

TENTATIVE AGREEMENT
Between Pittsburg Unified School District and
Pittsburg Education Association
2025-2026 Reopener Bargaining

The parties agree they have resolved their 2025-2026 Reopener Bargaining that began on September 9, 2024, by the following signed Tentative Agreements:

1. Mandatory Online Training MOU for 2025-2026;
2. Article 6; and
3. Article 8.
4. The District and the Association agree to continue bargaining on the Service Tracker MOU.

All other terms of the collective bargaining agreement between the parties that expires June 30, 2026, remain unchanged.

For the Association:



Celia Medina-Owens
PEA President

Date:

4/28/25

For the District:



Zachary Kahn
Asst. Superintendent

Date:

4/28/2025

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Memorandum of Understanding Between

Pittsburg Unified School District and

Pittsburg Education Association

2025-2026

Mandatory Online Training 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 MOU:

1. For the 2025-2026 School Year only, the District and PEA agree that this MOU satisfies the requirements of compliance with Article 6.5.1, shall occur as follows:
 - a. All bargaining unit members shall be required to complete the District designated mandated 2025-26 online safety trainings (see below). Four-and-one-half (4.5) 4.26 additional hours shall be paid at the unit member's per-diem hourly rate of pay for completion of the online training. Such These additional hours shall be completed by September 6, 2025, and shall be paid no later than the October pay warrant.
 - b. The District and the Association agree that the trainings in the chart below shall be the only trainings for the 2025/26 school year that are completed outside of the school year. Any other training shall be completed within the school workday and year, and not during bargaining unit members' preparation time.
 - c. Bargaining unit members who are on approved leaves shall not be required to complete the online training until their return to work duty begins. Once returned to work duty, the bargaining unit member shall have thirty (30) calendar days to complete training.
 - d. Online trainings shall be available for members to complete beginning in July 2025.
2. Required Trainings for 2025-26 and time needed to complete trainings may include the following courses listed in the table below, which totals 4.26 hours (256 minutes). Courses listed in the table are an example of anticipated required courses, but are subject 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 increase the overall online training time by more than thirty (30) minutes. Unit members shall be compensated at their per-diem hourly rate

of pay for completion of any additional online training that is thirty (30) minutes or less, for a total of up to 5 hours of online training.

Chart of Required Trainings for 2025/26 School Year

Training	When Required by Statute	Duration	Required by
Active Assailant Awareness	First 20 workdays	44 minutes	Collective Bargaining Agreement
Bloodborne Pathogen	First 60 days	23 minutes	CalOSHA
Mandated Reporter: Child Abuse & Neglect	First 6 weeks	53 minutes	Ed Code
Email and Messaging Safety	Annually	23 minutes	Insurance Provider
Sexual Harassment Policy and Prevention	Every two years	60 minutes	California Civil Rights Department
Youth Suicide: Awareness, Prevention, and Postvention	75% of all staff must be trained	37 minutes	AB 1767 + BP 5141.52 + SB 387
Workplace Violence Prevention, Definitions, and Requirements	Annually	16 minutes	SB 553

3. Since this MOU is created to address a bargaining need of both Parties and is only for the 2025-26 school year, the Parties agree to meet by November 2025 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, 2026.
4. At any time if any Party needs to meet to bargain any issues regarding the MOU in 2025/26, the bargaining Parties shall meet to resolve the issues.
5. This MOU shall sunset on June 30, 2026.

For the Association:


 Celia Medina-Owens
 PEA President

Date: 4/28/25

For the District:


 Zachary Kahn
 Asst. Superintendent

Date: 4/28/2025

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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) **workdays** 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. **During the 2025/26 school year, 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. If the Mandatory Online Trainings MOU for the 2025/26 school year is added to the collective bargaining agreement, the extended ninety (90) minutes shall be reduced to sixty (60) minutes past contract hours.** All in-service trainings that occur outside of the workday shall be voluntary and paid.

