

**PEA**

**MASTER AGREEMENT**

**Between the**

**PITTSBURG UNIFIED SCHOOL DISTRICT**



**AND**

**PITTSBURG EDUCATION ASSOCIATION**



**JULY 1, 2017 – JUNE 30, 2020**

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## **ARTICLE 1 - AGREEMENT**

- 1.1** The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Pittsburg Unified School District, hereinafter referred to as “District”, and the Pittsburg Education Association/CTA/NEA hereinafter referred to as “Association”.
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3543-549.3 of the Government Code (“Act”).
- 1.3** The term “Agreement” as used herein means the written agreement provided under Section 3540.1 h) of the Government Code.
- 1.4** This Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020. Reopener FY 2018-2019 on Salary and Benefits and two (2) Articles each. Class Size may not be opened in 2018-2019. Reopener FY 2019-2020 on Salary and Benefits and two (2) Articles each.
- 1.5** **Negotiations Procedure Agreement**
  - 1.5.1** After March 1, the District shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be produced in writing and signed by them.
  - 1.5.2** Either party may utilize the services of outside consultants to assist in the negotiations. Each party will, as a courtesy, advise the other party as to the presence of outside consultants prior to each negotiation session.
  - 1.5.3** The District and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.
  - 1.5.4** Negotiations shall take place at a mutually agreeable time and place (preferably during the regular school day).
  - 1.5.5** The agenda for the following meeting shall be mutually established at the end of the negotiation session.
  - 1.5.6** Each party shall provide its own secretarial (note taking) services. There shall be no official minutes kept of negotiation sessions.
  - 1.5.7** The Association may designate up to five (5) representatives who shall each receive a sufficient number of hours of release time without loss of compensation to attend negotiations and impasse proceedings.
- 1.6** **Association Request for District Information**

- 1.6.1 The District shall furnish the Association, upon request, with copies of designated county and state required reports including budgetary and other information that is necessary for the Association to fulfill its role as exclusive bargaining representative as soon as it becomes available.
- 1.6.2 The District, upon request, shall furnish the Association, within a reasonable period of time, a list of employees within the unit, their work locations and their salary placement. Upon request, the District will, within a reasonable period of time, provide the Association with an update to the original list provided.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees of the District - excluding management, confidential and supervisory employees, substitutes, and other casual employees who work less than 50% of the school year on a continued basis as certified by the Education Employment Relations Board, Case File No. SF-R-93 on December 1976.

## **ARTICLE 3 - ASSOCIATION RIGHTS**

- 3.1 The Association shall have the right to represent any bargaining unit member requesting representation in any actual or potential discipline or dismissal proceeding with the District. Prior to the meeting, any district administrator/supervisor that requests a unit member to attend a meeting that the administrator/supervisor knows may lead to potential discipline, the administrator/supervisor shall inform the unit member of their Weingarten Rights.

### **3.2 New Hire Orientations**

**3.2.1** The Association shall be entitled to one (1) hour of time during the duty day on the first day of the District's new Teacher's Orientation to meet with new unit members with regards to their rights and responsibilities as teacher and contract explanations. This one hour of time shall not be the duty-free lunch time.

**3.2.2** For any certificated employees hired after the District's New Teacher Orientation, the District shall provide the Association with one (1) hour during the work day to meet with new unit members with regards to their rights and responsibilities as teacher and contract explanations. This orientation for certificated employees hired after the District's new Teacher Orientation shall occur not later than ten days after hire. The District shall provide the release of one (1) unit member to conduct this union orientation with certificated employee(s).

**3.2.3** The District Administration shall not be in attendance during this Association hour as listed in 3.2.1 and 3.2.2 above.

**3.2.4** The District work year calendar shall state the day of the District's New Teacher Orientation. The Association President shall receive written notice by email

of the District's new Teacher's Orientation time at least three (3) weeks before the New Teacher Orientation date, if the date is not already set forth in the work-year calendar agreed upon by the Parties.

**3.2.5** The District shall provide the names, personal email addresses, and personal cell phone numbers on file with the District, and site assignment of all new hires within five (5) work days of Governing Board approval of Personnel Actions to the Association via email.

**3.2.6** The Association shall have access to the District's audio and visual equipment for presentation at the New Teacher Orientation.

## **ARTICLE 4 - GRIEVANCES**

### **4.1 Purpose**

**4.1.1** This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

**4.1.2** The purposes of this procedure are:

- A. To equitably resolve grievances informally at the lowest possible level.
- B. To provide an orderly procedure for reviewing and resolving grievances promptly.

### **4.2 Definitions**

**4.2.1** A "grievance" is an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of the Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law, by District policy or regulation or by terms of this Agreement are not within the scope of this procedure.

**4.2.2** A "grievant" is a member or members of the representation unit covered by this Agreement who file a grievance.

**4.2.3** A "day" is any day in which the District Office is open for business.

### **4.3 Time Limits**

**4.3.1** Every effort shall be made to complete actions within the time limits contained within the grievance procedure: time limitations may be shortened or extended by written stipulation of both parties.

### **4.4 Informal Level**

**4.4.1** Within ten (10) days after the event or circumstances occasioning the grievance, the grievant shall initially meet with her/his immediate supervisor/principal (or principal's designee) in an attempt to resolve the grievance informally.

**4.5 Level I**

**4.5.1** If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion.

**4.5.2** The formal document shall be a clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

**4.5.3** Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal (or principal's designee) shall investigate the grievance and give her/his decision in a clear, concise, written statement to the grievant.

**4.6 Level II**

**4.6.1** If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the superintendent or his/her designee. The grievant may file a copy with the Association.

**4.6.2** The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

**4.6.3** Within ten (10) days after the appeal is filed, the superintendent or his/her designee shall investigate the grievance and give his/her decision in a clear, concise, written statement to the grievant.

**4.7 Level III**

**4.7.1** If the grievance is not resolved to the satisfaction of the grievant at Level II, within ten (10) days of delivery to the grievant of the Level II decision of the Superintendent, PEA and the District may, by mutual agreement, request the California State Conciliation and Mediation Service (CSCMS) for the appointment of State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all parties to the mediation. All settlement agreements shall be non-precedential and shall constitute only a settlement of the particular grievance.

If there is no mutual agreement for mediation, the grievance moves to Level IV.

**4.8 Level IV**



- 4.8.1** If the grievant is not satisfied with the disposition of the grievance at Level III the aggrieved person may, within ten (10) days after a decision by the superintendent or his/her designee, request in writing, that the Association submits his/her grievance to arbitration. The Association, by written notice to the superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.
- 4.8.2** An impartial arbitrator shall be selected jointly by the Association and the District within fifteen (15) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Services shall be requested to supply a list of five (5) names; alternate names shall be stricken until only one name remains.
- 4.8.3** The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Any additional expenses shall be borne by the party incurring such expense.
- 4.8.4** The arbitrator shall have no authority to add to, delete, or alter any provision of the Agreement but shall limit the decision to the application and interpretation of its provisions.
- 4.8.5** The arbitrator shall rule upon the arbitrability of the issue prior to hearing the merits of the grievance.
- 4.8.6** After hearing the evidence, the arbitrator shall submit his/her findings and binding decision in writing to the District, the Association, and to the grievant.

#### **4.9 Miscellaneous**

- 4.9.1** Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.
- 4.9.2** Conference: Grievant shall have the right to a conference, upon request, at each level.
- 4.9.3** Records: All records of the proceedings shall be retained by the Human Resources Department in a separate file.
- 4.9.4** Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 4.9.5** Representation: Each party may be represented by a conferee at each stage of the grievance procedure.
- 4.9.6** Pay: A grievant and the conferee, if any, required by the District to be absent by reason of these grievance procedures shall not suffer any loss of pay. The processing of a grievance at the Informal Level, Level I and Level II shall occur prior to or after the instructional day. Exceptions may be agreed to by the grievant and the appropriate administrator.

- 4.9.7** Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 4.9.8** Initiate Grievance – Level II: If grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the superintendent or his/her designee.
- 4.9.9** Continue Duties: The grievant shall continue to discharge assigned duties and comply with the direction of the administration while the grievance is being resolved.
- 4.9.10** Forms: Forms for filing and processing grievances shall be prepared jointly by the District and the Association.
- 4.9.11** Grievance without Intervention: An employee may present a grievance without the intervention of the Association as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement, provided that he/she shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 4.9.12** Multiple Grievant(s): When the same grievance is filed by more than two grievant's, the Association shall be responsible for processing the grievance with no more than two such grievant's being provided release time for processing such common grievance at the arbitration level. The names of all grievant's shall appear on the grievance processing forms. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention as set out in Article 4.9.11, above.

## **ARTICLE 5 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 5.1** Any member of the bargaining unit who is a member of the Pittsburg Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessment in the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the member of the bargaining unit each month for ten (10) months. Deductions for members of the bargaining unit who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 5.1.1** Such deduction shall be made only upon submission of the Association form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.

- 5.1.2** The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- 5.1.3** The District shall provide each new bargaining unit certificated employee a membership application for PEA/CTA/NEA as a part of their beginning employment materials.
- 5.2** Any member of the bargaining unit hired after the date of the Agreement who is not a member of the PEA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment or by authorizing payroll deduction. Effective January 1, 1983, in the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education code section 45061 and in the same manner as set forth in first paragraph of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. The parties agree further to enforce this provision by utilizing the provisions of Government Code Section 3540.1 (I) 2.
- 5.3** Any such member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Pittsburg Education Association, CTA/NEA, as a condition of employment; except that such employees shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Sections 501 (c)(3) of Title 26 of the Internal Revenue Code:
- 5.3.1** Michael A. Becker Memorial Scholarship Fund
  - 5.3.2** Michael V. Valle Memorial Scholarship Fund
  - 5.3.3** Special Olympics
  - 5.3.4** Pittsburg Unified School District Schools
  - 5.3.5** Such payment shall be made on or before October 1 of each school year.
- 5.4** A unit member may make the payment to a charity specified in Article 5.3 in lieu of financial support to PEA/California Teachers Association/National Education Association through payroll deduction. Such monthly contributions shall continue until such time as the unit member rescinds the objection to financial support of PEA/CTA/NEA based on religious beliefs. Proof of payment pursuant to Paragraph 5.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 5.1 and 5.2 of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

- 5.5 Any member of the bargaining unit making payments as set forth in paragraphs 5.3 and 5.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.6 With respect to all sums deducted by the District pursuant to paragraphs 5.1 and 5.2 above, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 5.7 Employees who are currently Association members and those who subsequently join the Association shall maintain their membership for the duration of this Agreement.
- 5.8 The Association agrees to furnish any reasonable and necessary information needed by the District to fulfill the provisions of this Article.
- 5.9 Upon appropriate written authorization from the certificated employee, the District shall deduct from the salary of any certificated employee, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.
- 5.10 CTA agrees to indemnify and hold the District harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of this Agreement, or in the dismissal of any certificated employee pursuant to the Agency Fee provisions of this Agreement.
- 5.11 CTA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 8, shall or shall not be compromised, resisted, defended, tried or appealed.

## **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. 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 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 31<sup>st</sup>, 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.

**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 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 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.

**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 4<sup>th</sup>/5<sup>th</sup> 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** 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.

**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 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.
  - 6.2.2.4.6** 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**

Unit members shall be paid \$45.00 per hour for attendance at IEP meetings, 504 meetings, and SST meetings scheduled outside of the unit member's workday.

