



Article 11 The sources outline several safety mandates that define the working conditions for employees, particularly certificated staff within the Pittsburg Unified School District. These mandates cover general safe working environments, emergency preparedness, and protocols for addressing incidents like assaults or violent student behavior.

Key safety mandates include:

Safe Working Environment

- Bargaining unit members shall not be required to work in unsafe conditions or perform tasks that endanger their health, safety, or well-being.
- The District shall comply with all safety requirements imposed by proper authority, such as the fire marshal and CalOsha.
- Upon a report of unsafe conditions, the District shall investigate within three (3) workdays and, if necessary, initiate corrective actions within five (5) workdays to provide safe conditions.
- Before the first student attendance day of each school year, the District shall provide, publish, and post rules for safety and accident prevention.
- The District shall provide protective devices and safety equipment where required for the safety of employees and the conduct of educational programs, and inform unit members of their location.
- The Superintendent or designee shall consult with the Association representative regarding regulations for employee safety.
- The Superintendent or designee is responsible for distributing safety rules and appointing a District safety officer. Each site administrator will inform unit members of the Site Safety Liaison's identity by the first student day.
- 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 are used, their names must be made available in advance, and application should occur when employees and pupils are not present.



Emergency Preparedness and Equipment

- ☐ **Each classroom shall be provided with fully stocked first aid kits with basic supplies and disaster materials by the first teacher workday.**

- ☐ Disaster preparedness materials such as blankets, bullhorn, radios, water, and food packages must be available at the school site, and perishables replaced before expiration.
- ☐ The District intends for each classroom to have telecommunications equipment (walkie-talkies) for safety issues, with written instructions provided on their use. Functional replacements for non-functional equipment shall be provided within five (5) work days of notice, unless ordering is required.
- ☐ Each school site shall post an emergency preparedness flip chart in each classroom and in unit members' workspaces.
- ☐ An electronic and hard copy of the school site safety plan and emergency operation plan shall be provided 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 of each school year, and any new changes communicated within five (5) working days.
- ☐ Unit members assigned a duty within the emergency operation plan must be trained regarding that assigned duty during the duty day within the first thirty (30) workdays of each school year.
- ☐ The site plan shall be updated annually.

Assault and Student Behavior Protocols

- Bargaining unit members shall immediately report any incident of attack, assault, or menace where they are a victim or witness to their supervisor (within 24 hours if not immediate). The supervisor shall report the incident to the appropriate enforcement authority and the Superintendent's office.
 - If a student commits a physical threat/assault or possesses a weapon, the unit member may request immediate removal of the student, and the administrator shall promptly arrange for student removal. The student may only be returned after the administrator determines it appropriate and informs the unit member of any consequences given.
 - The District shall take all appropriate steps required under law to protect unit members against attack, assault, or menace while at work.
- ☐ Unit members working with students with a documented history of causing serious bodily injury shall be informed electronically within five (5) workdays of the District receiving such information.
- ☐ Each site shall have a binder with records of students who have committed violent acts (per Education Codes 49079), updated monthly, accessible to all unit members in the site office. All unit members also have electronic access to review this data for students they teach or provide direct services to. This information must be kept confidential.

- ☐ All unit members shall be trained on how to access electronic data regarding student violent acts within the first thirty (30) days of each school year.
- ☐ Unit members are encouraged to voluntarily participate in assault prevention training at no cost if they work with students prone to violent behavior.

Summary of Working Hours (Article 6 - Hours of Employment)

General Workday Responsibilities: The normal workday for classroom teachers includes, but is not limited to, lesson preparation and classroom instruction. Unit members are expected to be available during the contracted workday for student supervision, remedial/special assistance, and school-home communications through conferences. Other activities that may extend the day, but do not occur daily, include faculty meetings, in-service training, parent conferences, student activity supervision, and parent/community/school meetings.

