

ny 5/8/26
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ARTICLE 5

~~WORK YEAR~~ ~~WORKWEEK~~ ~~WORKDAY~~ HOURS OF EMPLOYMENT

5.1 Work Year

The Board shall determine the total number of workdays each year for each member of the Unit. The parties shall meet for the purpose of establishing employees' work year calendar and the timing of extra days, if any. The District agrees to meet and negotiate with PSEA regarding the decision and impacts and effects to implement an across-the-board work year reduction for all classifications of employees in the PSEA Bargaining Unit.

Generally, Unit members shall have a work year, which consists of nine and one-half (9½) months – 185 workdays, ten (10) months – 195 workdays, ten and one-half (10½) months – 202 workdays, eleven (11) months – 209 workdays, eleven and one-half (11½) months – 220 workdays, or twelve (12) months – 2432 workdays.

5.2 Workweek

5.2.1 The regular full-time workweek is defined as forty (40) hours, Monday-Friday. When appropriate, an alternate workweek other than Monday-Friday may be assigned. Unit member(s) assigned alternate workweeks shall receive two (2) consecutive days off during that period.

5.2.2 The workweek shall consist of not more than five (5) consecutive workdays for any Unit member having an average of four (4) hours or more during the workweek.

5.2.3 The number of work hours during the workweek assigned to a regular part-time employee shall be determined by the District.

5.3 Workday

5.3.1 The daily duty schedule for Unit members shall be assigned by the principal or immediate supervisor. Teachers do not qualify as the "immediate supervisor" of PSEA Unit Members.

5.3.2 Unit members who have a workday of five (5) hours or more shall be entitled to a duty-free, non-paid lunch period of thirty (30) minutes, which, insofar as is practical, shall take place after the Unit member has been on duty for four (4) hours. Unit members working between five (5) hours and six (6) hours may request, and their supervisor may grant, a waiver of the duty-free, non-paid lunch period. No employee shall have such a waiver imposed on them against their will. Either the

employee or their supervisor may cancel the waiver upon giving ten (10) working days' notice.

5.3.3 Unit members who work four (4) or more consecutive hours per workday will be granted a fifteen (15) minute rest period. Unit members who work at least seven (7) hours per workday shall receive two (2) fifteen (15) minute rest periods. Unit members who have a workday of at least three and three-quarters (3¾) hours shall receive a ten (10) minute rest period.

5.3.4 The workday may not be shortened by a Unit member foregoing a rest break or the unpaid lunch period. A supervisor may, on occasion, allow a Unit member, upon request, to defer a lunch break to the end of the workday.

5.4 General

Each position in the Unit shall have a designated, regular minimum number of assigned hours per day, days per week, and months per year.

5.5 Adjustment of Assigned Time

A Unit member who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a prorated basis as specified in Education Code Section 45136 i.e., sick leave, vacation, etc. Health and Welfare benefits, if applicable, will be provided consistent with Article 8.

5.6 Summer and District Recess Assignments

5.6.1 When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another or during a district recess, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in August, shall be required to perform services during such period.

5.6.2 A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

5.6.3 Selection Procedure for ~~Clerical Assistant, Campus Security Specialist and Summer Enrollment Clerk Positions.~~ Summer and District Recess Assignments

~~This section shall only apply to the following positions: Summer School Office Support and Campus Security Specialist and Summer Enrollment Clerk Positions.~~

Notices of these vacancies shall be posted throughout the District, in the same manner as promotional only opportunities open only to current employees of the District. The posting will include the selection procedure stated in the contract.

Qualified applicants shall be given the opportunity to work based on the selection criteria listed below. Qualified applicants for summer and district recess assignments~~the Summer School Office Support and Summer Enrollment Clerk positions~~ are those who have served a minimum of one full work year in a position requiring day-to-day working knowledge and usage of the current student data information system. ~~Qualified applicants for the Campus Security Specialist position are those who have served a minimum of one full year as a Campus Security Specialist. In both cases, a~~ Applicants must have received an overall "satisfactory" rating on their most recent evaluation. Selection for positions shall be offered annually on the basis of:

1. Recency of service in a summer position – Qualified applicants, who have the least recent service date, will be given the opportunity to work.
2. Date of Hire – In the case of a summer recency of service tie, the qualified applicants' date of hire will serve as the tiebreaker.
3. Employees who transfer from one site to another will bring their summer recency of service date with them.
4. For positions other than a substitute, the appointment to the position shall be credited as having worked for purposes of the selection procedure.
5. Newly hired employees will be credited with a summer recency of service date of the first summer following their employment.

Positions shall be filled from the district-wide qualified applicant pool on a rotational basis commencing with the applicant with the least recent summer service date. In the case of a tie, the applicant with the greatest district-wide seniority will be given the opportunity to work.

All employment is contingent upon sufficient student enrollment and may be terminated during the first week of school if anticipated attendance is not achieved.

5.7 Change in Work Schedule

5.7.1 The District may change an employee's work schedule on either a permanent or temporary basis. A change in work schedule is defined as a shift of a Unit member's assigned starting and ending time and/or routinely assigned workweek.

5.7.2 Permanent Change in Work Schedule

In the event the District determines to effect a permanent change in an employee's work schedule of more than one hour, the affected employee shall be given at least ten (10) calendar days prior written notice to the start of the school year and fourteen (14) calendar days during the school year. A permanent change in work schedule shall mean that the employee's regularly assigned ongoing workweek and/or starting and ending times are modified. Upon request, an opportunity will be provided for the Unit member to meet with their supervisor to discuss changing the start date of the new schedule.

5.7.3 Temporary Change in Work Schedule

In the event the District determines to effect a temporary change in an employee's work schedule, the affected employee shall be given five (5) calendar days written, prior notice. A temporary change in work schedule shall mean that the employee's regular assigned ongoing workweek and/or starting and ending times are modified for a period of no more than sixty (60) calendar days.

