



JUSTICE FOR ALL STUDENTS!

Standing Up For Student Success

Tentative Agreement Between PUSD and PEA

January 28, 2026

ARTICLE 12 - EMPLOYEE BENEFITS

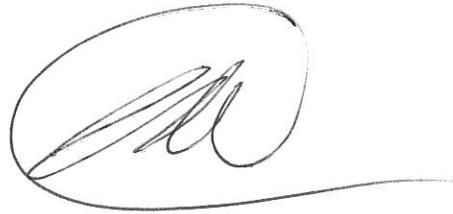
12.1 The employer shall provide health with paid prescription and dental with orthodontia benefits as specified within the Master Insurance contract(s) between the District and the respective insurance carrier(s) as listed below as long as the carrier(s) is willing to provide the program:

- 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
- E. **Long Term Disability Insurance: The Standard Insurance Company**

The District will cover the cost of the Standard long-term disability insurance base plan for all full-time unit members.

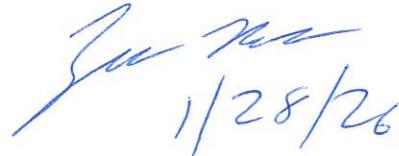
The remainder of the Article shall be at status quo.

For the Association:



1/28/26

For the District:



1/28/26



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PEA Proposal No. 4

MEDIATION

January 28, 2026

ARTICLE 13 – SALARY

13.1 Compensation

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

FY 2023-2024:

Five percent (5.0%) ongoing salary increase, effective July 1, 2023. Increases shall apply to all rates and schedules.

FY 2024-2025:

All salary schedules and rates shall be increased by the final state-adopted funded and applied LCFF COLA up to two percent (2.0%), effective July 1, 2024. If the state adopted and applied LCFF funded COLA is above two percent (2.0%), the parties shall agree to reopen Article 13 (Salary) for the 2024-2025 school year to bargain any additional increase. All increases shall apply to all rates and schedules.

If there is no State funded LCFF COLA for 2024-2025, then the parties agree to open Article 13 (Salary) for the 2024-2025 school year to bargain salary.

FY 2025-2026:

Two and three tenths (2.3%) ongoing salary increase, effective July 1, 2025. Increases shall apply to all rates and schedules.

The remainder of the article shall be at status quo.

Zoe Kar 1/28/26

JW 1/28/26

MEMORANDUM OF UNDERSTANDING
Between
PITTSBURG UNIFIED SCHOOL DISTRICT
And
PITTSBURG EDUCATORS ASSOCIATION

January 28, 2026

This Memorandum of Understanding (“MOU”) is entered into by and between Pittsburg Unified School District (“District”) and Pittsburg Educators Association (“PEA,” collectively “Parties”) concerning de-escalation training.

WHEREAS, the Parties recognize that effective training promotes a safe, healthy and inclusive learning environment for staff and students;

WHEREAS, the District is committed to providing training to staff on effective strategies to de-escalate student conflicts;

WHEREAS, the District trained de-escalation strategies are provided to support situational and verbal de-escalation efforts, staff are not required to execute de-escalation strategies when doing so would endanger the unit member’s health, safety, or well-being.

The Parties agree as follows:

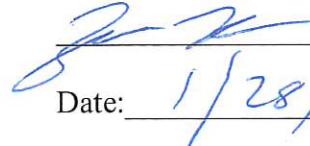
1. Each school site shall receive at least one training session on de-escalation strategies (e.g., CPI training) during the contracted staff meetings as described in Workday - Article 6.1.1. Such training shall be provided between August 2025 – September 30, 2026 and shall be mandatory for all unit members. Certificated staff hired after initial training shall receive training within two months of the employee’s start date within the contracted staff meetings as described in Workday - Article 6.1.1.
2. This MOU shall be subject to the Parties’ grievance procedures and shall be effective upon execution by the Parties.
3. This MOU shall be ratified by the Parties as part of the 2025-2026 Tentative Agreement.