**6.3.1** Kindergarten: Bargaining unit members teaching 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 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.
- 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. 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

Unit members at the Adult Education Center who volunteer or are required to cover a class due to teacher absence or other reason, shall receive the Adult Education Class Coverage Rate of \$37.75 per hour. The process for securing

Adult Education class coverage 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 of \$37.75 per hour. Compensation for class coverage above fifteen (15) minutes shall be at the full Adult Education Class Coverage Rate of \$37.75 per hour.

**6.5 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.

## **ARTICLE 7 - LEAVES**

### **7.1 UNAUTHORIZED LEAVE**

**7.1.1** Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the District or misuse of approved leaves. Such leaves can result in loss of compensation and disciplinary action for employees.

### **7.2 SICK LEAVE**

**7.2.1** Each employee shall be entitled to sick leave with full pay up to ten (10) working days in each school term. Employees whose regular work year is more than the school year shall earn additional sick leave days pro-rated at the rate of one (1) sick leave day for each additional twenty (20) days worked. The unused portion of sick leave allowance shall be accumulative without limitation. The maximum amount of earned sick leave in any one year shall be twelve (12) days.

**7.2.2** Sick leave deduction shall be made for the portion of the normal workday that the employee is absent.

**7.2.3** Verification/Return from Sick Leave

**7.2.3.1** Following absences of more than three (3) consecutive days due to illness, a doctor's statement may be required before returning to work. Further, the District may ask for a medical verification of illness when there appears to be a pattern of absence(s).

**7.2.3.2** Employees returning to work from sick leave involving major surgery or illness shall be required to present a doctor's release verifying medical permission to return to work.

**7.2.3.3** Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected

disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional sick leave as set forth in Appendix D.

**7.2.4** If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his final warrant.

### **7.2.5 Differential Leave**

**7.2.5.1** When a bargaining unit employee is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during the absence, not to exceed the lowest daily rate paid to a substitute; or, if no substitute were employed, the amount which would have been paid to the substitute.

**7.2.5.2** The five (5) month differential pay period shall be consecutive following utilization of annual and accumulated sick leave.

**7.2.5.3** The five (5) month period is available per illness or per injury. This applies to extended illness or injury and not daily absences. The balance of a five (5) month period not utilized at the end of a school year shall be available at the beginning of the subsequent school year.

**7.2.5.4** A bargaining unit member returning from differential leave shall be reinstated to his/her former position upon request, except when educational needs weigh in favor of a temporary transfer or reassignment.

**7.2.5.5** If an employee is unable to return to work at the end of the five (5) month period, he/she shall be placed on a 39 month reemployment list (permanent employee) or a 24 month reemployment list (probationary employee).

**7.2.6** At the beginning of each school year, every employee shall receive a sick leave entitlement for the school year. The District shall provide each employee with a written statement of his accrued sick leave total and his sick leave entitlement for the school year. An employee may use his credited sick leave at any time during the school year.

**7.2.7** An employee may transfer accumulated sick leave according to the provision of the Education Code.

## **7.3 MATERNITY LEAVE**

**7.3.1** A certificated employee of the District who becomes pregnant may take a leave for maternity reasons. Leave for maternity reasons may be either paid

or unpaid.

**7.3.1.1 Paid Leave:** A certificated employee who is pregnant may utilize sick leave during the period of time she is disabled. Disability shall begin at the written request of the employee accompanied by a statement from a duly licensed physician indicating the period of time the employee shall not be physically able to perform her duties. The District may request an examination by a physician designated by the District to determine the ability of the employee to perform her duties. The determination of the District physician shall be final.

**7.3.1.2 Unpaid Leave:** Unpaid leave may be granted to pregnant employees:

- 7.3.1.2.1** At employee's request in lieu of employee utilizing sick leave.
- 7.3.1.2.2** To extend maternity leave beyond the period of disability.
- 7.3.1.2.3** Health benefits during unpaid leave may be continued if such unpaid leave does not exceed twenty (20) working days.
- 7.3.1.2.4** Health benefits may be continued beyond the twenty (20) days unpaid leave if the employee pays for premiums.

**7.4 CHILD REARING LEAVE:**

**7.4.1** See Health, Study, Child Rearing, and Other Leaves. Additional Parental Leave provisions shall be provided as set forth in Appendix D.

**7.5 ADOPTION LEAVE:**

**7.5.1** See Personal Necessity Leave.

**7.6 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

**7.6.1** Employees having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation as outlined below:

- A. A maximum of sixty (60) working days of industrial accident or illness leave is allowed in any one fiscal year for the same accident. This leave is not cumulative from year to year.
- B. Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of

authorized absence up to the maximum allowable amount.

- C. When industrial accident or illness leave has been exhausted, other type of available leave shall then be used.
- D. Periods of such leave shall not be considered as a break in service.
- E. During all periods of paid leaves of absence all wage loss benefit checks received by the employee shall be endorsed to the District. The District shall then issue the employee appropriate warrants for payment of normal wage or salary and shall deduct retirement and other authorized contributions.
- F. Upon termination of the industrial accident or illness leave, the employee shall be entitled to other benefits provided in Article VI and for the purpose of each of these provisions, absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, employee may elect to take as much of accumulative sick leave which, when added to temporary disability indemnity, shall result in a payment of not more than the full salary.
- G. While receiving benefits under this section, during periods of illness or injury, the employee shall remain within the state of California, unless the District authorizes travel outside the state.

## **7.7 PERSONAL NECESSITY LEAVE**

**7.7.1** In cases of personal necessity, an employee at his/her election may use up to seven (7) days of sick leave in any school year for any of the following:

- A. Death of a member of his/her immediate family. (Member of the immediate family as used in this section includes: mother, father parent substitute or legal guardian, grandmother, grandfather, spouse, registered domestic partner, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law of the employee, grandchild, any person or relative living in the immediate household of the employee or individual for whom the employee serves as a legal guardian. This leave may be in addition to bereavement leave.
- B. Accident, involving his person or property, or the person or property of a member of immediate family.
- C. Appearance in court as a litigant; or as a witness under an official order.
- D. Serious illness involving hospitalization of a member of the employee's immediate family or serious illness not requiring hospitalization of a

member of the employees' immediate family who resides with the employee.

- E. Paternity Leave - Seven (7) days.
- F. Adoption of a child by employee - Seven (7) days.
- G. Personal Business – Four (4) days for which no reason needs to be given and no prior approval is required. Unit members may take up to two (2) Personal Business days in a week without prior approval. Unit members may take more than two (2) days in a week with prior approval of site administrator or designee. Personal Business Leave taken the day before or the day after a District Calendared Holiday shall require prior approval of site administrator or designee.

**7.7.2** Should a personal necessity leave be necessary when an employee has insufficient accumulated sick leave, the salary deduction shall be the substitute's pay and the employee shall receive the difference between the pay to the substitute and regular salary of the employee. In no case shall the deduction be greater than what the employee earns.

**7.7.3** Personal necessity leave is not automatic but shall be requested, in writing, and submitted to the site supervisor upon return from such leave. (See 7.7.1.G for exception.) Personal necessity leave may be taken in one-half or full days only. Unit members who are in need of Personal Necessity of less than one-half day due to an emergency, shall only be charged the number of hours actually used.

**7.7.4** Special forms for request and verification of personal necessity leave shall be available in the principal's office in each building.

## **7.8 BEREAVEMENT LEAVE**

**7.8.1** An employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from sick leave.

**7.8.2** "Member of his/her immediate family" as used in this section means: the mother, father, parent substitute, legal guardian, registered domestic partner (as defined in 12.3.2 below) or any individual for whom the employee serves as a guardian, grandmother, grandfather or grandchild of the employee or of the spouse/registered domestic partner of the employee. The spouse/registered domestic partner, son, son-in-law, mother-in-law, father-in-law, daughter, daughter-in-law, sister-in-law, brother-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

**7.8.3** Verification may be required by site administrator within 30 days following leave being taken. Verification shall be in the form of letters, certificates of



death, obituaries, memorial cards and/or any other form of notice.

## **7.9 HEALTH, STUDY, CHILD REARING AND OTHER LEAVES**

**7.9.1** The School Board may grant a leave of absence without pay for health, study, child rearing and other reasons upon the recommendation of the superintendent.

**7.9.2** The superintendent may approve leaves of absence without pay for up to ten (10) days in duration. Requests for leaves without pay that exceed ten (10) days in duration may be submitted to the School Board. Such leaves shall not be approved for more than one year in duration.

**7.9.2.1** An extension of any leave of absence without pay may be approved by the School Board upon the recommendation of the superintendent.

**7.9.3** During the period of such unpaid leaves, health benefits may be continued with the premium being paid by the employee.

**7.9.4** Employees on leave without pay shall not earn sick leave or service credit.

## **7.10 SABBATICAL LEAVE**

**7.10.1** Sabbatical leaves may be granted every year by the School Board where such leaves will improve teaching skills and knowledge of employees.

**7.10.2** By its second regular meeting in January, the Board shall determine whether it will consider granting sabbatical leaves for the following school year. The Administration shall communicate such information to the Association and members of the bargaining unit.

**7.10.3** Personal Requirements:

A. Seven years continuous service is required in the employment of the Pittsburg Unified School District prior to the granting of the leave.

(1) This service may be interrupted by leaves of absence of other types, but such leaves shall not count as part of the seven years required.

(2) Service under a nationally recognized fellowship foundation approved by the State Board of Education for a period more than one year for research, teaching or lecturing shall be deemed a break in continuity of service, and the period of such absence shall be included in computing the seven consecutive years of service required by this section.

B. Seven additional years of service, following the return from the

sabbatical leave shall be required in order to establish eligibility for another sabbatical leave.

- C. Eligibility for sabbatical leave shall be limited to persons who have not reached their sixtieth birthday by July 1 of the school year in which the leave will be taken.
- D. To be eligible for such leave, the teacher must be tenured at the time the leave commences.
- E. Persons accepting leave shall complete in the District twice the length of active service as the length of the sabbatical immediately upon return from this leave if compensation is accepted as part of the leave agreement.

#### **7.10.4 General Requirements:**

- A. An agreement in writing between applicant and the District shall be drawn up specifying work to be done, services to be rendered, and/or purpose and plan of travel during the period of the sabbatical leave.
- B. Application for leave to be granted for the following school year must be filed on appropriate form with the Human Resources Office no later than March 1. Early application is strongly recommended. Application shall include a detailed statement of travel and/or study proposed for the period of the leave. The dead-line for application for leave beginning in the spring semester shall be on October 1.
- C. Applications for sabbatical leave shall be referred to the Sabbatical Review Panel (composed of 3 members appointed by PEA and 3 members appointed by the District) for review. The successful applicants, up to the number provided for in section 7.10.6, shall be ranked and submitted to the Board for consideration and action.
- D. The Professional Growth Panel, as established, shall determine criteria for the purpose of evaluating applications and for establishing priorities where needed. These criteria shall include but not be limited to the following:
  - (1) District need
  - (2) Desired training not available in summer sessions or evening sessions of nearby colleges and universities.
  - (3) Fellowships and grants
  - (4) Specialized training
  - (5) Travel for specific purposes
- E. Any proposed change in an approved plan of study or travel shall be

submitted in advance to the Professional Growth Panel and be approved by that panel and the Assistant Superintendent for Human Resources.

- F. Sabbatical leave shall be granted for either one year or one semester and shall commence on July 1 or the beginning day of the spring semester, unless otherwise recommended by the superintendent for the good of the District and approved Board of Education. A second semester's leave may be requested before waiting a second seven years.
- G. The individual returning to service from sabbatical leave shall furnish a report to the Human Resources Office, demonstrating that the conditions justifying the leave have been fulfilled. Such a report shall be filed within sixty (60) calendar days after the first day of the semester in which the individual returns to active service in this District. The superintendent may authorize an extension of time not to exceed one semester for purposes of completing the necessary requirements.
- H. At the expiration of the leave it shall be the policy of the District to reinstate the employee in his previous position or a similar position.

