central location chosen by the site administrator **and emailed to all bargaining unit members at the site.** A second roster shall be compiled listing the remaining bargaining unit members at that site. If no volunteers are available for substituting, substitutes are to be selected from the second list. The second list shall be made available to any bargaining unit member to review upon request. Bargaining unit members shall be requested to substitute on a fair and equitable basis. A 120% contract is authorized only for unit members teaching a class during their preparation period.

6.4.4 Compensation for Adult Education Class Coverage

Bargaining unit members at the Adult Education Center who volunteer or are required to accept students during their regular hours due to teacher absence or other reason, shall receive the Adult Education Class Coverage Rate per hour of coverage. The process for securing Adult Education Class Coverage by accepting students during their regular hours shall be in accordance with Article 6.4.3. Compensation for voluntary or assigned class coverage for the first fifteen (15) minutes of class shall be at one-half of Adult Education Class Coverage Rate per hour of coverage. Compensation for class coverage by accepting students during their regular hours above fifteen (15) minutes shall be at the full Adult Education Class Coverage Rate per hour of coverage. \$37.75 per hour. Bargaining Unit Members who volunteer to substitute for a class outside of their regular hours shall be paid at their Adult Education hourly rate.

6.4 Online Mandatory Trainings

6.5.1 Online Mandatory Trainings shall be completed within the contracted work day, not during preparation time, and within the first twenty (20) school days.

The remainder of the articles shall be at status quo.

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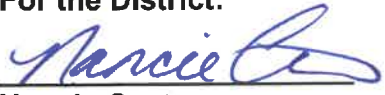
For the Association:



**Celia Medina-Owens
PEA Bargaining Chair**

Date: 1-31-23

For the District:



**Nancie Castro
Asst. Superintendent**

Date: 1/30/23

The remainder of the articles shall be at status quo.
TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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ARTICLE 11 - SAFETY CONDITIONS

TENTATIVE AGREEMENT

JANUARY 31, 2023

11.1 Safe Working Conditions

- 11.1.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being. The District shall comply with all safety requirements imposed by proper authority (i.e., fire marshal, CalOsha, etc.) in assuming the responsibility for the safety of employees while they are in District facilities provided in furtherance of the operation of the District. The District shall provide training for all unit members on the Active Shooter Response training within the first thirty (30) workdays of each school year.
- 11.1.2 Bargaining unit members who believe they are being required to work under unsafe conditions or to perform tasks, which endanger their health or safety, shall report such conditions to their immediate supervisor. Within three (3) workdays of the report, the District shall investigate and determine if the situation is safe or unsafe. If necessary, the District shall initiate corrective actions within five (5) workdays to provide safe conditions. .
- 11.1.3 Before the first student attendance day of school, each school year, the District shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide safety equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools and inform unit members assigned to the site, the location of the safety rules (posters) and location of safety equipment.
- 11.1.4 The Superintendent or designee, upon request, shall consult with the Association representative regarding the preparation of regulations covering the safety of employees in performance of their duties.
- 11.1.5 The Superintendent or designee shall be responsible for the distribution of safety rules for all personnel concerned and shall appoint a District safety officer to oversee the condition of the District

The remainder of the articles shall be at status quo.



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facilities. No later than the first student day of every school year, each site administrator or designee will inform unit members assigned to the site, the identity of the person designated as the Site Safety Liaison.

- 11.1.6** The District shall provide each classroom with fully stocked first aid kits with basic first aid supplies and disaster materials no later than the first teacher workday of each school year. Additionally, the District shall ensure that disaster preparedness materials such as blankets, bullhorn, radios, water, rope, food packages and the like are available at the school site. The bargaining unit member will notify their immediate supervisor and/or the Site Safety Liaison of the need for replacements or a replacement kit as needed during the contract year or not later than the end of the contract year. All perishables shall be replaced by the District prior to its expiration date.
- 11.1.7** The District's intent is that each classroom shall be provided telecommunications equipment to be available for bargaining unit members when safety issues arise. **At the time each bargaining unit member picks up their assigned walkie-talkie, they will be provided with written instructions** on how to use it when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications. **Bargaining unit members shall keep their walk-talkie accessible, plugged in and charged when not in use.**
- In the event that a walkie-talkie is not functional, the bargaining unit member shall immediately notify their immediate supervisor within 10 days, and shall receive a functional replacement as soon as possible thereafter not to exceed 5 work days after the notice unless the replacement needs to be ordered. Replacements will be ordered within 5 workdays of notice. If provided by the vendor, a delivery date shall be provided to the bargaining unit member.**
- 11.1.8** The District shall make reasonable, diligent, and timely attempts to keep all school grounds and facilities free of unwanted rodents, pests, and insects. If insecticides or poisons are used, the District shall make available to bargaining unit members the names of the chemicals to be used in advance of this application. Pesticides and insecticides shall be applied only at times when employees and pupils are not present.
- 11.1.9** In the event of a District or other governmental entity determined emergency closure of District facilities, including, but not limited to