5.7.4 The provisions of Sections 5.7.2 and 5.7.3 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.8 Increase in Hours Assigned

The District shall have discretion to increase the assigned hours of a Unit member. Unit members who experience a bonafide hardship as a result of an increased assignment shall have the right to appeal the increase to the Associate Superintendent, Personnel Support Services or designee, who may grant the Unit member priority transfer status. A PSEA representative shall be accorded the opportunity to represent the affected employee in any conference involving the Associate Superintendent, Personnel Support Services or

5.9 Extra Work

Opportunities for project/extra work which has customarily and routinely been performed by District employees shall first be offered to appropriately qualified regular employees at the particular work site or department, according to seniority on a rotating basis.

If a supervisor or department head does not assign temporary project work/extra work to Unit members assigned to the particular work site or department, temporary project work/extra work of twenty-five (25) or more hours shall be listed on the Personnel Commission's website as available work prior to the selection of non-site/department regular employees to perform the work. An employee may not accept a temporary project work assignment that would conflict with the employee's regular contracted hours. The listing shall contain required qualifications, compensation and directions on how to apply. The selection of one non-site/department bargaining Unit member over another for project work/extra work shall be within the sole discretion of the District and shall not be subject to the grievance procedure.

If no regular District employee accepts an assignment of twenty-five (25) or more hours, then it shall be offered to appropriately qualified limited term employees. ~~Temporary project work/extra work shall not be counted for purposes of establishing eligibility for District health and welfare benefits or count towards permanency in the classification.~~

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ARTICLE 7 VACATION

7.1 General

- 7.1.1 Paid vacation shall be granted to all regular classified employees pursuant to the provisions of this article.
- 7.1.2 All newly hired Unit members shall accrue vacation credit but shall not be eligible to take paid vacation, except for mandated recess time, (as defined in Sections 7.1.3 and 7.8) prior to completion of their first six (6) months of service.
- 7.1.3 Absent approval of management, Unit members whose work year is less than twelve (12) months shall be required to use all vacation during the Thanksgiving, Winter, February and Spring break recesses.
 - (i) For purposes of this Article, vacation allocation shall be credited at the beginning of the fiscal year, pro-rated according to hire date, computed at the employee's regular hours per day assignment and adjusted annually to be in compliance with Section 7.7.
 - (ii) The vacation bank of any employee whose employment terminates prior to the end of the employee's work year will be adjusted to reflect the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year prior to the date of termination plus any accrued vacation carried over from the prior year. Any negative balance will be deducted from the employee's final pay warrant.
 - (iii) The vacation bank of any employee who completes the work year shall equal the amount of vacation accrued that work year, pursuant to Section 7.2, minus any vacation time taken that work year, plus any accrued vacation carried over from the prior year.
 - a. Vacation time, if any, may be used, with prior approval of the appropriate supervisor, during the employee's work year.
 - b. Unit members shall use excess vacation time (anything over one year accrual) before compensatory time is used.
 - (iv) Beginning with the 2020-2021 academic year, Unit members whose work year is less than 12-months with accrued

vacation in excess of ten (10) vacation days shall have additional vacation days up to the maximum District recess days paid out of the June pay warrant each year.

7.2 Vacation Accrual Rate

Vacation shall be earned and accrued on a monthly basis per hour of service, exclusive of overtime and added assignments. Employees whose anniversary date would entitle them to an increase in vacation accrual rate during an academic year will have their vacation accrual rate adjusted at the beginning of that academic year (July 1).

Annual vacation days for employees are set forth below.

7.2.1 During the first through the third year of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 <u>242</u> <u>workdays</u>)	12 Days
11.5 month employees (235 <u>220</u> <u>workdays</u>)	11.5 Days
11 month employees (224 <u>209</u> <u>workdays</u>)	11 Days
10.5 month employees (217 <u>202</u> <u>workdays</u>)	10.5 Days
10 month employees (210 <u>195</u> <u>workdays</u>)	10 Days
9.5 month employees (200 <u>days185</u> <u>workdays</u>)	10 Days

7.2.2 During the fourth through tenth years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees (260 <u>days242</u> <u>workdays</u>)	15 Days
11.5 month employees (235 <u>days220 workdays</u>)	14.5 Days
11 month employees (224 <u>days209</u> <u>workdays</u>)	14 Days
10.5 month employees (202 <u>workdays217 days</u>)	13.5 Days
10 month employees (210 <u>days195</u> <u>workdays</u>)	13 Days
9.5 month employees (200 <u>days185</u> <u>workdays</u>)	13 Days

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7.2.3 During the eleventh through fifteenth years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees	(260 days <u>242</u> <u>workdays</u>)	20 Days
11.5 month employees	(235 <u>220</u> <u>workdays</u>)	19.5 Days
11 month employees	(224 days <u>209</u> <u>workdays</u>)	19 Days
10.5 month employees	(217 <u>202</u> <u>workdays</u>)	18.5 Days
10 month employees	(210 days <u>195</u> <u>workdays</u>)	18 Days
9.5 month employees	(200 days <u>185</u> <u>workdays</u>)	18 Days

7.2.4 During the sixteenth year or more years of service employees shall earn and accrue annual vacation in accordance with the following:

12 month employees	(260 days <u>242</u> <u>workdays</u>)	22 Days
11.5 month employees	(235 <u>220</u> <u>workdays</u>)	21.5 Days
11 month employees	(224 days <u>209</u> <u>workdays</u>)	21 Days
10.5 month employees	(217 <u>202</u> <u>workdays</u>)	20.5 Days
10 month employees	(210 days <u>195</u> <u>workdays</u>)	20 Days
9.5 month employees	(200 days <u>185</u> <u>workdays</u>)	20 Days

7.3 Except as provided below, the number of days of vacation which may be carried forward to a new fiscal year shall not exceed the Unit member's annual allowance. Any excess vacation accrual that a Unit member does not take shall be paid out at the end of the fiscal year or carried forward to the following school year at the discretion of the District, except that Unit members shall have the right, upon request, to be paid out up to two (2) weeks of excess vacation accrual. Such requests shall be made during the month of October each year. A written request and justification for exceeding the carryover requirements must be submitted to the immediate supervisor. The supervisor will work with the Unit member to develop a plan for using the excess vacation.

- 7.4 The Unit member's initial date of employment in probationary status shall be the basis for the commencement of a year of service under the provisions of this Article.

Any employee contracted for less than eight (8) hours who works extra hours on a timesheet will accrue vacation hours on the extra time.

