

PIEDMONT UNIFIED SCHOOL DISTRICT

AGREEMENT BETWEEN  
THE GOVERNING BOARD  
AND  
THE PIEDMONT  
CERTIFICATED EMPLOYEE ORGANIZATION

*2011-2014 School Years*

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ARTICLE I – AGREEMENT

- A. The articles and provisions contained herein constitute an agreement (“Agreement”) by and between the Governing Board of the Piedmont Unified School District and the APT/CTA/NEA Association, an employee organization.
- B. This Agreement is entered into pursuant to the provisions of the Rodda Act, and incorporates all provisions thereof.
- C. The terms of the Collective Bargaining Agreement (“Agreement”) between the Parties and each of the articles contained therein shall continue from July 1, 2011 through June 30, 2014.
- D. The Parties shall automatically reopen negotiations on Benefits (Article XVI) and Salaries, including Furlough Days, (Article XVII) for each of the 2012-13 and 2013-14 school years. Both the District and APT shall also have the option of opening for negotiation two additional articles each as part of the 2012-13 and 2012-14 reopeners, with negotiations to commence on the same time schedule as negotiations on Benefits and Salaries.
- E. The Calendar for 2012-13 and 2013-14 will be negotiated separately by the Parties as delineated in Article XXII. The Parties intend to agree on calendar issues as quickly as possible. The goal is to have a 2-year calendar.

This represents the Agreement approved by the Board of Education on March 9, 2011

FOR THE DISTRICT

FOR THE ASSOCIATION

\_\_\_\_\_  
Roy Tolles, Board President

\_\_\_\_\_  
Harlan Mohagen, Association President

Date of Signature

Date of Signature

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE II – RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of all certificated employees of the Board including:
1. Elementary Classroom Teachers
  2. Secondary Classroom Teachers
  3. Special Teachers
    - a. D.I.S. Individual Small Group
    - b. Special Day Class
    - c. Speech Therapists
    - d. Resource Specialists
    - e. Reading Resource
    - f. P.E.
    - g. Music
    - h. Supervising Teacher of Secondary GATE Program
    - i. Supervising Teacher of Elementary GATE Program
    - j. Teacher on Special Assignment
  4. Support Personnel
    - a. School Media Specialist
    - b. School Nurse
    - c. Counselors
    - d. Psychologists

### ARTICLE III – DEFINITIONS

“Teacher” means any employee included in the recognized bargaining unit and specifically includes those in the job titles contained in Article II.

Day/Work Day/School Day shall mean a day when schools in a district are in session, excluding summer sessions.

“Teacher Work Day” refers to workdays when teachers individually determine the work to be done in preparation for the opening and closing of school. One day is scheduled at the beginning of the school year and one day is scheduled at the end of the school year. If a faculty meeting is necessary on these days, such meeting will not exceed 45 minutes.

“Per diem” means the teacher’s annual salary divided by the number of days required by the Board to be present at school.

“Hourly rate of pay” means the daily rate of pay divided by the number of hours teachers are required to be at the school site.

Minimum Workdays for teachers are days when teachers are required to return for evening meetings; e.g., Open House, Back-to-School Night, and days when teachers are excused early (last day before December Recess). On these days teachers will be dismissed 10 minutes following the last student period.

Minimum Days for students shall not exceed 255 minutes of instruction. Minimum student days which are scheduled for examinations, conferences, in-service days and the last day of school are regular work days for teachers.

Professional Development Days are those non-student days that meet the state’s professional development reimbursement requirements.

## ARTICLE IV – ASSOCIATION RIGHTS

- A. Association representatives shall have reasonable access to all school buildings during lunch periods or before and after the school day, provided such access does not interfere with the educational program. They shall inform the building principal or his/her designee of their presence on campus. In the event a group meeting is planned, they shall fill out a facilities use permit.
- B. The District shall provide the Association President, Executive Board and Site Head Representative with a complete Board agenda excluding personnel matters when they are regularly distributed to all other parties before regular board meetings.
- C. Each employee who is a member of the Association, or becomes a member of the Association during the contract period, shall remain a member of the Association for the duration of the contract period. Members who wish to discontinue membership in the Association must do so within the 30 days prior to the expiration date of the contract.

## ARTICLE V – ASSIGNMENT, REASSIGNMENT, TRANSFER AND CLASSIFICATION OF PERMANENT, PROBATIONARY AND TEMPORARY TEACHERS

### A. Responsibility

1. The District Administration is responsible for all teacher assignments or reassignments. Assignments refer to the initial placement of teachers when they are newly hired or return from leave. Reassignments are defined in Section E.
2. By January 15 the District shall provide a form for each teacher to indicate assignment or transfer preferences in writing. Also on this form teachers may request individual notification of vacancies as they are declared. This form is due by January 31.
3. All teachers are entitled to use the Review Process (Section B) regarding their assignment unless they are newly hired or are returning from a leave of one school year or more.
4. A teacher returning from leave who is not satisfied with his/her assignment may request an explanatory meeting with the Superintendent, APT representative, and any site administrator requested. The Superintendent will be responsible for the final staffing decision.

### B. Review Process

#### 1. Initiating the Process

Upon notification of assignment, the teacher has 10 working days to request a review. This request must be presented in writing to the Superintendent with copies sent to the site administrator, APT President, and the Professional Rights and Responsibilities (PR&R) Committee of APT.

#### 2. The Process

- a. A review team, composed of the Superintendent and a member of PR&R will meet with the teacher and site administrator.
- b. The Superintendent shall facilitate the meeting.
- c. The review team will make every effort to meet within 10 working days of receiving written notice.
- d. The first meeting will be used to gather information from the teacher and the administrator, separately. Following this meeting, the review team

will synthesize the information, discuss findings and generate options. The findings and options will be presented and discussed at separate meetings of site administrator and the Superintendent, PR&R members and teacher, and/or a meeting of all four together.

- e. All meetings will remain confidential. Once the findings and options have been reviewed by both parties, the site administrator will be responsible for the final staffing decision.