4. This MOU shall expire effective June 30, 2027, and no terms contained herein shall be deemed a past practice.

For the Association:


Date: 1/28/26

For the District:


Date: 1/28/26



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Pittsburg Education Association Proposal No. 5

MEDIATION

January 28, 2026

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, (i.e. adequate toilet facilities; appropriate ventilation and filters with routine maintenance; proper disposals of hazardous chemical waste, biohazards, and sharps; climate control within District set climate ranges where such equipment is operational in that workspace; physical and emotional safety, etc) 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



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(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 **bargaining unit member** classroom shall be provided telecommunications equipment to be available for bargaining unit members when safety issues arise. At the time each bargaining unit member picks up their assigned walkie-talkie, they will be provided with written instructions on how to use it when covering duties outside of the classroom and in the event of a power outage, or other emergency that interrupts normal telecommunications. Bargaining unit member shall keep their walkie-talkie accessible, plugged in, and charged when not in use. In the event that a walkie-talkie is not functional, the bargaining unit member shall immediately notify their immediate supervisor within 10 days, and shall receive a functional replacement as soon as possible, thereafter, not to exceed 5 workdays after the notice, unless the replacement needs to be ordered. Replacements will be ordered within 5 workdays of notice. If provided by the vendor, a



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delivery date shall be provided to the bargaining unit member.

- 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 chart 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



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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 the site administration for misbehavior **or actions enumerated in Education Code 48900**, the unit member who wrote the referral shall be **notified in writing** by the site administrator of the action and response given to student within forty-eight hours (48) of the referral.

1.1.1.14 Education Code 48910 gives the educator the right to **suspend** students from the class for the day of suspension and the following day. As soon as possible, the teacher shall ask the parent guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference at a mutually agreed upon time if the teacher or the parent or guardian so requests.

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, **battery/assault** or menace where they are the victim or a witness. (**Definition of Battery: California Penal Code (CPC) 242- A battery is any willful and unlawful use of force or violence upon the person of another.**) The supervisor or designee shall report the incident to the appropriate enforcement authority and also inform the Superintendent's office as soon as possible. When a student has committed a physical threat and/or **battery/assault** on a bargaining unit member or is in possession of a weapon, the unit member may also request that the student be immediately removed from the classroom for the safety of the student, other students, and the unit member and the administrator or designee shall promptly arrange for the student to be removed from the classroom. 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. A student



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who has been removed from the classroom under this section may be returned to the classroom after the administrator or their designee has determined it is appropriate to do so and has informed the unit member of any consequences given to the student before returning the student to the classroom.

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. **Unit member shall be provided with optional counseling support**

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.



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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")

11.7 Facilitating learning is the primary function of the District and its schools. Students must not only master academic content but also develop the behavioral skills necessary for lifelong success. When students fail to follow established rules, policies, and procedures, discipline may be necessary. Discipline should be fair, consistent, equitable, and comply with Education Code 48900 provisions.

Educators have the right to:

- a. Be treated respectfully by all persons in the school community
- b. Work in a safe, healthy, and inclusive learning environment.
- c. All unit member rights afforded under the Education code regarding student discipline.

If a unit member has concerns regarding the ability to provide a safe learning environment for students, the unit member may request a meeting with the site principal or designated and/or the Special Education Director (if student has an IEP) or designee to discuss concerns. A meeting with the unit member and a representative of the unit member's choice will be scheduled within three (3) workdays to develop a mutually agreed upon solution to the problem. Solutions may include but are not limited to: professional development, training in classroom management and conflict management, additional preparation or collaboration time, support from administrators in the administration of student discipline. Any cost for any of the mutually agreed upon solutions shall be paid by the District.

11.8 For meetings in which administrators are present, they are responsible for governing the tone and conduct of parents/caregivers. Members shall not be required to continue in or other interactions which attendants are showing abusive physical or verbal behavior towards the bargaining unit member.

Terri Karr 1/28/26

AD 1/28/26

The District and the Association agree
to PEA's proposal to change numbering and
titles. PEA's proposal **Tentative Agreement**
#5 on 1/28/26. Date: January 28, 2026
Time: 2:55 AM  1/28/26

ARTICLE 8 - CLASS SIZE

8.1 Class Size

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

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

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

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

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

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

 1/28/26

8.1.2.4: Class size maximums shall be allowed to go up to 26 maximum per class for TK through 3rd grade and grade ¾ combination classes. For TK to 3rd grade and ¾ combination classes, Article 8.3 shall not apply.

8.1.2.5: The ¾ combination class size averages shall follow TK-3 grade averages. For ¾ combination classes, Article 8.2 is suspended during this agreement.

8.1.2.6: In order to compute school site averages beginning on or after October 1st of each school year in grades Transitional K through 3rd grade, including combination ¾ classrooms, all of the students in Transitional K through 3rd grade, including combination ¾ classes, shall be added and then that sum shall be divided by the number of Transitional K through 3rd grade, including combination ¾ 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 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.