- 7.5 Unit members may request vacation dates in order of preference. If a conflict arises regarding the approval of vacation dates, the supervisor and employee shall meet in an attempt to arrive at a mutually agreed upon vacation date. The final authority for approval of requested vacation dates is vested with the supervisor.

- 7.6 Upon separation from service, the Unit member shall be entitled to a lump-sum compensation for all earned and unused vacation pay except that Unit members who have not completed six (6) months of service in regular employee status shall not be entitled to such compensation.

- 7.7 Unit members who have been paid for vacation in excess of their accrued vacation bank shall have their vacation bank reduced to reflect such excess payout or use of vacation annually. If a Unit member is terminated and has been granted vacation which was not yet earned and accrued at the time of the separation, the unearned vacation pay shall be deducted from the Unit member's final pay warrant.

- 7.8 Subject to prior approval of the supervisor, twelve (12) month employees may take vacation at any time during the school year. It is provided, however, that up to eight (8) days of vacation, with pay or without pay if there is insufficient accrued paid vacation, may be assigned during the Thanksgiving and Winter break recesses to all twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants when the ESS or Preschool Program is not in operation as specified in the ESS and Preschool Program calendars.

- 7.8.1 Twelve (12) month ESS Program Aides, Lead ESS Assistants and Preschool Instructional Assistants who are required to use vacation during the Thanksgiving and Winter breaks may, subject to prior approval of the supervisor, take an equivalent number of days as unpaid vacation at any time during the school year.

- 7.9 Annually, the District shall notify Unit members of the amount of their accrued vacation.

- 7.10 If a paid holiday occurs during a Unit member's scheduled vacation, such holiday shall not be counted as a vacation day.

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7.11 Any Unit member who becomes ill, injured or bereaved during a vacation period shall be eligible to convert to appropriate leave benefits. For illness, injury or bereavement of five (5) days or less, employees shall self-verify using the appropriate District form.

Illness, injury or bereavement of more than five (5) days may require verification using the appropriate District form.

Abuse of this provision, including repeated use, may require additional verification as determined by the District.

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ARTICLE 8 HEALTH AND WELFARE BENEFITS

8.1 Each eligible member of the Unit shall be provided a basic insurance package. The basic insurance package shall include major medical, vision, dental, and life insurance coverage. Employees may opt out of the major medical, dental and vision plans provided by Poway Unified School District subject to the provisions of 8.2.3. Specific benefits of the basic insurance package shall be described in the District's basic brochure. Copies of this brochure will be distributed to all members of the Unit as soon as they are completed.

8.2 District and Employee Contributions for Health and Welfare Benefits

8.2.1 Employees who are regularly contracted for a minimum of twenty (20) hours per week are eligible to participate in the District's Health and Welfare Benefit program.

Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee's selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Kaiser	100%	0%	80%	20%	80%	20%
Sharp	100%	0%	80%	20%	80%	20%
Scripps	100%	0%	80%	20%	80%	20%

The above applies only to Kaiser HMO, Anthem Select HMO (Sharp), Anthem Priority Select (Scripps), or any similar HMO plans offered by the District, inclusive of dental and vision coverage.

Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee's selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Anthem Blue Cross PPO	75%	25%	40%	60%	30%	70%

The above applies only to Anthem Blue Cross PPO, or any similar PPO plan offered by the District, inclusive of dental and vision

8.2.2 Effective with the 2023 Plan Year, for eligible employees who are currently receiving participating cash to warrant in the 2021 Plan Year as of September 19, 2021, they may elect one of the following options no later than September 1, 2022: (1) one-time buy-out of 225% of their total 2022 Plan Year participating cash to warrant amount to be paid in their January 2023 paychecks (employee must still be employed with the District as of January 15, 2023 in order to receive the one-time buyout), and then participating cash to warrant is eliminated; or (2) 4-year phase down of participating cash to warrant as follows: 100% of their 2022 Plan Year participating cash to warrant for Plan Year 2023, 75% of their 2022 Plan Year participating cash to warrant for Plan Year 2024, 50% of their 2022 Plan Year participating cash to warrant for Plan Year 2025, and then participating cash to warrant is eliminated starting with Plan Year 2026, assuming the employee remains employed with the District and makes no changes to their plan coverage during the period of the 4-year phase down (e.g., moving from employee only coverage to employee + 1 coverage would automatically disqualify the employee from continuing to receive the participating cash to warrant phase down plan). PSEA members eligible for participating cash to warrant must submit their election to the Director of Payroll no later than the September 1, 2022 deadline. For any eligible member who does not submit their election by the deadline, they will be provided with option (1) regarding the one-time buyout.

8.2.3 Proof of other insurance coverage must be provided in order to opt out of the major medical and dental plans provided by the Poway Unified School District. Neither Medicare, Medi-Cal nor individual marketplace or government exchange policies, such as Covered California plans shall qualify as "other group insurance coverage." Proof of other coverage must be provided to the District's Benefits Department no later than the end of open enrollment. If proof of other coverage is not provided by the end of open enrollment, the employee will be automatically enrolled in the basic employee only plan package (Kaiser, Dental, Vision, Basic Life Insurance). Employees opting out of the major medical plan are still required to purchase the mandatory life insurance. Additionally, employees who opt out of medical benefits may choose to enroll in dental and/or vision benefits, and the premiums for such dental and/or vision benefits for self and/or dependents shall be paid according to the applicable percentage for the plan selected as set forth in 8.2.1 above (see benefit brochure for cost). Effective with the 2022 Plan Year, the maximum 'Opt-Out' cash to warrant will be \$3,250

per employee per calendar year.

- 8.3 Upon initial eligibility or for continuing coverage employees whose monthly net earnings are less than the monthly premium payment, premiums required for coverage must be paid in advance either annually or semi-annually. Insurance coverage shall be canceled if the required premium payment is not received in the Payroll Department in advance of the required premium. If the coverage is allowed to lapse, it may not be reinstated the following year.
- 8.4 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on District approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
- 8.5 Retired employees may purchase the basic health plan for themselves and their eligible dependents - employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or older, and have five (5) consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.