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natural disaster, quarantine, or government order, bargaining unit members shall receive their daily rate of pay and benefits. If make-up days are required, the District shall negotiate the calendar placement of said days with Association.

- 11.1.10** Bargaining unit members who are assigned to work with students who are prone to exhibit violent behavior shall be encouraged to voluntarily participate in assault prevention training at no cost to the unit members.
- 11.1.11** In the event that the District publishes an Employee Handbook that includes any safety item that is a mandatory subject of bargaining, the District and the Association shall meet to bargain the effects of those items.
- 11.1.12** Each school site shall post in each classroom the emergency preparedness flip chart. The emergency flip chart shall also be posted in unit members, work space that is not a classroom before students arrive for the first day of school. Each site shall provide an electronic copy of the school site safety plan and the emergency operation plan as well as a hard copy of the current school site plan and the emergency operation plan to every site member at the beginning of the school year. The school site safety plan shall be reviewed at the first extended staff meeting day of each school year. Any new changes after the review shall be communicated with staff within five (5) working days of change. If a unit member is assigned a duty within the emergency operation plan, that unit member must be trained regarding the assigned duty during the duty day within the first thirty (30) workdays of each school year. The site plan shall be updated annually. PEA may choose to assign up to three unit members (one from elementary, one from junior high and one from high school) to participate on the district safety committee.
- 11.1.13** When a unit member officially refers a student to site administration for misbehavior, the unit member who wrote the referral shall be notified by the site administrator of the action and response given to student within forty-eight hours (48) of the referral.

11.3 Assault

- 11.3.1** Bargaining unit members shall immediately, if possible (otherwise within no more than 24 hours), report to their supervisor or designee any incident of attack, assault or menace where they are the victim or a witness. The supervisor or designee shall report the incident to the appropriate enforcement authority and also inform the Superintendent's office as soon as

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possible. Nothing in this section shall preclude an individual unit member from filing a report with the proper authorities. The District shall take all appropriate steps required under law to protect unit members against attack, assault, or menace while at work, and take prompt action to respond to any such incidents under the Education Code.

- 11.3.2** In the event that civil charges are brought against bargaining unit members in connection with an assault that happens within the course and scope of their employment he/she shall be provided a legal defense as authorized by the relevant Government Code provision.
- 11.3.3** The workers compensation laws with respect to wages and benefits shall cover absence and/or disability arising out of an assault upon a unit member.
- 11.3.4** Unit members who have students in their class with a documented history of causing or attempting to cause serious bodily injury shall be informed electronically as required by law, within five (5) workdays after the District receives such information.
- 11.3.5** Each site shall have a binder with a record of students who have committed violent acts per Education Codes 49079. The binder shall be updated on a monthly basis. The binder shall be kept in the site office and accessible to all unit members. All unit members shall have electronic access to review data records of students who have committed violent acts per Education Codes 49079 for the teacher of record or unit members that provide direct services. Unit members shall maintain any information received pursuant to this provision in confidence for the limited purpose for which it is provided and shall not further disseminate the information. Within the first thirty (30) days of each school year, all unit members shall be trained on how to access electronic data where the student violent acts are recorded for the purposes of accessing data of students for which they are the teacher of record or to whom they provide direct services. The Association and the District agree that direct services mean you are responsible for teaching and supervising the student in your classroom.

11.4 Pupil Transportation

- 11.4.1** No bargaining unit member shall be required to transport pupils in their privately-owned vehicles except in the case of an emergency.
- 11.4.2** Unit members who transport students in District vehicles, within the course and scope of their employment, shall be primarily covered by District vehicle insurance.

