Pittsburg Education Association Proposal # 1 Date10.26.26 Time 1:06 PM

ARTICLE 12- EMPLOYEE BENEFITS

Pittsburg Education Association proposes status quo for Article 12 – Employee Benefits.

BLANK

ARTICLE 27 – INTERNATIONAL DACA/TPS EDUCATORS

27.1 Purpose and Intent

27.1.1 The District and the Association recognize the valuable contributions of international educators in enriching the educational experience of our students and enhancing cultural exchange. This Article is intended to ensure the respectful and fair treatment of international educators and to provide a framework of support that helps them integrate effectively into the District, the Association, and our community.

27.1.2 For purposes of this Article, an "international educator" is a certificated employee recruited by the District or its agents/representatives, from outside the United States, and employed by the District under an H-1B visa in order to provide ongoing educational services to students within the District. Sections 27.2 through 27.7 apply to international educators employed under an H-1B visa. Section 27.8 applies to unit members with DACA or TPS status, as defined in that Section. 27.2

27.2 Ethical Recruitment Standards

27.2.1 Transparent Recruitment Practices: All recruitment agencies or intermediaries engaged by the District, whether in the United States or abroad, to recruit international educators on the District's behalf shall adhere to ethical recruitment standards, including full transparency to potential employees regarding any contract or binding agreement between the recruited educator and the recruitment agency, and regarding employment conditions in the District. As a condition of engagement, any recruitment agency contracted by the District or its agents/representatives shall sign and agree to a copy of this Article.

27.2.2 Review of Recruitment Agencies: Each year before May 1, the District and the Association shall meet and consult with a local civil and human rights non-governmental organization, such as the Filipino Community Center or the Asian Pacific American Labor Alliance, SF Bay Chapter, to review and assess any foreign or U.S.-based agency or representative that the District intends to engage to procure educators for employment in the District. The District shall contract only with agencies or representatives approved in writing by the Association prior to July 1 of each year.

27.2.3 Prohibition of Recruitment Fees: International educators shall not be required to pay recruitment, placement, or administrative fees to any recruitment agency, labor contractor, law firm, or any other third party as a condition of their employment with the District. Any such costs improperly charged to an international educator, whether in the United States or abroad, shall be borne by, or promptly reimbursed by, the District.

27.2.4 Contract Clarity and Review: The District shall ensure that all employment contracts offered to international educators are clear, are provided in the educator's native language or a language they fully understand, and are reviewed with the educator prior to acceptance. Any employment contract offered to an international educator shall be concurrently shared with the Association for review. Should the District enter into an employment agreement with an international educator that has not previously been provided to the Association for review, such agreement shall be null and void unless and until the Association provides its written approval.

27.2.5 Expeditious Hiring: In order to secure educators for our students, the District shall move expeditiously to formalize the hiring of international educators, especially those slated to work in dual language immersion programs or other hard-to-fill assignments.

27.3 Onboarding and Integration Support

27.3.1 Relocation Assistance: (a) The District shall provide a relocation stipend of no less than $1,500 to each international educator within two (2) business days of their arrival in the United States to offset costs related to H-1B visa acquisition, travel, and housing arrangements. (b) The District shall provide suitable housing, one (1) housing unit per family, to each international educator upon arrival in the United States until two (2) weeks after receipt of the educator's first full month's pay. (c) The District shall pay up to $200 toward fingerprinting and up to $200 toward vaccinations for each international educator upon their arrival in the United States.

27.3.2 Orientation Program: The District shall implement a robust and timely orientation program, on paid time, for international educators within thirty (30) days of their arrival in the United States. The orientation shall include: (a) An overview of U.S. and District-specific labor and employment laws; (b) Cultural orientation to help with community integration; (c) An explanation of contractual rights and responsibilities under this Agreement; and (d) A civil and human rights presentation by the Asian Pacific American Labor Alliance (SF Bay Chapter), the Chinese Progressive Association, the Filipino Community Center, or another similar community-based organization mutually agreed to by the parties.

27.3.3 Mentorship Program: Each international educator shall be paired with a mentor teacher to support professional and personal acclimatization during their first year in the District. Mentor assignments shall be coordinated with the District's new teacher support programs, including the Beginning Teacher Support and Assessment (BTSA) program, where applicable.

27.3.4 Prohibition on Family Separation: If the District recruits two (2) international educators who are married to each other, the District shall not non-reelect either spouse until their second year of service at the earliest, and shall notify the Association President by December 10 of any intent to non-reelect and thus separate the family.