C. Vacancies

Vacancies are the openings that remain after reassignments have been made. Vacancies may result from transfers, retirements, resignations, or be due to a certificated employee's inability to complete or continue his/her present assignment. Notices of vacancies shall be posted for at least five (5) days on the Association bulletin board in each building and sent via district email to all certificated employees. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position, description and location, grade level or subject matter assignment and credential requirement. Copies of all notices of vacancies shall be mailed to the Association two days prior to outside postings.

D. Transfers

A transfer refers to any movement of a teacher between positions listed in Article II – Recognition – Section A.1-4 and/or movement from one school site to another. A transfer may be voluntary (teacher-initiated) or involuntary (district administrator-initiated). Once teachers are notified of their transfer they are encouraged to meet with the site administrator(s) to formulate a transition plan to support this move. This plan may include site visitations, collaboration, in-service training, inventory and acquisitions of instructional materials or other mutually agreed upon options. Release time may be provided to support these options as appropriate.

Teachers who are to be transferred for the coming school year shall be notified of their new position before school closes in June. In the event that notification in June is not possible, or when the transfer is to take place during the school year, every effort shall be made to notify teachers of their new position at least 14 school days before the new positions begin. This requirement may be modified upon mutual agreement between the teacher and the district. Two days of preparation time shall be available upon request.

If notification to a new position takes place within the last 10 calendar days before school begins, the teacher shall be eligible for preparation time or extra compensation for up to two days (based on FTE) if the transfer is to a grade, level or department in which the teacher has not taught during the last four years.



Preparation time shall be provided as follows:

- The preparation time provided in this section shall be available at the teacher's request during the first month after the position begins.
- Two days of preparation time is available upon request.
- Days of preparation time shall be equivalent in length to the individual teacher's FTE.

1. Voluntary Transfers

A teacher may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made in writing and sent to the Personnel Office.

- a. When the request is made for a transfer to take effect during the school year, it shall be made within five (5) days of the posting of the notice of vacancy.
- b. All requests for voluntary transfer shall be considered on the basis of legitimate educational needs of the District, appropriate credentials to perform the required services, district-wide seniority, and other qualifications. When all factors are equal, district-wide seniority will be the determining factor.
- c. When a vacancy occurs in the District, first priority to fill that position shall be given to teachers to be laid off for economic necessity. Next priority for consideration shall be given to permanent, probationary, and temporary teachers who have not been released. Third priority for consideration shall be given to applicants from outside the District.
- d. When a request for transfer is denied, reasons for the denial will be given by the site administrator or the Superintendent. Such reasons shall be given in writing, if so requested.
- e. The teacher denied transfer may initiate the Review Process as outlined in Section B.

2. Involuntary Transfers

District-initiated transfers shall be based exclusively on the legitimate, educationally-related needs of the District. The notice of the involuntary transfer and the reasons for said transfer shall be given to the teacher in writing.

- a. Teachers to be involuntarily transferred shall be chosen on the basis of the following considerations:

- Appropriate credential
  - District seniority
  - Other qualifications (e.g., experience with grade level or subject matter)
  - Implication to other teachers who have shown written interest in the potential vacancy
- b. Teachers who are being involuntarily transferred shall have the right to indicate preferences from a list of vacancies existing in the District at the time of transfer. Their request shall be considered on the basis of appropriate credentials, district seniority, and other qualifications.
- c. Prior to the final decision regarding an involuntary transfer, the immediate supervisor shall meet with the teacher to discuss the transfer and receive input for consideration. If requested by either party, a second meeting shall be held before the final decision is made. The teacher may initiate the Review Process as outlined in Section B.

#### E. Reassignments

A reassignment refers to a change in teacher assignment within the same school. At the elementary level this means a change in grade level within the same school. At the secondary level this means movement from one department to another department or change in subject assignment within a department.

1. Prior to the final decision regarding an involuntary reassignment, the immediate supervisor shall meet with the teacher to discuss the reassignment and receive input for consideration. After consideration of the input, a district-initiated reassignment shall take place only after a subsequent meeting between the immediate supervisor and the teacher, if requested by either, has occurred; the reason for the reassignment shall be given to the teacher in writing. The teacher may initiate the Review Process as outlined in Section B.
2. Teachers who are reassigned for the coming school year shall be notified of the reassignment before school closes in June. In the event that notification in June is not possible, every effort shall be made to notify teachers at least fourteen (14) school days before the reassignment begins.
3. Once teachers are notified of their reassignments they are encouraged to meet with the site administrator(s) to formulate a transition plan to support this move. This plan may include site visitations, collaboration, in-service training, inventory and acquisition of instructional materials or other mutually agreed upon options. Release time may be provided to support these options as appropriate.

4. If notification of reassignment takes place within the last ten (10) calendar days before school begins, the teacher shall be eligible for preparation time or extra compensation at the hourly rate up to two days (based on FTE) if the reassignment is to a grade or department in which the teacher has not taught during the last four (4) years. Preparation time shall be provided as follows:
  - The preparation time provided in this section shall be available at the teacher's request during the first month after the position begins.
  - Days of preparation time shall be equivalent in length to the individual teacher's FTE.

F. Relocation

Relocation occurs when a teacher is required to vacate a workspace and reestablish that workspace in another location. Relocation may occur as a result of a transfer, a reassignment or the need to vacate a workspace. Once teachers are notified of their relocation, they will meet with the site administrator to formulate a transition plan. This plan will include a consideration of the amount of the materials to be moved, a timeline, and the assistance and materials that the district will provide for the move. Teachers will be compensated up to 4 days based on the adult school hourly rate of pay (based on the FTE).

G. Notification of Status

Because the district values its teachers, it will provide information related to employment in a timely fashion.

Teachers on Special Assignment will have a written agreement with the district and a copy of such agreement will be provided to the president of the Association.

When a prospective teacher is offered a position with the district he/she will be provided in writing clear information regarding employment status, including information on classification, change of classification, assignment, and transfer. An individual teacher in this classification may request an additional meeting with the APT President and Human Resources Director for further clarification.

