

MEMORANDUM OF UNDERSTANDING

BETWEEN

PIEDMONT UNIFIED SCHOOL DISTRICT

AND

ASSOCIATION OF PIEDMONT SCHOOL ADMINISTRATORS

2020-21

Effective July 1, 2020

Board Approved June 9, 2021

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Side Letters of Understanding

TO: Management Team Members

FROM: Randall Booker, Superintendent

SUBJECT: Memorandum of Understanding 2020-21

Management Team Members include: Certificated Management,
Confidential or Classified Management

1. Management Team Members shall receive a salary increase as set forth in
Appendix A updated annually.

2. Work Year

A. There will be a designated number of work days per year for each
Management Team Member. (See Appendix A)

B. It is the intent of the Management Team to be present when students are
present.

Work days will be scheduled according to a schedule provided by the
Superintendent.

There will be flexibility in scheduling Management Team work days that may provide a
maximum of five mutually agreed upon days to be taken (absent) during the school
year.

All work schedules and/or changes in work schedules must be approved by
the Superintendent.

C. If the Superintendent requests Management Team Members to work days in
addition to the designated work year, payment will be made at the daily rate of
the year in which work days were worked.

Management Team Members may work up to five days beyond their regular work year
at a per diem rate; two (2) of these days may be without prior approval by the

Superintendent.

- D. Carry-over non-work days from the previous work year must be used during the following 12 month period. A statement of the number of accumulated non-work days shall be provided to the Superintendent no later than June 1. Days to be used must be approved in advance by the Superintendent.

3. Fringe Benefits

- A. The Board shall provide yearly medical and dental coverage that is at least equal to that of certificated employees. Medical and dental benefits are capped at the same level as APT and CSEA: at an annual rate of: \$7,300 for single employee; \$14,300 for employee plus one qualified dependent, or \$19,800 for employee plus family. The full annual benefits will be provided to members who are .5 F.T.E. or more. Benefit entitlement will be prorated based on full-time-equivalent for employees who are between .3 and .49 FTE. Employees with less than .3 FTE are not eligible for benefit entitlement. The District will establish a plan to operate in accordance with IRC 125 for Management Team members.
- B. When two APSA members are married/registered domestic partner (or when one member is married/registered domestic partner to an employee of the Piedmont Unified School District covered under a collective bargaining agreement, one of the Eligible Family Members (Spouse A) may claim the “employee plus one” or “full family” benefit. Each includes the respective District-paid dental coverage.

Eligible Family Member B does not need to claim his or her employee benefits because he or she will receive health and dental coverage under Spouse Eligible Family Member A.
- C. In lieu of the \$2,300 entitlement for Spouse Eligible Family Member B, Eligible Family Member A and B will not be required to make an employee contribution. The District will contribute the entire cost of the premium
- D. Where two married unit members’/registered domestic partners joint FTE

falls beneath 1.0FTE, the District contribution to their coverage will be the difference between complete coverage (the total premium) and a percentage of the standard employee contributions proportional to a members' FTE. Each member must meet the requirement of 0.3FTE for benefits eligibility.

- E. Those Management Team Members who do not wish to participate in the District's Medical Plan and can provide proof of medical coverage under another medical plan will be eligible for a \$2,300 entitlement to be used by the Management Team Member to purchase vision care, income protection, life insurance, or other plans as the member may elect. The entitlement shall be prorated per FTE as allocated for benefits.
- F. Domestic Partners have the option to purchase benefits coverage
- G. Confidential or Classified Management Members: State Disability Insurance Each employee shall have deducted from his/her pay an amount sufficient to pay premiums for State Disability Insurance. (Unemployment Compensation Disability Fund)
 - 1. The District agrees to contract with the State for a program of State Disability Insurance for all classified employees. Such program shall provide for a coordination of SDI basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, shall not exceed 100% of an employee's regular base salary as reported to PERS during the month disability occurred.
 - 2. The employee shall have the option either to:
 - a. Deliver all SDI [funds] received to the District payroll department. The District will issue the employee appropriate salary warrants(s) for payment of the employee's salary and deduct normal retirement and other authorized deductions as required by law from that portion of the warrant in excess of the SDI benefit amount.

- b. Retain all SDI [funds] and send copy of [verification of funds] received to District Payroll Office. The District will deduct the amount of SDI [funds] from the gross amount of subsequent warrants and then deduct taxes. This option will affect the amount reported to Public Employees Retirement System (PERS).
- H. The district will contribute up to \$500 annually toward a job-related professional organization for both certificated and classified management positions.

