

TO: Board of Education

FROM: Constance Hubbard, Superintendent  
Michael Brady, Assistant Superintendent, Business Services  
Randall Booker, Assistant Superintendent, Educational Services  
Harlan Mohagen, President, Association of Piedmont Teachers (APT)

SUBJECT: **2013-14 COLLECTIVE BARGAINING AGREEMENT  
PROVISIONS OF TENTATIVE AGREEMENT**

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I. **SUPPORT INFORMATION**

The attached Tentative Agreement was ratified by 90% of the APT membership at its vote June 5-7, 2013. Details of the agreement are presented this evening with the recommendation that the Board of Education approves. The Alameda County Office of Education (ACOE) must also give consent before the agreement is finalized. Damon Smith, the Associate Superintendent for Business Services at ACOE, confirmed anticipated approval of the terms of the agreement as presented.

It is a requirement of the collective bargaining process that the public is provided with the terms and fiscal impact prior to the agreement being approved by the Board. Attached are the language changes proposed to the agreement, the work- sheet to help employees know the impact to them, and a Side Letter for agreements that apply to 2013-14 school year only.

The fiscal impact to the District with the source of funds is as follows:

1. Increase in District cost share of health and dental benefits as of October 1, 2013  
**\$201,111 annually (on-going)**  
**Source: General Fund**
  2. Increase in District contribution toward retiree benefits in 2013-14 only  
**\$33,500 (one-time in 2013-14)**  
**Source: General Fund**
  3. Addition of two Professional Development days (October 14, 2013 and January 6, 2014) for the implementation of the Common Core Standards  
**\$138,332 (one-time)**  
**Source: Categorical funds from the State designated toward Common Core Standards implementation as part of the 2013-14 State Budget**
- Total \$372,943**  
**\$201,111 on-going**  
**\$171,832 one-time**

II. **RECOMMENDATION: REVIEW AND ACTION**

Recommend approval of contract provisions as presented between the District and Association of Piedmont Teachers (APT).

ARTICLE XVI – BENEFITS

- A. Effective ~~July 1, 2011~~, **October 1, 2013**, the District shall provide unit members a total contribution to medical and dental benefits collective referred to as “Benefits,” that is capped at the following amounts for full-time employees:

Employee Only Benefits Coverage	\$ 6,500.00 + District-paid “Single-Party Dental”
Employee Plus One Benefits Coverage	\$13,000.00 + District-paid “2-Party Dental”
Family Benefits Coverage	\$18,000.00 + District-paid “Family Dental”

The District’s amount of contribution for Benefits will be prorated for unit members working less than full-time based on the ratio that his or her service bears to full-time service (FTE). Effective July 1, 2011, any increase in the cost of **Medical** Benefits beyond the capped amount will be assumed by the unit member, unless negotiated otherwise.

- B. All unit members must be covered by a health plan. Unit members who choose not to participate in a District health plan must submit proof of coverage under another medical plan. Unit members who opt to not participate in the District’s medical plan will be eligible for a one thousand dollar (\$1,000.00) entitlement that may be used to purchase vision care, income protection, life insurance, Delta Dental, Tax Sheltered Annuity or other plans that the unit member may select. The cash-in-lieu option will be provided to all eligible unit members only if permitted under the provisions of the medical plan.
- C. Under the current District dental plan, all unit members employed .3 F.T.E. or more, must be covered by the District dental plan. The District and the Association may mutually agree on an alternative dental plan.
- D. The district will offer a general benefit plan under IRC section 125 to all unit members.
- E. Survivors and dependent children of deceased unit members, at their expense, may opt to continue coverage under the District’s medical and dental plans in which the deceased member had been participating at the time of death. This option is available for the length of time permitted by the plan to cover dependent children.

The surviving spouse or domestic partner who has no dependent children may opt, at his or her expense, to continue paying into the District’s medical and dental plans in which the deceased member had been participating at the time of death, until the end of the current benefit year.