8.5.1 Post Health and Welfare Benefits for Eligible Retired Employees

Unit members, retiring under one of the District's formal retirement plan(s) (PERS-~~o, r~~-STRS, or PARS), at least age fifty-~~five~~ (505) or older, having five (5) consecutive years of benefited service with the District, and having at least ten (10) overall years of service with the District, will be eligible for a District contribution towards their retiree health coverage through age sixty-five (65) or Medicare eligibility.

The District contributions will be based on a percentage of the cost of the lowest price plan for employee only coverage and will vary by years of District service at retirement as follows:

Years of Service at Retirement	District Contribution Percentage
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At least 10 years of service but less than 15	50%
At least 15 years of service but less than 17	80%
At least 17 years of service but less than 20	90%
20 or more years of service	100%

All monies paid by the District must be used for medical, dental and vision coverage for the employee; no other benefits are covered for employees under this agreement. Eligible Unit members may purchase additional benefits for themselves or eligible dependents. Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical, dental and vision premiums. Premiums will be reimbursed annually with submission of required documentation.

Eligible Unit members must meet all criteria: retire into District plan, age, years of service, years of service in a benefited position, and must be in a benefited position and covered by a District plan at time of retirement. For retirements which take effect on or after June 21, 2012, the words "years of District service" means years of service in any of the District's bargaining Units or in the District's management association. Additionally, up to five (5) years of District service outside of any of the District bargaining Units or its management association shall be counted for purposes of determining "years of District service" under this section.

	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
4-5.99 -73%	58%	65%	73%
6-7.75 -92%	73%	82%	92%
7.76-8 -100%	80%	90%	100%

The above chart shall be applicable to eligible employees who retire on or before October 31, 2015. Eligible employees who retire on or after November 1, 2015, but before December 17, 2021, shall receive a District contribution in accordance with the following chart effective January 1, 2016, and shall remain on the chart above until such time.

15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
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80%	90%	100%
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Eligible employees who retire on or after December 17, 2021, shall receive a District contribution in accordance with the following chart effective January 1, 2022, and shall remain on the chart above until such time.

10-14.99 Years (50%)	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
50%	80%	90%	100%

For the purpose of this agreement as it relates to eligibility for post-retirement benefits, any employee who resigns or retires from the Poway Unified School District and is then subsequently re-employed by the District on or after June 30, 2006, will carry no service credit forward to qualify for this Post Retirement Health and Welfare Benefit, and will need to reestablish eligibility.

Effective for the 2023 Plan Year, the funding of this post-retirement medical benefit, as reported for the required GASB 75 actuarial, is funded as follows: on an annual basis, the District shall allocate the equivalent of 1% of Unit employees' contracted salaries, only to the District's Irrevocable OPEB Trust, for the benefit of PSEA retirees.

- 8.6 Employee and dependents insurance coverage shall be canceled under the following conditions:
- (a) The leave expires and the employee does not return to active duty.
 - (b) A required premium payment is not received in the Payroll Department.
- 8.7 The District agrees to allow for the continuation of benefits as required by Federal Law (COBRA).
- 8.8 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 22, the effective dates in this Article are controlling over Article 22.

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ARTICLE 10 TRANSFER PROCEDURES

- 10.1 A transfer is defined as an employee-initiated movement from one work site to another within the same classification, or, to a related classification in the same job family at the same salary range, or, to a lower, related, classification in the same job family and for which the Unit member meets the minimum qualifications of the District.
- 10.2 Each permanent Unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such procedures shall include the use of a transfer request form, which has been filed with the Personnel Commission. Such requests shall be operative until June 30. Unit members shall be notified of the upcoming expiration of their transfer request by May 30, and shall be given the option of renewing their requests for the following academic year. Failure to notify a Unit member of the upcoming expiration of their transfer request will result in the automatic renewal of the transfer request for the following academic year. Acknowledgment and approval by the employee's current supervisor shall not be required to request a transfer.
- 10.3 Outside applicants will be employed for positions only after District employees who have filed transfer requests have been considered for transfer. The following criteria shall be considered in determining transfer:
- (a) The needs and efficient operation of the District as determined by the Superintendent or designee.
 - (b) The recommendation of the current administrator or supervisor.
 - (c) The recommendation of the administrator or supervisor where the vacancy exists.
 - (d) Evaluations and other records of job performance.
 - (e) Recent training and/or experience relevant to the vacancy.
 - (f) Seniority within the classification.
- 10.4 Reassignment is defined as a District-initiated change of employee work location. The District reserves the right to assign and reassign employees consistent with District needs.
- 10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the Unit member's principal or department head when they deems a reassignment would be in the best interests of the Unit member or the District. Before any request for an involuntary reassignment is acted upon, the Unit member shall be given at least ten (10) calendar days written notice prior to the start of the school year and fourteen (14) calendar days during the school year by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. Upon request, an opportunity will be provided for the Unit member to meet with appropriate division administrator or the Associate Superintendent for Personnel Support Services

to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

- 10.6 Temporary Reassignment Pool: ~~For the Lifeguard classification, t~~The District may create a temporary reassignment pool of employees by classification who are willing to be temporarily assigned to a different work location to cover an absence or staffing shortage not to exceed seven (7) workdays. ~~Lifeguards~~ Employees who have volunteered to be in the pool will be offered opportunities in their current classification to temporarily work at a different work location on a rotating basis in order of classification seniority. ~~Lifeguards-Employees~~ who accept an offer to work at a different work location will be paid a daily stipend of \$25 in addition to their regular salary for each day they agree to work at another site. If the hours they work at another site exceed their regular daily hours, they shall be paid for their actual hours worked, in addition to the daily stipend.
- 10.7 Nothing herein precludes PSEA and PUSD from mutually agreeing to shorten or waive any time limits contained in this Article.

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ARTICLE 13
SAFETY CONDITIONS OF EMPLOYMENT

13.1 The District shall provide safe working conditions for PSEA unit members of the Unit within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions. The District shall be responsible for the promulgation of safety rules for all Unit members and shall oversee the conditions of the District facilities.

13.2 An employee will not be discriminated against for reporting unsafe working conditions.

13.3 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto. An employee shall not knowingly be required to perform work which would be unsafe for the employee. For the purposes of defining an unsafe condition reference shall be applicable to rules and regulations of Cal-OSHA.