4. Retirement

- A. Employees shall notify the superintendent of possible intent to retire by February 15th of the school year. Notification of final decision must be made prior to March 15th for the employee to be eligible for retirement benefits. Waivers on this timeline may be made with approval of the Board of Education.
- B. **Effective July 1, 2011**, the District shall provide medical/dental benefits for retirees who have at least ten (10) years of service to the District who retire at age 55 or older into the PERS/STRS system. The benefit entitlement shall be at the capped rate for employee-only benefits of a total of \$6,500 per year. APSA 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 years, whichever occurs first.

If a retiree has reached the maximum five year retirement benefit period, but has not reached Medicare eligibility, the retiree will have the option of staying on the District's medical/dental coverage, including their eligible dependents, at their own expense. Payments shall be made in accordance with established District procedure.

- C. **Effective July 1, 2011**: Employees who are members of APSA at the time of retirement into the PERS/STRS system shall receive a flat rate of \$150/month, to be applied toward their medical benefits for life, if the

member has: a) at least ten years of experience as a Management Team Member as of July 1, 2011; or, b) at least 20 years total service in the District as of July 1, 2011.

- D. Retirees have the option of including eligible dependents on their medical, and dental coverage if applicable, at their own cost. Payments shall be made in accordance with established District procedure.

5. Leaves

Members of the Management Team shall follow all conditions as expressed in Appendix B for the following types of leaves: 1) sick leave; 2) maternity leave; 3) primary caregiver leave; 4) domestic partner/paternity leave; 5) child rearing leave; 6) industrial accident and illness leave; 7) personal leave; 8) bereavement leave; 9) jury leave and subpoena for court order; 10) attendance at conferences and meeting; 11) long-term leave; and 12) sabbatical leave.

6. Personnel Procedures as outlined in Appendix C shall be followed for all Management Team Members.

7. Procedures for Dealing with Public Charges

- A. Any citizen, staff or parent complaint regarding a Management Team Member shall first be made directly to the Management Team Member involved.
- B. If the complaint is not resolved to the satisfaction of the complainant, the complaint shall be put in writing and directed to the immediate supervisor with a copy to the Management Team Member involved.
- C. If the supervisor, complainant, or Management Team Member believes that a meeting would help to resolve the issue, a meeting will be scheduled.
- D. If the issue is not resolved by the immediate supervisor, the complainant will put the complaint in writing to the Superintendent who will make a decision as to the disposition of the complaint.
- E. Complaints that are initiated at the Board or Superintendent level will be referred to the Management Team Member involved.

8. Travel

- A. Certificated Management Members agree to receive an additional fixed sum of \$75.00 per month added to their base salary beginning July 1, 2002 for the use of personal automobiles. All certificated administrators agree to make no further claim on the District for use of personal automobiles in the service of the District.

- B. Confidential or Classified Management Members: School related expenses for travel using personal automobiles such as mileage, parking and bridge tolls will be reimbursed upon approval of the Superintendent.

- C. Reimbursement for other necessary travel expenses incurred while traveling on District business upon approval of the Superintendent.

Necessary Travel Expenses Include:

1. Airfare - Air travel by coach or economy class. Airline reservations are to be made at the earliest possible date to ensure the lowest air fare.
2. Automobile Rentals - Rental of automobiles will only be approved for sub-compact class automobiles, and when this rate is less costly or more efficient than public transportation.
3. Public Transportation - Taxi or similar service, train, and bus fares
4. Miscellaneous Automobile Related Costs - parking fees and bridge tolls
5. Lodging - Room rentals should be at the lowest rate available.
6. Meal Allowances - Reimbursable for trips requiring employees to be away from the District during times when meals would normally be consumed. **The following cities are not considered out of town and are exempted from meal reimbursements: Alameda, Albany, El Cerrito, Emeryville, Kensington, Oakland, Richmond, or Hayward.** The reimbursement rate is \$70 per day (including tips). **Receipts are required for all claimed expenses. No alcoholic beverages will be reimbursed under any circumstances.**

9. Promotion: Any employee of the PUSD who is promoted to an administrative or

non-certificated management team member position in the district shall be placed on administrative or non-certificated management team salary schedule at a level necessary to insure that he/she receives an increase in salary over his/her previous assignment within the District.

10. Appraisal: All Management Team Members shall be evaluated no later than June 30 of each year unless such appraisal date has been extended by mutual agreement between evaluator and evaluatee.

Each Management Team Member will have the opportunity to complete an appraisal form on the Superintendent and the Assistant Superintendent and on his/her immediate supervisor annually.