## 2013-14 PUSD and APT TENTATIVE AGREEMENT - HEALTH and DENTAL BENEFITS

5/31/2013

	<b>2014 Rates Kaiser monthly</b>	<b>Current PUSD Contribution</b>	<b>Current Kaiser Rates</b>	<b>Current Dental Rates</b>	<b>Current Total Costs</b>	<b>Current Employee Contribution</b>	<b>Projected Employee Contribution</b>	<b>Negotiated* Employee Contribution</b>
<b>KH1</b>	<b>\$ 766.38</b>	<b>\$ 650.00</b>	<b>\$ 686.22</b>	<b>\$ 59.88</b>	<b>\$ 746.10</b>	<b>\$ 96.10</b>	<b>\$ 176.26</b>	<b>\$ 116.38</b>
<b>KH2</b>	<b>\$ 1,532.76</b>	<b>\$ 1,300.00</b>	<b>\$ 1,372.43</b>	<b>\$ 119.53</b>	<b>\$ 1,491.96</b>	<b>\$ 191.96</b>	<b>\$ 352.29</b>	<b>\$ 232.76</b>
<b>KHF</b>	<b>\$ 2,168.86</b>	<b>\$ 1,800.00</b>	<b>\$ 1,942.00</b>	<b>\$ 169.44</b>	<b>\$ 2,111.44</b>	<b>\$ 311.44</b>	<b>\$ 538.30</b>	<b>\$ 368.86</b>
<b>KL1</b>	<b>\$ 708.26</b>	<b>\$ 650.00</b>	<b>\$ 634.02</b>	<b>\$ 59.88</b>	<b>\$ 693.90</b>	<b>\$ 43.90</b>	<b>\$ 118.14</b>	<b>\$ 58.26</b>
<b>KL2</b>	<b>\$ 1,416.53</b>	<b>\$ 1,300.00</b>	<b>\$ 1,268.04</b>	<b>\$ 119.53</b>	<b>\$ 1,387.57</b>	<b>\$ 87.57</b>	<b>\$ 236.06</b>	<b>\$ 116.53</b>
<b>KLF</b>	<b>\$ 2,004.38</b>	<b>\$ 1,800.00</b>	<b>\$ 1,794.28</b>	<b>\$ 169.44</b>	<b>\$ 1,963.72</b>	<b>\$ 163.72</b>	<b>\$ 373.82</b>	<b>\$ 204.38</b>
<b>KB1</b>	<b>\$ 689.44</b>	<b>\$ 650.00</b>	<b>\$ 617.22</b>	<b>\$ 59.88</b>	<b>\$ 677.10</b>	<b>\$ 27.10</b>	<b>\$ 99.32</b>	<b>\$ 39.44</b>
<b>KB2</b>	<b>\$ 1,378.88</b>	<b>\$ 1,300.00</b>	<b>\$ 1,234.45</b>	<b>\$ 119.53</b>	<b>\$ 1,353.98</b>	<b>\$ 53.98</b>	<b>\$ 198.41</b>	<b>\$ 78.88</b>
<b>KBF</b>	<b>\$ 1,951.12</b>	<b>\$ 1,800.00</b>	<b>\$ 1,746.74</b>	<b>\$ 169.44</b>	<b>\$ 1,916.18</b>	<b>\$ 116.18</b>	<b>\$ 320.56</b>	<b>\$ 151.12</b>

<b>ANNUAL</b>	<b>Current PUSD Contrib</b>	<b>APT Requested 10% cap increase</b>	<b>Negotiated PUSD contribution</b>	<b>add'l PUSD Annual contribution \$ increase</b>	<b>2012-13 to 2013-14 PUSD contribution % increase</b>
Kaiser 1-party	\$6,500	\$ 7,150	\$ 7,098.80	\$ 598.80	9.212%
Kaiser 2-party	\$13,000	\$ 14,300	\$ 14,195.30	\$ 1,195.30	9.195%
Kaiser Family	\$18,000	\$ 19,800	\$ 19,694.40	\$ 1,694.40	9.413%

\* Includes fully paid Delta Dental by PUSD for 1-party, 2-party, and Family

## ARTICLE XIV – RETIREMENT INCENTIVE PROGRAMS

Unit members may choose to participate in one of the following programs:

**A. Retirement Consultant Program**

This provision shall terminate, and no retired teacher shall have any rights to benefits hereunder, as of June 30, 2011.

**B. Retirement Substitute Teaching Program**

Retirees may serve as substitute teachers in the district. The retiree’s rate of pay will be 150% of the regular substitute rate of pay.