13.4 A Unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal or supervisor who shall investigate the possible hazard and recommend appropriate action. A designated PSEA representative and the site administrator or supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy, providing that the employee has first brought the alleged safety problem to the attention of the supervisor. If the employee believes a safety problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation with a PSEA representative.

13.5 In the event a safety complaint is filed by a Unit member with an appropriate state or federal agency, a Unit member selected by the Union shall be entitled to accompany the agency's safety inspector during on-site inspections. The Union shall be given advance notice of such inspections when known.

13.6 The parties agree to establish a joint Union/management safety committee to meet approximately every quarter to discuss safety related problems, if any, and propose recommendations. The committee shall also discuss legally required safety training for all employees who work with hazardous materials. The parties shall each select three (3) committee representatives. One of the District's committee representatives shall be the designated District safety official.

~~13.1 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto.~~

- ~~13.2 The Superintendent shall be responsible for the promulgation of safety rules for all Unit members and shall appoint a district safety officer to oversee the conditions of the District facilities.~~
- ~~13.3 A Unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal or supervisor who shall investigate the possible hazard and recommend appropriate action. No reprisal shall be taken against any Unit member who has reported a possible safety hazard.~~
- ~~13.4 A designated PSEA representative and the site administrator or supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy, providing that the employee has first brought the alleged safety problem to the attention of the supervisor.~~
- ~~13.5 If the employee believes a safety problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation with a PSEA representative.~~
- ~~13.6 The parties agree to establish a joint PSEA/PUSD safety committee to meet at the reasonable request of either party to discuss safety related problems, if any, and propose recommendations. The parties shall each select three committee representatives. One of the District's committee representatives shall be the District Safety Officer.~~
- 13.7 Should the employment duties of an employee reasonably require the use of any equipment or gear to insure the safety of the employee or other, the District agrees to furnish such equipment or gear.
- 13.8 The District will provide all Unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
1. Procedures to prevent the spread of contagious diseases;
 2. Proper ergonomic set up and operation of work stations;
 3. Professional Assault Crisis Training (ProACT) or comparable training; and
 4. Correct lifting procedures.
- 13.9 No unit member shall be required to lift a student without the assistance of another employee or a lifting device.
- 13.10 Employees assigned to students with Individual Education Plans (IEP) and/or 504 Plans shall be notified and provided access to relevant documentation as soon as possible in order to protect and support students and employees.

13.11 Workplace Violence Prevention Plan

The District and PSEA are committed to maintaining, updating, and enforcing a Workplace Violence Prevention Plan (WVPP) to ensure a safe and respectful work environment for all individuals. This commitment extends to the timely reporting and resolution of any incidents involving violent or disruptive behavior.

13.11.1 Reporting and Response Procedures:

13.11.1.1 All employees are required to report any instance of violent behavior using the reporting system defined in the WVPP.

13.11.1.2 Employees will be notified of any corrective or preventative actions taken without violating confidentiality of other individuals, within a reasonable timeframe after the incident is reported.

13.11.1.3 The Safety Committee (referenced in Article 13.6) will review all reported incidents and their outcomes in accordance with the WVPP.

13.12 Site Safety Plan

Each site supervisor will be responsible for the development of a site safety plan. Unit members at the site will be given the opportunity to provide input in the development of the plan. A copy of the site safety plan will be available for review to each unit member upon request.

13.13 Personal Property Lost/Damaged

The District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the unit member when such items are damaged in the line of duty without fault of the unit member.

13.14 Upon request, jackets will be provided to Campus Security Specialists and Bus Aides.

13.14.1 CalPERS Reporting Requirements

The District will report to CalPERS the monetary value for the purchase and maintenance of any unit member's required uniforms. The District will report this uniform allowance on a monthly basis to CalPERS. The uniform allowance amount reported to CalPERS will be derived from the District's total calendar year cost for providing and maintaining the unit members' uniforms not to exceed \$400.00, per year, per unit member, as pensionable compensation. Pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA"), uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013.

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225/8/26
PSEA 5/8/2026

ARTICLE 14 WAGES

14.1 Salary Schedules

14.1.1 Effective July 1, 202~~36~~²⁷, all PSEA Salary Schedules will be increased by ~~a total of 54.0%~~.

Effective January 1, 2027, all PSEA Salary Schedules will be increased by an additional 1.5%.

If any other bargaining Unit for 202~~36~~²⁷-202~~47~~²⁸ receives an across-the-board salary increase exceeding ~~5.55.0%~~, then all PSEA Salary Schedules will similarly be increased by the difference between ~~55.5.0%~~ and any higher wage increase to any other bargaining Unit.

14.1.2 PERS Pension Reform Implementation

14.1.2.1 PERS Eligible Unit Members hired on or after January 1, 2013

Effective July 1, 2013, all Unit members hired by the District on or after January 1, 2013, or who become PERS eligible on or after January 1, 2013, shall be placed on the non-EPMC Schedule (5% higher than the EPMC Schedule). Unit members placed on the Non-EPMC Schedule shall pay one-half of the normal cost of PERS participation.

14.1.2.2 PERS Eligible Unit Members hired prior to January 1, 2013

All PERS members who are compensated based on placement on the EPMC Schedule will remain on the EPMC Schedule and the District will continue to pay their PERS member contribution.

14.1.2.3 The District's payment of a Unit member's PERS contribution under the EPMC Schedule shall be included in any salary comparability study conducted by the District and PSEA or the Personnel Commission of the District.

14.1.2.4 Both the District and PSEA believe the above provisions are permissible and in compliance with PERS statutes, regulations, and directives. It is understood and agreed that if any of the above provisions are contrary to existing or future

PERS statutes, regulations, or directives, such statutes, regulations, or directives shall supersede the above provisions. The District and PSEA agree to meet and negotiate for the purpose of revising any of the above provisions that require amendment due to superseding PERS statutes, regulations, or directives.

14.2 Longevity

14.2.1 The employer agrees to pay a longevity increment to each employee covered by this Agreement, based on the current salary schedule step. Longevity pay shall be calculated on a compounding basis. When earned, each longevity increase shall be added to the employee's base salary. Future longevity increases shall be calculated using the employee's base salary including previously earned longevity pay. Longevity pay shall be reported to CalPERS as pensionable compensation, as permitted by state law and CalPERS regulations, including PEPPRA. This provision does not create new eligibility, increase the longevity schedule, or change any other terms or conditions of employment. If required by law or CalPERS, the District shall make necessary adjustments and, upon request, the parties shall meet and confer.