Salary

Effective July 1, 2020, the District will implement the revised salary schedule for Classified and Certificated Management Employees as follows:

[Link to APSA Salary Schedule](#)

APSA and the district agree to the implementation of this schedule as follows:

1. Years of service in the current position will be counted toward longevity.
2. Longevity is applied at the start of the 8th year of service in the current position after completing all seven steps, and after reaching column G.
3. Employees placed within columns A-G, may remain at column G for several years prior to receiving longevity 1 as longevity 1 is not applied until the start of year 8.
4. For employees placed within columns A-G, who have been in their current position for longer than seven years after reaching column G, will have total years of service applied for placement on the corresponding longevity scale, 1-5. (ie: Members placed at Longevity 3 will only be given a 3% increase, not 3% times 3.)
5. The superintendent will place APSA members on the salary schedule upon implementation based on previous salary placement.
6. Newly hired APSA members will be placed on the salary schedule by the superintendent based on previous experience.

LEAVES

A. The following annual leave benefits are provided to Management Team Members and are incorporated into this Agreement.

1. **Sick Leave:** Every full-time certificated Management Team Member who participates in STRS shall be entitled to twelve (12) days of paid sick leave each year for personal illness or illness of immediate family members. Each year up to 12 days of sick leave may be used for the occasions of personal necessity that cannot be accomplished outside the normal workday. Every part-time Management Team Member shall be entitled to a percentage of the 12 days of sick leave proportional to the F.T.E. status. Recreational, avocational or paid vocational pursuits are not covered by these days.

Every full-time classified Management Team Member who participates in PERS shall be entitled to twelve (12) days of paid sick leave each year for personal illness or illness of immediate family members. Each year up to 12 days of sick leave may be used for the occasions of personal necessity that cannot be accomplished outside the normal workday. Every part-time Management Team Member shall be entitled to a percentage of the 12 days of sick leave proportional to the F.T.E. status. Recreational, avocational or paid vocational pursuits are not covered by these days.

- a. Unused sick leave shall accrue from school year to school year.
- b. The Board shall provide each Management Team Member with a written statement of:
 1. the accrued sick leave total, and 2. the sick leave entitlement for the school year

Such a statement shall be provided within the first quarter of each school year.

- c. The Board may require a physician's verification of illness if a

Management Team Member has been on leave for five (5) or more consecutive days.

- d. The Board may require a yearly physical examination at the Board's expense.

2. Parental Leave

A Management Team Member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period of 12 workweeks.

- a. All parental leave must be taken within one year of the child's birth, adoption, or start of foster care.
- b. A Management Team Member may request up to 4 weeks before the due date, and up to 8 weeks after the birth, not to exceed a total of 10 weeks.
- c. When an employee has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act ("CFRA," Government Code 12945.2), the employee shall receive differential pay for the remaining portion of the 12-workweeks of parental leave.
- d. Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- e. The 12 workweeks of paid parental leave period shall only be available to members who exhaust all sick leave before or during

the 12 workweek period and shall be reduced by any such period of sick leave taken during the 12 workweek period of parental leave.

f. The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

g. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.

3. Family Care Leave

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, all employees will be eligible for family care leave. Information is available in the Personnel Office.

4. Childrearing Leave: Upon request, the Board shall provide a male or female Management Team Member who is a natural or adopting parent, an unpaid leave of absence for the purpose of raising his or her infant. Such leave shall remain in effect at least until the end of the semester following the birth or adoption of the child and no longer than the end of the second semester following the birth or adoption of the child.

A Management Team Member shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. A Management Team Member on childrearing leave shall be entitled to all the benefits accorded and obligated by all duties imposed under paragraph 13 of this Article entitled "Miscellaneous."

A Management Team Member who is adopting a child shall be entitled to utilize leave as provided under Personal Necessity leave and/or sick leave, for the purpose of caring for the needs of the adopted child.

5. Discretionary Leave: Every Management Team Member shall receive

two (2) days per year to be used at the discretion of the Management Team Members. If unused, these days shall not roll over to the Management Team Member's sick leave account.

6. Industrial Accident and Illness Leave: Education Code is supplemented and shall apply to Management Team Members as follows:

- a. Management Team Member shall be entitled to ninety (90) total days of industrial accident or illness leave per school year. A Management Team Member who exhausts such leave shall be entitled to use sick leave benefits as provided in this Article. If the Management Team Member continues to receive workers' compensation while on sick leave, the Management Team Member may elect to use that portion of his/her sick leave which when added to the temporary disability compensation is equal to his/her regular monthly salary.
- b. The total of the Management Team Member's temporary disability indemnity and the total salary paid during absence shall be no more or no less than Management Team Member's full salary during that absence.
- c. A Management Team Member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the Management Team Member's physician agrees that there has been such a recovery.
- d. An industrial accident or illness as used in this paragraph means an injury or illness whose cause can be traced to the performance of services for the Board.
- e. The Board's report of an industrial accident or illness shall be kept on file in the Benefits Office.
- f. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a Management Team Member who is absent as the result of an industrial accident or

illness.