- **Faculty Meetings:** Faculty meetings require a written agenda provided at least two work days prior to the meeting. They should not occur more than once every other week and should not exceed sixty (60) minutes past contract hours.
- **Elementary Teacher-Driven Collaboration:** Beginning September 2017, and four times per year, elementary school sites have one hour of teacher-driven collaboration time, aligned with District educational goals. Agendas and logs for these meetings are developed by unit members and provided to the site administrator two days in advance. These meetings end at the contracted workday and do not extend the day. The four dates are identified by August 31st and fall on weekly early release days.
- **In-Service Trainings:** All in-service trainings outside the workday are voluntary and paid.
- Every other month up to 4 times per year, one (1) hour of classroom teacher, all Special Day Class (SOC) 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
- Special Education teachers Pre-K through Adult Education shall be entitled to up to two (2) release days, within the student calendar year to conduct assessments, write reports, and prepare for IEP or 504 meetings. These days must be requested at least three (3) days in advance and approved by the direct supervisor.

Specific Workday Lengths:

- **Preschool and Children Center Teachers:** The workday is **seven (7) hours and thirty (30) minutes**.
- **Elementary (TK-5) Teachers:** The workday is **six (6) hours and fifty (50) minutes**. This accommodates both slip and non-slip time schedules for students in grades 1-3.
- **Junior High (6-8) and High School (9-12) Teachers:** The workday is **seven (7) hours and twenty-five (25) minutes**.
- **Adult Education Teachers:** Their workday is determined by the number of classes assigned. They are paid at their hourly rate for District-provided professional development.

- **Non-Classroom Bargaining Unit Members:**
 - **Librarians, Work Experience Teachers, and Counselors (Junior High and High School):** The workday is the same as classroom teachers at their site. Secondary counselors and site administrators may mutually agree to a flexible workday, not exceeding thirty (30) minutes beyond the regular workday.
 - **Psychologists, Behavior Specialists, and Speech Therapists:** The workday is **eight (8) hours**, including a forty-five (45) minute duty-free lunch. Beginning and ending times are determined by mutual agreement with the site principal.
 - **Resource Specialists, Reading Specialists, Literacy Coaches, and Teachers on Special Assignment:** Their workday is the same as bargaining unit members at the site where they spend the majority of their work week.
 - **Other Job Titles:** Workday determined by the immediate supervisor or principal, not to exceed **eight (8) hours**, including a thirty (30) minute duty-free lunch (or forty-five minutes for those with an 8-hour workday).
- **Adjustments:** Beginning and ending times for the workday, but not its length, may be adjusted by the principal or immediate supervisor. Mutual agreements for flexible workdays (not exceeding one class period beyond the workday) are allowed. Changes to the length of the workday or impact on instructional minutes not covered by agreements require bargaining.
- **Shortened Days:** On days without pupils, emergency release days, or shortened instructional days, the workday remains the same as the regular teaching day unless otherwise noted.
- **Lunch Periods:** Elementary and special education preschool teachers receive one duty-free lunch of no less than **fifty (50) minutes**. Junior high and high school teachers receive one duty-free lunch of no less than **thirty (30) minutes**.

Preparation and Planning Time:

- **TK: ratio 10:1 Combo classes (like $\frac{3}{4}$)** follow TK–3 rules and have specific exceptions
- **Kindergarten and Transitional Kindergarten:** Three (3) forty-five (45) minute preparation periods per five-day week (totaling 135 minutes), provided when students are not in attendance.
- **Elementary (Grades 1-5) Self-Contained Regular and Special Education Classrooms and Prep Teachers:** Equivalent of three (3) 45-minute preparation periods per five-day week (totaling 135 minutes).
- **Junior High (6-8):** One (1) unassigned period per day for preparation and planning. The fifteen minutes before school is non-instructional time. An additional 30 minutes of non-instructional time is dedicated to enhancing educational programs, collaboratively planned at each site.
- **High School:** One (1) unassigned period per day for preparation and planning.
- **Adult Education:** Preparation time is compensated at their hourly rate: 1 hour/week for 30-40 teaching hours, 45 minutes/week for 20-29.5 teaching hours, and 30 minutes/week for 1-19.5 teaching hours. This is non-instructional time.