- H. A seniority list and 2 lists of temporary teachers will be published by October 1 of each school year. One temporary list shall be organized alphabetically, and the other temporary list shall be organized based on first date of paid employment. Both temporary lists shall include teachers' credentials, and asterisks will be placed next to the names of teachers who are also on the probationary and/or permanent lists. A copy of these lists will be available for the Association. At the request of APT, the head of PR&R, the Superintendent or designee and the President of APT will meet to discuss why any teacher has been classified temporary beyond a second year. An individual

teacher in this classification may request an additional meeting with the APT President and Human Resources Director for further clarification.

The following factors will be taken into consideration when determining which teachers become permanent and which teachers remain temporary:

- positions needed in the district (vacant positions in the district as determined by enrollment)
- type of credential(s) held by the temporary teacher
- input from Principals concerning the needs at their school site
- date-of-hire

By November 15th, the district will give written notification to all probationary and temporary teachers of their current employment status. Updated lists of temporary teachers will be published at that time. A copy of these lists will be available for the Association.

#### I. Elementary Combination Classes

Effective July 1, 2011, teachers who are assigned to an elementary combination class will receive a co-curricular stipend under Level IV of the Co-Curricular Schedule under Appendix C of the Agreement. The Parties agree that the following supports will be placed in combination classes whenever possible.

- Letting teacher of combo class work with administration to decide which supports best suit the class
- 4<sup>th</sup>/5<sup>th</sup> Grade level partners taking ½ class for science and social studies because the curriculum is so different
- Scheduling more opportunities for small group instruction so class can be split (teacher works with one grade while special teacher works with the other grade)
- Adding additional paraeducator time
- Giving priority to combo classes when scheduling prep
- Pairing up special teachers (i.e., Art, computers) with classroom teacher's prep period or lunch or end of day to provide longer prep time for classroom teacher

#### J. Layoff Hearings

The Board shall hold a public hearing with respect to the nature and impact of any anticipated teacher layoffs at least ten (10) working days before the Board mails out any notices recommending dismissal of any teacher. At said hearing, all interested parties shall be afforded the opportunity to give testimony and offer alternatives to the proposed teacher dismissals. Notification of said hearing shall be given at least fifteen (15) days prior to the hearing.

## ARTICLE VI – HOURS AND PROFESSIONAL RESPONSIBILITY

### PHILOSOPHY

PUSD and APT are committed to promoting and recognizing the professionalism of teachers. The primary responsibility of teachers is instruction. The primary responsibility of the District is to guide and support teachers in this instruction. Instruction is complemented by other professional responsibilities and activities which the District also supports.

#### A. Professional Day

1. At the high school level, a full-time teaching position shall consist of direct instruction of twenty (20) classes and eight (8) periods of preparation time per seven (7) day rotation (see Appendix D).
2. At the middle school level, a full-time teaching position shall consist of direct instruction of five (5) classes and two (2) periods of preparation time per day.
3. At the elementary level, a full-time teaching position shall consist of direct instruction based on state mandated instructional levels with an average of 30 minutes of preparation time per day.
4. Every teacher shall be entitled to one daily, duty-free, uninterrupted lunch period of 30 consecutive minutes minimum, exclusive of passing periods.
5. Except for unusual circumstances, teachers are expected to be present at their respective buildings for preparation, appointments, and other professional duties which may occur before or after the instructional day.
6. No teacher shall be required to attend overnight field trips; attendance on these trips shall be strictly voluntary.

#### B. Professional Responsibilities

1. Preparation time, at all levels, is time set aside for activities that include, but are not limited to lesson planning, conferencing, collaborating and other professional duties. Preparation time for part-time teachers will be proportional to the teaching load.
2. Collaboration time is time built into the professional workday for teachers to work together. Teachers shall determine how this time is used. The intent is for teachers to meet for purposes of planning, sharing, developing curriculum and addressing other common interests. Collaboration time for part-time teachers will be proportional to the teaching load. If collaboration time is scheduled outside the professional workday of a part-time teacher, participation shall be optional.

3. Common Planning Time (CPT) includes both teacher-directed collaboration time (see above) and district-directed planning time.
4. Common Planning Time will be incorporated into the school site schedules throughout the school year as follows:
  - a. Elementary sites will have a weekly early release day devoted to common planning time.
  - b. The total number of elementary CPT days will be divided equitably between teacher-directed collaboration and district-directed/tri-school work. In school years without an even number of CPT days, the extra day will be designated for teacher-directed collaboration.
  - c. Elementary school students will be released at 1:45pm on every Common Planning Early Release Day. On the teacher-directed collaboration days, teachers are expected to be engaged in professional collaboration activities until the regular student dismissal time. On the district-directed/tri-school CPT days, CPT activities will be scheduled until 3:30pm.
  - d. Middle school students will be released at 12:45pm on every Common Planning Early Release Day.
  - e. For the middle school, the total number of CPT days will be fourteen (14). Eight (8) of these will be teacher-directed collaboration days and six (6) will be district-directed.
  - f. High School Common Planning Time will be scheduled per the 7-day block rotation.
  - g. The dates and schedules for Common Planning Time will be set and distributed by site administrators by the first week of school. The schedule will note whether the Common Planning Time is teacher-directed or district-directed.
  - h. The agenda, materials, location and times for district-directed/tri-school work days will be distributed to teachers prior to the meeting.
  - i. Preparation for the meetings and reporting procedures after the meetings will follow the best practices outlined in the District Employee Handbook.
5. Staff Development is time outside the professional workday for professional growth activities. District and/or sites shall determine the focus of staff development. Teacher interests shall be considered in the planning of staff development.