7. **Bereavement Leave:** Every Management Team Member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than two hundred (200) miles is involved, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave. The Board shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

8. **Jury Leave and Subpoena for Court Order:** A Management Team Member shall be entitled to as many days paid leave as are necessary for jury duty or court appearance under subpoena. If the Management Team Member receives juror's fees while on leave under this paragraph, such fees shall be remitted to the Board.

9. **Attendance at Conferences and Meetings:** The Superintendent must approve attendance at any meeting which requires absence from work and/or payment of expenses by the District, which does not require specific approval of the Board.

10. **Long-Term Leave:** The Board may grant an unpaid leave of absence to a Management Team member for approved reasons including, but not limited to health, study, or travel.

a. A Management Team Member shall apply to the Board for such leave no later than eight (8) weeks before the anticipated commencement.

b. A Management Team Member on Study leave shall be entitled to all benefits accorded and obligated by all duties imposed under paragraph 12 of this Article, entitled "Miscellaneous."

c. The Board shall implement this provision in the same manner and under the same restrictions as they appear in paragraph 13.

11. **Sabbatical Leave:** Sections 44965 and 44967 of the Education Code are incorporated into this Memorandum, except as supplemented below. A

Management Team Member applicant may be granted Sabbatical Leave or Sabbatical Leave Without Pay so long as the purpose of such leave is to pursue a program of study, research or travel which may be of benefit to the schools. Selection shall be made on the basis of District-wide seniority subject only to the same "purpose of program" restriction referred to in the preceding sentence. The Board shall pay a Management Team Member who is on a semester Sabbatical Leave full salary for such period. The Board shall pay a Management Team Member who is on a full year leave fifty percent (50%) of his/her salary. In accordance with Education Code section 44968.5, the Board shall not pay a Management Team member who is on a Sabbatical Leave Without Pay.

12. Miscellaneous

I. Paid leave of absence means that Management Team Member shall be

entitled: 1. To receive wages and all fringe benefits including but not limited to insurance and retirement benefits.

2. To return to the same assignment held immediately preceding the commencement of the leave, unless such assignment is not available. If such assignment is not available, then the employee shall return to another administrative assignment unless notified by March 1.

3. To receive credit for annual salary increments provided during the leave.

J. Unpaid leave of absence means that Management Team Member shall be on leave without pay and shall be entitled to:

1. Have the option of paying for benefits accorded to full-time Management Team Members.

2. To return to the same assignment held immediately preceding the commencement of the leave, unless such assignment is not available, then the employee shall return to another administrative assignment unless notified

by March 15.

- K. Immediate family means child, mother, father, grandmother, grandfather of the employee or of the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- L. Upon request, the Board may extend a Management Team Member's Child Rearing Leave or Long-Term Leave for a maximum of one (1) year.
- M. Any Management Team Member who seeks an extension of health leave, Child Rearing Leave, or Study Leave shall make application no later than six (6) weeks preceding the expiration of the original leave.
- N. Any eligible Management Team Members shall be eligible to participate in part-time employment reduction of workload from full-time per the provisions of Education Code 22713 and 45139. Notice must be given by February 15 and assignment agreed by mutual consent with employee and Superintendent.

PERSONNEL PROCEDURES

I. Reorganization

- A. It shall be the responsibility of the Superintendent to recommend an administrative structure which will best serve the needs of the District. Reorganization may involve functions, overall organization, and/or personnel.

- B. Assignments and reassignments shall include, but not be limited to the following factors: past performance, qualifications and training, contributions to the District, and potential for growth as a management or confidential employee.

- C. At least ten (10) working days (if possible) prior to presentation of a district reorganization plan to the Board, the Superintendent shall discuss parameters and seek input from his/her Management Team Members.

II. Reduction of Services

- A. The Board, upon recommendation of the Superintendent, shall determine the number of F.T.E. of Management Team Members needed in the school district. The Board and the Management Team Members recognize that conditions such as declining enrollment and/or District reorganization may require the reduction of management services and the reassignment of management team personnel.

- B. The Superintendent shall have the responsibility of recommending those management and confidential positions and personnel scheduled for reduction. The maintenance of the most effective management structure in the District shall be the main criteria for reduction of services. The Superintendent or designee shall give written notice to any Management Team Member scheduled for reassignment to a unit position no later than March 15th. The reassignment shall not become effective until July 1st.