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- 11.5 Non-Discrimination: No bargaining unit member shall be discriminated against as a result of reporting a condition believed to be unsafe.
- 11.6 Suspension of Students: All school board policies and procedures for suspension of students shall be made available at each school site, and relevant Education Code provisions for suspension of students shall be placed in the Appendix of this Agreement. (See Appendix "A")

For the Association:

**Celia Medina-Owens
PEA Bargaining Chair**

Date: 1-31-23

For the District:

**Nancie Castro
Asst. Superintendent**

Date: 1/31/23 ne

The remainder of the articles shall be at status quo.

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TENTATIVE AGREEMENT

ARTICLE 12 - EMPLOYEE BENEFITS

- 12.1** The employer shall provide health with paid prescription and dental with orthodontia benefits as specified within the Master Insurance contract(s) between the District and the respective insurance carrier(s) as listed below as long as the carrier(s) is willing to provide the program:
- A. District available medical plans, effective as the terms stipulated in the carrier contract provisions.
 - B. Delta Dental of California
 - C. Vision Service Plan
 - D. Life and Accident Insurance
- 12.2 Eligibility:**
- 12.2.1 Full-Time Employees:** For the term of the Agreement, the District shall pay the full cost of the premium as stated under the section titled, "District Contribution".
- 12.2.2 Part-Time Employees:** Half-time employees shall have the District Contribution paid in full. Employees working less than halftime shall be offered benefits to the extent required by law.
- 12.2.3 Temporary teachers working a regular day,** shall be offered benefits during employment, to the extent required by law.
- 12.2.4 Teachers on job share assignment benefit coverage,** (see job share section for entitlement).

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 20231



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12.2.5 Adult Education Teachers: Beginning at the ratification of the 2018-2019 contract, the District shall provide Life Insurance according to Article 12.6 to all Adult Education unit members who teach 15 to 19.5 hours per week. Adult Education unit members who teach more than 19.5 hours per week shall be entitled to Article 12.6 – Life Insurance.

12.3 District Contribution

12.3.1 Vision:

Effective January 1, 2015, or not more than 45 days after ratification of this agreement, whichever is later, the District maximum contribution shall cover each unit member at their level of plan enrollment up to the full family contribution for vision coverage.

12.3.2 Medical Benefits:

FY 2022-2023: Effective January 1, 2023 or not more than 45 days after ratification of this agreement, whichever is later, the District's contribution to medical benefits shall be as follows at the current District provided or equivalent HMO Kaiser Plans:

- A) Employee only-The District shall pay the full Kaiser HMO "Employee Only" Rate
- B) Employee Plus One-The District shall pay the full Kaiser HMO "Employee +1" Rate
- C) Family- The District shall pay the full Kaiser HMO "Employee +2 or More" Rate

In the event an equivalent Kaiser HMO Plan is not offered or available to the District, the District and PEA will meet to bargain on an alternative plan that is the nearest equivalent plan to the current Kaiser HMO Plan.

12.3.3 Dental:

Effective January 1, 2016, the District shall make total annual contribution to cover the premium cost for the Delta Dental Insurance program for full-time employees and dependents. Within 45 calendar days, the District shall increase orthodontic coverage for all bargaining unit members and their dependents to \$1,500 lifetime coverage.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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12.4 Benefit carriers are:

12.4.1 Medical: CalPERS Health Programs

12.4.2 Vision: Vision Service Plan

12.4.3 Life: The Standard

12.4.4 Dental: Delta Dental of California

12.5 Tax Sheltered Annuities/Flexible Spending Plan:

12.5.1 Tax Sheltered Annuities: Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

12.5.2 Cash-In-Lieu: Employees who are currently receiving or are eligible for paid health insurance benefits and have alternate health coverage may opt to receive cash-in-lieu of District provided benefits. The District contribution to the cash-in-lieu option plan is \$ 300.00 per month (\$3,600.00 annually). Employees who opt to enroll in the cash-in-lieu plan shall be afforded the opportunity to re-enroll in a health insurance program and to discontinue their cash-in-lieu plan during an open enrollment period or at such time when alternate health coverage is no longer available. This benefit applies to active employees and not retirees.

12.5.3 Flexible Spending Plan: Bargaining unit members may also participate in a section 125 plan, where all expenses authorized by the relevant IRS regulations and in accordance with the plan provider.

12.6 Life Insurance

12.6.1 The District shall provide all eligible members of the bargaining unit, under the age of seventy (70), a \$15,000 life insurance policy.