#### **7.10.5 Compensation and Credit:**

- A. Persons granted sabbatical leave shall be paid one-half the salary that would have been earned if they were on active service at that time. Individuals shall be paid their salary for the term of the sabbatical leave in the following way:
  - (1) The individual shall receive one-half salary and full health benefits during the leave, in the same manner as other certificated employees, upon agreement to return to the district for a minimum of service twice the length of the sabbatical. The grantee shall be required to furnish a suitable bond indemnifying the District against loss in the event that the employee fails to render the required service in this District upon return from leave or fails to fulfill the conditions of the leave.
  - (2) The bond shall be exonerated in the event of failure of the employee to return and render the required service because of death or disability (physical or mental).
- B. The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the teacher. The employee may elect to have deducted from the actual salary the amount that would have been contributed by the District and the employee in order to receive a full year's retirement credit.
- C. The employee on sabbatical leave shall receive experience increment

for the year of leave, since the purpose of the leave is service to this District and its pupils. An individual on semester leave shall receive normal experience increment for the year in which leave is taken, if such individual is in active service for the whole of the other semester of that school year.

- D. Units of college credit earned as a condition of this leave may be used to satisfy the increment hurdle and class requirements of the District salary schedule. If credit is to be claimed for salary classification or increment hurdle for the year of the individual's return to active service, transcripts of credits earned shall be filed with the Assistant Superintendent/Personnel in accordance with established District policy. If work is not completed by the deadline established for such notification, the form notice of intention to complete the work shall be filed instead and the transcript may then be filed by the date in the fall established in the above-mentioned procedure.

#### **7.10.6 Special Limitations:**

- A. No more than one percent (1%) of the negotiating unit of this District shall be on sabbatical leave at the same time.

### **7.11 JURY DUTY LEAVE**

- 7.11.1** Employees called to serve on jury duty shall not lose any salary. Personnel excused to perform jury duty are excused only for those days they are actually required to report for jury service. The employee shall provide verification of service and reimburse the District the daily amount received for Jury duty exclusive of mileage allowance.

### **7.12 LEGISLATIVE LEAVE**

- 7.12.1** At the expiration of the leave it shall be the policy of the Board of Education to reinstate the employee in his/her previous position or a similar position for which he/she is qualified.

### **7.13 ASSOCIATION LEAVE**

- 7.13.1** The District may grant to the Association president or his designee ten (10) days release time for the purpose of organizational business. Two (2) days prior notification to the superintendent is required.
- 7.13.2** Seven (7) additional days may be granted upon request to and approval from the superintendent.

**7.13.3** Costs of substitutes for 7.13.1 and 7.13.2 above, if any, shall be paid by the Association.

**7.13.4 Association's President Release Time:**

- A. The District shall grant up to forty (40) percent or two (2) days per week release time for the Association President.
- B. The Association President shall receive compensation and benefits as though s/he were a regular full-time employee of the District.
- C. The Association President shall be advanced on the salary schedule as though s/he was a regular full-time employee.
- D. The Association shall reimburse the District for full costs of the release time duty days of the Association President.
- E. Other provisions of Association leave included in this contract are not affected by this leave.
- F. The President shall have access to bargaining unit members at school sites when said unit members are not instructing and/or supervising students. When visiting a school site, the Association President shall adhere to the rules and procedures for visitors to the site.
- G. By June 1, and after consultation with the District, Association President shall provide the District specific calendar days for the President's leave for the subsequent school year, with the understanding the Association may need to reschedule leave due to unforeseen circumstances, and that the rescheduled leave can only be denied for specific reasons of educational necessity.

**7.14 PROFESSIONAL COMPETENCE COMMISSION LEAVE**

**7.14.1** The District may release employees who are chosen to serve the Commission on Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the employee in rendering such service shall be those contained in the Education Code.

**7.15 MILITARY LEAVE**

**7.15.1** Any employee who is on temporary military leave of absence and who have been in the service of the public agency from which the leave is taken, for a period of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any absence.

Temporary military leave of absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed 180 calendar days including travel time.

**7.15.2** Such absence does not affect classification and does not constitute a break in service, although such absence may not count as part of the service required as a condition precedent to permanent classification.

**7.15.3** A copy of duty orders shall be submitted to the Human Resources Office prior to the commencement of leave.

**7.15.4** Upon return from military service, within six months, the employee is entitled to his/her former position at a salary he/she would have received had he/she not been in military service.

## **7.16 EDUCATIONAL MEETING AND CONFERENCE LEAVE**

**7.16.1** Employees may be authorized or directed to represent the District at educational meetings, conferences, workshops or official education committees. Employees authorized or directed to attend meetings, etc., shall not suffer loss of salary or sick leave. Employees authorized to attend may be reimbursed up to the full amount of reasonable and actual expenses. Employees directed to attend shall be reimbursed for the full amount of reasonable and actual expenses.

## **7.17 CATASTROPHIC SICK LEAVE BANK**

**7.17.1** The Catastrophic Sick Leave Bank shall be created to assist employees who have a long term illness or disability as verified by a physician and who have exhausted their accumulated sick leave. Only individuals who have contributed to the Bank shall be eligible to draw from the Bank. Once the Association has approved a unit member's application for Association Leave, the unit member shall forward to Human Resources their verified physicians note.

**7.17.2** Only bargaining unit members who have ten (10) days of accumulated sick leave may contribute one (1) sick leave day to the Bank. All donations to the Bank shall be irrevocable.

### **7.17.3 Catastrophic Leave Bank Committee**

- A. The Association shall establish a Committee to review and approve or deny requests from the Bank.
- B. The Committee shall consist of six (6) members. Five voting members shall be appointed by the Association and one ex-officio member shall be appointed by the District.
- C. The District's non-voting member shall serve as a communication

liaison between the Committee and the District's Business Office.

- D. The Committee will treat all applications and attendant information as confidential information.
- E. The District, upon request, shall provide the Committee information necessary for administration of the Bank.

**7.17.4** The maximum cumulative number of days which any one person may be granted from the Bank during his/her period of employment with the District is thirty (30) days. Members of the Bank may draw from the Bank after all sick leave has been exhausted. A member who draws from the Bank will be paid at his/her regular daily rate of pay. Sick leave from the Bank may not be granted for periods of disability when monies are being paid to the bargaining unit member under Article 7.6 - Industrial Accident or Illness Leave.

**7.17.5** Applicants for benefits from the Bank must make application to Association.

**7.17.6** At the beginning of each school year there will be a six-week open enrollment period. Bargaining unit members must notify the Sick Leave Bank Committee, in writing, of their desire to participate in the Bank. At the close of the enrollment period, the Association shall notify the Business Office of the participating individuals, the total number of days contributed and a copy of the written authorization to deduct sick leave. New unit members employed after the open enrollment period shall have thirty (30) days to enroll in the Bank. Membership in the Bank is continuous unless a member notifies the Association, in writing, of their desire to cancel their participation in the Bank, or they decline further contribution to the Bank as outlined in section 7.17.7 immediately below.

**7.17.7** All unused days contributed to the Bank shall be carried over from year to year. When the total number of days in the Bank is reduced to thirty days (30) or less, the Committee shall inform the Bank membership that in order to continue membership in the Bank, the member shall be required to donate an additional day. Members of the bank who elect not to donate an additional day shall no longer be participants in the Bank, and the District shall be so notified. The maximum amount of days that can be drawn from the Bank in any one school year is one hundred (100) days. All donations to the Bank shall be non-refundable.

Example:

<b>Year</b>		<b>Days</b>
2000-2001	Bank starts with:	140 days
	Days used from the Bank:	-90 days
2001-2002	Bank starts with:	50 days
	Days used from the Bank:	-30 days
	Days available to members:	20 days

Members of the Bank shall be required to donate an additional day in order to continue membership.

**7.17.8** The Association shall give a statement of each individual's participation in the Bank to the District Business Office, so it can be included in the yearly sick leave accounting.

**7.17.9** The Catastrophic Sick Leave Bank shall become effective October 15, 2001.

## **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

**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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> grade and grade  $\frac{3}{4}$  combination classes. For TK to 3<sup>rd</sup> 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 1<sup>st</sup> of each school year in grades Transitional K through 3<sup>rd</sup> grade, including combination  $\frac{3}{4}$  classrooms, all of the students in Transitional K through 3<sup>rd</sup> grade, including combination  $\frac{3}{4}$  classes, shall be added and then that sum shall be divided by the number of Transitional K through 3<sup>rd</sup> 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 Educational Program and for whom the Resource Specialist provides instruction and services.

**8.3.4** The District shall make every reasonable effort to place special education students equitably at a school site.

**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.

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

**8.3.7** Class Size Overages

8.3.7.1 Beginning on the fifth (5<sup>th</sup>) Monday in 2019-2020, after the first day of school and each fifth (5<sup>th</sup>) 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) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (\$150) per student, per month; and
- For students 6 or more, an additional two hundred dollars (\$200) 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) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (\$150) per student, per month; and
- For students 6 or more, an additional two hundred dollars (\$200) 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.

**8.4** 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.

**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.

## **ARTICLE 9 - TRANSFER AND REASSIGNMENT PROCEDURES**

**9.1** Employees shall be assigned in the subject field or fields and at the level in which their experience, training and credential qualify them to be placed. Insofar as feasible, each school shall have a balanced staff in terms of years of experience and training, sex and diversity of cultural and ethnic background.

### **9.2 Definitions**

**9.2.1** Vacancy: A vacancy shall be considered only as an unfilled full time certificated position. Reassignments may be made within a school to fill openings created. The eventual opening shall be considered the vacancy.

**9.2.2** Reassignment: Reassignment is the placement of a certificated employee in a different subject area or grade level within the same school.

**9.2.3** Transfer: Relocation (school to school) of an employee.

**9.2.3.1** Voluntary Transfer: Employee initiated relocation.

**9.2.3.2** Involuntary Transfer: District-initiated relocation.

### **9.3 Transfer Criteria (Voluntary or Involuntary)**

**9.3.1** Transfers shall be based upon consideration of the following: credential; student, school and District needs; training and experience; balanced staff; and seniority. If the employee does not agree with the reassignment or transfer, a right to appeal the subject judgment to the superintendent is permitted. Procedural issues shall be subject to grievance.

### **9.4 Voluntary Transfer**

**9.4.1** The following factors shall be considered in relation to the transfer of employees:

**9.4.1.1** Available vacancies and number of requests for transfer.

**9.4.1.2** Grade level, subject field and position for which the employee is best suited by qualification and experience. When a transfer involves a change of subject field, the change may be made only if the employee meets the qualification required for that specialty in terms of subject field preparation and teaching credential.

**9.4.1.3** A list of known vacancies shall be emailed to unit members by March 15 and every two weeks thereafter until the end of school. The list shall contain a closing date for submitting request for transfer. No assignment to fill the vacancies shall be made until after the closing

date.

9.4.1.3.1 If positions become available after the end of the school year and before July 1, the District shall email to unit members the position(s) and unit members may apply to transfer to such positions within five (5) business days of the date of the email and shall be considered for selection along with external candidates. Unit members shall request transfer by written or emailed notification to Human Resources Director.

9.4.1.4 An employee shall submit a request for transfer on available form directly to the Human Resources Office. Requests shall be submitted after January 1 and shall be re-submitted each year to maintain transfer request current.