- C. A Management Team Member who has been affected by a reduction in

force or by internal District reorganization shall have the right to reinstatement to a management or confidential opening that may occur during the first 24 months following demotion subject to the following conditions:

1. The position is at the same management or confidential classification held at the time of reassignment.
2. The employee, in the view of the Superintendent, has performed his/her professional duties in a competent manner in the interim and in his/her previous management or confidential position.
3. The employee has remained an employee of the District.
4. The Superintendent recommends reinstatement to the Board based on the needs of the District and the employee's qualifications.

D. Credit for service in a management or confidential position shall be granted to an employee reassigned to a non-management position in determining his/her appropriate placement on the salary schedule.

III. Reassignment

A. It shall be the Superintendent's responsibility to assess the needs of the District and to assign management or confidential personnel to positions which will meet those needs.

B. Prior to reassignment, it shall be the Superintendent's responsibility to meet with the Management Team Member and to confer with him/her regarding the aspects of the reassignment. It shall also be the Superintendent's responsibility to provide, within five (5) working days, a written statement of the reason for the reassignment, should the reassigned management employee request it. Notices for involuntary reassignment shall normally be made by March 15th preceding the effective date of reassignment. Exceptions may be made due to unforeseen circumstances.

- C. If a certificated management employee declines a reassignment and requests a certificated unit position, every effort will be made to honor that request.
- D. Classified management or confidential employees do not acquire tenure in their positions, but do acquire seniority in accordance with Education Code 45308. Reassignment to a confidential position or to a classified unit position will be based on the applicable Education Code sections.

IV. Voluntary Transfer

- A. Any management or confidential employee shall have the right to request a transfer to any position for which he/she is qualified by reason of training and experience. Whenever a vacancy occurs, such application will be considered in relation to the welfare of students, District, operations, and the applicant's qualifications, training and experience.
- B. Except for unforeseen circumstances a request for transfer shall be submitted to the Superintendent prior to April 15 to be effective for the following school year. Transfer requests shall remain valid for a period of six months. A transfer request may be withdrawn by the employee at any time.
- C. The Superintendent shall be responsible for making the final recommendation regarding voluntary transfer of management or confidential employees. A management or confidential employee who requests a transfer should be given notice in writing of the action taken.
- D. If a management or confidential employee requests a unit position for which he/she is qualified, he/she may be reassigned to such position whenever a vacancy occurs.

V. Termination

When the performance of a Management Team Member of two or more years of service is in doubt, he/she will receive in writing a preliminary evaluation and suggestions for improvement by December 1.

VI. Resignation/Retirement

Certificated Management Members: Shall give the Superintendent at least thirty (30) days notice of his/her intention to resign from his/her position. In order to participate in health benefits, certificated management members planning to retire must give notice by February 15 of the year in which they plan to retire.

Confidential or Classified Management Members: Shall give at least fourteen (14) days notice of his/her intention to resign from his/her position. In order to participate in health benefits, classified members planning to retire must give notice by February 15 of the year in which they plan to retire.

APPENDIX D

PROFESSIONAL GROWTH AWARD PROGRAM FOR CONFIDENTIAL AND CLASSIFIED MANAGEMENT EMPLOYEES OF THE PIEDMONT UNIFIED SCHOOL DISTRICT

A. A Professional Growth Award may be earned by:

1. Completing three and one-third (3 1/3) semester units or five (5) quarter units of work in a junior college, college, university extension, or other accredited educational institution.
2. Completing specific in-service courses which have received prior approval from the district and which are attended outside of working hours. One (1) semester unit will be granted for each fifteen (15) hours of participation.
3. Attendance at workshops and conferences which have received prior approval from the District. The amount of credit earned will be determined by the District at the time the request is considered.

B. Employees must obtain approval from the Superintendent or his/her designee prior to enrolling in any Professional Growth program. Requests for approval shall be submitted on a standard district form to the Superintendent.

C. Professional Growth units will be granted for those academic and Professional Growth activities that are beneficial to employee responsibilities, promotional achievement and District goals.

D. No Professional Growth Award credit shall be awarded for any courses, conferences, workshops, or activities which are funded in part or in whole with District funds for costs such as registration fees, transportation or mileage, reimbursement, or other expenses related to the activity, or for activities which take place during assigned work time.

E. Any units earned in excess of the units required for an award may be applied toward subsequent awards provided that a maximum of one (1) award in any two

(2) year period be approved for salary increments.

F. All Professional Growth Award credit will be figured in semester units.

Institutional credit in terms of quarter units will be converted into semester units on the basis that one (1) quarter unit is equivalent to two-thirds (2/3) of one (1) semester unit.