12.6.2 The District shall provide, at age seventy (70) or over, a \$7,500 life insurance policy to all eligible members of the bargaining unit.

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 20233



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12.7 Retirement Health Benefits

12.7.1 Retired employees shall be provided Kaiser or Blue Shield health plan under the following conditions:

- A. The District shall pay for a health plan as long as other regular employees receive the benefits. The District shall contribute an amount not to exceed the amount contributed for regular employees.
- B. The District shall determine the carriers of the plan after consultation with the Association.
- C. The retiree shall be actively drawing retirement benefits from either STRS or PERS.
- D. The retiree shall be eligible for health insurance if eligible during active employment for benefits.
- E. The retiree shall have been employed as a full-time employee continuously by PUSD for fifteen (15) years prior to retirement. Retirement shall be immediately following employment with PUSD.
- F. The retiree shall be at least 55 years old to qualify.
- G. A year's service is defined as full-time regular service for 75% of the year. Years under 75% shall not accumulate.
- H. Benefits paid by the District shall end when the retiree reaches age 65 or is deceased.
- I. The coverage shall be for the retiree and dependents. However, dependent coverage stops when the retiree is no longer eligible or dependent reaches age 65 or qualifies for Medicare.
- J. Eligible dependent is as defined in insurance contract.
- K. After age 65, the employee may elect to continue benefits by paying the premium according to procedures established by the District. Continuance of such benefits shall be dependent upon the benefits

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 20234



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being provided by the insurance carrier.

- L. A letter of resignation indicating retirement and a request for benefits shall be submitted. Employees are encouraged to submit such requests no later than March 1.
- M. Age requirement will be waived if employee's retirement is due to a disability acceptable by STRS.

12.8 Part-Time Employment with Full-Time Retirement Credit

12.8.1 Employees who are members of STRS may be granted permission to reduce their workload and maintain full-time status for retirement purposes. The number of participants in this program shall be at the discretion of the District.

12.8.2 Eligibility

- A. To be eligible for the reduced workload program, an employee of the Pittsburg Unified School District shall meet the following minimum requirements:
 - (1) Have been employed full time as a certificated employee for a minimum of ten (10) years of which the immediately preceding five (5) years were full time employment. Sabbaticals and approved leaves shall not constitute a break in service, but shall not be used in computing the five (5) year full-time service requirement.
 - (2) Shall have attained the age of 55 prior to entering the program, which is limited to ten (10) years. The employee shall resign or retire at the end of the ten (10) year period.
 - (3) The option of part-time employment may be exercised at the request of the employee for a period not to exceed ten (10) years and can be revoked only with mutual consent of the District and the employee.
 - (4) Employees applying for this program for the ensuing school year shall file a letter of intent with the Human Resources

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Office by March 15.

- (5) This option is limited in pre-kindergarten through grade twelve to employees who do not hold positions with salaries above that of a school principal.

12.8.3 Salary and Employment Arrangements

- A. The employees shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but the employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- B. The employee shall retain all rights and benefits (including all health and medical plans) that he/she would have if he/she remained in full-time employment. The District shall maintain the necessary records to identify each employee receiving credit pursuant to this article.
- C. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during her/his final year of service in a full-time position.
- D. The reduced workload assignment agreed upon by mutual consent by the employee and the District may include work during one or both semesters or any assignment that shall average the agreed upon reduced workload.

12.8.4 Retirement Provision:

- A. The employee employed on a part-time basis shall receive the retirement credit he/she would receive if he/she were employed on a full-time basis and have his/her retirement allowance based on the salary that he/she would have received if employed on a full-time basis.
- B. The employee and the District shall contribute to the Teacher's Retirement Fund the amount that would have contributed if the member were employed on a full-time basis. The employee's share shall be withheld from his/her monthly warrant as it is presently being

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 20236



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done.

- C. Employees in the program who reach the age 65 during the school year may continue through that school year.

For the Association:

Celia Medina-Owens
PEA Bargaining Chair

Date: 1-31-23

For the District:

Nancie Castro
Asst. Superintendent

Date: 1/31/23

The remainder of the articles shall be at status quo.

