

TA Jan [Signature] 12/7/2021  
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**Health and Welfare & Wages Package Proposal**

1. Redesign of Health and Welfare (H&W) model effective Plan Year 2023 with the 80/20 cost-sharing model as set forth in the parties' written proposals, which is inclusive of approximately \$2 million of non-contractual funding to resolve the perpetual shortfall for additional cell supplement for PSEA members electing H&W coverage.
2. Across the board 4.0% wage increase, effective July 1, 2021, plus the delta of any "me-too" raise given to any other unit for the 2021-2022 fiscal year. Wage increase will be reflected on February 2022 pay warrants, and retro paid in the April 2022 pay warrants.
3. Effective January 1, 2022, Unit II classifications moved to the Unit I non-EPMC (non-classic) salary schedule (Group 075 Salary Schedule).
4. Cash to Warrant: 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: one-time buy-out of 225% of their total 2022 Plan Year cash to warrant amount to be paid in their January 2023 paychecks; or 4-year phase down of 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 cash to warrant is eliminated starting with Plan Year 2026, assuming the employee makes no changes to their plan coverage.
5. The District will commit to fund the Personnel Commission's recommended Unit II salary adjustments for the remaining Cycles 3 through 6 of the classification review process, up to a maximum of \$1.3 million ongoing across Units I and II if both Units ratify their agreements (or if only one Unit ratifies its agreement, the District will only commit to fund that Unit's pro rata share of the \$1.3 million ongoing cap, which is 70% for Unit I and 30% for Unit II). The parties reasonably believe that the Personnel Commission's recommendations will not exceed the foregoing cap; however, if those recommendations exceed the foregoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.
6. Similar to what occurred for the recently-concluded Cycle 2 classification review, the Parties agree that the remaining 4 cycles of the PC's classification reviews will focus on internal alignment review only. If the parties approve and ratify the 2021-22 reopener agreement by December 17, 2021, then the following will occur: In or about February 2022, the District Board of Education will issue an RFP and/or hire a consultant to perform an external salary study for all represented classified positions at the District, with the external salary study to be completed in or about June 2022. The parties agree to use the external salary study as data points during their next round of negotiations following the completion of the external salary study.
7. To address the \$15/hour minimum wage, effective January 1, 2022:
  - a. The following classifications will be assigned to Range 17 of the Group 075 salary schedule: Food and Nutrition Assistant I; and only Step 1 of Range 17 shall be increased to \$15.00 per hour.

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- b. The following classifications will be assigned to Range 18 of the Group 075 salary schedule: Food and Nutrition Assistant II;**
  - c. The following classifications will be assigned to Range 20 of the Group 075 salary schedule: Food and Nutrition Assistant III.**
- 8. The parties agree to maintain current contract language for all remaining articles.**

T.A.  
Gary Jones 12/7/2021  
f812 - 12/8/2021

PSEA UNIT II  
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 insurance package brochure. Copies of this brochure will be distributed to all members of the Unit as soon as they are completed.

8.2 District Contribution and Employee Contributions for Health and Welfare Benefits

Employees who provide proof of other medical coverage may opt-out of the PUSD Basic Health Insurance Package. -Neither Medicare, nor, 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 electing the 'Opt-Out' Option must enroll in the District sponsored \$20,000 life insurance coverage.

8.2.1 For Employees who are regularly contracted for a minimum of twenty (20) hours per week are eligible to participate in the 2020 District's Health and Welfare Benefit program.

Effective with the 2023 Plan Year, the base annual District contribution and Unit employee annual contributions for Health and Welfare Benefits for all benefitted 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. The above does not apply to unit employees shall be \$11,023.10 plus an amount equal to the

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arithmetic average of the increased costs of the two (2) HMO basic insurance packages (who opt out of medical benefits (see Section 8.2.3 below).

8.2.2

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:

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

The above applies only to Anthem Blue Cross PPO, or any similar PPO plan offered by the District, inclusive of dental and vision coverage. The above does not apply to unit employees who opt out of medical benefits (see Section 8.2.3 below).

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 1, 2020, the 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.

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8.2.3 Effective with the 2022 Plan Year, the maximum 'Opt-Out' maximum cash to warrant provided to an employee per year who opts out of the medical plans will be \$3,500~~250~~ for employees who work between 4.0 and 8.0 hours per day.

~~The discretionary funds shall not exceed \$2,750 annually. For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.~~

Employees wishing to enroll in dental or vision coverage for self and dependents may do so; premiums for dental, vision and mandatory employee life insurance coverage will be paid by the District.

8.3 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.