6. Teachers and support personnel (as defined in Article II) shall be responsible for professional duties such as attendance at Faculty meetings, Child/Student Study Team meetings, Individualized Education Plan meetings (IEP's), Open House, Back-to-School Night and parent and/or staff conferences. These duties shall not be scheduled on religious holidays.
  7. An adjunct duty committee will be established at each site to advise and assist the principal in the assignment of adjunct duties as well as the screening of new duties and/or alternatives for coverage of those duties.
    - a. Teachers will be permitted to volunteer for these duties according to their own skills/interests to the degree possible. Duties not covered by volunteers will be assigned by the principal on an equitable basis.
    - b. It is recognized that teachers are frequently involved in other professional activities within and beyond the district. A teacher's participation in these activities should be considered when adjunct duties are allocated.
- C. The established schedule at each school site is the schedule in use at the time of the ratification of this contract between the APT and PUSD. Changes may be made to established schedules and workloads at each site under the following conditions:
1. A schedule change Recommendation Committee will be formed consisting of administration, certificated and classified staff and an APT Executive Board member. In addition to proposed schedule changes, the committee will develop a timeline for implementation of the proposed new schedule. When proposed changes affect more than one site, all sites will be represented on the Recommendation Committee.
  2. The superintendent, site administrator, school board and fifty-five percent (55%) of the site certificated staff must agree to the change.
  3. Proposed changes to a site schedule shall be presented to the APT Legislative Council for informational purposes, prior to voting.
  4. The minimum number of instructional minutes required by the state must be met without the need of additional staffing caused by the schedule change at the site.
  5. Final balloting on any proposed change must be by written, secret ballot.
  6. Once a schedule change has been implemented, it will be considered the "established schedule."
- D. As President of the Association, a teacher will be granted twenty percent (20%) release time based on 1.0 FTE or a one fifth (1/5<sup>th</sup>) increase in salary at the highest cell on the salary schedule in lieu of release time. In either case, the cost of the President's salary shall be assumed by the Association.

E. Teacher responsibility for supervision of non-teachers

Definition: Non-teachers are para-educators, volunteer aides, student teachers or assistants.

1. Site administrator will solicit feedback on non-teacher's performance twice during the non-teacher's probationary period, once within the first three months of the probationary period and again within the first six months and annually thereafter.
2. Teachers will respond to site administrator's request for input on the performance of the non-teachers under their supervision.
3. Teachers will also give site administrator feedback about non-teacher on an ongoing basis as necessary so that the administrator can keep apprised of non-teacher performance.
4. If the principal and teacher in charge agree that the assignment of a non-teacher is adversely affecting the classroom performance of that teacher or jeopardizes the program of that teacher, the non-teacher shall be excluded from that program

F. Days of Open House, Back-to-School Night shall be minimum workdays for teachers. Other days which may be declared minimum days for students are regular workdays for teachers (e.g., final examination days at the secondary level and parent conference days at the elementary level).

G. A secondary teacher may be asked to teach a sixth period on a voluntary temporary basis at the rate of one-fifth ( $1/5^{\text{th}}$ ) of his/her salary, provided that (a) there is no willing part-time teacher with the appropriate credentials available and (b) an attempt is made to find a qualified teacher outside the District. Any earnings by a teacher due to teaching a sixth period class are now subject to STRS defined benefits supplement.

H. Department Heads release time, not to exceed ten (10) days per year, may be provided for Department Heads at the discretion of their site principal.

I. When teachers have a class size of 24 or more students, one half day of release time shall be provided to the teacher for each conference period upon request to the site administrator. For classes of twenty-eight (28) or above, the teacher shall receive an additional half day of release time for each conference period.



## ARTICLE VII – PART-TIME ASSIGNMENTS

When teachers are granted part-time contracts, the following shall apply:

- A. In order to participate in this program, a teacher must file a request by February 15 with the Superintendent. Exceptions to this date may be mutually agreed upon by the teacher and the Assistant Superintendent.
- B. Part-time position openings will be advertised throughout the District in the same manner as a full-time position.
- C. Teachers who are granted a reduction from full-time to part-time teaching shall resign part of their full-time position or shall be granted a leave without pay for the remainder of their full-time position.
- D. Part-time teachers who have reduced their FTE by taking a leave of absence must notify the Superintendent by February 15 of their intent to return to their prior FTE. Receipt of the request shall be promptly acknowledged. Exceptions to this date may be mutually agreed upon by the teacher and the Superintendent. Where a transfer or reassignment is necessary, it shall be in accordance with the Transfer and Assignment Article of this Agreement.
- E. A request to continue in a part-time assignment shall be filed on or before February 15 each year. Exceptions to this date may be mutually agreed upon by the teacher and the Superintendent. The District shall notify the employee as soon as possible, but no later than the last day of school, whether or not his/her request has been granted.
- F. Part-time teachers who have reduced from full-time service in accordance with pre-retirement provisions of District Policy shall be governed by those provisions and not by this Article.
- G. Part-time teachers will be responsible for all professional duties occurring on their regularly scheduled workday. A part-time teacher who agrees to participate in IEP's, Student Study Team Meetings, and parent conferences occurring during his/her non-schedule work time, shall be compensated at the hourly rate. Other assignments and duties of the part-time position for each teacher shall be reduced to be equivalent to the percentage of time worked.
- H. The salary and benefits, including sick leave, accorded a part-time teacher shall be a portion of that salary or benefits which he/she would have earned as a full-time teacher, according to the ratio that his/her service bears to full-time service (see Article XVII - Salaries - Section D). Leave benefits will be prorated in an equivalent manner.

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- I. Part-time teachers who work at least 50% or more of a year will advance yearly on the salary schedule and shall have the option of paying for benefits accorded full-time teachers.
- J. When teachers are employed for one semester only, evaluation procedures and timelines will be adjusted so that the evaluation process will be completed within the semester worked.
- K. Teachers on part-time assignments will retain their original date of hire on the District seniority list.

## ARTICLE VIII – SHARED CONTRACTS

- A. A shared contract consists of two K-6 teachers splitting a full-time classroom assignment to include, but not be limited to, division of days, segmenting days of school work, and/or semester of school year in order that the assignment might be shared by two teachers.
- B. When teachers are granted a shared contract, the following shall apply:
1. Participation in this program shall be on a voluntary basis and by mutual agreement between the District and the teachers.
  2. In order to participate in this program, teachers must file a request by February 15 with the Superintendent. Exceptions to this date may be mutually agreed upon by teachers and the Assistant Superintendent.
  3. The time and configuration of the job sharing schedule for teachers will be presented in a plan which is mutually acceptable to the teachers and the Principal and is approved by the Superintendent.
  4. Responsibilities of any assignment will be divided and/or allocated according to the plan designed by the teachers with the concurrence of the Principal. The plan shall include but not be limited to professional duties specified in Article VI – Hours – Section B.
  5. Teachers sharing a contract shall concurrently be granted a leave without pay for the remainder of their full-time assignment.
  6. The salary and benefits, including sick leave, accorded a part-time teacher shall be a portion of that salary or benefits which he/she would have earned as a full-time teacher, according to the ratio that his/her service bears to full-time service (see Article XVII - Salaries - Section D). Leave benefits will be prorated in an equivalent manner.
  7. Part-time teachers will advance yearly on the salary schedule and shall have the option of paying for benefits accorded full-time teachers.
  8. Any teacher not subject to layoff process would, upon request of either party by the following February 15, be reinstated to a 100 percent position for the following year, provided there is an appropriate vacancy for which the employee is qualified by specific training or experience. No guarantee is given that any school assignment will remain the same from year to year.
  9. Teachers in the shared contract program must annually make a proposal, to be submitted by February 15, to continue a shared teaching assignment for the following year. There shall be an annual review and evaluation of the shared contract program by all parties involved. The District shall notify the employee