**C. Retirement Non-Consultant Program**

This provision shall terminate, and no retired teacher shall have any rights to any benefit hereunder, as of June 30, 2014. Retirees under this provision shall be entitled benefits for a maximum of 10 years or Medicare eligibility, whichever occurs first.

Members of the unit who choose this option must have a minimum of 15 years service, the last ten of these in the District in a position requiring certification.

1. Unit members must have reached the age of fifty-five (55), but not the age of sixty (60), by the actual date of retirement. The date of retirement will be the last day of the certificated work year (June 30). The age of the teacher for this program will be the teacher’s age as of June 30 in the school year in which he/she retires.
2. The employee must submit written notice of retirement to the Personnel Department by February 15 of the school year in which he/she plans to retire.
3. The compensation will be determined as follows:

<b>Retirement Age</b>	<b>Total Compensation (Based on 1.0 FTE*) Lump Sum of:</b>	<b>OR</b>
55	\$20,000	Individuals may choose an annual disbursement of funds over a period not to exceed four (4) years. All applicable taxes shall be deducted from the annual payments or lump sum.
56	\$17,500	
57	\$15,000	
58	\$12,500	
59	\$10,000	

\*For other than full-time employees, multiply Total Compensation by average FTE over the last 10 years. (Average FTE is determined by adding FTE for the last 10 years and dividing by 10.)

## ARTICLE XV – RETIREMENT/DISABILITY BENEFITS

- A. 1. Effective July 1, 2011, the District shall pay medical benefits (capped at \$6,500) for bargaining unit members retiring under STRS/PERS provisions who will: (a) retire from the District before July 1, 2014 at the age fifty-five (55) or more with ten (10) years or more consecutive years of service with the District; and (b) and immediately begin taking benefits under either State Teachers Retirement System (STRS), or the Public Employees Retirement System (PERS). Unit members obtaining medical/dental benefits under this paragraph shall receive such benefits no longer than the date when the retiree reaches Medicare eligibility age **or for a maximum of ten (10) years, whichever occurs first.**
2. Effective July 1, 2014, the District shall pay medical benefits (capped at \$6,500) for bargaining unit members retiring under STRS/PERS provisions who will: (a) retire from the District at the age of fifty-five (55) or more with ten (10) or more consecutive years of service with the District; (b) and immediately begin taking benefits under either the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS). Unit members obtaining medical/dental benefits under this paragraph shall receive such benefits no longer than the date when the retiree reaches Medicare eligibility age or for a maximum of five (5) years, whichever occurs first.

The District cap for post-employment health benefits under Article XV is \$6,500. In order to qualify for benefits in retirement under this article, unit members must be enrolled in ~~the District's benefits~~ **that benefit (medical/dental/vision)** during their final year of service.

### **3. Early Notification Supplement**

~~If Medicare coverage is available, the District's payments for Option A or B will supplement Medicare B in order to maintain the least costly medical plan.~~ **Employees must notify the District in writing of their retirement by February 15 of the school year.**

~~Anyone~~ **Employees** hired prior to July 1, 2001 and retiring after completing 10 years or more of service to PUSD ~~retains eligibility for Option A or B~~ **are eligible for the Early Notification Supplement, except for those employees who have reached Column F, Step 25.** Anyone hired after July 1, 2001, is not entitled to ~~Option A or B~~ **the Early Notification Supplement.** ~~Anyone hired before July 1, 2001, who reaches Column F, Step 25 is not eligible for Option A or B.~~

**Upon the retiree's Medicare enrollment, in order to help maintain the least costly medical plan to the retiree, the district will contribute \$100 per month toward a medical plan. This coverage shall continue for life.**

**Retirees covered by the Early Notification Supplement shall have the option of including dependents on their coverage and paying for the additional premiums.**

Retirees may, at their own expense, continue to participate in other district plans (e.g. vision) in which they were enrolled at the time of retirement. The payments shall be made in accordance with established District procedure. In order to qualify for benefits in retirement, teachers must be enrolled in the district's medical/dental/vision plan during their final year of service.