Summary of Work Year (Article 16 - Work Year)

- **Standard Work Year:** The calendar includes **one hundred eighty (180) teaching days** for all employees, plus **two (2) workdays** for all unit members, and **three (3) mandatory staff development days**.
- **Additional Work Days for Specific Positions:**
 - **Secondary Counselors, School Psychologists, Speech and Language Therapists, and Work Experience Teachers:** Ten (10) additional workdays. Counselors may flex up to five (5) days, and specialists up to seven (7) days, with supervisor agreement.
 - **Part-time Counselors:** Ten (10) additional workdays for those working fifty percent (50%) or more; five (5) additional workdays for those working less than fifty percent (50%).
 - **Resource Management Teachers and Elementary Counselors:** Five (5) additional workdays.
 - **Certificated Librarians:** Their work year may be adjusted by up to four (4) calendar days, to be performed before or after the approved work year, with an equal number of compensatory work days taken during the year of adjustment by mutual agreement.
- **Staff Development Days:** These three mandatory days are compensated by a 1.5% increase to salary schedules. Leaves on these days are limited to illness, bereavement, and jury duty; otherwise, a daily per diem is docked. Content is site-specific or district-wide, determined by staff and administration, or a joint committee.

Summary of Class Size (Article 8)

The Pittsburgh Unified School District and the Pittsburgh Education Association have established specific class size limits and conditions, including provisions for overages and special programs.

General Class Size Ratios (Beginning July 1, 2000):

(For elementary classes the class maximums include P.E., Music, Art, Dance, EL classes)

- TK: 10:1
- **Kindergarten (K):** 26 to 1 Maximum
- **Grades 1 – 3:** 26 to 1 Maximum
- **Grades 4 – 5:** 34 to 1 Maximum
- **Grades 6 – 8:** 32 to 1 (School Average)
- **Grades 9 – 12:** 30 to 1 (School Average)
- **Continuation Schools:** 20 to 1
- **Community Day Program:** 20 to 1
- **Secondary PE -** 50:1 Maximum

Transitional Kindergarten (TK) through 3rd Grade and Combination Classes:

- An alternatively bargained agreement implemented **Grade Span Adjustment (GSA)** beginning in the 2014-2015 school year, setting a **school site grade level average of 24 to 1 for TK – 3**.
- The District may revert to the class sizes specified in Article 8.1.1 (30:1 maximum) if GSA funding is eliminated, reduced, or suspended. If this occurs, either party can request negotiations to reopen class size averages and maximums for TK-3.
- For the term of this agreement, the **class size maximums for TK through 3rd grade and ¾ combination classes are allowed to go up to 26 students per class**.
- **¾ combination class size averages will follow TK-3 grade averages**, and Article 8.2 (combination class maximums) is suspended for these classes during this agreement.
- School site averages for TK through 3rd grade (including ¾ combination classrooms) are computed by adding all students in these grades/classes and dividing by the number of such classes, effective on or after October 1st of each school year.
- Article 8.3, which allows exceeding class maximums by two, does not apply to grades K-3 unless the provisions of Article 8.1.2.1 (reversion due to GSA funding changes) apply.

Conditions for Exceeding Class Maximums:

- If enrollment increases sufficiently at midyear, additional teachers may be added.

Special Education Caseloads and Class Sizes:

- **Resource Specialists:** Caseload shall not exceed **28 students**. (MOU with overage pay)
- **Speech Language Specialists:** The District will make every reasonable effort to maintain a recommended caseload of **55**, but at no time shall it exceed **65**.
- The District aims to place special education students equitably at each school site, acknowledging that factors like home school, IEP-designated services, and location of services take precedence.
- **Specific Special Education Class Sizes (Beginning 2021-2022):**
 - **Preschool ECSE:** 12 (AM) 12 (PM)
 - **SDC-MM (Elementary):** 12
 - **SDC-MM (Junior High):** 14
 - **SDC-MM (High School):** 20
 - **SDC-MS (Elementary):** 10
 - **SDC-MS (Junior High):** 12
 - **SDC-MS (High School):** 12
 - **SOC-AUTISM (Elementary):** 10
 - **SOC-AUTISM (Junior High):** 12
 - **SOC-AUTISM (High School):** 12
 - **SDC-CEC (Elementary):** 10
 - **SDC-CEC (Junior High):** 10
 - **SDC-CEC (High School):** 12
 - **Academic Work Experience (AWE) Class - MM:** 18

- **Adult Transition Class: 18**
- **Overage for Special Education Classes:** Up to two (2) additional students may be added to the above class sizes if required by law or student/program need. If a Special Day Class (SDC) size exceeds these limits by more than two students from the first day, the District must notify the Association and meet and confer.
- **Compensation for SDC Overage (After third Monday of school):**
 - **1 to 2 students over target: \$325.00 per student per month.**
 - **3 to 5 students over target: \$550.00 per student per month.**
 - Any placement over two (2) students requires the signed agreement of the teacher.
 - Compensation is prorated if a student is enrolled for nine (9) school days or less in the month.