8.4 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 had ~~ten (10)~~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 Savings generated by PSEA represented employees selecting the health benefits 'Opt-Out' Plan will be used within the PSEA represented employees benefits programs. The parties agreed to develop language to implement this intent and identify the actual savings.~~

~~8.68.5~~ Employees 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) The required premium payment is not received in the Payroll Department.

**8.76 PSEA Post Health and Welfare Benefits for Eligible Retired Employees**

~~Effective July 1, 2007, one half of one percent (0.5%) of the salary increase effective July 1, 2007 will be used to fund the Post Health and Welfare Benefits for Retired Employees.~~

~~If the Post Retirement Health and Welfare Benefits for Retired Employees requires less than one half of one percent (0.5%) to fund, negotiations will reopen.~~

Unit members, retiring under one of the District's formal retirement plan(s) on July 1, 2007 or later (PERS or PARS) at least age fifty (50) or older, and having ten ~~(10)~~ 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 or flat dollar amount, whichever is greater, varying by years of District service at retirement as follows, based on a monthly rate:

<b>YEARS OF SERVICE AT RETIREMENT</b>	<b>DISTRICT MONTHLY CONTRIBUTION PERCENTAGE</b>
10 years of service	\$200 or 50%
15 years of service	\$300 or <del>75</del> <u>80</u> %
<u>17 years of service</u>	\$350 or 90%
20 or more years of service	\$400 or 100%

Employees retiring between July 1, 2007 and December 31, 2015 will receive 100% of the District contribution if working between 7.76 hours and 8 hours, 92% of the contribution if working between 6 and 7.75 hours, and 73% of the District contribution if working between 4 and 5.99 hours. For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.

All monies paid by the District must be used for medical 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

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toward medical premiums only. 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.

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4 – 5.99 hours	73% of \$200 or 50%	73% of \$300 or 75%	73% of \$400 or 100%
6 – 7.75 hours	92% of \$200 or 50%	92% of \$300 or 75%	92% of \$400 or 100%
7.76 – 8 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

8.76.1 Employees who retire on or after January 1, 2016 shall receive a District contribution in accordance with the following chart:

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4.0 – 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

~~This post-retirement medical benefit as reported for the required GASB 75 actuarial is funded by the dedication of all 'Opt-Out' funds not provided to the employee and interest earned by the post-retirement benefit fund, less the annual amount needed to fund Section 8.8. It is understood that should the dedicated 'Opt-Out' monies be found to be insufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations on this post-retirement benefit plan immediately. Both parties understand that the benefit plan must be independently and financially sound. Retired employees currently receiving this benefit will continue to do so as long as 'Opt-Out' funding supports the benefit.~~

8.7.28.6.2 Employees who retire on or after December 17, 2021 shall receive a District contribution effective January 1, 2022 in accordance with the following chart:

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

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

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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.

8.6.3 Employees' and dependents' insurance coverage shall be cancelled under the following conditions:

- (a) A required premium is not received in the Payroll Department.

8.87 PSEA Post Age 65 Vision and Dental Coverage

Effective July 1, 2012, employees who retire under the existing post-retirement plan or who are sixty-five (65) years of age or older and, who retire from the District and, but for age, would have been eligible for post-retirement benefits under the PSEA Post Health and Welfare Benefits for Eligible Retired Employees, will be eligible for District paid employee vision and dental coverage not to exceed the percentages or full employee only premiums for vision and for dental contained below:

	10-14.99 Years	15-19.99 Years	17-19.99 Years	20+ Years
4.0 – 8.0 hours	50%	75-80%	90%	100%

In lieu of District paid vision and dental coverage, such eligible retirees will be reimbursed to the same dollar amount for the purchase of retiree vision and dental coverage only upon the annual submission of proof of payment of premiums.

~~8.9 Effective Plan Year 2017, an amount of \$74,000 will be used each year to offset medical premiums for active Unit members in a manner determined by mutual agreement between the District and PSEA.~~

8.8 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 20, the effective dates of this Article are controlling over Article 20.



T.A.  
J. J. 12/7/2021  
f. R. 12/8/2021

## ARTICLE 14

### WAGES

#### 14.1 Salary Schedule

Effective July 1, 2018, all 2018-2019 Salary Schedules will be increased by 0.5%.

Effective July 1, 2019, all 2019-2020 Salary Schedules will be increased by a total of 1.0%.

Effective January 1, 2020, all 2019-2020 Salary Schedules will be increased by a total of 1.5%.

If the 2019-2020 Salary Schedule for any other bargaining unit is increased by more than 2.5%, the parties will reopen negotiations regarding 2019-2020 salaries and other articles identified by the parties.