6.1.1.1 ~~Beginning in September 2017, and every~~ **Every** other month up to four times per year, one (1) hour of **classroom teacher, all Special Day Class (SDC) teachers, Resource Specialist (RSP), and Adaptive Physical Education (APE) 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 **workday** 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 and thirty (30) Minutes.

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 **Transitional Kindergarten (TK)**, 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 **any start time or schedule, 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.

6.1.7

6.1.7.1 Adult Education: The **workday** 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 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.

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 TK-12, **including five-day per week full day (four (4) hours or more) Special Education Preschool** 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. **Site administrators shall provide the Open House or Back-to-School Night date, duration, and schedule, if applicable, at least two (2) weeks prior.**

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.

6.2.1.3 If Open House or Back-to-School Night requires ~~Children Center or Preschool Program~~ teachers **including four-day morning and afternoon session Special Education Preschool teachers** to work beyond their normal workday **and there is no minimum day workday provided**, they shall be compensated at the hourly **per diem** 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)~~ ~~eight (8)~~ **ten (10)** points of supervision duties in a school year shall be uncompensated. After providing ~~twelve (12)~~ ~~eight (8)~~ **ten (10)** 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 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, or any event prior to the first instructional day of the school year.

- 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 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~~ **their** designee.
- 6.2.2.4.5 Prior to the end of the second instructional week, the principal or ~~his/her~~ **their** 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.
- 6.2.2.4.6 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 Supervision Duties at the Elementary Level: All **assigned**

supervision duties of students at the elementary level shall be shared equitably by all bargaining members at the site and occur only within the unit member's contracted workday.

- 6.2.2.5.1 Every effort shall be made to assign bargaining unit members an equal number of assigned supervision 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 **their** 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 **their** designee shall make necessary revisions to the list.
- 6.2.2.5.5 Bargaining unit members shall be notified when and where 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 **their** designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

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.

The parties mutually agree to reopen the above paragraph in Article 6.3 in the 2025-2026 school year without counting towards the number of reopeners each party has that year.

~~Special education teachers in Pre-K through Adult Education may request up to shall be entitled to up to two (2) release days, within the student calendar year designated administrator, site administrator, or program administrator in order to conduct assessments, write reports, and prepare for IEP or 504 meetings. These days must be requested at least three (3) workdays in advance and approved by the direct supervisor.~~

- 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.

- 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.
- 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 the amount of preparation time listed below for their classroom teaching hours at their hourly rate of pay.

30-40 hours of teacher per work week = 1 hour prep/week

20-29.5 hours of teaching per work week = 45 minutes prep/week

1-19.5 hours of teaching per work week = 30 minutes prep/week

The preparation time is considered non-instructional hours.

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.

- 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 and their prep time. 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. Bargaining unit members who volunteer to substitute for a class outside of their regular hours shall be paid at their Adult Education hourly rate.

6.5 Online Mandatory Trainings

6.5.1 Online Mandatory Trainings shall be completed within the contracted work day, not during preparation time.

For the Association:



Celia Medina-Owens
PEA President

Date: 4/28/25

For the District:



Zachary Kahn
Asst. Superintendent

Date: 4/28/2025

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ARTICLE 8 - CLASS SIZE

8.1 Class Size

8.1.1 Beginning July 1, 2000, class sizes shall adhere to the following ratios:

K	30 to 1 Maximum
1 – 3	30 to 1 Maximum
4 – 5	32 to 1 maximum
6 – 8	32 to 1 (School Average)
9 – 12	30 to 1 (School Average)
Continuation Schools	20 to 1
Community Day Program	20 to 1
Physical Education (Secondary) 50 to 1 Maximum	

8.1.2 The parties acknowledge and agree that this constitutes an alternatively bargained agreement for the duration of this agreement.

8.1.2.1: The Pittsburg Unified School District elected, based upon the School Board's direction, to implement Grade Span Adjustment (GSA), beginning in the 2014-2015 school year at a school site grade level average of 24 to 1 for TK – 3. Should funding for Grade Span Adjustment (GSA) under LCFF be eliminated, reduced or suspended at any time during the period of this Agreement, or if the GSA provision of the LCFF law is repealed, amended, or suspended, then the District may elect to return class sizes for TK through 3rd Grade, including $\frac{3}{4}$ combination classes set forth in 8.1.2.3 to the class sizes in 8.1.1 above, and those class sizes shall constitute compliance with Section 42238.02(d)(3)(B) or (D) et. seq. of the Education Code. The words "reduced" or "amended" as used in this Article 8.1.2.1 means a reduction of the District's GSA funding from the previous year.