1. The District will accept the number of units of credit awarded by the educational institution where the course was completed.
2. When an educational institution indicates the number of hours of participation rather than a specific number of units, one semester unit will be granted for each fifteen (15) hours (minimum) of classroom participation and in multiples of five (5) hours thereafter for each additional one-half (1/2) semester unit. Fifteen (15) hours equal one (1) semester unit.

G. It is the responsibility of the individual employee to apply for Professional Growth credit, to receive prior approval from the District, and to verify satisfactory completion of all course work. Satisfactory completion can be verified by presentation of an official transcript, report card, or other official document from the institution where the course was taken.

H. Award Rate and Effective Date: An award of forty-five dollars (\$45.00) per month shall be granted for six (6) professional growth increments earned by a Confidential or Classified Management employee participating in the Professional Growth Award Program. An award may be earned every two years. Awards shall be capped at \$270 per month. Confidential or Classified Management employees who have accrued more than six (6) professional growth increments prior to July 1, 2011, are not subject to the cap and are not eligible to accrue additional professional growth grants.

1. Upon verification, the date of each Professional Growth Award for a Confidential or Classified Management employee shall be effective the following July 1. Verification of the completion of the course or activity shall be made by the prior June 15.

SEPARATION

In recognition of administrative service to the Piedmont Unified School District, upon separation from the district after a minimum of eight (8) years of administrative service as of June 30, 2014, Certificated Management Team Members will be entitled to a one time or lump sum payment equal to \$500 per year of administrative employment in the PUSD for a maximum of twenty (20) years of such employment except if dismissed for cause.

Upon retirement/separation from the District, the Certificated Management Team Members will receive a lump-sum payment of an amount up to \$10,000. The lump-sum payment shall not require the employee to perform additional duties and will be designated as part of the employee's defined benefit supplemental plan for STRS. This benefit shall expire effective June 30, 2014, but shall be retained by members who have earned the benefit prior to that date.

SIDE LETTER OF UNDERSTANDING

An employee who transfers from CSEA to take a position as a classified management team member will be given credit for previous years of experience in the District for the purposes of longevity.

SIDE LETTER OF UNDERSTANDING - July 1, 2019 (expires on June 30, 2020)

The Association of Piedmont School Administrators and the Piedmont Unified School District hereby enter into this side letter to the following terms regarding reopening negotiations for the 2019-2020 school year:

1. It is agreed that APSA and PUSD negotiations teams will reconvene to bargain the MOU if the following conditions are met: a. If the Final State Budget (19-20) provides additional ongoing funding for the 2019-2020 school year. b. If the final total compensation settlement for 2019-20 for APT is above 1%.

SIDE LETTER OF UNDERSTANDING

PUSD: Randall Booker APSA: Anne Dolid, Kim Randlett, Michael Corritone

Signed electronically on April 13, 2020

Side Letter Effective Date: April 22, 2020 - June 30, 2020

Salary, Benefits, Leaves

1. APSA members shall receive full pay and benefits as provided for in SB 117, passed as urgency legislation on March 16, 2020, and as set forth in Executive Order N-26-20, dated March 13, 2020, for so long as the school site facilities closure and student dismissal continues. 2. Sick, personal, or extended illness leave will not be deducted from any unit members who contract COVID-19 during the school site closure and student dismissal period. Confirmation with a doctor's note is required. Additionally, that member will not be required to perform their professional duties during the period of the illness. 3. Unit members are entitled to the provisions of the Families First COVID-19 Response Act (FFCRA). 4. When members cannot perform their professional duties due to COVID-19 related illness, other APSA members may be asked to serve as a substitute and

will be additionally compensated at a differential rate of 50% of the substitute's current daily rate. 5. If an APSA member contracts an illness that is not related to COVID-19 and cannot fulfill their professional responsibilities, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 90 days per school year with differential pay as described in Appendix B.7.a. - Leaves in the APSA MOU. 6. Per the current APSA MOU, Management Team Members may work up to five days beyond their regular work year at a per diem rate. During the COVID-19 crisis, APSA members do not need prior approval by the Superintendent, however must provide the dates worked beyond their initial work calendar, retroactive to March 17. 7. APSA members have the ability to adjust their work year calendar for the 2019- 20 school year, retroactive to March 17, and may include Saturday as a work day if the member so chooses. 8. APSA and the district recognize that there will be personal interruptions to the work day, and members are able to flex their time as needed.