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as soon as possible, but no later than the last day of school, whether or not the request has been granted.

10. If teachers sharing a contract are employed for one semester only, evaluation procedures and timelines will be adjusted so that the evaluation process will be completed within the semester worked.
11. Teachers with shared contract will retain their original date of hire on the District Seniority List.

## ARTICLE IX - PROFESSIONAL ASSISTANCE AND REVIEW (PAR)

### Purpose

The Association and the District agree to participate in a Professional Assistance and Review program that allows all teachers to develop as professionals in order to enhance student learning. The PAR program will be designed to improve teaching or teaching methods, teaching strategies, and subject knowledge as described in Article XIX.

Participation in this program shall not be connected to the evaluation process unless requested by the participating teacher. Specific communication between teachers shall remain confidential.

This program shall follow the guidelines set forth in Ed Code 44500 – 44508 and 44660 – 44665. Participation in this program shall remain in effect as long as it is funded by the State. No costs of this program shall be paid by the District.

### Definitions

- Participating Teacher: any teacher as defined in Article II who is participating in this program as a New Teacher, Voluntary Participating Teacher or a Referred Participating Teacher
- New Teacher (NT): any teacher who has temporary or probationary status
- Voluntary Participating Teacher (VPT): any teacher who has permanent status and participates voluntarily in the PAR Program
- Referred Participating Teacher (RPT): any teacher with permanent status who has been referred to the PAR Program by his/her evaluator. The evaluator shall refer only those teachers whose most recent evaluation contains an unsatisfactory rating in Area 2b and/or Area 2c of Article XIX
- Evaluator: the certificated administrators who evaluate teachers in accordance with Article XIX
- Consulting Teacher (CT): a consulting teacher is a permanent teacher who provides assistance to teachers participating in the program.

### Joint Committee

The Joint Committee (JC) shall consist of five members, three teachers and two administrators. The teacher members of the Joint Committee shall be three permanent certificated classroom teachers who are chosen by the Association. The teachers shall be compensated for this responsibility. Two administrators shall be chosen by the district. Members will serve on the committee for two years. Failing consensus, the Joint Committee shall make all decisions by majority vote. Four of the five members of the Joint Committee will constitute a quorum.

The Joint Committee shall establish a meeting schedule. Such meetings shall take place during the regular work day or as the committee chooses.

The Joint Committee shall be responsible to:

- develop and manage the PAR Program
- assess the PUSD Staff Development needs
- manage and allocate funds provided through the PAR Program, including carryover
- establish procedures including the method for selection of Consulting and District Participating Teachers
- distribute the adopted rules and procedures to teachers, administrators, and School Board by November 1
- outline the requirement and job description of the Consulting Teachers
- select the Consulting Teachers
- manage the Participating Teacher Component
- communicate to the site Principals the name(s) of Participating and Consulting teachers for the purpose of providing release time
- outline requirements of a report from all Consulting Teachers to the Joint Committee. For RPTS, the legislation requires that a statement of participation be made available to the evaluator upon request.

#### Program Guidelines

During the 2000-01 school year, the Joint Committee will:

- coordinate an interim program to bridge the mentor and PAR programs
- establish a budget for the PAR program based on state allocations that includes staff development, training, consultants, release time, stipends for additional Consulting Teachers, secretarial support, supplies and other operational expenses

No more than 5% will be used for administration and indirect costs.

Each teacher member of the Joint Committee will receive an annual stipend.

Any funds that are not used return to the PAR program.

## ARTICLE X – TEACHER TRAVEL

- A. Teachers who are assigned to more than one school per day shall be reimbursed at the rate of \$30 per month.
- B. Teachers who use their personal cars for field trips or other business of the District shall be reimbursed at the Internal Revenue service rate for all such driving. Teachers who have not received written instructions or approval to use their automobiles in the performance of their duties shall not be reimbursed under the provisions of this Article.
- C. A teacher shall obtain written permission from the administration to take students on a field trip and to transport such students in the teacher's personal vehicle. Written permission shall mean that the trip is a school-sponsored activity.

## ARTICLE XI – LEAVES

The following annual leave benefits are provided for teachers and are incorporated into this Agreement.

### A. Sick Leave

Each year, every teacher shall be entitled to eleven (11) days of paid sick leave for personal illness or illness of immediate family members. These days shall be prorated for other than full-time employees. Each year up to 11 days of sick leave may be used for the occasions of personal necessity that cannot be accomplished outside the normal workday. Recreational, avocational or paid vocational pursuits are not covered by these days.

1. Unused sick leave shall accrue from school year to school year.
2. After all accrued sick leave has been used, an employee may elect to use Extended Illness Leave.
3. The District shall provide each teacher in September with a written statement of:
  - a. the accrued sick leave total, and
  - b. the sick leave entitlement for the school year.
4. The District may require a treating physician's verification of illness if a teacher has been on sick leave for five (5) or more consecutive days, or has a consistent absence pattern involving five or more days.

### B. Extended Illness Leave

#### 1. Differential Pay

After all earned sick leave days at full pay have been used, and additional absence due to the same illness or injury is necessary, the teacher shall receive the difference between his/her own salary and the amount paid to his/her long-term substitute for a total of five (5) school months (100 school days), exclusive of the earned sick leave days at full pay. If sick leave bank days are used prior to differential pay, then the number of days available for differential pay will be reduced by the number of sick leave bank days used.