- (a) A total of ~~1-1/4~~ percent after seven and a half (7.5) years with the employer;
- (b) A total of ~~3-5~~ 1/2 percent after ten (10) years with the employer;
- (c) A total of ~~4-1/2~~ 7 percent after twelve and a half (12.5) years with the employer;
- (d) A total of ~~6-8~~ 1/2 percent after fifteen (15) years with the employer;
- (e) A total of ~~7-1/2~~ 10 percent after seventeen and a half (17.5) years with the employer;
- (f) A total of ~~9-11~~ 1/2 percent after twenty (20) years with the employer;
- (g) A total of ~~10-1/2~~ 13 percent after twenty-two and a half (22.5) years with the employer;
- (h) A total of ~~12-14~~ 1/2 percent after twenty-five (25) years with the employer;

(i) A total of ~~13-1/2~~16 percent after twenty-seven and a half (27.5) years with the employer, ~~and~~;

~~(j)~~ A total of ~~15-17~~ 17 1/2 percent after thirty (30) years with the employer, ~~and~~;

~~(j)(k)~~ A total of 19 percent after thirty-two and a half (32.5) years with the employer.

14.2.2 Longevity increments shall be paid effective on the employee's annual anniversary date of employment with the District.

14.3 Increase Following Promotion

An employee who is promoted to a classification allocated to a range with a higher maximum salary shall be placed on the step of that range which most closely approximates 8 percent (8%) in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.4 Step 6 Pay for Highly Qualified Paraprofessionals

14.4.1 Effective May 1, 2025, All classified staff members working in any job classification in the Paraprofessional job family of the Office, Technical, Business Services and Paraprofessional salary schedule for classified staff, be it permanent, limited term or substitute, who possess a valid CA teaching credential, or have earned a four-year baccalaureate or higher degree from a regionally accredited college or university with official transcripts showing conferral and have passed the CBEST, will automatically be placed at Step 6 of the salary range designated for the classification in which the employee is working.

14.5 Night Differential

14.4.1 A night differential of 5 percent is established to compensate for all shifts that have 50 percent (50%) or more work between the hours of 5:00 p.m. and 8:00 a.m.

14.4.2 It is understood that anyone receiving time and one-half (1-1/2) from their regularly scheduled working hours will not be compensated for the night differential percentage.

14.4.3 In addition, any regularly scheduled employee whose job performance constitutes more than 50 percent (50%) of their time between the hours of 5:00 p.m. and 8:00 a.m. in a regular month will be compensated with a night differential.

14.6 Split Shift Differential

14.6.1 A split shift is defined as a regular work schedule which is separated by a non-paid non-working period of time other than the assigned duty free meal period as a part of their contracted position work day.

14.6.2 Employees assigned to a split shift shall receive a split shift differential of \$100 monthly in accordance with this agreement.

14.6 Range Increases

The Board may increase the salary range for any classification in the Unit after affording PSEA an opportunity to meet and negotiate.

14.7 Overtime

14.7.1 Overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked or in excess of forty (40) hours per workweek. When a four-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay.

14.6.2 Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the Unit member's regular hourly rate. For full time employees Time and one-half (1-1/2) will be paid for all hours worked on the sixth consecutive day and double time will be paid for all hours worked on the seventh consecutive day.

Employees having an average workday of four hours or more during the workweek shall receive one and one-half (1-1/2) the employee's hourly rate of pay for all hours of work assigned on the sixth or seventh consecutive day following the commencement of the workweek.

14.7.3 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) the regular rate of pay and be guaranteed two (2) hours of pay.

14.7.4 Employees who are required to work on a holiday shall receive regular pay for the holiday plus time and one-half (1-1/2) for hours worked during the holiday and are guaranteed a minimum of three (3) hours of pay.

14.7.5 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the employer. Such time

off to be computed at the rate of one and one-half (1-1/2) times the number of hours worked as overtime.

14.7.6 Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. Unit Members may use earned compensatory time in lieu of vacation time during the district recess days stated in 7.1.3.

14.7.7 Unit Members shall submit a copy of their signed Compensatory Log for payment of unused compensatory hours when changing locations or for unused compensatory time accumulated at the 13th month. Upon such submission, the Unit members shall be paid all unused compensatory hours on the following pay period.

14.8 Extra Work Assignment Pay (Classified Sub Rule)

The classified "sub rule" only applies if the employee is a contracted employee and provides services for any hours in addition to their contracted assignment. The contracted employee shall be paid as follows for those additional hours (also known as "timesheet hours"):

- If their contracted hourly rate is between Step 1 and Step 6 of the Range they are timesheeting hours for, pay them their contracted hourly rate.
- If their contracted hourly rate is less than Step 1 of the Range they are timesheeting hours for, pay them Step 1 of the Range they are timesheeting hours for.
- If their contracted hourly rate is greater than Step 6 of the Range they are timesheeting hours for, pay them Step 6 of the Range they are timesheeting hours for.
- Longevity is added to the hourly rate if applicable.
- If the conditions of Section 14.13 have been satisfied, the employee will be paid out of classification pay pursuant to Section 14.13 rather than at the "sub rule" for those additional hours.

14.9 Overnight Assignment

The following procedure will be used when the District determines that a Unit member is needed to provide services to a special needs student on an overnight assignment.

14.9.1 Selection process/assignment

The selection process will not advance to another level if there is at least one qualified volunteer at the current level. When there are two or more volunteers within one level the senior employee will be given first consideration when all things are equal.

- (a) The current employee assigned to the special needs student will be given first choice to attend.
- (b) Permanent employee at site in same classification and overall satisfactory evaluation (meets standards) and not one-on-one assignment.
- (c) Permanent employee at site on eligibility list with overall satisfactory evaluation (meets standards) and not one-on-one.
 - Permanent special education assistant employee at site with overall satisfactory evaluation (meets standards) and not one-on-one.
- (d) Permanent employee in same classification with overall satisfactory (meets standards) at another site and not one-on-one.
- (e) District choice.