27.4 H-1B Visa Support

27.4.1 Sponsorship and Legal Support: The District shall sponsor each international educator for an H-1B visa and shall bear one hundred percent (100%) of the costs of H-1B sponsorship, including all petition filing fees, attorney fees, and other related legal fees. The District shall timely file all H-1B petitions required to begin or continue an international educator's employment, including extensions, amendments, and transfers, and shall bear one hundred percent (100%) of the costs of each. No such cost shall be charged to the international educator.

27.4.2 H-1B Advocacy: The District shall designate a trained liaison on District Human Resources staff to be a consistent point person for support to international educators in navigating the H-1B process and work authorization. This person shall also be trained to be a liaison and advocate for each international educator in the pursuit and achievement of a clear California teaching credential. The liaison shall make all reasonable efforts to reply to all calls and emails from international educators within two (2) business days.

27.4.3 H-1B Counsel: The District shall consult with the Association to secure an established and local immigration law firm to handle all H-1B petitions and related proceedings. An administrative employee familiar with H-1B proceedings shall be designated as liaison between counsel and international educators. The District shall provide written updates to the Association President, at least quarterly, on the status of all current H-1B petitions for unit members.

27.4.4 Eligibility for Sponsorship: In order to qualify for District sponsorship for an initial H-1B visa, potential unit members are required to possess a valid teaching credential. In order to remain eligible for continued sponsorship, unit members must obtain a valid preliminary or clear California teaching credential required for their assignment within the timeframe required by applicable law.

27.4.5 Written Guidelines and Status Reporting: The District shall provide unit members being sponsored for H-1B visas with clear written guidelines indicating their responsibilities during the petition process. These guidelines shall be provided upon hire and shall include, at a minimum: (a) Requirements to qualify for District sponsorship for an H-1B visa; (b) Materials that must be submitted by unit members to the District or immigration authorities, along with deadlines for submission; (c) Any conditions required by the District or immigration authorities to remain eligible for sponsorship; (d) Time frames by which the District will process related petitions if a unit member qualifies for sponsorship; and (e) The customary or expected timelines for acquiring an H-1B visa, with any changes in timelines communicated as soon as possible to affected unit members.

27.4.6 The District shall maintain the status of all H-1B petitions, indicating the dates of all recent actions and deadlines for upcoming actions, and shall make this status available to any unit member the District is sponsoring. Sponsored unit members shall be informed no less than quarterly of the status of their pending petitions, including any actions required of the unit member. The District shall be responsible for informing unit members of upcoming deadlines and for meeting all requirements as a sponsoring employer in a timely manner. The District shall also provide the unit member with the original approval notice.

27.4.7 All standard fees and legal costs for H-1B visas, as required to work in the District, shall be paid directly by the District. Should the H-1B process be delayed through an error for which the unit member is not at fault, the District shall receive input from the Association regarding a solution that minimizes any adverse impacts on the unit member.

27.5 Protections Against Exploitation

27.5.1 Prohibition of Retaliation and Coercion: The District shall not engage in or condone coercive practices, including threats of termination linked to immigration status (including H-1B, DACA, or TPS status) or undue contractual obligations.

27.5.2 Reporting Mechanisms: International educators shall have access to a secure and anonymous process to report exploitation, harassment, or unfair treatment without fear of reprisal.

27.5.3 Annual Review of Recruitment Practices: The District and the Association shall jointly review international recruitment practices in May of each year to ensure compliance with this Article and to address any emerging concerns. At this meeting, the District shall indicate to the Association its intentions, if any, to recruit international educators for the following school year.

27.6 Professional Equity and Development

27.6.1 Fair Compensation and Benefits: International educators shall receive the same compensation and benefits, including health insurance, professional development opportunities, and retirement contributions, as all other bargaining unit members, in accordance with Article 12 (Employee Benefits) and Article 13 (Salary).

27.6.2 Equitable Treatment: Non-citizen unit members shall be treated in the same manner as all other employees of the District. Consistent with Article 24 (Non-Discrimination), there shall be no discrimination against non-citizen unit members in terms of wages, benefits, assignments, designation of probationary to permanent status as set forth in the law, or other working conditions under the terms of this Agreement.

27.6.3 Pathways to Credentialing and Advancement: The District shall provide financial and logistical support for international educators to attain California teaching credentials, certifications, and other professional advancements.

27.7 Association Representation

27.7.1 Association Orientation: International educators shall be provided with information about the Pittsburg Education Association, including membership opportunities and union rights, during their onboarding process. In addition to the new hire orientation provided under Article 3.2, the Association shall be granted an orientation session with each and every international educator for one-half (1/2) of a paid work day, within forty-five (45) calendar days of the educator's arrival in the District.