9.4.1.5 Transfers shall not be denied arbitrarily or capriciously or for punitive reasons.

9.4.1.6 If a transfer is denied, the employee shall be given, upon request, written rationale for the denial.

9.4.1.7 Employees requesting to transfer to a year round school shall be given first consideration.

## **9.5 Involuntary Transfer**

9.5.1 Involuntary transfer is any District-initiated relocation (school to school) of certificated personnel. The District shall provide written rationale for an involuntary transfer to the affected employee upon request, with a copy to the Association President.

9.5.2 Certificated personnel shall be given, whenever possible, the earliest advance notice of intended transfer. Reasons for transfer shall be slated in writing, if requested by the affected employee. Personal preference of certificated personnel as to new assignment shall be considered.

9.5.2.1 The District may initiate employee transfers when school or department enrollments make such transfers necessary. All personnel affected shall be notified promptly by letter from the Human Resources Office.

9.5.2.2 Because the District is interested in maintaining balanced, stable faculties, in strengthening them in specific areas, and in providing new environments for individuals, an employee whose work is satisfactory or exemplary may be relocated after appropriate conferences have been held.

9.5.2.3 When the classroom work or the personal relationships of an employee are marginally satisfactory, a principal may request that the teacher be transferred.

**9.5.2.4** Employees shall not be transferred arbitrarily, capriciously or for punitive purposes.

**9.5.2.5** No vacancy shall be filled by means of an involuntary transfer if there is a qualified volunteer available who shall satisfy the specific need for transfer.

**9.5.2.6** Notice of involuntary transfer shall be given to an employee as soon as possible and not, except in unusual cases, later than June 1.

**9.5.2.7** An administration-initiated transfer shall take place only after a meeting between the employee and the principal, if such a meeting is requested by the employee.

**9.5.2.8** Upon request, the Association shall be given a list of certificated personnel transfers for the current year.

**9.5.2.9** If an involuntary transfer is to be made after the beginning of the school year, fourteen (14) calendar days' notice shall be given to the employee prior to the effective date of transfer.

## **9.6 Reassignment**

**9.6.1** Reassignment shall be arranged through conferences between the building principal and certificated personnel involved.

**9.6.2** Criteria for reassignment shall be qualifications and experience of the employee.

**9.6.3** Employees shall receive their area of assignment in writing no later than June 1 of each year when possible.

**9.6.4** A change in assignment shall not be made without good or sufficient cause.

**9.6.5** In the event a change in assignment after June 1 is contemplated, the teacher shall be notified and a meeting with the school administrator held, if requested, by the employee.

**9.6.6** Provisions shall be made for employees who are reassigned to more than one school to minimize travel time and insure an adequate amount of time for lunch and preparation periods.

## **ARTICLE 10 - TEACHER EVALUATION PROCEDURE**

### **10.1 General Provisions**

**10.1.1.** The process of assessment and professional development is ongoing and requires understanding and commitment by all involved. It is understood and agreed by the parties that their principle objective is to improve the quality of

education in the District. The District and Association accept as a fundamental premise for a successful evaluation program, the necessity for mutual respect and confidence to exist between the Evaluator and those evaluated. The evaluation process and forms shall not be used as retaliation or as a substitute for discipline. The unique contribution that each unit member brings is valued and is intended to be enhanced rather than inhibited by the evaluation process. The process is based upon a Developmental Continuum of Teacher Development which has been aligned with the 2009 California Standards for the Teaching Profession (“CSTP”). An important component of each of these is the understanding that all professionals grow and develop. It is, therefore, expected that all Administrative Mandated final evaluations will contain individual and personalized suggestions for continued professional growth. It is also expected that Partner Collaboration Evaluation or Self-Evaluation prepared by the Evaluatee include personalized suggestions by the Evaluatee for continued professional growth.

### **10.1.2 California Standards for the Teaching Profession (2009)**

The evaluation for certificated members is based on the California Standards for the Teaching Profession, to the extent that the Standards apply to job responsibilities.

There are six (6) Standards. These Standards are:

- Standard 1: Engaging and Supporting all Students in Learning
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for all Students
- Standard 5: Assessing Students for Learning
- Standard 6: Developing as a Professional Educator

## **10.2 Certificated Evaluation Process Using CSTP**

Evaluation Frequency

**10.2.1** Certificated personnel with permanent status in the District shall be evaluated every other year according to the four (4)-year cycle except as set forth in 10.2.2 and 10.2.3.

**10.2.2** Preschool teachers shall be evaluated annually during the first three (3) years, and every other year thereafter.

**10.2.3** Certificated permanent personnel receiving an overall rating of “Does Not Meet Standards” may at the discretion of the District be evaluated annually thereafter until he/she receives an overall rating of “Meets Standards”. A unit member receiving an overall rating of “Does Not Meet Standards” shall be afforded direct assistance in overcoming the perceived deficiencies and may be required to participate in training programs during the contracted day at

District expense. District approved trainings for unit members receiving a “Does Not Meet Standards” that occur beyond the contracted workday shall be voluntary and paid.

**10.2.4** Probationary unit members shall be evaluated every year.

**10.2.5** Temporary unit members shall be evaluated every year with the exception of Preschool Teachers (see: 10.2.2).

**10.2.6** For the purposes of this article, a year of employment shall count if the unit member was employed at least seventy-five (75%) of the days required in the unit member’s work year.

### **10.3 Five-Year Evaluation Cycle**

**10.3.1** Evaluation every five years: By mutual agreement of the Evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply:

- a. The unit member has achieved permanent status;
- b. The unit member has been employed by the District for ten (10) years;
- c. The unit member’s immediate prior evaluation was deemed satisfactory as defined in the Article 10.6.3; and
- d. The unit member has been determined to be highly qualified as defined in the ESEA 20 USC Section 7801.

**10.3.2** Mutual agreement may be withdrawn by either the Evaluator or the unit member.

### **10.4 Four-Year Evaluation Cycle**

**10.4.1** Permanent Unit Members who are not on the Five (5) Year Evaluation Cycle shall be on the Four (4) Year Evaluation Cycle.

**10.4.2** The first year of the evaluation cycle begins with the Administrative – Mandated Evaluation. The second year shall be a non-evaluation year. The third year shall be a designated year of evaluation with a choice of three (3) evaluation options. The fourth year shall be a non-evaluation year.

**10.4.3** The Four-Year Evaluation Cycle shall continue as long as a rating of “Meets Standards” (10.6.3.4) is received during each Administrative – Mandated Evaluation.

**10.4.4** If at any time during the Four-Year Evaluation Cycle a unit member becomes eligible for the Five-Year Evaluation Cycle, he/she may be moved to the Five-Year Evaluation Cycle by mutual agreement between the Evaluator and Evaluatee (See Article 10.3).

### **10.5 Types of Evaluations for unit members**

The four (4) types of evaluations are:

- a. The “Administrative—Mandated”
- b. The “Partner Collaboration”
- c. The “Self-Evaluation”
- d. The “Administrative—Choice”

**10.6 The “Administrative—Mandated” Evaluation**

The Administrative—Mandated Evaluation is:

- a. required for temporary unit members
- b. required for probationary unit members
- c. required for permanent unit members on the first year of the four (4) – Year Evaluation Cycle or Five (5) – Year Evaluation Cycle.
- d. may be required at the discretion of the District for permanent unit members who have not received a “Meets Standards” on their previous evaluation.

**10.6.1** The Administrator shall evaluate the unit member’s performance on three (3) of the 2009 California Standards for the Teaching Profession, which shall include CSTP domain six (6), “Developing as a Professional Educator”, one standard selected by the unit member and one standard selected by the administrator, using the agreed upon Observation and Final Evaluation Summary Forms. (See Appendix: Forms 3 & 4)

**10.6.2 Procedures for the “Administrative—Mandated” Evaluation**

**10.6.2.1 Notification for Administrative—Mandated Evaluation**

Unit Members to be evaluated in a given school year shall be informed in writing on the approved form by October 1. Unit Members employed after the start of the school year shall be notified within thirty (30) calendar days of their beginning date of service that they will be evaluated; time lines and other due dates shall be extended accordingly. The evaluation shall be conducted by the administrator (Prime Evaluator) or his/her designee administrator. If the administrator (Prime Evaluator) assigns a designee, the designee shall complete and sign all related evaluation forms.

**10.6.2.2 Initial Conference Procedure for Administrative—Mandated Evaluation**

The initial conference between the Evaluator and Evaluatee shall be held no sooner than the sixteenth (16<sup>th</sup>) instructional day after the beginning of each school year and not later than October 31 of the same school year.

**10.6.2.2.1** At the Initial conference meeting, the following shall occur:

1. Selection of one standard by the Evaluatee;
2. Selection of one standard by the Evaluator;
3. Review and discussion of the objectives in the selected standards and in Standard 6 (Developing as a



Professional Educator);

4. Agreement on the date of the first Scheduled observation; or if the date is not established at the Initial Conference, the mutually agree upon observation date shall be established and the observation shall occur prior to the due date of the Preliminary Evaluation Summary.
5. Completion of the Initial conference Summary Form. (See Appendix: Form 2).

#### **10.6.2.3 Observations by Prime Evaluator or a designee**

Prime Evaluators shall be administrative personnel.

- A. No more than two (2) observers to observe at any one time.
- B. The minimum number of observations shall be one (1), which shall be Scheduled.
- C. Formal observations include Scheduled and Unscheduled observations. The first formal observation shall be Scheduled. Additional Scheduled or Unscheduled observations may occur at the discretion of the Evaluator.
- D. Upon request of the unit member, an additional observation shall occur if the unit member has not met two (2) of the three (3) selected standards after two (2) observations. The administrator shall notify the unit member of the observation date prior to the additional observation.
- E. All observations shall be at least twenty-five (25) minutes in length.
- F. A Scheduled observation is one that shall be scheduled by mutual agreement between the Evaluatee and Evaluator.
- G. Formal observations shall occur at least five (5) calendar days apart unless otherwise mutually agreed upon by the Evaluator and Evaluatee.
- H. A Post-Observation Conference shall be scheduled within ten (10) work days following the observation at which time a copy of the completed Observation Form shall be given to and discussed with the Evaluatee.

##### **10.6.2.3.1 Formal Observations**

Formal classroom observations (date and length of observations) are to be logged by the Evaluator on the "Observation form". The Evaluatee will review the form and may attach written comments.

## **10.6.2.4 Evaluation Evidence**

**10.6.2.4.1** “Evidence” shall be the data supporting a rating by an Evaluator of a unit member on the approved observation and evaluation forms. The authorized components of data to validate the CSTP include:

- formal classroom observations
- materials/documentation provided by the Evaluatee during the evaluation period as evidence related to the selected standards
- lesson plans as designed by the unit member
- records of professional development activities as provided by the unit member, (such documentation shall be a part of the evaluation of Standard 6)

**10.6.2.4.2** Unit members may demonstrate competency in Standard 6 in a variety of ways. Evaluatees shall have an opportunity to share additional evidence for Standard 6 with their prime Evaluator during one of the Post-Observation Conference or another mutually scheduled time. This evidence may include, but is not limited to communication with families (parent letters, phone logs, e-mail messages, class website, etc.), demonstration of professional growth by accessing professional publications (journal articles, websites, book, etc.), and/or instances of personal reflection (an “aha” moment, a lesson that was a learning experience, a modification that was made for a struggling student, successful collaboration meeting, etc.)

## **10.6.3 Evaluation Ratings**

**10.6.3.1** There are four possible ratings on each objective under the six standards:  
Unsatisfactory, Needs Improvement, Satisfactory, Exceeds Standards.