Selection within level 1 – 4 will be based upon the following:

- (a) Willingness to fulfill assignment responsibilities (duration, overnight).
- (b) Gender appropriate
- (c) Meet physical demands and/or medical needs of student.
- (d) No work restrictions that adversely impact ability to provide service to student.
- (e) Factors or experience specific to the needs of the student or assignment.

When two or more volunteers within a level are equally qualified the most senior employee will be given first consideration.

If the current employee will not or cannot assume the assignment they may be reassigned for the period of the assignment to cover the absence of the person from the same or another site covering the assignment.

14.9.2 Compensation

Employees will be compensated for eight (8) hours at their regular rate of pay and will receive a stipend of \$50.00 per day. Necessary expenses for food and lodging will be provided by the employer. Employees who provide direct support overnight to medically fragile or profoundly disabled students will be compensated accordingly, upon approval by their principal.

14.10 Call Back

When a Unit member is required to return to work after having left their regular duty station following the completion of a regular workday/work shift/workweek, the employee shall be paid for a minimum of three (3) hours at the appropriate rate of pay without regard to the length of time worked. Overtime pay is subject to the provisions of Section 14.6.

14.11 Call In Time

Any Unit member called in to work on a day when they are not scheduled to work shall receive not less than three (3) hours of pay at the appropriate rate.

14.12 Expense Reimbursement

Unit members who incur travel expenses, including food and lodging expenses, due to a work assignment away from the District shall receive reimbursement in accordance with District operating procedures. (Submission of form entitled "Conference/Meeting Attendance Request and Expense Claim".)

14.13 Mileage

Any Unit member required to use their vehicle on District business shall be reimbursed at the Board-adopted rate per mile for all actual miles driven on behalf of the District. Unit members required by the District to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred.

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage at the Board approved rate and shall be in paid status during the period of required travel. Neither an employee's break nor lunch period shall be allocated as travel time.

14.14 Working Out of Classification

If a Unit member is assigned to work in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, the Unit member will receive an upward salary adjustment for the entire period.

The salary adjustment shall be determined by placement of the Unit member on the step of the range which most closely approximates an 8 percent (8%) increase in the Unit member's salary. However, the maximum adjustment shall be Step 6 of the salary schedule.

14.15 Short-Term Substitute Out of Classification Pay

If any employee is assigned to substitute for another employee in a higher classification in place of their regular contracted assignment for one full shift and for no more than five (5) working days, the employee substituting shall be compensated at the range they are timesheeting for at the step that most closely approximates at least a 5% increase of their contracted hourly rate.

14.16 Pay Options

Unit members with a work year less than eleven and one-half (11 ½) months will receive eleven (11) equal pay warrants.

14.17 Unit members who are required to attend license or certification classes as a condition of continued employment, i.e. CPR, shall receive compensation in accordance with the Fair Labor Standards Act and scheduled with Supervisor approval.

For employees requested to have CPR/First Aid Certification by their supervisor and agreed to by the employee, time spent on training will be compensated in accordance with the Fair Labor Standards Act and the District will pay for the cost of the certificate.

The District will develop and maintain an exclusive list of CPR/First Aid certification vendors to ensure quality and consistency of training. All training, including site training, must come from the District's approved list.

District sponsored training sessions will be provided on a variety of days, times and locations, not less than four (4) times per year.

14.18 Campus Security Supervisors and Lifeguards who are required to work out of doors in inclement weather shall be provided a hooded raincoat.

14.19 Error in Salary

Whenever it is determined that an error has been made in the calculation or reporting in any Unit member's payroll or in any Unit member's salary the District shall, within five (5) workdays following such determination, provide the Unit member with a statement of the correction and a supplemental payment drawn on any available funds.

14.20 Education Financial Incentive Program

Financial incentive support is available to all bargaining Unit members who meet the guidelines listed below. This program is designed to promote and encourage classified professional development opportunities that fall both within and outside the employee's regular workday.

14.20.1 Employee Eligibility

Bargaining Unit members requesting financial incentive support for professional development opportunities must meet the following criteria:

- a. Must be an active classified employee of the District.
- b. Must have non-probationary employee status and be in a permanent position with the District.
- c. Supervisor approval is necessary if time from work is requested to attend a professional development opportunity. (Interested staff may submit their request for consideration to both the Committee and their Supervisor simultaneously for consideration.) If there is not a work shift conflict in attending an approved professional development opportunity, the employee need only communicate their participation to, not request permission from, their immediate supervisor.

14.20.2 Eligible Courses, Training and "Other" Opportunities.

Employees may request a scholarship-type of reimbursement stipend, either full or partial, for on-going eligible professional development opportunities, courses, and/or training conducted by a recognized institution/organization offering instruction that will benefit the employee and the District. The following criteria will be used to determine the point value of the applicant's request:

- a. Classes, courses, workshops or "other" types of programs that will enhance the individual employee's ability to perform in their current position.

- b. Funding may not be used for on-going formal higher education unless the coursework directly supports employee's current position.
- c. Funding may be used for tuition fees and books required for the approved courses/training.
- d. An employee may apply for amounts up to \$500 per fiscal year. This amount may be reduced due to funding availability.
- e. Qualified employees must submit dated, itemized receipts for all approved expenses for reimbursement after completion of courses/training.
- f. Qualified employees must submit a certificate of satisfactory completion or a letter grade of "C" or better, in order to be reimbursed.

14.20.3 Approval Process

- 14.20.3.1 A PSEA-wide Education Financial Incentive Committee (Committee) will be created to review employee requests for financial and/or scholarship support for professional development. The Committee will be comprised of three (3) representatives from the administration and four (4) representatives from PSEA.
- 14.20.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.20.3.3 An employee must submit a request for financial incentive support on District form LSS-21, *Education Financial Incentive for Classified Employees Request for Reimbursement*, to the Financial Incentive Committee prior to the class, course, workshop or "other" type of program. Requests submitted for course/training that occurred prior to the current fiscal school year will not be considered.
- 14.20.3.4 Three members of the Committee constitute a quorum. Awards shall be decided by simple majority of the quorum. Decisions made by the Committee are final and not subject to appeal.
- 14.20.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

14.20.4 Budget

The District shall allocate \$10,000 each year for all costs and corresponding approvals associated with this program for Unit I and Unit II combined. Financial incentive support will be disbursed until the funds are depleted. If all funds allocated are not utilized within the fiscal year, the parties shall meet and confer on how to best reallocate carryover funds.