#### 2. Sick Leave Bank

A Sick Leave Bank (SLB) will be established to assist teachers faced with a catastrophic illness or incapacitating condition affecting them or their immediate



family. A teacher may request to withdraw from the SLB once all of his/her accrued sick leave days have been used.

- a. An individual may request up to 20 days from the bank. The same individual may apply for an extension of 10 days once the first 20 have been exhausted.
- b. Individual wishing to apply for days from the Bank must submit to the SLB committee written verification from a doctor substantiating the catastrophic illness or incapacitating condition. The committee will notify the applicant of its decision within 10 working days of the initial application. This process will be confidential.
- c. A Sick Leave Bank committee will be established to administer the SLB, develop appropriate forms, and act as the decision-making body. The committee will consist of the Superintendent, the President of APT, and one additional representative from both APT and the District. Binding decisions will be reached by a majority vote. Voting will be confidential.
- d. The SLB will accept donations at the beginning of each school year until December 1. If 75 days are not available during the year, a second donation period may be opened by the SLB committee.
- e. Teachers may donate a maximum of two days per year to the SLB. Teachers wishing to donate sick leave days to the bank must fill out the appropriate forms and submit them to APT. APT will compile the forms and forward them to the Substitute Coordinator for the District.
- f. In order to donate to the SLB, a teacher must have in reserve at least 20 sick leave days.
- g. Donation of days to the SLB is voluntary and irrevocable.
- h. The bank may distribute a maximum of 75 days per year.

C. Discretionary Leave

Every teacher shall receive two (2) days per year to be used at the teacher's discretion. If unused, only 1 (one) day shall roll over to the teacher's sick leave account. (Effective 2004-05 school year.)

D. Bereavement Leave

Every teacher 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.

E. Jury Leave and Subpoena for Court Order

A teacher shall be entitled to as many days paid leave as are necessary for jury duty or court appearance under subpoena. If the teacher receives juror's fees while on leave under this paragraph, such fees shall be remitted to the District.

F. Attendance at Conferences and Meetings

Attendance at a conference or meeting by a teacher requires approval by an administrator.

G. Association Leave

Association representatives shall have ten (10) days of paid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. The substitute teacher will be paid for by the Association in these instances. These representatives will be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.

H. School Period Absences

Absences of seventy-five (75) minutes or less during the school day, including lunch and preparation time, which do not involve the hiring of a substitute and which are approved in advance by the site administrator shall not be deducted from the employee's accrued sick leave.

I. Short Term Educational Leave

Up to five (5) days of paid leave is available under this section. The rate of pay will be equivalent to the difference between the applicant's daily rate of pay and that of the substitute teacher. In order to qualify for this short-term educational leave, a teacher must submit at least two weeks in advance a written application of the proposed leave to the Superintendent. The application must demonstrate how the leave will benefit the educational program of the District. Approval of this leave is at the sole discretion of the Superintendent.

J. Industrial Accident and Illness Leave

Education Code is supplemented as follows:

1. A teacher shall be entitled to ninety (90) days of industrial accident or illness leave per school year. A teacher who exhausts such leave shall be entitled to use sick leave benefits as provided in this Article. If the teacher continues to receive workers' compensation while on sick leave, the teacher 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 salary.

2. The total of the teacher's temporary disability indemnity and the salary due during absence shall equal the teacher's full salary.
3. A teacher shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the teacher and the teacher's physician agree that there has been such a recovery.
4. 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.
5. The Board's report of an industrial accident or illness shall be kept on file in the Business Office.

K. Legislative Leave

A teacher who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms in office.

1. The teacher on such leave shall notify the Board of the date of the intended return at least twelve (12) weeks in advance.
2. The teacher on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded in this contract.

L. Sabbatical Leave

Sections 44966 and 44967 of the Education Code are incorporated into this Agreement. A teacher who has taught in the District for seven consecutive years may be granted sabbatical leave so long as the purpose of such leave is to pursue a program of study, research or travel which shall be a 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.

1. The District shall pay a teacher who is on a semester sabbatical leave his/her full salary for such period. The District shall pay a teacher who is on a full year leave fifty (50) percent of his/her full salary.
2. A teacher on sabbatical leave shall receive wages and fringe benefits including but not limited to insurance and retirement benefits.
3. A teacher returning from sabbatical leave shall be entitled to request any assignment for which he/she is credentialed.
4. Upon return, the teacher must serve twice the period of sabbatical leave in the District (Ed Code 44966, et. seq.).

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5. A teacher on sabbatical leave shall receive credit for annual salary increments (steps and/or columns) provided during the leave.
6. The District and a teacher who is to go on sabbatical leave shall develop a payment schedule which is acceptable to such teacher at least thirty (30) days before the Sabbatical leave is scheduled to commence.

M. Maternity Leave

Any certificated employee who is absent due to pregnancy, miscarriage, and/or birth of a child shall be provided a leave of absence from duty when such a leave is requested by the employee.

1. The total amount of maternity leave is ten (10) work weeks.
2. An employee 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.
3. Accrued sick leave may be used for these 10 weeks.
4. Once accrued sick leave is exhausted, differential pay may be used for the remainder of the 10 weeks.
5. If the employee's physician deems additional absence to be required, the employee may continue to use accrued sick leave, or differential pay if necessary.

N. Primary Caregiver for Adoption

Any certificated employee who is absent due to the adoption of a child and is the primary caregiver shall be provided a leave of absence from duty when such leave is requested by the employee.

1. The total amount of the adoptive parent leave is a total of eight (8) weeks.
2. An employee may request up to 4 weeks before the due date, and up to 8 weeks after the birth, not to exceed a total of eight (8) weeks.
3. Accrued sick leave may be used for these 8 weeks.
4. Once accrued sick leave is exhausted, differential pay may be used for the remainder of the 8 weeks.

O. Domestic Partner/Paternity Leave

Any certificated employee who is absent immediately following the birth or adoption of a child shall be provided with the following:

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1. The employee may use up to a total of 20 of his/her sick/personal days to assist with the new-born/adopted child.
2. This leave must begin within one month's time of the birth/adoption.