27.7.2 Notification of Arrival: The Association shall be notified in writing within twenty-four (24) hours of the arrival in the United States of each international educator, including an address, personal email, and phone number at which each may be contacted. 27.7.3 Advocacy and Support: The Association shall work closely with international educators to ensure their voices are represented in District decision-making processes and in Association governance structures. 27.8 Educators with DACA or TPS Status 27.8.1 Scope: This Section applies to any unit member who is authorized to work in the United States under Deferred Action for Childhood Arrivals (DACA) or Temporary Protected Status (TPS) ("DACA/TPS educator"). The rights in this Section are in addition to all other rights under this Agreement and apply whether or not the unit member was recruited under Section 27.2. Sections 27.2 through 27.4 do not apply to DACA/TPS educators unless they are also international educators.

27.8.2 Equal Treatment: DACA/TPS educators shall be treated in the same manner as all other unit members with respect to hiring, wages, benefits, assignments, designation of probationary to permanent status as set forth in the law, and all other working conditions under this Agreement. Consistent with Article 24 (Non-Discrimination), a unit member's DACA or TPS status shall not be the basis for discipline, non-reelection, or any other adverse action, except where federal law requires otherwise.

27.8.3 Confidentiality: The District shall not inquire into, record, or disclose a unit member's DACA or TPS status or other immigration information except as required by law. The District shall not provide immigration-related information about any unit member, or access to non-public areas of District facilities, to immigration enforcement authorities except as required by a valid judicial warrant, subpoena, or other legal requirement. If the District receives any such request or notice of an inspection of employment eligibility records, it shall notify the affected unit members promptly, and in any event within the time required by law, and, with the consent of the affected unit member, the Association.

27.8.4 Work Authorization Renewal Support: (a) The District shall notify each DACA/TPS educator in writing no fewer than one hundred eighty (180) days before the expiration date of the educator's work authorization document on file with the District, and shall provide a general statement of the District's reverification requirements. The District shall accept any document that is acceptable under federal law and shall not require specific or additional documents. (b) DACA/TPS educators shall be granted up to two (2) days of paid release time per renewal, not charged to any leave balance, to attend appointments, biometrics, attorney consultations, and other activities required to renew or re-register their status or work authorization. (c) The District shall pay, or promptly reimburse, one hundred percent (100%) of the filing fees and reasonable legal fees for each DACA renewal, TPS re-registration, and related application for employment authorization of a DACA/TPS educator. (d) The District shall make immigration legal consultation available to DACA/TPS educators at no cost to the educator.

27.8.5 Lapse or Delay in Work Authorization: If a DACA/TPS educator's work authorization lapses, or cannot be reverified, despite a timely renewal filing or for reasons outside the educator's control: (a) The District shall not terminate, discipline, or non-reelect the unit member on that basis. Upon request, the unit member shall be placed on an unpaid leave of absence, and may elect to use any accrued paid leave to which they are otherwise entitled under this Agreement. (b) The unit member shall retain seniority and step placement, and the leave shall not constitute a break in service. The unit member shall have the same rights to continue benefits during the leave as are available to other unit members on unpaid leave under this Agreement and applicable law. (c) Upon presentation of renewed work authorization, the unit member shall be reinstated within ten (10) working days to the same position and site, if it remains available, or to a comparable position. (d) Where federal law or a federal notice automatically extends work authorization, the District shall honor the extension and shall not place the unit member on leave.

27.8.6 Changes in Law or Program: If DACA or a TPS designation is terminated, suspended, or materially changed such that unit members lose work authorization, the District and the Association shall meet within ten (10) working days to bargain the effects and to explore available options, including leave under Section 27.8.5, reassignment, and District sponsorship of an H-1B visa under Section 27.4 where the unit member is eligible.

27.8.7 Representation: A DACA/TPS educator shall have the right to have an Association representative present at any meeting with the District concerning the educator's work authorization, status, or employment eligibility documents.

27.9 Review and Enforcement

27.9.1 In order to ensure compliance with this Article, this Article shall be jointly monitored by the District, the Association, and the Asian Pacific American Labor Alliance (SF Bay Chapter), the Chinese Progressive Association, the Filipino Community Center, or another similar community-based civil and human rights organization mutually agreed to by the parties.

27.9.2 Alleged violations of this Article shall be subject to the grievance procedure set forth in Article 4 (Grievances).

BLANK