8.1.2.2: In the event Grade TK through 3 class sizes return to the class sizes in 8.1.1 pursuant to the provisions of section 8.1.2.1 above, either party may request in writing that the class size averages and maximums from Grades TK-3 in Article 8.1.2.1 and 8.1.2.4 be reopened for negotiations, and such negotiations shall commence within thirty (30) days of receipt of the request to reopen negotiations.

8.1.2.3: For the term of this agreement, Class Size for Transitional Kindergarten (TK) through 3rd Grade and $\frac{3}{4}$ combination-classes, shall be as follows, unless Article 8.1.2.1 above applies. Transitional Kindergarten and $\frac{3}{4}$ combination classes shall not be averaged at 24 to 1 until 2015-16 school year and thereafter; Grades TK-3 - 24 to 1 School Site Average

8.1.2.4: Class size maximums shall be allowed to go up to 26 maximum per class for TK through 3rd grade and grade $\frac{3}{4}$ combination classes. For TK to 3rd grade and $\frac{3}{4}$ combination classes, Article 8.3 shall not apply.

8.1.2.5: The $\frac{3}{4}$ combination class size averages shall follow TK-3 grade averages. For $\frac{3}{4}$ combination classes, Article 8.2 is suspended during this agreement.

8.1.2.6: In order to compute school site averages beginning on or after October 1st of each school year in grades Transitional K through 3rd grade, including combination $\frac{3}{4}$ classrooms, all of the students in Transitional K through 3rd grade, including combination $\frac{3}{4}$ classes, shall be added and then that sum shall be divided by the number of Transitional K through 3rd grade, including combination $\frac{3}{4}$ classes, to ensure that there is a K-3 class size average of 24 students per class, per site.

8.1.3 Exceeding class maximums as per Article 8.3 shall not apply to grades K-3, unless the provisions of Article 8.1.2.1 apply.

8.2 Combination class maximums same as above except $\frac{3}{4}$ combination shall have a maximum of 30 to 1.

8.3 Class maximums or average may be exceeded by two (2) under the following conditions:

8.3.1 New enrollees after the opening of school. If enrollment within a given school has increased sufficiently at midyear, additional teachers may be added.

~~**8.3.2** No class shall begin school by having an official enrollment in excess of the maximum.~~

~~**8.3.3** No Resource Specialist shall have a caseload which exceeds 28. "Caseload shall include all students who have been identified through an active individualized Education Program and for whom the Resource Specialist provides instruction and services. (Moved to section 8.5.1)~~

~~8.3.4 The District shall make every reasonable effort to place special education students equitably at each school site, and the parties recognize that home school location, designated services in an IEP, and other factors, such as location of services in the district take precedence.~~ (Moved to section 8.4)

~~8.3.5 The District shall make every reasonable effort to maintain the recommended caseload of 55 for Speech Language Specialist. At no time shall any Speech Therapists' case load exceed 65.~~ (Moved to section 8.5.2)

8.3.6 The District shall make every reasonable effort to equitably balance class sizes by the fifth (5th) Monday after the first day of each school year.

8.3.7 Class Size Overages

8.3.7.1 Beginning on the fifth (5th) Monday in 2019-2020, after the first day of school and each fifth (5th) Monday after school begins each year, when averaging General Education classes in grades 6-12; General Education Classes mean those classes not included in Appendix E. Any changes to Appendix E shall require an agreement between PEA and the District.