P. Child Rearing Leave

Upon request, the Board shall provide a male or female teacher who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her infant unless the teacher has had two consecutive full-time years of long-term leave immediately preceding the child rearing leave. 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.

1. A teacher 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, when possible.
2. A teacher returning from child rearing leave shall be entitled to request any assignment for which he/she is credentialed.
3. A teacher on child rearing leave shall have the option of paying for benefits accorded to full-time teachers.
4. A teacher wishing to extend child rearing leave must request the extension by the end of the quarter preceding the completion of the leave.

Q. 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.

R. Full Time Long-Term Leave

The Board may grant an unpaid leave of absence to a tenured teacher for approved reasons including but not limited to health, study or travel. Such leaves shall be for an entire semester or school year not to exceed two consecutive years.

1. A teacher shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commencement.
2. A teacher returning from long-term leave shall be entitled to request any assignment for which he/she is credentialed.

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3. A teacher on long-term leave shall have the option of paying for benefits accorded to full-time teachers.
4. An employee will be expected to return to service on the first workday following the completion of the leave term. An employee seeking an extension of a full-time long term leave must apply no later than February 15. The Human Resources Director will inform the teacher of the decision by March 15.

Full-time leaves shall be for an entire semester or school year not to exceed two consecutive years.

5. Teachers returning from leave shall indicate their intent to return on the form referred to in Article V – Assignment – Section A. This form is due to the District by February 15<sup>th</sup>.

S. Miscellaneous

1. Paid leave of absence means that a teacher shall be entitled to:
  - a. Receive wages and all fringe benefits including but not limited to insurance and retirement benefits.
  - b. Request any assignment for which he/she is credentialed.
  - c. Receive credit for annual salary increments provided during the leave.
2. Unpaid leave of absence means that a teacher shall be on leave without pay and shall have the option of paying for benefits accorded full-time teachers.
3. Immediate family means employee's spouse/partner and employee's and spouse/partner's:
  - Parents
  - Children and their spouses/partners
  - Grandparents
  - Siblings and their spouses/partners
  - Grandchildren

And any person living in the immediate household of the employee. Exceptions may be considered.

## ARTICLE XII – MISCELLANEOUS PROVISIONS

As soon as practicable, but not to exceed sixty (60) calendar days after ratification of this Agreement by both parties herein, the District will produce an updated version of the negotiated agreement. Costs shall be equally shared by the District and the Association.

Each school shall prepare an updated school procedures handbook annually. There shall be teacher involvement in its preparation prior to publication. A copy of the procedures manual shall be distributed to each teacher at the school, as soon as practicable, but not to exceed sixty (60) calendar days after the beginning of the first week of the school year.

A teacher's notification that he/she intends to resign shall remain revocable for three (3) calendar days after receipt by the Superintendent.

The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing his/her assigned functions during the workday.

Any mechanical or electronic device presently or subsequently installed in teacher facilities shall be for the sole purpose of school communication.

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### ARTICLE XIII - PRE-RETIREMENT REDUCED WORKLOAD EMPLOYMENT OPTION

A unit member who has made the decision to retire is eligible for the following Pre-retirement employment option subject to the conditions as set forth below:

- A. The Superintendent shall be responsible for developing administrative procedures, eligibility requirements and contractual arrangements.
- B. Employees shall have reached the age of fifty-five (55) years prior to reduction in work assignment, and the period of such reduction in work assignment shall not extend beyond the end of the school year during which the employee reaches his/her 70<sup>th</sup> birthday.
- C. Any employee may participate in this program beginning at age 59 for a period of up to three (3) years. Employees between the ages of 55 and 58 may elect this option for three (3) years or longer if needed to reach the age of 62. Employees participating in this program shall fulfill all obligations within their reduced workload contracts.
- D. Employees shall have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment under contract in District. Unit members must be at or above Column D, Step 12 of the current salary schedule.
- E. A unit member who opts for reduced work assignments shall be considered a full-time employee for such purposes as reassignment and transfer, continuation of such assignment, seniority and advance on the salary schedule.
- F. Request for participation shall be at the option of the unit member.
- G. Once a unit member has elected to be on a part-time status, such unit member cannot return to full-time employment status, except by mutual agreement by the District and the employee.
- H. The minimum reduced work assignment shall be the equivalent of one-half (1/2) of the number of days of service required for a full-time employee.
- I. Both the District and the unit member shall contribute to the Teachers' Retirement Fund the amount that is required for the STRS reduced workload program.



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- J. The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- K. The employee shall receive health and welfare benefits as provided in this Contract Agreement in the same manner as a full-time employee.
- L. Any employee wishing to participate in the above program shall notify the District by February 15 of the year prior to the first year of participation.
- M. Employees who wish to retire prior to the end of their individual Reduced Workload Contract shall notify the District by February 15 of the year in which they plan to retire.
- N. Should applicable provision of law relative to early retirement/pre-retirement options be changed during the term of this agreement, the parties agree to modify the contract in accordance with such change.

## 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 that benefit (medical/dental/vision) during their final year of service.

3. Early Notification Supplement  
Employees must notify the District in writing of their retirement by February 15 of the school year.

Employees hired prior to July 1, 2001 and retiring after completing 10 years or more of service to PUSD 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 the Early Notification Supplement.

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.

- 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 XVI – BENEFITS

- A. Effective 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.