TENTATIVE AGREEMENT BETWEEN PUSD AND PEA JANUARY 31, 2023



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ARTICLE 13 – SALARY TENTATIVE AGREEMENT

JANUARY 31, 2023

13.1 Compensation

13.1.1 All revised salary schedules are attached hereto as Appendix B and C.

FY 2021-2022: Five (5.0%) percent ongoing salary increase, effective July 1, 2021. Increases shall apply to all rates and schedules.

FY 2020-2021: Three (3.0%) percent ongoing salary increase, effective July 1, 2020. Increases shall apply to all rates and schedules.

FY 2022-2023: Eight and one-half percent (8.5%) ongoing salary increase, effective July 1, 2022. Increases shall apply to all rates and schedules.

Beginning in the 2022-2023 school year, Secondary department chair bargaining unit members shall receive an increase in the stipends of \$476 as follows:

1-4 Persons from the current \$680.00 to \$1,156.00

5-9 Persons from the current \$1,291.00 to 1,767.00

10-14 Persons from the current \$1,920.00 to 2,396.00

15+ Persons from the current \$ 2524.00 to \$3,000

13.1.2 Recruitment and Retention Bonuses and Stipends:

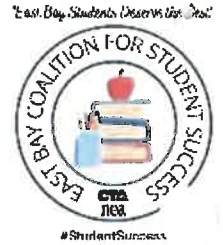
A. Signing Bonus: Effective upon ratification there shall be a signing bonus for the hard to fill teaching assignments as follows: (i) \$5,000 for math, science, reading specialist, special education, and dual immersion

The remainder of the articles shall be at status quo.

Tentative agreement article 12 Salary 1.31.23



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program; and (ii) \$5,000 for speech language pathologists; and (iii) a signing bonus of \$5,000 Giving Back and Celebrating Success bonus for new full-time hires employed after January 2016 that are high school graduates of the Pittsburg Unified School District; if there is a commitment on the part of the employees (listed above) to remain with the District for a minimum of two (2) years. If an individual leaves prior to two (2) years of District service, then the bonus needs to be repaid, unless there is mutual agreement not to repay based upon extenuating circumstances.

- B. **Transfer Bonus:** There shall be a transfer bonus of three thousand (\$3,000) for qualified bargaining unit members who transfer to math, science, reading specialist, special education, dual immersion program, and speech language pathologists if there is a commitment to remain in the position for a minimum of two (2) years. If a unit member leaves prior to two (2) years of District service, then the bonus needs to be repaid, unless there is mutual agreement not to repay based upon extenuating circumstances.
- C. **Dual Immersion:** Effective July 1, 2022, bargaining unit members who teach dual immersion shall receive a yearly stipend of \$1,750.00.
- D. **Special Day Class only, including SDC/CEC classes: effective in the school year beginning after June 30, 2023, bargaining unit members who teach a special day class shall receive a yearly stipend of \$2,100.00.**
- E. **The District and the Association agree to begin bargaining regarding RSP additional workload due to mandated IEP requirements by April 20, 2023.**

13.1.3 Salary Schedules for Bargaining Unit Members:

- A. Teachers (Appendix B and C)

The remainder of the articles shall be at status quo.

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- B. Speech and Language Therapists, Behaviorist, and Psychologist (Appendix B and C)
 - a. Beginning July 1, 2018, the parties agree to add Class V (90 Semester Units).
 - b. Beginning July 1, 2018, the parties agree to eliminate Steps 21-25 for Class IV and Class V.
 - c. Beginning July 1, 2018, the parties agree to replace Steps 16-20 in Class IV and Class V with former Steps 21-25 for Class IV and V.
 - d. Beginning July 1, 2018, members who currently have 90 units above their B.A. shall submit units to the District for column movement.
- C. Children Center Teachers (Appendix B)
- D. Preschool Program (Appendix B and C)
 - a. Beginning July 1, 2018, 5% on-schedule increase for 2018-2019, with 30 minutes added to workday. Additional salary increase agreed to for the rest of the unit.
- E. Adult Education Program (Appendix B and C)
- F. Elementary Counselors and Secondary Counselors
 - a. Beginning July 1, 2022, the parties agree to add two percent (2%) to a separate salary schedule for Elementary (190 Days) and Secondary Counselors (195 Days).

13.1.4 Extra Duty Assignments

- A. Extra Duty Assignment Stipend Schedule (Appendix B and C) is attached.
- B. Stipends: All stipend positions shall be negotiated by the Association and the District. The Association and the District shall adjust the list of stipend positions and both parties shall keep a current list of said positions.