Return to School and Safety Conditions

1. The District shall ensure that all school sites are adequately sanitized before APSA members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, libraries and janitorial closets) are kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom, bathroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area. The District shall make available to all employees any protective gear necessary to complete assigned tasks. 2. If APSA members do not return to district facilities prior to June 30, negotiating teams will reconvene to negotiate the impact of opening classrooms in the fall.

Evaluation

1. APSA members shall have three options to address the 2019-2020 evaluation cycle:
 - a. When a member is currently being evaluated, evaluations and related components may be deemed complete based on the work done prior to the school closure. The member will be given a final evaluation from their evaluator.
 - b. Use parts of their work during the school closure to complete

their
evaluation in 2019-2020. c. Pause and complete the evaluation process in the
2020-2021 school year.

Approved by Board of Education on April 22, 2020

Side Letter of Understanding

2020-21 Professional Learning, Collaboration, and Planning Compensatory Leave Time

In order to provide time and financial recognition for professional learning, three non-student days were added to the Association of Piedmont Teachers (“APT”) work calendar for the 2020-21 school year for a total of 188 workdays.

Additional Professional Learning and Collaborative Planning for Distance Learning and In-Person Instruction The Piedmont Unified School District (“District”) and APT agreed to the following terms for adding and implementing three additional days in the 2020-2021 school year to provide “Professional Learning and Collaborative Planning for Distance Learning and In- Person Instruction.” The dates for professional learning and collaborative planning are subject to negotiations as part of the APT Collective Bargaining Agreement: Article XXI - Committees: D. Calendar Committee. The 2020-2021 school year will consist of 188 workdays in total.

Compensatory Leave Time Recognizing that the CSEA work calendars differ from APT, many CSEA members will already be scheduled to work during the three additional professional learning days (as part of their regular work year/calendar).

CSEA employees whose work calendars are not aligned with the additional professional learning activities, as negotiated with APT, will have the opportunity to participate in them outside of their regular work year/calendar. CSEA employees who choose to participate in these activities will be entitled to hourly “compensatory leave time”, commensurate with the time spent participating in the scheduled activities.

CSEA agrees that any “compensatory leave time” earned due to an employee’s participation in the additional professional learning activities shall only be used during non-student days during the 2020-2021 school year. Supervisor must be notified in advance.

CSEA agrees that any “compensatory leave time” earned due to an employee’s participation in the additional professional learning activities, shall be utilized during the 2020-2021 school year. If the employee does not use the earned “compensatory leave time” during the 2020-2021 school year, it will be forfeited.

APSA agrees to an additional three work days for the 2020-21 school year, and each member shall add three additional work days to their calendar based on the number of days worked in their position.

SIDE LETTER OF UNDERSTANDING

Between the Association of Piedmont School Administrators

And

The Piedmont Unified School District

APSA Negotiations

Return to School: DISTANCE LEARNING/HYBRID/ IN-PERSON

2020-2021 Memorandum of Understanding

PUSD: Randall Booker, Ruth Alahydoian

APSA: Michael Corritone, Anne Harter Dolid, Sylvia Eggert, Kim Randlett

Memorandum of Understanding Effective Date: August 17 , 2020 - June 30, 2021

California Department of Education - Distance Learning Definition

For the purpose of this MOU, “distance learning” means instruction in which the

student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback. (<https://www.cde.ca.gov/ls/he/hn/distancelearning.asp>)

School districts are required to provide:

- Devices and connectivity so that every child can participate in distance learning;
- Daily live interaction for every child with teachers and other students;
- Class assignments that are challenging and equivalent to in-person instruction; and
- Targeted supports and interventions for English learners and special education students.

For further detail on the requirements listed above, see California Department of Public

Health/Cal-OSHA Updated COVID-19 Guidance for Schools:

<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>

Definitions

Blended or Hybrid Learning: Hybrid learning is a combination of instruction delivered through both in-person instruction and distance learning. In hybrid learning, in-person learning and distance learning are combined to meet the equivalent of a minimum day of instruction.

Instructional time shall be based on the time value of combined in person and distance assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document.

Common Equipment: any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

PUSD Expectations for Blended Learning and Distance Learning in 2020-2021

1. An emphasis on a set and consistent daily bell schedule and number of synchronous (live) minutes for direct teaching and learning.
2. Social/Emotional learning and support systems.
3. Consistent and required benchmark assessments and grading as determined by grade-level, department teams in collaboration with administrators.
4. Structured professional development, training, collaboration and planning time for all of our educators and staff throughout the school year.
5. Uniform learning platforms and instructional technology.
6. Daily attendance tracking.