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

8.3.33 Class Size Overages

8.3.33.1 Beginning in the 2026-2027 school year in elementary grades TK-5, when an elementary general education teacher (excluding elementary preparation teachers) teaches a student who is enrolled in SDC for forty-five (45) minutes or more as required by their IEP, and the addition of the student(s) results in an overage of their contracted class size numbers, the unit member shall be compensated as follows:

- For students 1 and 2, one hundred and seventy five dollars (\$175) per student, per month and for the 3rd student, two hundred twenty-five dollars (\$225) per student per month.
- If circumstances require more than three students over the contracted class size numbers, the parties shall meet and confer.

8.3.3.2 The general education teacher will have access to the student records in the student information system of all students who are enrolled in SDC and who also attend the general education teacher's class starting with the 2026-2027 school year.

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

8.3.33.3 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 and seventy five dollars (\$175) per student, per month; and
- For students 3, 4 and 5 an additional two hundred and twenty five dollars (\$225) per student, per month; and
- For students 6 or more, an additional two hundred and seventy five dollars (\$275) per student, per month.

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

8.3.33.4 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 and seventy five dollars (\$175) per student, per month; and
- For students 3, 4 and 5 an additional two hundred and twenty five dollars (\$225) per student, per month; and
- For students 6 or more, an additional two hundred and seventy five dollars (\$275) per student, per month.

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

8.3.34 8.4 Beginning with the 2021-2022 school year, the District will implement the following Special Education class sizes:

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

8.3.7.4.1 8.4.1 The District and PEA recognize that enrollment and class sizes routinely fluctuate during the first five weeks of school. The District shall make every reasonable effort to meet the above class sizes (8.3.7.4). Up to two (2) additional students may be added to the class sizes above when required by law or student or program need.

8.3.7.4.2 8.4.2 In the event that SDC class size exceeds, or continues to exceed, those set forth in section 8.3.7.4 8.4 above by more than two (2) students from the first day of school, the District must notify the Association of any unit member affected by this provision and must meet and confer on any class size exceeding two additional students over the above class sizes.

8.3.7.4.3 8.4.3 ~~After the third Monday after school begins,~~ The District shall compensate the SDC teacher member for any overage under section 8.3.7.4 8.4 above, as follows below. When calculating overage, students who have not yet attended school for the year will not be counted in the overage totals, even though they may still be listed on the class roster.

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

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

o

o Case Load Maximums

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

8.5.2 Caseload Maximums for Speech and Language Therapist

8.5.2.1 The District shall make every reasonable effort to maintain the recommended caseload of 55 for Speech Language Specialist.

The caseload limit for Speech and Language Pathologists is fifty-five (55).

and authorization for the

With the written agreement of the Speech Language Pathologist, Speech and Language Pathologists, whose caseload exceeds fifty-five (55) shall receive compensation as listed below:

56-65 students compensated at 120%

66-70 students compensated at 140%

over 65 *✓*
The student(s) over 55, or over 65, must be enrolled on the Speech Language Pathologist's caseload 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 fewer, the monthly compensation shall be prorated.

Compensation shall be paid for each month in which the Speech Language Pathologist is over fifty-five students.

When Speech and Language Pathologists receive a student whose IEP is not yet entered in SEIS, they must enter and submit the IEP into SEIS prior to the last working day of the month in order to receive compensation for any overage in that month.

~~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.~~

- The District shall comply with AB560. In order to best determine the distribution of the additional assessment, in compliance with AB560, PEA and the District shall form a joint working committee comprised of resource teachers appointed by the Association and admin appointed by the District to meet and create a plan for distribution by June 30, 2026, to go into effect for the 2026-2027 school year. This plan **shall include first right of refusal to current bargaining unit members** and shall be approved by PEA and the District.

~~8.6.1 Teachers shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size. e.g., a full time Resource Specialist with a caseload of twenty-eight (28) students shall not assess more than fifteen (15) additional students annually (55% x 28 students = 15 additional annual assessments).~~

~~Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid \$100 per additional assessment for those teachers who volunteer to take on such additional assessments.~~

8.6.1 If at the time of conducting an initial assessment an elementary RSP teacher's caseload is at the maximum of 28 students, they shall be compensated \$400 for completing each required initial assessment.

8.7 Secondary SDC teachers shall not be assigned to complete initial assessments. If the District has a need for a Secondary SDC teacher to complete an initial assessment, and the SDC teacher agrees in writing to complete the initial assessment, the SDC teacher shall be paid \$400.00 per assessment.

8.7.1 Elementary SDC teachers shall not be assigned **or asked** to complete initials.

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

8.9 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.

Tom Kue 1/28/26

MM 1/28/26



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Pittsburg Education Association Proposal No. 4
MEDIATION
Article 6 Hours
January 16, 2026

The Association proposes current contract language.

John 1/28/26

MM 1/28/26