The remainder of the articles shall be at status quo.

Tentative agreement article 12 Salary 1.31.23



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- 13.1.5** Advanced Degrees: Effective July 1, 2000, bargaining unit members shall be compensated for possessing a Master's Degree, and for possessing a Doctorate Degree. The established rates are listed on the current Salary Schedules.
- 13.1.6** Hourly Rate of Pay is established on the current salary schedules:
- A. The hourly rate of pay shall be increased by the same percentage increase bargained and applied to unit members' Salary Schedules in Sections 13.1.1 and 13.1.3 above.
- 13.1.7** Business Expenses: The District shall pay prior authorized reasonable and necessary expenses, including, but not limited to, fees, travel, lodging, meals and incidentals, incurred when the employee is involved in any activity at the discretion of, or authorized by, a District administrator when such activity is away from the employee's primary work location.

13.2 Salary Schedule Implementation

- 13.2.1** An employee may elect to have his/her annual salary received in 11 payments or participate in the Summer Fund Program to receive 12 payments. The Summer Fund Program will generate one (1) additional check with their June payment, after the first year of work has been completed. The Summer Fund Program is offered as long as the payroll system can accommodate this option. Monthly earnings are to be received on the last day of the month.
- A. Mandatory Deductions are required by law.
 - B. Optional deductions are those voluntary deductions selected by the employee.
 - C. Salary payments will be disbursed as designated by law and payroll deadlines.

The remainder of the articles shall be at status quo.

Tentative agreement article 12 Salary 1.31.23



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13.2.2 Credit for Service and Earned Degrees

- A. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment for one year of completed service beginning with 2023-2024 school year. There shall be no cap on qualifying prior years of credit for service and placement on the salary schedule.
1. Unit members initially employed before July 1, 2023, who did not receive full credit for their years of service when hired, shall be placed on the schedule effective July 1, 2023 at the step which includes their total qualifying years of service inside and outside the district. For example, a unit member with fifteen (15) years of qualifying prior service who was initially placed on step twelve (12) due to the previously existing twelve-year cap, and who has subsequently worked for the District for seven (7) qualifying years as of the completion of the 2022-2023 school year, shall be placed on step twenty-three (23) effective July, 1, 2023.
 2. To receive the forgoing salary adjustment effective July 1, 2022 unit members must submit written evidence on the district provided verification form of the qualifying years of prior experience to the Human Resources Department by May 15, 2023. Unit members who have qualifying years of prior experience and submit the information May 2023 date shall receive the retro pay for the 2022-2023 school year only effective July 1, 2022. Unit members who submit such information after May 15, 2023 (but not later than May 15, 2024) shall receive the salary adjustment effective July 1, 2024, and shall not receive retroactive payment.

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- B. **Student teaching and day to day substitute experience will not be accepted as prior service.**
- C. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was State accredited.
- D. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

Units of study for professional growth shall also be counted for horizontal movement on the salary schedule.
- E. Permanent employees who resign from the District and are subsequently re-employed within 39 months shall be granted full experience credit and will be placed on the same step where he/she would have been the year following his/her resignation.
- F. Employees whose initial employment with the District was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary employees with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.

13.2.3 All Employees shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Employees frozen at the maximum step for their class shall continue to accrue years of service credit, which shall then be applied when an employee advances horizontally on the salary schedule.

- A. A year of service is defined as seventy-five percent (75%) or more of the regularly scheduled work year.
- B. Employees who have been employed in the regular educational program of the District as probationary or permanent employees

The remainder of the articles shall be at status quo.

Tentative agreement article 12 Salary 1.31.23



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before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

- 13.2.4** Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division; upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by regional accrediting commission or other programs approved by the District. In addition, other program credit may be credited for movement on this salary schedule with prior District approval. Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs completion including course work relating to completion of a credential or teaching authorization. All course semester units as defined by the particular accredited college or university shall be acceptable for placement on the salary schedule. Quarter units shall be converted to semester units by multiplying the total of such units by two-thirds (2/3).
- 13.2.5** **Reclassification**
- A. Employees planning on reclassifying from one class to another must file such requests with the Human Resources Office.
 - B. Supporting official records or transcripts verifying post-graduate units of study that are to apply toward reclassification must be filed with the Human Resources Office. Salary adjustment based upon verification shall occur within three (3) months of filing verification retroactive to the date of verification.

