

**Memorandum of Understanding**  
**Between the**  
**Pittsburg Education Association**  
**And the**  
**Pittsburg Unified School District**  
**2023-2024**

**PUSD Evening School Program**

The Pittsburg Unified School ("District") has decided to initiate a credit recovery program for secondary students identified as needing additional support and intervention to meet credit and graduation requirements, in which additional instruction and educational support will be provided to during the evening program. The Pittsburg Education Association ("PEA") also believes this program will benefit District students. The District and PEA enter into this Memorandum of Understanding ("MOU") for PUSD Evening School Program.

As provided in this Agreement, the Parties agree as follows:

1. Teachers selected by the District to teach in the Evening School Program will provide five (5) hours of instruction and/or other direct academic support per week, per course, that are tailored to meet student credit recovery and graduation needs. Classes will occur late afternoon or evening.
2. Teachers selected shall receive compensation at the rate of sixty dollars (\$60.00) per hour for five hours of instructional time. Teachers shall also receive one additional hour of preparation time per week, per course, in addition to the five (5) hours of instructional time per week. Compensation for the weekly hour of this preparation time shall be paid at the Certificated Hourly rate (currently \$43.02 per hour.) Preparation time is at the unit member's discretion. Unit members shall be paid five (5) hours per course for the initial preparation, final grading and course completion at the Certificated Hourly rate. This time shall be at the unit member's discretion.
3. In order to provide the opportunity for the largest number of unit members, no person shall be selected to teach evening school for more than two consecutive semesters, beginning in the fall semester of 2022, unless there are no qualified applicants for the position(s). The process for filling positions shall be as follows:
  - a. The District shall annually, and as needed, post positions for Evening School.
  - b. Job qualification is to have a credential in the applied for subject area.
  - c. If there are more internal applicants than positions, the District shall conduct interviews for all internal applicants.
  - d. The interview questions and process shall be the same for each applicant.

- e. After all interviews are completed, the District shall notify members if they were selected for the position.
  - f. Unit members who were not selected, shall have the option to be added as substitutes for Evening School.
4. The courses shall be determined by the site administrator responsible for the program and shall meet requirements for credit attainment. The District shall provide the curriculum for the courses. Evening school courses are not intended to replace the regular school day, but to provide opportunity for students to attain necessary graduation credit.
  5. The duration of each assignment in the program shall be six weeks, but teachers may be reassigned to a subsequent session within the semester without submitting a new letter of interest. Letters of interest shall be submitted for each semester.
  6. The District shall post on its website and provide a copy to PEA of the District's announcement of openings in the program. To be considered, teachers interested in being selected for the program shall submit a letter of interest and information to the Evening School Program Administrator pursuant to the instructions in the announcement.
  7. In the event there is low enrollment in any class, defined as ten (10) students or less in a class, the District may consolidate the class and the assignment in the program will end, in which case the consolidated teacher shall receive a minimum of five (5) hours of compensation at the \$60 rate for the week in which consolidation occurs. One hour of preparation time at the Certificated Hourly rate (currently \$43.02) shall also be paid when consolidation occurs for a completed week of instruction in the classroom. The five (5) hour compensation for initial preparation, final grading and course completion shall be prorated for the number of weeks completed. The teacher losing the position due to consolidation shall be the one with the least district seniority.

The instructional rate of \$60 will not be affected by any increases in the collective bargaining agreement between PEA and the District for three years.

The duration of this MOU is through June 30, 2024, unless mutually extended by the parties in writing. At the sunset of this MOU, the parties shall agree to either extend the MOU or negotiate a new agreement.

For Pittsburg Education Association:



Celia Medina-Owens  
PEA President

Date: 8/2/23

For Pittsburg Unified School District:



Nancie Castro  
Assistant Superintendent. HR

Date: 8/2/23