**10.6.3.2** The level of “Meets Standard” is reached when the majority of the objectives in the standard are rated at “Satisfactory” or above. The majority is defined as:

- Standard 1: at least 4 objectives
- Standard 2: at least 4 objectives
- Standard 3: at least 4 objectives
- Standard 4: at least 3 objectives
- Standard 5: at least 4 objectives
- Standard 6: at least 4 objectives

**10.6.3.3** The level of “Does Not Meet Standard” is received when fewer than the majority of the objectives in the standards are rated at “Satisfactory” or above. Fewer than the majority is defined as:

- Standard 1: less than 4 objectives
- Standard 2: less than 4 objectives
- Standard 3: less than 4 objectives
- Standard 4: less than 3 objectives
- Standard 5: less than 4 objectives
- Standard 6: less than 4 objectives

**10.6.3.4** An overall evaluation rating of “Meets Standards” shall mean that the unit member is performing at the level of “Meets Standard” on at least two (2) of the three (3) selected standards.

**10.6.3.5** An overall evaluation rating of “Does Not Meet Standards” shall mean that the unit member is not performing at the level of “Meets Standard” on at least two (2) of the three (3) selected standards.

**10.6.3.6** Permanent certificated personnel, who as a result of their written Preliminary Summary in January, “Meets Standards” under 10.6.3.4, as determined by the Prime Evaluator, shall not undergo continued evaluation for the balance of that school year. In such cases, permanent unit members will have demonstrated to the satisfaction of the Prime Evaluator that their service has met the standards for the present formal evaluation year.

#### **10.6.4 Preliminary Evaluation Summary**

**10.6.4.1** For certificated personnel who have temporary and probationary status, the Preliminary Evaluation Summary shall be completed by December 15.

**10.6.4.2** For those who have permanent status, the Preliminary Evaluation Summary is to be completed by January 31. Permanent certificated personnel, who as a result of their written Preliminary Evaluation Summary in January, “Meet Standards”, shall not undergo continued evaluation for the balance of that school year; thus, the Preliminary Evaluation summary becomes the Final Evaluation Summary. (See Appendix: Form 4)

#### **10.6.5 Final Evaluation Summary**

The written Final Evaluation Summary shall be completed and a copy of the summary shall be provided to the Evaluatee at least thirty (30) calendar days prior to the last day scheduled on the school calendar adopted by the governing board. Whenever possible, the Evaluation Conference shall be held at the time the Final Evaluation Summary is provided the employee. In any event, no later than the last school day scheduled on the school calendar, a meeting shall be held between the Evaluatee and the Prime Evaluator to discuss the evaluation. The steps to be used in preparing the Final Evaluation Summary shall be as follows:

- A. In preparing the Final Evaluation Summary the prime Evaluator shall indicate whether the majority of the objectives for each standard have

been rated at “Satisfactory” or above as indicated on the Observation Form in order to meet the standard.

- B. During the final evaluation conference, the Prime Evaluator and the Evaluatee shall discuss areas of agreement and/or disagreement. The Prime Evaluator shall, if appropriate, identify any future objectives for the next school year.
- C. The Prime Evaluator shall complete the Final Evaluation Summary. The summary shall provide space for the Evaluatee to make comments, or to state disagreement with the Prime Evaluator’s evaluation and/or proposal of future goals/objectives. The Prime Evaluator and the Evaluatee shall meet to sign the Final Evaluation Summary. The Evaluatee’s signature does not indicate agreement with the written summary, but does indicate that the Evaluatee has read it and understands the right to respond in writing. Within ten (10) work days of completing the Final Evaluation Summary, a copy shall be given to the Evaluatee. If the Evaluatee disagrees with the Final Evaluation Summary, the Evaluatee may, within ten (10) work days of receipt, submit a written response which shall be attached to and become a permanent part of the file copy of the Final Evaluation Summary.
- D. If the Evaluatee does not agree with the evaluation, the Evaluatee has a right to appeal the matter to the Superintendent or his/her designee. (See 10.10)

**10.6.5.1** The distribution of the Final Evaluation Summary shall be to each of the following:  
prime Evaluator, Evaluatee, and Human Resources Office.

**10.6.5.2** The Final Evaluation Summary shall be in the hands of the Human Resources Office by June 30 of the evaluation year.

## **10.7 Teacher Assistance and Support**

**10.7.1** An Evaluatee who has received an evaluation of “Does Not Meet Standards” (not performing at “Meets Standard” on at least two (2) of the three (3) selected standards set forth in the CSTP) shall be afforded direct assistance in meeting the standards.

### **10.7.2 Mandatory Assistance**

Unit members, who have been referred for mandatory assistance, (those meeting fewer than two (2) of the three (3) selected standards), shall receive a written notice from the Evaluator that shall include:

- A. A statement of the area in which improvement is needed and existing conditions in relationship to the CSTP.
- B. Specific objective(s) for the Evaluatee in relationship to the CSTP.

- C. Methods and resources which the Evaluatee may use to remedy the area in which improvement is needed to meet the CSTP.
- D. Specific guidance and assistance that will be offered to the Evaluatee.

**10.7.2.1** Mandatory assistance may include participation in Peer Assistance Program (See Article 23).

### **10.7.3 Voluntary Assistance**

Unit members may request assistance from the administrator which may include:

- A. Written suggestions to aid the unit member in meeting the Standards.
- B. Other assistance or support that is agreed upon between the unit member and site administrator.
- C. Participation in Peer Assistance Program.

**10.7.4** After a unit member has received a “Meets Standards” rating (meeting at least two (2) of the three (3) selected standards) on his/her evaluation, he/she will continue the four (4) year cycle of evaluation.

## **10.8 Third-Year Evaluation Options and Procedures**

Permanent unit members in the third (3<sup>rd</sup>) year of the four (4) year cycle shall have the following options for evaluation during the third (3<sup>rd</sup>) year:

- a. The “Partner Collaboration” option
- b. The “Self-Evaluation” option
- c. The “Administrative—Choice” option

### **10.8.1 Timeline and Notification for Third-Year Evaluation**

Personnel on year three of the four-year evaluation cycle shall be informed in writing on the approved form by October 1 of the evaluation year. (See Appendix: Form 1)

### **10.8.2 Partner Collaboration Evaluation Option**

Procedures for the Partner Collaboration Option

**10.8.2.1** The Evaluatee shall select a partner (permanent status) at his/her school site with whom he/she will collaborate. The partner shall have a “Meet Standards” on his/her previous evaluation. This partner may be a unit member who has also selected the Partner Collaboration Option. The partner choice shall be based on mutual agreement between the unit members. The Evaluatee shall notify the site administrator of his/her choice of partner.

**10.8.2.2** The Evaluatee shall choose at least two (2) of the CSTP standards as his/her focus area.

**10.8.2.3** This option may include, but is not limited to teacher observation, teacher modeling, videotaping, lesson design, or other methodologies for the purpose of improving teacher performance

and student achievement.

#### **10.8.2.4** Role of the Evaluatee in the Partner Collaboration Evaluation Option

- A. Complete the Partner Collaboration Evaluation Plan Form. (See Appendix: Form 5)
- B. Participate in the initial conference, participate in at least two (2) collaborative meetings, and the final evaluation conference with the partner according to the established timeline.
- C. Complete the Partner Collaboration Evaluation Summary Form. (See Appendix: Form 6)
- D. The Evaluatee(s) will submit the Partner Collaboration Evaluation Plan and Summary Forms to the administrator.

#### **10.8.2.5** Role of the Administrator in the Partner Collaboration Evaluation Option

- A. Receive and read the Partner Collaboration Evaluation Plan and Summary Forms from the Evaluatee(s)
- B. Send copy of completed Partner collaboration Evaluation Plan and Summary Forms to the Human Resources Department for placement in the Evaluatee's file.

### **10.8.3 Self-Evaluation Option**

#### Procedures for the Self-Evaluation Option

**10.8.3.1** The Evaluatee will assess him/herself on meeting the CSTP. The Evaluatee will choose at least two (2) standards and provide evidence that demonstrates competency. The Evaluatee shall notify the site administrator of his/her choice of standards. Examples of evidence include, but are not limited to, portfolios, lesson design, curriculum development, student work samples, student case studies, videotaping, etc.

**10.8.3.2** Submit a copy of completed Self-Evaluation Form to the Site Administrator who shall read it and forward to the Human Resources Department for placement in the Evaluatee's file. (See Appendix: Form 7)

### **10.8.4 Administrative—Choice Option**

**10.8.4.1** The procedures established in section 10.6 (Administrative—Mandated) shall be adhered to in the “Administrative—Choice” option.

## **10.9 Training**

### **10.9.1 Joint Evaluation Orientation Committee**

Within thirty (30) work days of ratification of this Collective Bargaining Agreement, the Parties, (District Bargaining Team and PEA Bargaining Team), agree to meet and agree on a Memorandum of Understanding (MOU) for a joint orientation program to introduce this new evaluation program to District unit members and administrators. The joint orientation program will introduce the new evaluation language in Article 10, provide copies of the new evaluation forms, introduce the 2009 California Standards for the Teaching Profession, describe how ratings are achieved through evidence and describe the goals for the new evaluation language.

### **10.10 Appeals**

**10.10.1** If an Evaluatee disagrees with an overall evaluation rating given by the Prime Evaluator on the Preliminary or Final Evaluation form, he or she may request the Superintendent or designee review the overall rating. The Superintendent's or designee's review shall occur within thirty (30) days of the date that the Evaluatee's written request is received by the Human Resources Department.

### **10.11 Grievance**

**10.11.1** Procedural issues shall be subject to the grievance process.

### **10.12 Documentation**

**10.12.1** The signature of the Evaluatee shall not imply agreement or disagreement with the preliminary and/or Final Evaluation Summary. The Evaluatee may state in writing his or her disagreement which shall become a permanent part of the evaluation summary.

**10.12.2** Evaluation reports or summaries filed in the District Office will contain no statement which has not been made available to the certificated employee evaluated prior to its being placed in his or her personnel file.

**10.12.3** Unit members shall receive a printed copy of the evaluation forms, if requested.

**10.12.4** A unit member electing not to provide an electronic signature shall inform the evaluator they elect to by-pass the electronic-signature. The unit member and evaluator shall each manually sign a printed form each time a unit member elects to not provide an electronic signature.

**10.12.5** The District and Association agree that the use of the electronic evaluation tool, forms, and procedure shall be for the same purposes as the current evaluation forms and procedures.

### **10.13 General Guidelines:**

**10.13.1** Observation of the work of an employee shall be conducted openly. The use of eavesdropping, closed-circuit television, public address or audio

systems and similar surveillance devices shall be prohibited.

- 10.13.2** Within ten (10) work days of preparing the Final Evaluation Summary a copy shall be given to the employee who may, if he/she disagrees within ten (10) work days of receipt, submit a written response to the assigned evaluator which shall be attached to the electronic file copy of the Final Evaluation Report.
- 10.13.3** No evaluation procedure shall unduly interfere with the normal teaching/learning process nor shall an employee be evaluated or disciplined based upon the exercise of religious or political beliefs or other rights as a citizen unless the exercise of such beliefs or rights violate local, state or federal law.
- 10.13.4** In the event citizens' complaints arise regarding the employee's personal and academic freedom or other matters which shall have a direct effect upon the employee's evaluation, they shall be communicated to the employee within ten (10) days, at which time an administrative conference may be called to resolve the problem. In the event materials of a derogatory nature are to be placed into the employee's file as a result of this conference, said materials shall be placed pursuant to item 10.13.6.
- 10.13.5** Reports of community groups evaluating school activities in conjunction with other special programs shall not be used as evidence in the evaluation process.
- 10.13.6** An employee shall not have an evaluation based upon materials of a derogatory nature that have been placed in the District's personnel file without first being notified in writing that such material is to be placed in the file including the name(s) of the signatory(ies) to the materials. After viewing such materials, the employee shall be provided an opportunity to respond in writing and have such written response attached to the material.
- 10.13.7** In accordance with Ed Code 44662, employee performance shall be evaluated and assessed as it reasonably relates to the progress of pupils toward the standards established pursuant to subdivision (a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion reference assessments. The District and the Association agree that the use of student test scores shall be used to inform instruction as part of the formative stage of the evaluation process. Unit members where applicable, shall individually and collectively with other unit members, collect, review, and analyze assessment data from a variety of sources as part of the formative evaluation process.
- 10.13.8** Maintenance of personnel files both hard copy and electronic, shall be done in accordance with the requirements and stipulations of the Education Code.
- 10.13.9** Time periods may be extended by mutual agreement.