Salary, Benefits, Leaves

1. All APSA members shall receive full pay and benefits in 2020-2021, including periods of school site closure and student dismissal.
2. APSA members are entitled to the provisions of the Families First Coronavirus

Response Act (FFCRA). As per APSA and PUSD agreement, employees can use up to 4 weeks (up to 120 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or

experiencing COVID-19 symptoms and seeking a medical diagnosis.

a. Members will return to the position they held prior to their leave upon return.

3. Due to COVID-19 Shelter in Place orders, every member with unused Discretionary Leave hours received in 2019-20 shall roll over up to 16 hours into the member's sick leave account.

4. Sick, personal, or extended illness leave will not be deducted from any unit members who contract COVID-19 during the school site closure and student dismissal period. Confirmation with a doctor's note is required. Additionally, that member will not be required to perform their professional duties during the period of the illness.

5. Unit members are entitled to the provisions of the Families First COVID-19 Response Act (FFCRA).

6. When members cannot perform their professional duties due to COVID-19 related illness, other APSA members may be asked to serve as a substitute and will be additionally compensated at a differential rate of 50% of the substitute's current daily rate.

7. If an APSA member contracts an illness that is not related to COVID-19 and cannot fulfill their professional responsibilities, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 90 days per school year with differential pay as described in Appendix B.7.a. - Leaves in the APSA MOU.

8. Per the current APSA MOU, Management Team Members may work up to five days beyond their regular work year at a per diem rate. During the COVID-19 crisis, APSA members do not need prior approval by the Superintendent, however must provide the dates worked beyond their initial work calendar.

9. APSA members have the ability to adjust their work year calendar to include weekends as a work day if the member so chooses.

10. APSA and the district recognize that there will be personal interruptions to the work day, and members are able to flex their time as needed.

School Closure-Student Dismissal

1. Immediately upon discovering a student or employee has tested positive, the District shall notify APSA when a PUSD student or employee is diagnosed with Coronavirus.([link to ACOE notification protocol](#)) ([link to Gov. Newsom's letter](#))

2. If school closure is recommended by the local Alameda Public Health Department, ACOE, CDC, or other governmental organization, the District will notify APSA immediately.

3. In the event of a school site closure, the District shall ensure that all school sites are adequately sanitized before unit members return.

School Re-opening

The Piedmont Unified School District will rely on guidance as provided by the California Public Health Department and the Alameda County Health Department regarding the reopening of schools within Piedmont Unified.

Childcare

1. In partnership with the City of Piedmont and Schoolmates, employees' children will be given priority for placement.

2. In a hybrid model, the District will reimburse members for child care costs during the school day to mitigate the extra expenses incurred due to schedules in a hybrid model.

a. The District will reimburse any APSA member up to \$75 per week (1st child) and up to \$50 per week (2nd child) for childcare expenses under a hybrid model under the following conditions:

i. The child(ren) are of elementary school age.

ii. The child(ren) attend either the City of Piedmont's Schoolmates Program or a

licensed child care program of the employees choice.

iii. The funding source for this program is 60% Measure H and 40% General Fund.

iv. For APSA members, the total cap in reimbursement is \$100,000 for the 20-21 school year (\$60,000 Measure H and \$40,000 General Fund)

v. When reimbursement reaches \$80,000, the parties shall meet to determine future steps.

Measure H Parcel Tax: Retention Fund

APSA and the District agree to establish a Measure H Retention Fund to assist in offsetting state imposed budget reductions. This fund shall be used to restore positions and help to prevent lay-offs for the 20-21 school year. The final dollar amount transferred into the Measure H

Retention Fund is subject to negotiations with the Association of Piedmont Teachers (APT), the California School Employees Association #60 ("CSEA"), and APSA.

APSA and the District share a common interest in transferring \$1,250,000 into the Measure H Retention Fund.

The District shall provide an accounting of how the Measure H Retention Fund is applied, specific to position and FTE, to all bargaining groups and the Board of Education.

If, by the date of the first interim budget of the 20-21 school year, unrestricted revenues from the state are increased from the levels provided in the May 2020 Revise, Bargaining teams will reconvene and the Retention Funds will be subject to bargaining for the 2020-2021 school year.

All revenues in the retention fund not used by June 30, 2021 will be subject to bargaining for the 2021-2022 school year.

The Parties agree that this Side Letter shall sunset on June 30, 2021. This Side Letter is created for the purpose of having no "precedential" value.

Board Approved: October 14, 2020

APSA Side Letter of Understanding

Measure H Funding 2020-2021

1. - Salaries Appendix A Effective July, 1, 2020, utilizing Measure H Funds, the salary schedule in Appendix A - Salary shall reflect a 2.26% increase in the APSA salary schedule daily rate over the current 20-21 rate.

Approved by the Board June 9, 2021