All contracted Unit II members are eligible to receive a one-time off schedule payment of 1% for all contracted unit members employed as of the date this agreement was ratified by the Governing Board. This one-time payment will be calculated based on their regular earnings for 2019-2020, less overtime, summer work and stipends, and paid by December 2020. Said 1% shall be pro-rated for part-time members.

Effective July 1, 2021, all PSEA Salary Schedules will be increased by a total of 4.0%.

If the 2021-2022 Salary Schedule for any other bargaining Unit is increased by more than 4.0%, then all PSEA Salary Schedules will similarly be increased by the difference between 4.0% and any higher wage increase given to any other bargaining unit.

Effective January 1, 2022, all Unit II Classifications will be moved to the Group 075 Salary Schedule.

Effective January 1, 2022, the following classification will be assigned to Range 17 of the Group 075 Salary Schedule: Food and Nutrition Assistant I; and only Step 1 of Range 17 shall be increased to \$15.00 per hour.

Effective January 1, 2022, the following classification will be assigned to Range 18 of the Group 075 Salary Schedule: Food and Nutrition Assistant II.

Effective January 1, 2022, the following classification will be assigned to Range 20 of the Group 075 Salary Schedule: Food and Nutrition Assistant III.

14.2 Longevity Pay

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.

- (a) A total of 1 1/2 percent after seven and a half (7.5) years with the employer;
- (b) A total of 3 percent after ten (10) years with the employer;
- (c) A total of 4 1/2 percent after twelve and a half (12.5) years with the employer;
- (d) A total of 6 percent after fifteen (15) years with the employer;
- (e) A total of 7 1/2 percent after seventeen and a half (17.5) years with the employer;
- (f) A total of 9 percent after twenty (20) years with the employer;
- (g) A total of 10 1/2 percent after twenty-two and a half (22.5) years with the employer;
- (h) A total of 12 percent after twenty-five (25) years with the employer;
- (i) A total of 13 1/2 percent after twenty-seven and a half (27.5) years with the employer, and
- (j) A total of 15 percent after thirty (30) 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.

14.2.3 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 eight percent (8%) in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.3 Night Differential

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

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

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

14.4 Range Increases

The Board may increase the salary range for any classification in the Unit after consulting with the Exclusive Representative.

14.5 Wages Section-Retirement Related Benefits

The District and employee contribution rate for Public Agency Retirement System will be 3.75%. The District agrees to pay any increase in "individual participant service fee" that occurs within five (5) years of January 1, 1992.

14.6 Assignment Out of County

Except for employees covered by Section 19.4 any employee who, because of a work assignment out of county, is required to have meals away from the District or is required to be lodged away from home, shall be reimbursed for the actual and necessary costs as predetermined by the employer. Every effort will be made to process claims as soon as possible after receipt from claimant.

14.7 Pay Options

Unit members with a work year of less than eleven and one-half (11 1/2) months will receive eleven (11) equal pay warrants.

14.8 Uniforms

The District and the Union have developed a detailed Side Letter of Agreement regarding uniforms, safety glasses and related matters. Copies of the Side Letter of Agreement shall be distributed with copies of the Agreement.

**14.9 Public Agency Retirement System (PARS)**

- 14.9.1 The District contribution rate for individuals covered by PARS shall be 3.75%. The employee contribution rate shall be 3.75%.
- 14.9.2 The District agrees to pay any increase in the individual participant service fee that occurs within five (5) years of January 1, 1992.
- 14.9.3 Any changes in the plan or fees will cause automatic reopening of negotiations of the provisions of 14.9 of this Agreement.

**14.10 Mileage**

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage for all actual miles driven at the Board approved rate, not less than the IRS 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.

**14.11 Reclassification Implementation**

Reclassification Study to be implemented as follows:

- (a) Positions to be placed on recommended ranges at step which most closely approximates, but is not less than, employee's current salary.
- (b) Implementation upon approval of the Board.
- (c) Incumbent employees in positions with job description modification will be "grandfathered."

**14.12 Overtime**

Except as indicated in 19.4 of this Agreement, overtime is defined as all directed work by a Unit member in a paid status, in excess of eight (8) hours per day worked either before or after the regular assigned shift or in excess of forty (40) hours per workweek.

- 14.12.1 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. 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.