- 10.13.10** If, after four (4) years, there is derogatory material exclusive of the formal evaluations in the employee's personnel file, the employee may request a review of the material by the superintendent or his/her designee. If the Superintendent or his/her designee determines that the derogatory materials are not to be removed from the employee's file, a written statement giving the reasons for this action will be given to the employee.
- 10.13.11** The District and the Association shall mutually agree on the forms needed to carry out these evaluation procedures to be used in the evaluation of job performance of members of the bargaining unit.

## **ARTICLE 11 - SAFETY CONDITIONS**

### **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

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. Each classroom shall be provided with a walkie-talkie to use when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications.
- 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 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 char 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 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.

**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")

### **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).

**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:**

Effective not more than 45 days after ratification of this agreement, the District's contribution to medical benefits shall be as follows:

- A) Employee Only - \$ 718.47
- B) Employee Plus One - \$ 1,436.94
- C) Family - \$ 1,867.83

- Dependent coverage extended to domestic partners, effective January 1, 2004. Domestic partner defined as partnerships registered with the state in accordance with the Family Code.

#### **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.

### **12.4 Benefit carriers are:**

**12.4.1** Medical: CalPERS Health Programs

**12.4.2** Vision: Vision Service Plan

**12.4.3** Life: TheStandard

**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 \$ 250.00 per month (\$ 3,000.00 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.

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

**ARTICLE 13 - SALARY**

**13.1 Compensation**



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

FY 2017-2018 –Two (2.0%) percent salary increase, effective July 1, 2017. Stipend rates shall be increased by 2.0% retroactive to July 1, 2017.

Unit members shall receive a one-time payment of \$250 off of the salary schedule, during the 2018-2019 school year.

Increases shall apply to all rates and schedules.

FY 2018-2019 – Two and one-quarter percent (2.25%) salary increase, effective July 1, 2018 and one-half percent (0.5%), effective January 1, 2019. Salary increases shall be applied to all rates and schedules and be retroactive.

FY 2019-2020 – Upon PEA ratification and approval by the PUSD School Board, the parties agree to a .5% salary increase to be applied to all affected bargaining unit salary rates and schedules, retroactive to January 1, 2020.

Modification to the Preschool Salary Schedule per PEA Mediation Proposal No. 1 4.9.220 – Preschool Salary Schedule 2018-2019.

**13.1.2** Signing and Transfer Bonuses:

- 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 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.

**13.1.3** Salary Schedules for Bargaining Unit Members:

- A. Teachers (Appendix B and C)

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 C)

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)

**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.

**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.

### 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 service up to the maximum as indicated on 13.2.2 B. Student teaching and day to day substitute experience will not be accepted as experience.
- B. All certificated employees shall receive up to a maximum of twelve (12) increments for their prior years of experience.
- 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 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).

**13.3.5**      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.

## **ARTICLE 14 - PROFESSIONAL GROWTH**

**14.1** Those employees whose professional clear multiple or single subject teaching credential was initially issued after August 31, 1985, or whose professional clear services or specialist credential was initially issued after June 30, 1994 are required

to obtain 150 clock hours of participation in professional growth activities within each five (5) year period.

- 14.2** Employees to whom this article applies will have received information booklets and appropriate forms from the Commission on Teacher Credentialing (CTC) with their most recently issued credential. Additional booklets and forms are available in the Human Resources Office.
- 14.3** Before a holder of a clear teaching credential commences or amends an individual program of professional growth, a professional growth advisor (school principal or other District designee) shall certify to the employee that the planned program or amendment complies with the governing code sections and regulations of the Commission on Teacher Credentialing (CTC). The District shall annually provide employees with a list of Professional Growth Advisors.

## **ARTICLE 15 - EMPLOYEE TRAVEL**

- 15.1** Employees who are required to provide their own means of transportation in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the approved IRS rate per mile for all driving done between the arrival at the first location and other work locations during that day.
- 15.2** Employees who use their personal vehicles for District approved field trips or other approved business of the District shall receive the benefits provided in 15.1 above, provided the use of the employee vehicle has been approved.
- 15.3** Employees whose regular duties require the use of their vehicles may be paid a flat mileage rate per month. Such rate shall not exceed the approved IRS rate per mile.
- 15.4** Employees within the bargaining unit engaged in conference travel shall be reimbursed in the manner established by each school faculty not to exceed the established rate in 15.1 above, or conference expense allocated to each school.

## **ARTICLE 16 - WORK YEAR**

- 16.1** The calendar shall include one hundred eighty (180) teaching days for all employees, plus two (2) workdays for all unit members, plus three (3) mandatory staff development days.
  - 16.1.1** Additional Workdays: Employees holding the following positions listed below shall work additional days beyond the regular work year. Persons working less than full-time shall have their additional workdays prorated accordingly.
    - A. Secondary Counselors, School Psychologists, Speech and Language Therapist, and Work 3 Experience Teachers shall work ten (10) additional workdays.
      - (1) Counselors may flex up to five (5) days within the unit

member's work year, contingent upon agreement by supervisor.

- (2) Specialists may flex up to seven (7) days within the unit member's work year, contingent upon agreement by supervisor.

**B. Part-time counselors**

- (1) Part-time Counselors working fifty percent (50%) or more shall work ten (10) additional workdays.
- (2) Part-time Counselors working less than fifty percent (50%) shall work five (5) additional workdays.
- (3) Resource Management Teachers and Elementary Counselors shall work five (5) additional workdays.
- (4) A site administrator may adjust the regular work year of certificated librarians by up to four (4) calendar days for work to be performed prior to or subsequent to the approved work year calendar. A librarian whose work year is adjusted under this Section shall receive an equal number of compensatory work days for the number of adjusted days worked, which must be taken during the work year of the adjustment. The site administrator and librarian shall mutually agree when the adjusted work days shall be scheduled and when the compensatory work days shall be taken.

**16.2 Calendar Committee:** The District and the Association shall bargain a three-year school calendar, including placement of workdays, non-workdays and staff development days. The District and the Association will each appoint two (2) people to a four-member calendar committee, who will meet by December 1<sup>st</sup> during the first and second years of the calendar to review the calendar and consider whether calendar changes should be recommended.

**16.3 Staff Development Days**

**16.3.1** Beginning July 1, 2000, the Association and District agree to add to the regular work year of bargaining unit members three (3) days of mandatory staff development.

**16.3.2** Compensation for Staff Development Days:

- A. Beginning July 1, 2000, the Salary Schedules in Sections 13.1.1 & 13.1.6 shall be increased by 1.5% as compensation for increasing the regular work year of bargaining unit members by three (3) days for staff development training.

- B. The parties agree that should the state funded program for these staff development days be reduced below the current funding level or eliminated in its entirety, the 1.5% added to the salary schedules and the three (3) days added to the unit members' work year shall be equivalently reduced or eliminated accordingly.
- C. With respect to the three (3) staff development days delineated herein, leaves available to unit members shall be limited to illness of the unit members, bereavement leave and jury duty which cannot be postponed. Additional leave may be approved by the superintendent. Unit members not in attendance at staff development days, except for leaves outlined immediately above, shall be docked one day's per diem for each day missed.

### **16.3.3 Content of Staff Development**

- A. It is the intent of the parties to this Agreement that staff development training opportunities be site-specific and delivered at each school site. If however, there are professional development issues, which would best be delivered at the district level, then the Association and District shall plan accordingly.
- B. Site Staff Development Days: The teaching staff and the administration of the site shall determine the content of site staff development days. The District may provide guidance and assistance, if requested.
- C. District Professional Development Committee: If there is a need for district-wide staff development, a District professional Development Committee shall be formed. Membership shall be comprised of four bargaining unit members appointed by the Association and an administrator from the Educational Service Division. The purpose of the Committee shall be to assist in the design of district-wide staff development days.
- D. Planning for staff development training at both the site and district levels shall include discussion of staff development opportunities for unit members in specialized programs, e.g., school psychologists, librarians, counselors, speech therapists, and elementary preparation teachers.

**16.3.4** The District and the Association agree to meet by May 1 of the preceding year to discuss strategies to maximize attendance at District staff development days.

## **ARTICLE 17 - SUMMER SCHOOL**

**17.1** Current certificated employees of the District who apply for summer school teaching positions shall be given priority over outside applicants.

- 17.2** All summer school teaching positions shall be posted at least twenty (20) calendar days prior to the application deadline.
- 17.3** In order to ensure that the widest number of unit members are eligible for the positions, posting for summer school shall contain only minimum qualifications.
- 17.4** The criteria for summer school selection shall be considered in the following order listed below. Each subsequent criterion will only be considered if a tie between applicant's results from the preceding criteria and more applicants than positions are still available.

17.4.1 Credential(s) in the applied for subject area;

17.4.2 Recent classes/grade levels taught in the subject area in the last three years;

17.4.3 One point will be given for each formal training, including in-house professional development, completed and verified within the last three years, relevant to the following areas. (Proof of verification shall be the responsibility of the applicant.)

- (1) Instructional Strategies;
- (2) Academic Intervention Strategies;
- (3) Student Engagement Strategies;
- (4) Content Standards;
- (5) Parent Involvement;
- (6) Student Motivation;
- (7) Classroom Management
- (8) Culturally Relevant Teaching;
- (9) Utilizing Assessments

17.4.4 No unsatisfactory ratings in any category on the final summer school evaluation, if available. The parties shall meet to bargain the summer school evaluation process by September 30, 2015.

17.4.5 If all else is equal, seniority.

**17.5** The District will provide the Association with a list of summer school applicants by position and the District's most recent seniority list, if requested.

**17.6** In order to provide the opportunity for the largest number of unit members, no person shall be selected to teach summer school for more than three (3) consecutive summers, unless there are no qualified applicants for the position(s).

Unit members who are selected to teach summer school due to no qualified applicants for the position are starting their first year of their next consecutive three year cycle.

Unit members who were not selected to teach Summer School shall, at the employee's discretion, have first priority to substitute based upon teaching credential and subject area during Summer School and be placed on a summer school substitute list.

**17.7** Article 11 – Safety shall apply to Summer School as appropriate.



- 17.8 Each Summer School site shall have an assigned administrator for the summer session.
- 17.9 Unit members who teach Summer School shall be provided the subject(s) to teach, materials, and appropriate orientation.
- 17.10 Unit members teaching Summer School shall have access to an on-site copy machine with paper to make copies.

## **ARTICLE 18 - PRESCHOOL PROGRAM**

- 18.1 Preschool teachers follow the District work year minus five (5) days.
- 18.2 Sick Leave: Ten (10) days sick leave per year.
- 18.3 The workday for preschool teachers shall be seven (7) hours and thirty (30) minutes at the commencement of the 2019-20 school year. The preschool salary schedule will be modified upward to reflect the additional thirty (30) minutes added to the workday.