Since budgeted funds are limited for the District's Educational Financial Incentive Program, a rating system will be established with a scale of one (1) to three (3) in order to merit priority of the application. The rating system is as follows:

- Employee Eligibility Four (4) criteria outlined for employee eligibility. If all four are met, then employee is eligible and is scored one (1) point.)
- Course/Workshop Eligibility (6 criteria outlined for course/workshop eligibility. If all 6 are met, then course/workshop is eligible and is scored one (1) point.)
- Timeliness of Submission (All applications will be date/time stamped and, if received by the designated cut-off date, application is considered eligible and will be scored one (1) point.

14.21 Professional Learning Program (PLP)

PSEA and the District share a commitment to ongoing professional growth by PSEA bargaining Unit members. To that end:

14.21.1 Professional Learning Program Budget

Beginning with the 2022-2023 school year, the District will contribute on an annual basis \$250,000 between Units I and II combined to fund the Professional Learning Program described in this Article. This amount shall be encumbered by the District for payment of salaries, benefits, publications, and contracted services by independent contractors. The remainder of the unencumbered funds will be paid to PSEA to be used for additional expenses specifically related to the PLP. PSEA will periodically provide the District with an invoice for lump sum distributions of the unencumbered funds.

Any unused funds shall be carried over to the following year. When invoicing the District, PSEA shall also provide the District with documentation regarding how the PLP funds were used. Any failure to provide the backup documentation may result in a delay with

processing any invoice from PSEA until such documentation is provided.

14.21.2 Professional Learning Advisory Board

The Professional Learning Advisory Board is comprised of a minimum of three (3) PSEA and two (2) District members, selected by each party. A PSEA designee and a District designee will jointly have the responsibility of co-chairing the Professional Learning Advisory Board.

The Advisory Board shall meet monthly during the school year (10 times per year) and shall be responsible for:

1. Developing and overseeing a Professional Learning Program for PSEA Unit members.
2. Developing and overseeing a Professional Partner Program to assist new hires and promotional probationary employees in succeeding at their new positions.
3. Assisting in the development of events for Professional Growth Days.
4. Develop additional opportunities for professional learning by Unit members.
5. Identify and approve professional development opportunities that are aligned with the District goals, are job embedded and closely related to professional responsibilities.

PSEA representatives on the Advisory Board shall receive a stipend of \$500.00 per year (paid tenthly) from the Professional Learning Program Budget for participating on the Advisory Board.

14.21.3 Professional Learning Coordinator

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for both Unit I and Unit II combined. The Coordinator shall be a PSEA Unit member, selected by PSEA, who shall be on a leave of absence from his or her Unit position while serving as Coordinator. The cost of the leave of absence shall be paid for from the Professional Learning Program budget, up to a maximum of \$75,000/year. This amount shall include payment of statutory benefits and District health and welfare benefits. The maximum leave of absence amount shall be adjusted annually by the amount of any increases to the PSEA salary schedule. The Coordinator shall be designated by PSEA prior to the start of the school year, unless a mid-year vacancy in the position

requires a designation during the school year.

14.21.4 Classified Learning Cooperative (CLC)

The Advisory Board shall develop, and the Coordinator shall implement and coordinate a Classified Learning Cooperative (CLC) Program for PSEA Unit members.

Unit members shall receive \$75 per CLC point in special compensation.

Records verifying earned points must be submitted by the Professional Learning Coordinator to Payroll by the monthly deadline in order for the employee to receive the special compensation on the following month's pay warrant.

It is the intent of the parties that the special compensation referred to above shall be PERS creditable, to the extent permitted by law.

The cost of the CLC Program shall be paid for out of the Professional Learning Program budget.

In the event it is determined that the cost of the Professional Learning Program (PLP) exceeds available program reserves and the District's annual contribution, the parties agree that PLP Advisory Board shall bring program costs within available funding resources. The District and PSEA agree to meet and negotiate regarding options to achieve this goal.

14.21.5 Professional Partner Program

The Advisory Board shall develop, and the Coordinator shall implement and coordinate, a Professional Partner Program. The Advisory Board shall develop criteria for the selection of PSEA Unit members as Professional Partners, and shall select up to twenty (20) PSEA Unit members per year between Unit I and Unit II to serve as Professional Partners.

Professional Partners shall be tasked with assisting new hires and promotional probationary employees in succeeding at their new positions. Professional Partners shall be provided up to fifty (50) hours of release time or ten (10) release days, whichever amount is less annually during their scheduled work day to meet with new hires and promotional probationary employees as needed. The scheduling of the release time must be mutually agreed upon by the

employee and the employee's supervisor. Such approval shall not be unreasonably denied.

The cost of release time substitutes, if any, shall be reimbursed to the District from the Professional Learning Program budget.

Professional Partners shall receive a stipend of \$1,200 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

14.21.6 Cost Controls

The Coordinator of the Professional Learning Program shall be responsible for maintaining the program budget. Monthly, the District will provide a budget printout to the Coordinator.

The continuation of the Professional Learning Program is expressly contingent upon working within the income and expenditures of the Professional Learning Program budget.

14.22 Professional Growth Days

Two non-student work days per year shall be designated as Professional Growth Days. These days shall occur in September and January. All PSEA Unit members shall be required to attend the designated Professional Growth Days. Activities for these days shall be developed by the Professional Learning Advisory Board (14.18.2).

14.23 Classification Review Cycle

The parties shall continue the current Classification Review process previously negotiated until all employees in Years 3-6 have received their draft job descriptions and had adequate time to review and provide feedback, if desired.

At the conclusion of the current classification review process, PSEA and the District shall begin meeting no later than June 30, 2024 to discuss any future classification review cycles.

ARTICLE 22
TERM OF AGREEMENT

22.1 This agreement shall be effective July 1, 20236, and will continue until June 30, 20269.

22.2 Either party to this Agreement may reopen negotiations for the 20247-20258 and 20258-20269 school years on Article 8 (Health and Welfare Benefits), Article 14 (Wages), and two additional articles for each party to select.