The remainder of the articles shall be at status quo.

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For the Association:

Celia Medina-Owens
PEA Bargaining Chair

Date: 1-31-23

For the District:

Nancie Castro
Asst. Superintendent

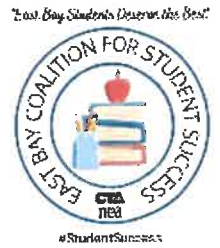
Date: 1/31/23

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Tentative agreement article 12 Salary 1.31.23



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Memorandum of Understanding Between Pittsburg Unified School District and Pittsburg Education Association January 31, 2023

“Mandatory Online Trainings and Extended Staff Meeting Time”

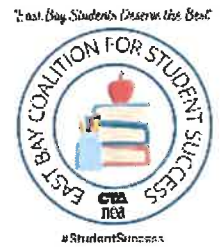
The Pittsburg Unified School District (District) and the Pittsburg Education Association (PEA); herein known as the “Parties” agree that Mandatory Online Trainings must be completed in a timely manner. The Parties also agree that since Online Trainings have timelines, it is best to complete these online trainings outside of the duty day in order to have uninterrupted time at the start of the school year to meet with staff and prepare for students. To that end, the Parties agree to the following Pilot MOU:

1. For the 2023-2024 School Year only, the District and PEA agree that compliance with Article 6.1.1 shall occur as follows:
 - a. Faculty meetings that extend beyond the contracted workday shall not occur more than once every other week and shall not exceed sixty (60) minutes past the contracted hours.
2. For the 2023-2024 School Year only, the District and PEA agree that compliance with Article 6.5 shall occur as follows:
 - a. All bargaining unit members shall be required to complete the District designated mandated 2023-24 online safety trainings (see below) within 60 **calendar** days of the start of the school year or the start of the bargaining unit member’s hire date. The bargaining unit member shall complete the required online training outside of their regular work year and/or workday and shall be paid one additional day of pay at the unit member’s per diem rate of pay. This additional day of pay shall be given on the next **available** pay warrant after the member has completed all required trainings.
 - b. Bargaining unit members who are on approved leaves shall not be required to complete trainings until their return to work duty begins. Once returned to work duty, the bargaining unit member shall have 60 **calendar** days to complete training.
 - c. Online trainings shall be available for members to complete beginning in July 2023.
3. Required Trainings for 2023-24 and time need to complete trainings may include the following courses listed in the table below, and shall not exceed 6 hours and 50 minutes. Courses listed in the table are an example of anticipated required courses, but are subject



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to change. If the District is required by State Law or Education Code to complete more required trainings, the bargaining unit and the district shall meet to negotiate the effects, if those new required trainings exceed 6 hours and 50 minutes.

Training Title	Time Needed to Complete Training
Mandated Reporter: Child Abuse and Neglect (California Full Training)	36 minutes
Blood Born Pathogen Exposure Prevention (California Full)	21 minutes
Boundary Invasion (full)	29 minutes
Cal-OSHA COVID-19 Protection Plan Training (California Full Training)	20 minutes
Making Schools Safe and Inclusive for LGBTQ Students (California Full Training)	36 minutes
Sexual Harassment Prevention for Non-Managers (SB1343 California Full Training)	60 minutes
Title IX Responsible Employee Training (Custom)	21 minutes
Youth Suicide: Awareness, Prevention and Postvention (Full Training)	39 minutes
Cybersecurity Overview (Full Training)	15 minutes
Other District Training	120 minutes
Total Anticipated Time	6 hours and 37 minutes

- Since this MOU is created to address a bargaining need of both Parties and is only for the 2023-24 school year, the Parties agree to meet by November 2023 to discuss whether to move this MOU to the Collective Bargaining Agreement, renew the MOU for an additional year, or consider other alternatives. Any decisions made by the bargaining parties shall be ratified. If no agreement or decision is made, the parties will revert to current contract language on June 30, 2024.
- At any time if any Party needs to meet to bargain any issues regarding the MOU in 2023/24, the bargaining Parties shall meet to resolve the issues.
- This MOU shall sunset on June 30, 2024.





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For the Association:	For the District:
	
Celia Medina-Owens PEA Bargaining Chair	Nancie Castro Asst. Superintendent
Date: <u>1-31-23</u>	Date: <u>1/31/23</u> <i>nc</i>