The schedule for preschool teachers at Foothill, Parkside, and Willow Cove Elementary Schools, starting with the 2019-20 school year, shall be as follows:

7:45–8:00 Prep  
 8:00–11:00 Session #1  
 11:00–11:15 Pick up from Session #1  
 11:15–11:45 Lunch  
 11:45–12:00 Prep  
 12:00–3:00 Session #2  
 3:00–3:15 Pick up from Session #2

The schedule for preschool teachers at Heights, Highlands, Marina Vista and Stoneman Elementary Schools, starting with the 2019-20 school year shall be as follows:

7:45–8:15 Prep  
 8:15–11:15 Session #1  
 11:15–11:30 Pick up from Session #1  
 11:30–12:00 Lunch  
 12:00–3:00 Session #2  
 3:00–3:15 Pick up from Session #2

The schedule for preschool teachers at Los Medanos Elementary School, starting with the 2019-20 school year shall be as follows:

7:45–8:00 Prep  
 8:00–11:00 Session #1  
 11:00–11:15 Pick up from Session #1  
 11:15–11:45 Lunch  
 11:45–2:45 Session #2  
 2:45–3:00 Pick up from Session #2  
 3:00–3:15 Prep

- 18.4** Split Shifts: No Preschool Teacher shall have more than one-half (1/2) hour unpaid time in the middle of their daily schedule. Participation shall be on a volunteer basis and shall last no longer than six (6) consecutive months in a year.

## **ARTICLE 19 - STATUTORY CHANGES**

- 19.1** Changes in Federal or California law that are mandatory and are contrary to the provisions of this contract shall supersede the provisions of this contract. Changes in Federal or California law that are permissive may be subject to negotiation with respect to future contracts.

## **ARTICLE 20 - COMPLETION OF MEET AND NEGOTIATION**

- 20.1** During the term of the Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate.

## **ARTICLE 21 - SAVINGS CLAUSE**

- 21.1** If any provision of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 22 - SHARED ASSIGNMENT – JOB SHARING**

- 22.1** The District agrees to consider requests for shared assignments on a case by case basis. Employees covered by the terms and provisions of this Agreement who choose to render paid service to the District in other than full time equivalent positions shall be entitled to request Superintendent approval to serve in job-sharing.
- 22.2** Job Sharing: Job sharing is defined as a plan whereby two (2) unit employees agree to share one full-time bargaining unit position (1 FTE), on an easily divisible basis, and must include one or more of the following components: working with the same students and/or the same subject area, grade level, or department and must require cooperative planning.
- 22.3** Teachers requesting shared assignments shall do so in writing to the Human Resources Office prior to April 15 of the proceeding school year.
- 22.4** Re-entry to a full time position from a shared assignment may be limited to the beginning of the school year.

- 22.5** The District shall provide paid health and welfare benefits for one full time assignment to be shared. Job Sharing employees may authorize payroll deductions to complete the premium(s) for fully paid health, dental or vision plan.
- 22.6** Employees covered by this Article shall be afforded the same payroll deduction rights as are given all other employees.
- 22.7** Employees covered by this Article shall have their work year adjusted to conform to the configuration of the agreed upon schedule which must be approved by the employee's immediate supervisor.
- 22.8** Employees covered by this Article shall have their work schedule clearly defined by their immediate supervisor.
- 22.9** Wages for employees covered by this Article shall be determined by placement on the salary schedule as per full time employees, prorated according to actual time of assignment.
- 22.10** Column movement and other specified terms and conditions on the printed salary schedule shall accrue according to the fractional basis of service rendered.
- 22.11** Teachers on shared assignment shall apply for renewal on an annual basis by April 15<sup>th</sup>. Failure to do so will automatically revert the employee to his/her prior full time equivalent status.
- 22.12** Employees covered by this Article shall have their sick leave, personal necessity leave, personal leave, and any other appropriately designated benefit prorated on the basis of actual time of assignment.
- 22.13** A shared assignment or job share assignment shall not be a factor in determining class size.

## **ARTICLE 23 - PEER ASSISTANCE PROGRAM**

### **23.1 Purpose**

It is the intent of the Association and the District to establish a Peer Assistance Program that enables exemplary teachers to assist teachers in professional development. The focus of this program is to improve instruction, including subject matter knowledge, strategies, and methods. This program is part of a coordinated effort by the Association and the District to train, strengthen and retain employees.

### **23.2 Definitions**

**23.2.1** "Classroom Teacher" or "Teacher" means any member of the certificated bargaining unit.

**23.2.2** "Consulting Teacher" means a certificated bargaining member who is selected by the Joint Committee to provide assistance to Referred and/or

## Voluntary Participating Teachers.

**23.2.3** "Evaluator" means the certificated administrator appointed by the Superintendent to evaluate a certificated teacher.

**23.2.4** "Referred Participating Teacher" means bargaining unit member with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

**23.2.5** "Voluntary Participating Teacher" means any bargaining unit member (probationary or permanent) who voluntarily participates in the Peer Assistance Program.

## **23.3 Joint Committee**

**23.3.1** The Joint Committee shall consist of five (5) members: three (3) permanent certificated classroom teachers who are selected by the Association and two (2) members chosen by the Superintendent. The initial term for two (2) teacher members and one (1) Superintendent's member of the Joint Committee shall be two (2) years for one term cycle, and the initial term for the remaining members shall be three (3) years for one term cycle. For the purposes of length of term, the initial terms will start on July 1, 2000. Subsequent terms for all members shall be two (2) years.

**23.3.1.1** The Joint Committee shall make all decisions through consensus for appointments, reports and recommendations to the Superintendent, and program plans and budgets. Failing consensus, decisions shall be made by majority vote. Four (4) of the five (5) Joint Committee members shall constitute a quorum for the purposes of meetings and conducting business.

**23.3.1.2** The Joint Committee shall establish its own meeting schedule. Such meetings may take place during the regular workday. Teachers who are members of the Joint Committee shall receive a stipend of three thousand dollars (\$3,000) for the initial planning year, and one-thousand dollars (\$1,000) each subsequent year, and will be released from their regular duties to attend meetings without loss of pay or benefits.

**23.3.1.3** The Joint Committee shall be responsible for the following:

**23.3.1.3.1** Providing annual training for Joint Committee members.

**23.3.1.3.2** Adopting rules and procedures to effect the provisions of this Article, including but not limited to a method for selecting a Chair and another person to take and maintain meeting minutes. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

- 23.3.1.3.3** Establishing application procedures for Consulting Teachers.
- 23.3.1.3.4** Selecting the panel of Consulting Teachers.
- 23.3.1.3.5** Providing training for Consulting Teachers prior to the Consulting Teachers' participation in the program.
- 23.3.1.3.6** Selecting trainers and/or training providers, which may include District, university, CTA staff and/or private consultants.
- 23.3.1.3.7** Receiving written notification from the Superintendent of any teachers requiring participation in the Peer Assistance Program. Making available the list of Consulting Teachers for selection by the Participating Teachers. Communicating to the appropriate site principal the name of the Referred participating Teacher and their Consulting Teacher.
- 23.3.1.3.8** Distributing at the beginning of each year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
- 23.3.1.3.9** Reviewing the final report prepared by the Consulting Teacher.
- 23.3.1.3.10** Making recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the Peer Assistance Program. The recommendation is to consist of:
  - 23.3.1.3.10.1** Referred Participating Teacher's name
  - 23.3.1.3.10.2** Referred Participating Teacher did or did not participate fully in the Peer Assistance Program, and one (1) of the following:
    - 23.3.1.3.10.2.1** Is making progress and continued participation in the Peer Assistance Program is recommended; or
    - 23.3.1.3.10.2.2** Made significant progress and continued participation in the Peer Assistance Program is not needed; or
    - 23.3.1.3.10.2.3** Did not make progress in the Peer Assistance Program and is not recommended for continued

participation in the Peer Assistance Program.

- 23.3.1.3.11** Evaluating annually the impact of the Peer Assistance Program in order to improve the program.
- 23.3.1.3.12** Developing the budget for the Peer Assistance Program beginning with the 2000-2001 school year.
- 23.3.1.3.13** Planning staff development activities with year-end carryover funds. The Joint Committee shall establish a "Staff Development and New Teacher In-service Subcommittee," comprised of the members of the Joint Committee and an additional person selected by the Superintendent. By May 1 of each school year or each school year Subcommittee shall develop a budget for staff development activities with Peer Assistance Program year-end carryover funds. If the Subcommittee is unable to agree on a budget for the carry-over funds, the controversy shall be referred to the Association President and the Superintendent to resolve.

#### **23.4 Confidentiality**

All proceedings, documents, information, reports and other matter related to implementation of this Article shall be strictly confidential.

#### **23.5 Referred Participating Teacher**

- 23.5.1** A Referred Participating Teacher may select his or her own Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected by the Participating Teacher to work with him/her at any time during the first six (6) weeks of the process when requested by the Participating Teacher or the Consulting Teacher. The Participating Teacher shall be allowed only one (1) change per year.
- 23.5.2** A Consulting Teacher shall not participate in the formal District evaluation of any Referred Participating Teacher.
- 23.5.3** The Consulting Teacher, Referred Participating Teacher and site evaluator shall have an initial meeting to review the most recent evaluation of the Referred Participating Teacher.
- 23.5.4** All communication between the Consulting Teacher and a Referred Participating Teacher shall be confidential, and without the written consent of the Referred Participating Teacher shall not be shared with others, including the site principal, the evaluator, or the Joint Committee, with the exception of the Consulting Teacher's final written report as described in Section 23.7.10 of this Article.

**23.5.5** A Participating Teacher has the right to be represented throughout these procedures by an Association representative.

## **23.6 Voluntary Participating Teacher**

**23.6.1** The purpose of participation in the Peer Assistance Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of any Volunteer Participating Teacher.

**23.6.2** The Volunteer Participating Teacher may put in a request to the Joint Committee to participate in the Peer Assistance Program. The Consulting Teacher and the Volunteer Teacher shall meet to establish goals and develop a plan to meet his/her needs.

**23.6.3** The Consulting Teacher shall not prepare any written report regarding a Volunteer Participating Teacher.

**23.6.4** A Volunteer Participating Teacher may terminate his or her participation in the Peer Assistance program at any time. Terminating participation will not be reflected in any evaluation or any report.

**23.6.5** All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

## **23.7 Consulting Teacher**

The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures developed by the Joint Committee, provided that the following shall constitute minimum qualifications: credentialed classroom teacher with permanent status with at least four (4) years consecutive teaching experience; substantial recent experience in classroom instruction; and demonstrated exemplary teaching ability, as indicated by effective oral and written communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. A Consulting Teacher cannot be a member of the Joint Committee.

**23.7.1** Consulting Teacher positions shall be filled by the posting of the position by the District. Each applicant is required to submit a completed application. All applications shall be treated with confidentiality and they shall not be placed in a Consulting Teachers personnel file. The Joint Committee procedures for selecting Consulting Teachers shall include provisions for classroom observation of the Consulting Teacher Candidates.

**23.7.2** A Consulting Teacher shall be provided release time as determined by the Joint Committee. The term of the Consulting Teacher shall be two (2) years, and s/he may not serve in the position for more than two (2) consecutive terms.