Option A

~~When retiree reaches Medicare eligibility age, the District shall contribute to the retiree's medical benefits up to \$75 per month. This coverage shall continue until the retiree reaches seventy-five (75) years of age, at which time the retiree shall have the option of participating in the District medical plan at his/her own expense. Employees may, at their own expenses, continue participating in other District benefit plans, e.g. vision, in which they were enrolled at the time of retirement. The payments shall be made in accordance with established District policy.~~

Early Notification Option

~~Employees must notify the District in writing of their retirement by February 15 of the school year in order to receive Option B.~~

Option B

~~When retiree reaches Medicare eligibility age, the District will contribute up to \$100 per month toward the cost of a medical insurance plan premium. This coverage shall continue for life. Employees may, at their own expenses, continue participating in other District benefit plans, e.g. vision, in which they were enrolled at the time of retirement. The payments shall be made in accordance with established District policy.~~

~~Employees covered by Option A or B shall have the option of including dependents on their coverage and paying for the additional coverage. Employees may, at their own expense, continue participating in other District plans, e.g. vision, which they were enrolled at the time of retirement. The payments shall be made in accordance with established District procedure. In order to qualify for benefits in retirement, teachers must be enrolled in the district's medical/dental plan during their final year of service.~~

- B. Part-time teachers teaching fifty (50) percent or more of a year may count the entire year toward the ten (10) years of service. A year's leave of absence will not count as a year of service. Except as set forth in Paragraph C of this Article, unit members whose years of service include part-time years shall receive any applicable benefits under Paragraph A of this Article prorated to the level of the District's contribution toward medical/dental benefits received by such unit member at the time of retirement.
- C. Part-time teachers whose years of service total 15 full-time years of service to the District shall be eligible for any benefits for which other otherwise qualify under Paragraph A of this article.

- D. Employees who retire at age sixty-five (65) or more, with fewer than ten (10) years of service in the District have the option of participating in the District medical/dental plans at their own expense. Payment shall be made in accordance with District established procedure.
  
- E. The District cap for post-employment benefits under Article XV for employees with a minimum of twelve (12) years of service in the District who become disabled and who qualify for STRS disability allowance shall be \$3,250. This benefit will be available up to five (5) years or until the employee reaches Medicare eligibility, whichever comes first.
  
- F. Any employee who qualifies for STRS disability shall have access to the district's medical/dental plans at their own expense.

## ARTICLE XXI – CLASS SIZE

The staffing ratio for each elementary and secondary site will be 1:28 or less. Individual class sizes may vary above and below this ratio. In determining the individual class size, factors to be considered will include but not be limited to grade level, needs and ages of students, nature of the subject matter, safety and available facilities.

Five (5) days following the opening of school for K-8 and the add/drop period for 9-12 or when necessary thereafter (e.g. semester break, new enrollees), site administrators will meet with site staffs to identify problems that may result from classes of thirty (30) or more; or combination classes; or class balance; or from unsafe conditions, limited equipment, etc., in classes of any size. All attempts will be made to resolve problems at the site level within ten (10) additional days. Examples of possible resolutions will be provided in the Employee Handbook. If issues cannot be resolved, the Association building representative, in cooperation with the site administrator, will refer the case(s) to the Liaison Committee (see Article XXII – Joint Committees). This committee will review each case and report any possible recommendations to the Board of Education.

The Board of Education and the Association agree philosophically that lower class sizes that are heterogeneously balanced are advisable.

SIDE LETTER - APT  
2013-14

The Piedmont Unified School District ("District") and the Association of Piedmont Teachers ("APT") agree to the following terms in preparation of implementing and transitioning to "common core standards" District-wide:

1. The District will buy back a professional development day from APT. This day will be reinstated from the designated furlough days for 2013-2014. Specifically, this buy back day will be used for professional development on October 14, 2013.
2. The District and APT agree to add an additional professional development day on January 6, 2014. The District and APT agree that this professional development day will be considered mandatory for all unit members and will be designated specifically to "common core" related training. Any unit member who fails to attend this mandatory professional development day will be docked a sick leave day. The Parties also agree that this additional professional development is only for 2013-2014 and is intended to be non-precedent setting.
3. The District will also grant all APT retirees , who have retired before October 1, 2013, a one time credit of \$500.00 to be applied towards their retiree health benefits for the 2013-2014 school year. The Parties also agree that the maximum District contribution to retiree health benefits will remain at \$6,500.00.

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APT President, Harlan Mohagen/Date

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Board of Education President,  
Richard Raushenbush/Date

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