Class Size Balancing and Reporting:

- 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.**
- The District provides the Association with a **report of mid-year enrollment for each classroom and class period by October 15 and February 15** annually.
- If the Association believes an imbalance exists, it may request and shall receive an enrollment report within five (5) working days.

Compensation for General Education Class Size Overages (Grades 6-12):

- Applies to General Education classes (those not included in Appendix E) starting on the fifth (5th) Monday after the first day of school each year (beginning 2019-2020).
- **Grades 6 to 8:** When a unit member has a total student contact exceeding **170**:
 - For students 1 and 2 overage: **\$175 per student per month.**
 - For students 3, 4, and 5 overage: An **additional \$225 per student per month.**
 - For students 6 or more overage: An **additional \$250 per student per month.**
- **Grades 9 to 12:** When a unit member has a total student contact exceeding **160**:
 - For students 1 and 2 overage: **\$175 per student per month.**
 - For students 3, 4, and 5 overage: An **additional \$225 per student per month.**
 - For students 6 or more overage: An **additional \$250 per student per month.**
- Compensation is prorated if the student is enrolled on the teacher's roster for less than ten (10) school days in the month.

Adjunct Duties-Supervision Duties at the Secondary Level

- Definition: Adjunct duties are defined as activities that extend a bargaining unit member's regular workday and must involve the supervision of students. This indicates they are responsibilities beyond the standard teaching hours that require direct oversight of students.

- Compensation: Up to ten (10) points of supervision duties in a school year shall be uncompensated. After providing ten (10) points of supervision duties bargaining unit member shall be at the hourly rate of pay (article 13). One hour equals one point.
- "points" earned for supervision duties:
 - A Class Advisor receives six (6) points. Class advisory with more than two (2) advisory will be prorated.
 - Club Advisor receives six (6) points. Clubs with more than one advisor will be prorated accordingly.
 - For other supervision events, points are earned based on specific criteria, such as one (1) point per hour/per event supervised until 7:00 p.m.. If an event occurs after 7:00 p.m. or on Saturdays, or at any event prior to the first instructional day of the school year, it earns two (2) points per hour/per event supervised.
- Assignment Level: These specific "adjunct duties" as defined and compensated by points are assigned at the high school level.
- Assignment Process:
 - Prior to the teacher's last workday of the school year, the principal or his/her designee develops a list of supervision duties for the upcoming school year.
 - This list must contain details such as the anticipated number of hours per event and the anticipated number of points per event, along with the total points needed for each event.
 - The completed list of adjunct duties is given to each unit member at the high school for review, and suggestions/corrections can be forwarded to the principal or designee.
 - Bargaining unit members shall be notified when and where the agreed-upon list of after-school supervision assignments will be posted.
 - Bargaining unit members have one week to self-select their preferred adjunct duties.
 - The principal or his/her designee will review and analyze the resulting list to ensure equity and adequate coverage, making appropriate adjustments where needed.
- **Assigned Supervision Duties at the Elementary Level:**
 - Equity and Self-Selection: Every effort is made to assign bargaining unit members an equal number of assigned supervision duties at the elementary site. Bargaining unit members have the opportunity to self-select their preferred supervision duties **during contracted workday**.
 - Assignment Process:
 - Prior to the teacher's last workday of the school year, the principal or their designee develops a list of supervision duties for the upcoming school year.

- This list must contain details such as anticipated events, proposed dates, the number of bargaining unit members needed, the anticipated number of people needed.
- The completed list is provided to each unit member for review, and suggestions or corrections can be forwarded to the principal.
- Bargaining unit members are notified when and where the agreed-upon list will be posted and then have one week to self-select their preferred duties.
- The principal or designee reviews and analyzes the selections to ensure equity and adequate coverage, making adjustments as needed.
- The emphasis for elementary is on equitable distribution.