8.3.7.2 Beginning in the 2019-2020 school year in grades 6 to 8, when a unit member has a total number of student contacts in General Education classes that exceeds 170, the district shall compensate the unit member as follows:

For students 1 and 2, ~~one hundred dollars (\$100)~~ **one hundred and seventy five (\$175)** per student, per month; and

For students 3, 4 and 5 an additional ~~one hundred and fifty dollars (\$150)~~ **two hundred and twenty five (\$225)** per student, per month; and

For students 6 or more, an additional ~~two hundred dollars (\$200)~~ **two hundred and seventy five (\$275)** per student, per month.

The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the monthly compensation under this section. If the enrollment is nine (9) school days or less, the monthly compensation shall be prorated.

8.3.7.3 Beginning in the 2019-2020 school year in grades 9 to 12, when a unit member has a total number of student contacts in General Education classes that exceeds 160, the district shall compensate the unit member as follows:

For students 1 and 2, ~~one hundred dollars (\$100)~~ **one hundred and seventy five (\$175)** per student, per month; and
For students 3, 4 and 5 an additional ~~one hundred and fifty dollars (\$150)~~ **two hundred and twenty five (\$225)** per student, per month; and
For students 6 or more, an additional ~~two hundred dollars (\$200)~~ **two hundred and seventy five (\$275)** per student, per month.

The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the monthly compensation under this section. If the enrollment is nine (9) school days or less, the monthly compensation shall be prorated.

8.3.7.4 Beginning with the 2021-2022 school year, the District will implement the following Special Education class sizes:

Class Title	Preschool	Elem	JHS	HS	Adult
ECSE	12				
SDC-MM		12	14	20	
SDC-MS		10	12	12	
SOC-AUTISM		10	12	12	
SDC-CEC		10	10	12	
Academic Work Experience (AWE) Class - MM				18	
Adult Transition Class					18

8.3.7.4.1 The District and PEA recognize that enrollment and class sizes routinely fluctuate during the first five weeks of school. The District shall make

every reasonable effort to meet the above class sizes (8.3.7.4). Up to two (2) additional students may be added to the class sizes above when required by law or student or program need.

8.3.7.4.2 In the event that SDC class size exceeds, or continues to exceed, those set forth in section 8.3.7.4 above by more than two (2) students from the first day of school, the District must notify the Association of any unit member affected by this provision and must meet and confer on any class size exceeding two additional students over the above class sizes.

8.3.7.4.3 After the third Monday after school begins, the District shall compensate the member for any overage under section 8.3.7.4 above, as follows below. When calculating overage, students who have not yet attended school for the year will not be counted in the overage totals, even though they may still be listed on the class roster.

Number of Students Over the Target	Compensation Per Month
1 to 2	\$325.00 per student
3 to 5	\$550.00 per student

1. Any placement over two (2) students requires the signed agreement of the teacher.
2. The students(s) must be enrolled on the teachers roster at least ten (10) school days in the month for the unit member to receive the full monthly compensation or, if enrollment is nine (9) school days or less in the month, the monthly compensation shall be pro-rated based on the number of days of enrollment.
3. The District and the Association shall meet periodically to review the tracking form for the overages and timelines.

8.4 The District shall make every reasonable effort to place special education students equitably at each school site, and the parties recognize that home school location, designated services in an IEP, and other factors, such as location of services in the district take precedence.

8.5 Case Load Maximums

8.5.1 No Resource Specialist shall have a caseload which exceeds 28. "Caseload" shall include all students who have been identified through an active Individualized Educational Program and for whom the Resource Specialist provides instruction and services.

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8.5.2 The District shall make every reasonable effort to maintain the recommended caseload of 55 for Speech Language Specialist. At no time shall any Speech Therapists' case load exceed 65.


8.4	The District shall provide to the Association a report of mid-year enrollment for each classroom and each class period at each school site by October 15 and February 15 of each school year. At any time, the Association believes that an imbalance may exist, the Association may request, and shall receive from the District within 5 working days, the enrollment report for each classroom and class period for the requested site.
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8.5	Class Size Task Force: The parties agree to form a Labor/Management task force to review class size issues during the life of this contract.
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For the Association:

For the District:


Celia Medina-Owens
PEA President


Zachary Kahn
Asst. Superintendent

Date: 4/28/25

Date: 4/28/2025

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