- 23.7.3** Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. A Consulting Teacher may not be appointed to a site administrative position until two full years after the expiration of their Consulting Teacher term.
- 23.7.4** Consulting Teachers who work in a full time classroom assignment shall have the responsibility of no more than one (1) Referred Participating Teacher, or not more than three (3) Voluntary Participating Teachers.
- 23.7.5** Consulting Teachers working in a full time classroom assignment shall receive the following stipends:
- 23.7.5.1** Five hundred dollars (\$500) per year for a total of one thousand dollars (\$1000) for each two-year term for Consulting Teacher training and pre- and in-service.
  - 23.7.5.2** One thousand dollars (\$1,000) per year for working with each Voluntary Participating Teacher.
  - 23.7.5.3** Three thousand dollars (\$3,000) per year for working with a Referred Participating Teacher.
- 23.7.6** Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing and referring, or by other activities which in their professional judgment will assist the participating teachers.
- 23.7.7** The Consulting Teacher shall meet with Referred Participating Teachers to: discuss the Peer Assistance Program; establish mutually agreed upon goals and objectives; develop an assistance plan; and develop a process for determining successful progress in the Peer Assistance Program.
- 23.7.8** The Consulting Teacher shall meet with Volunteer Participating Teachers to establish mutually agreed upon goals and objectives and develop a plan to meet their needs.
- 23.7.9** The Consulting Teacher shall log the dates, times, and instructional area worked on with the Referred Participating Teacher and shall provide periodic written feedback to the Referred Teacher for discussion and review.
- 23.7.10** The Consulting Teacher's final written report shall make recommendations to the Joint Committee in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Participating Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
- 23.7.10.1** Is making progress and continued participation in the Peer Assistance Program is recommended; or
  - 23.7.10.2** Made significant progress and continued participation in the Peer Assistance Program; or



**23.7.10.3** Did not make progress in the Peer Assistance Program and it is not recommended to continue in the Program.

**23.7.11** The Consulting Teacher shall submit the written report to the Referred Participating Teacher to receive his or her input and signature before the Consulting Teacher submits it to the Joint Committee. The Participating Teacher's signature does not mean agreement, but rather that s/he has received a copy of the report. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

**23.7.12** When visiting a school site, Consulting Teachers shall adhere to the rules and procedures for visitors to the site.

**23.8** The results of the Referred Participating Teacher's participation in the Peer Assistance Program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Participating Teacher.

**23.9** Functions performed by bargaining unit members under this document shall not constitute either management or supervisory functions.

**23.10** Unit members who perform functions as Consulting Teachers or Joint Committee Members under this Article shall have the same protection from liability and access to defense as other bargaining unit members.

### **23.11 Budget for Peer Assistance Program**

**23.11.1** The Joint Committee shall develop the Peer Assistance Program Budget.

**23.11.2** The budget for the Peer Assistance Program shall not, in any one year, exceed the funding allocation for that year.

**23.11.3** Any and all funds remaining in the Peer Assistance Program at the end of a fiscal year shall be allocated for the purpose of staff development as outlined in Section 23.3.1.3.13 of this Agreement governing responsibilities of the Joint Committee. The Staff Development and New Teacher In-Service Subcommittee of the Joint Committee shall develop the budget for staff development activities with Peer Assistance Program year-end carryover funds.

**23.12** Nothing in this Article abridges the District's or bargaining members' rights and responsibilities under Education Code.

**23.13** PEA and PUSD shall create a joint bargaining committee in order to review Peer Assistance Program and Beginning Teacher Support and Assessment (BTSA) programs.

## **ARTICLE 24 - NON-DISCRIMINATION**

- 24.1** Neither the District nor the Association shall illegally discriminate against any bargaining unit member because of race, color, gender, gender identity, gender expression, ancestry, national origin, religion, sex, sexual orientation, age, disability, medical condition, genetic information, marital status, economic status, denial of Family and Medical Care Leave, political affiliation, domicile, military and veteran status, membership or participation in an employee organization's legal activities with respect to implementation or exercise of the rights and responsibilities contained in this agreement; or any other basis prohibited by law.

## **ARTICLE 25 - EMPLOYEE RIGHT/DUE PROCESS**

### **25.1 Just Cause/Due Process**

The district may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Nothing in this Article shall apply to procedures set forth in the Education Code, including but not limited to Education Code Sections 44938, 44939, and/or the non-reelection of temporary or probationary unit members.

### **25.2 Right to Representation**

**25.2.1** Each unit member is guaranteed his/her right to representation through the Association.

**25.2.2** A unit member is entitled to have present an Association representative when being formally reprimanded. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

**25.2.3** A unit member shall also be entitled to have present at meetings an Association Representative when the unit member has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

**25.2.4** Where the member during the course of the conference has a reasonable belief that discipline may arise from the discussion, he/she may request to have an Association Representative present and the request will be accommodated.

**25.2.5** In circumstances where rights to representation exist, an employee does not commit insubordination by refusing to participate in a meeting without a representative present.

### **25.3 Progressive Discipline**

The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.

### **25.3.1 Verbal Counseling/Warning**

The district shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's Personnel File, but may be attached to a subsequent Letter or Warning and/or Letter of Reprimand and included in the Personnel File.

### **25.3.2 Written Warning**

Subject to 25.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last four (4) years. A Written Warning will not be placed in the unit member's Personnel File at the time of delivery, but may be attached to a subsequent Letter of Reprimand and included in the Personnel File.

### **25.3.3 Written Reprimand**

Subject to 25.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last four (4) years. The unit member will be provided with a copy of the reprimand and a copy will be placed in the unit member's Personnel File. The unit member may attach a written response in a timely manner. Written Reprimands (the procedure) shall be grievable when not brought to the attention of the unit member in a timely manner and/or violates Article 24: Non-Discrimination. Content of Written Reprimands are not grievable.

### **25.3.4 Suspension Without Pay**

Subject to 25.2.1 above, suspensions will not be used unless the unit member has received a written reprimand about similar actions within the last four (4) years twelve (12) months. No unit member will be suspended more than (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

## **25.4 Notice**

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

**25.4.1** A statement of the specific acts or omissions upon which the action is based.

**25.4.2** A statement of the cause(s) for which action is recommended;

**25.4.3** Where applicable, the Education Code section, policy, rule regulation, or directive violated;

**25.4.4** Penalty proposed and effective date;

**25.4.5** Copies of the documentary evidence upon which the recommendation is based;

**25.4.6** A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 4: Grievance procedure of this Agreement subject to 25.6.1 below. Only suspensions and the exceptions in Article 25.3.3 above may be grieved under this Article.

## **25.5 Administrative Leave**

In the event a unit member is placed on administrative leave without advance notice, a notice providing the reason for the District's action will be sent to the unit member's last known address within a reasonable length of time, with a copy concurrently provided to the Association president.

## **25.6 Arbitration**

Only suspension without pay (Article 25.3.4) and the exception cited in Article 25.3.3 above may be appealed to arbitration under the grievance procedure in Article 4: Grievance Procedure of the Agreement commencing with Section 4.7. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

## **25.7 Confidentiality**

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by the law.

# **ARTICLE 26 - SITE MOVING and ROOM RELOCATION**

**26.1.** Unit members who are classroom teachers who are required to transfer to another site because of a District facilities project, the opening or closing of a school, involuntary transfer, or site facility emergency shall be allowed the daily per diem rate of pay up to two (2) days as follows: one day for time spent to pack and one day for time spent to unpack their classroom materials.

**26.2.** Unit members who are classroom teachers who are required to relocate their classroom within the same site due to a District facilities project, or site facility emergency shall be allowed the daily per diem rate of up to one (1) day for time spent to pack and unpack their classroom materials.

- 26.3.** Unit members who are counselors, psychologists or speech therapists and are required to transfer to another site or move their office or classroom to another site, shall be allowed the daily per diem rate of one-half (1/2) day for time spent to pack and unpack their materials.
- 26.4.** Unit members who are transferred under Paragraphs 1, 2 or 3 above may use the last work day of the school year to pack, but must also complete normal year-end closing duties.
- 26.5.** Unit members eligible for the per diem payment(s) set forth above but who do not pack or unpack their classroom materials shall not be entitled to any per diem payment.
- 26.6.** The District shall move the unit members' packed materials in a timely manner.
- 26.7.** The District shall provide boxes, markers and other necessary materials for packing two weeks before the scheduled move unless exigent circumstances exist, which circumstances shall be determined solely by the District, warrant a shorter period of time.
- 26.8.** The District shall provide unit members who are required to transfer or relocate their classroom under paragraphs 1 through 3 above at least two weeks' notice of the transfer or relocation, unless exigent circumstances, which circumstances shall be determined solely by the District, warrant a shorter period of notice.

## **APPENDIX A**

**CALIFORNIA EDUCATION CODE: Suspension and Expulsion**

## EC §48900

### **CALIFORNIA EDUCATION CODE: Suspension and Expulsion**

#### **EC §48900 – Grounds for suspension or expulsion; jurisdiction; legislative intent (Amended by Assembly bill 86 effective January 1, 2009)**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) A superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.



(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

**48900.1 – Pupil suspended by teacher for 48900 (i) or (k) violation; attendance of parent for portion of school day; local policy and procedures**

(a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a school day in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.

(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation. A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom.

The adopted policy shall include the procedures that the district will follow to accomplish the following:

(1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the school site.

(2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.

(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil.

(d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or within a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a).

**48900.2**

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

### **48900.3**

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

### **48900.4**

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

### **48900.5**

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

### **48900.6**

As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's nonschool hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action.

### **48900.7**

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if

there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

## **APPENDIX B**

### **SALARY SCHEDULES**

**2017-2018**

**Certificated Salary Schedule  
Psychologist / Speech Therapist / Behavior Specialist Salary Schedule  
Preschool Salary Schedule (182 Day)  
Adult Education Salary Schedule  
Extra Duty Stipends**

**2018-2019**

**Adult Education Salary Schedule**

**2019-2020**

**Certificated Salary Schedule  
Psychologist / Speech Therapist / Behavior Specialist Salary Schedule  
Preschool Salary Schedule (182 Day)  
Adult Education Salary Schedule  
Extra Duty Stipends**

## **APPENDIX C**

### **EVALUATIONS FORMS**

**(1 – 7)**

**Evaluation Notification Form  
Initial Conference Summary  
Observation Form  
Preliminary / Final Evaluation Summary  
Partner Collaboration Evaluation Plan  
Partner Collaboration Evaluation Summary  
Self-Evaluation Form**

## APPENDIX D

### ARTICLE 7 – LEAVES – PARENTAL AND MILITARY

#### **Additional Military Sick Leave**

Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. Notification to unit members shall be upon hiring. This leave must be used during the first year of employment with PUSD. Any leave unused shall be forfeited after 12 months from hire date. (Senate Bill 1180 – Public School Employees – Military Veterans: Leave of Absence for Illness or Injury.)

#### **Additional Parental Leave Rights**

Unit members may elect to utilize up to 12 weeks of their accumulated sick leave and extended sick leave (differential leave) for child bonding occasioned by the birth of the unit member's child, of the placement of a child with the unit member in connection with the unit member's adoption of foster care of the child as provided by California Family Rights Act ("CFRA" and AB 375, AB 2393 and California Ed Code 44977.5).

Unit members who have been employed for at least 12 months are eligible to take this leave.

For birthing mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

The leave must be completed within one calendar year of the birth, adoption or placement. The leave may also be taken in intermittently within the year.

Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to the expiration of the 12 week child bonding leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

## **APPENDIX E**

### **ARTICLE 8 – CLASS SIZE**

When determining the school averages for classes, the District shall not include the following classes:

- Band
- Chorus
- Home Hospital
- Independent Study
- Lab Assistant
- Leadership
- Los Medanos College Courses
- Peer Tutoring
- Physical Education
- Prep Periods
- Special Education and Self-Contained Classes (SDC)

Any changes to this Appendix shall require an agreement between PEA and the District.