- 14.12.2 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) their regular rate of pay and be guaranteed a minimum of three (3) hours work.
- 14.12.3 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 work.
- 14.12.4 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the supervisor. Such time off to be computed at the rate of time and one-half (1-1/2) times the number of hours worked as overtime. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which overtime was worked and without impairing the services rendered by the District.
- 14.12.5 Overtime work at a particular site which is scheduled on a regular and continuing basis, whether weekly, biweekly or monthly, shall first be offered on a rotating basis to Unit members at the particular site who desire overtime work.
- 14.12.6 Additional overtime work, which is not filled under the provisions of Section 14.12.5, shall be dispensed to Unit members who have placed themselves on a departmental overtime list. Any overtime work by a Unit member shall affect his/her standing on the departmental overtime list.
- 14.12.7 Procedures, which relate to the use of overtime eligibility lists, shall be developed in accordance with the provisions contained in Article 16.5.
- 14.12.8 Nothing in this Article shall restrict the right of management to assign overtime work outside any established rotational system when the overtime work requires particular expertise or special knowledge on the part of an employee (i.e. particular equipment operation, maintenance or a specific familiarity with project, etc.).
- 14.12.9 An employee who has received a current overall unsatisfactory job evaluation shall not be eligible for overtime work.
- 14.12.10 "Call back time" is defined as that time wherein an employee is requested to return to work after having completed an eight (8) hour day. Persons called back shall be paid a minimum of three (3) hours at time and one-half (1-1/2) times the rate of pay.

14.12.11 Except in unforeseen circumstances, Unit members shall be given 24 hours advance notice of overtime work.

14.12.12 Sections 14.12.1 – 14.12.8 are inapplicable to bus drivers.

**14.13 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.

**14.13.1 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) Must have a current overall "Satisfactory" review rating on most recent performance review. If review rating is not "Satisfactory", then employee must attach a letter of approval from supervisor.
- (d) 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 his/her participation to, not request permission from, his/her immediate supervisor.

**14.13.2 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 his/her

current position. This does not include classes, courses, workshops or "other" types of programs required to maintain certification or licensing in his/her 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.

#### 14.13.3 Approval Process

- 14.13.3.1 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.
- 14.13.3.2 In advance of each school year, the Financial Incentive Committee will establish three (3) submission deadlines for requests to be reviewed and considered.
- 14.13.3.3 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.
- 14.13.3.4 Three (3) 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.

- 14.13.3.5 General rules and procedures shall be developed by the Committee to implement this Program.

14.13.4 Budget

The District shall allocate \$10,000 each year for all costs and corresponding approvals associated with this program for both Unit I and Unit II combined. Financial incentive support will be disbursed until the funds are depleted.

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: Six (6) criteria outlined for employee eligibility. If all six (6) are met, then employee is eligible and is scored one (1) point.
- Course/Workshop Eligibility: Six (6) criteria outlined for course/workshop eligibility. If all six (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.

14.14 Professional Learning Program (PLP)

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

14.14.1 Professional Learning Program Budget

The District's contribution to Professional Learning Program for 2019-2020 shall be \$276,000 for Unit I and Unit II combined. For the 2020-2021 and 2021-2022 academic years, the District's obligation to contribute funds to the Professional Learning Program shall be waived. 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. Any unused funds shall be carried over to the following year.



**14.14.2 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 per year (paid tenthly) from the Professional Learning Program Budget for participating on the Advisory Board.

**14.14.3 Professional Learning Coordinator**

The Professional Learning Coordinator shall coordinate and manage the Professional Learning Program for 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 joint 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.

**14.14.4 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.

**14.14.5 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 five (5) PSEA Unit members per year 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 \$1,000 per year (tenthly) from the Professional Learning Program budget for serving as Professional Partners.

#### 14.14.6 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.

#### 14.15 Professional Growth Days

Two (2) 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 (14.14.2).

#### 14.16 Classification Review Cycle

The District will commit to fund the Personnel Commission's recommended Unit II salary adjustments for the remaining Cycles 3 through 6 of the classification review process, up to a maximum of \$1.3 million ongoing across Units I and II if both Units ratify their 2021-22 reopener agreements (or if only one Unit ratifies its agreement, the District will only commit to fund that Unit's pro rata share of the \$1.3 million ongoing cap, which is 70% for Unit I and 30% for Unit II). The parties reasonably believe that the Personnel Commission's recommendations will not exceed the foregoing cap; however, if those recommendations exceed the foregoing cap, the parties agree to promptly negotiate how to fund the salary recommendations in excess of the cap.

Similar to what occurred for the recently-concluded Cycle 2 classification review, the Parties agree that the remaining 4 cycles of the Personnel Commission's classification reviews will focus on internal alignment review only. If the Parties approve and ratify the 2021-22 reopener agreement by December 17, 2021, then the following will occur: In or about February 2022, the District Board of Education will issue an RFP and/or hire a consultant to perform an external salary study for all represented classified positions at the District, with the

external salary study to be completed in or about June 2022. The parties agree to use the external salary study as data points during their next round of negotiations following the completion of the external salary study.