## ARTICLE XVII – SALARIES

- A. **Salary Increase**  
Effective July 1, 2008, all of the 2008-2009 salary schedules shall be increased by a minimum of 2% over the 2007-2008 salary schedules as set forth in Appendix A. This Appendix reflects three staff development days and a 2% increase.
- B. Teachers shall receive their salary payments in equal monthly payments based on the number of calendar months members work during each academic year. Upon request, teachers may receive salary payments in twelve (12) monthly payments (collecting deferred pay warrants on the last day of the last working calendar month in the academic year). Any such requests must be submitted to the Business Office no later than the end of the first week of school.
- C. The District and APT will direct their negotiators to use the Standards and Criteria Review Committee Report as a tool for providing competitive compensation for teachers with the goal of maintaining the top position among non-basic aid, unified school districts as identified by the Standards and Criteria Committee.
- D. The salary accorded to a part-time or shared contract teacher shall be a portion of that salary which he/she would have earned as a full-time teacher according to the ratio that his/her service bears to full-time service (see Articles VII and VIII).
- E. Extracurricular duties which are subject to compensation shall be voluntary. Extracurricular duties subject to compensation are enumerated in co-curricular stipend schedule, as are the rates thereof.
- F. Each supervisory teacher may be provided with paid release time for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university. If a stipend is paid to the District as a result, it shall be paid to the participating teacher.
- G. A personnel transaction for each teacher receiving extra compensation shall be filed with the Personnel Office by the Site Principal.
- H. The Board shall provide each teacher with an annual written statement of:
1. Number of units
  2. Number of years
  3. Step and column placement
- Such statement shall be provided in September of each school year.
- I. Those teachers new to the District, starting employment in the school year 1993-94 and thereafter, will be placed no higher than Step 10 of the salary schedule. Placement will depend on their prior experience.
- J. Teachers agreeing to substitute in a classroom during a preparation period shall be paid based on Column E Step 10 daily rate divided by 7.5 hours.

## ARTICLE XVIII – SAFETY CONDITIONS

- A. Safe conditions shall be maintained daily in all classrooms; hazardous conditions shall be remedied promptly.
- B. Teachers shall not be required to work under conditions that endanger their health or safety.
- C. Laboratory coats and goggles will be furnished to teachers of science and shop on request when needed for maintaining safe conditions.
- D. A teacher may exclude from the classroom for the period in which he/she is teaching and/or a day following any student who presents a verbal or physical threat to the teacher, students or property. The building Principal or his/her designee shall be notified immediately that such action has been taken. A student so excluded may not return until the teacher and Principal agree that the conditions which prompted the exclusion no longer exist.
- E. If a teacher's personal safety is jeopardized in the performance of his/her duty, reasonable restraint may be exercised in self-defense. Any complaint arising out of use of such restraint shall result in an administrative investigation. No action shall be taken against the teacher unless and until the administration determines that such investigation warrants it.
- F. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent.

ARTICLE XIX - EMPLOYEE EVALUATION

*This program is a work in progress. This article will be an automatic opener for negotiations for 5 years.*

A. Goals

1. The goals of the evaluation process are the following:
  - To acknowledge and support the wide-ranging practice and experience of all Piedmont certificated employees.
  - To provide a clear structure, using the *California/Piedmont Standards for the Teaching Profession*, for delineating specific areas of teacher growth and student learning.
  - To allow for varied systems that recognize the multitude of professional assignments covered under the APT contract, e.g. counselors, teacher-librarians, psychologists, learning specialists, etc..
  - To encourage collaboration and innovation.
  - To foster authentic professional dialogue among participants.

B. Timeline:

1. The timeline for evaluation is consistent with Ed Code 44664.

Notification of evaluation process	By September 15
<ul style="list-style-type: none"> <li>• Teacher completes self-assessment</li> <li>• Teacher/Administrator identify Classroom Visitation or Action Research Model</li> <li>• Teacher/Administrator set goals for the year</li> </ul>	By October 15
<ul style="list-style-type: none"> <li>• Teacher/Administrator meet for pre-observation conference(s)</li> <li>• Administrator observes in the classroom</li> <li>• Teacher/Administrator meet for post-observation conference(s) and develop improvement plan, if needed.</li> <li>• Teacher/Administrator reflect upon student assessment data</li> <li>• Teacher observes peer(s) and reflects on observation.</li> </ul>	October-April
<ul style="list-style-type: none"> <li>• Notification of possible <i>Unsatisfactory</i> rating.</li> </ul>	End of first semester
<ul style="list-style-type: none"> <li>• Notification of <i>Teachers Engaged in Active Mentoring</i> (TEAM) support program referral</li> <li>• Notification of possible <i>Developing</i> rating.</li> </ul>	March 31



<ul style="list-style-type: none"> <li>Teacher solicits student feedback/ Reflects upon student feedback</li> <li>Teacher solicits parent feedback/ Reflects upon parent feedback.</li> </ul>	<p>Mid-Year/End of Year</p> <p>Mid-Year</p>
<ul style="list-style-type: none"> <li>Administrator completes and gives final evaluation form to the teacher</li> </ul>	30 calendar days prior to last day of school
<ul style="list-style-type: none"> <li>Teacher/Administrator complete final evaluation conference</li> </ul>	Prior to last day of school

C. Evaluation Process/Procedures -

- Evaluation is a continuing process including, but not limited to, the formal process outlined in this contract. It is the responsibility of the District to evaluate and assess employee competency as it reasonably relates to the California/Piedmont Standards for the Teaching Profession, the Education Code, the contract, the teacher's job description, and Board policy. The evaluation shall include a goal setting process and be based on the following four point rubric.

**Four Point Rubric for Each Standard Evaluated**

<b>Unsatisfactory/ Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/ Proficient</b>	<b>Highly Effective/ Innovating</b>
<p>Performance is clearly unacceptable, does not meet standards, and needs to be improved immediately.</p> <p>Re-evaluation and professional support plan are required</p>	<p>Teachers are not expected to remain at this level; performance has deficiencies which must be addressed.</p> <p>A professional support plan will be implemented to meet standards (if indicated above).</p>	<p>Describes solid, expected professional performance which meets or exceeds standards.</p> <p>Areas for growth will be identified.</p>	<p>This level is reserved for truly outstanding teaching that meets very demanding criteria and exceeds standards. Includes teacher leadership at the school or district level.</p> <p>Areas for growth will be identified.</p>

- Piedmont Unified School District offers two models for evaluation: classroom visitation and action research. While all teachers may choose the classroom visitation model, the action research model (available only to teachers with Permanent Status or whose prior three evaluations have been Satisfactory and/or Effective/Proficient or higher in all observed Standards of the California/Piedmont Standards for the Teaching Profession) must be mutually agreed upon by the certificated employee and the evaluator.

3. Teachers hired after October 15 shall meet with their evaluator within two weeks to initiate the Evaluation Process.
4. Evaluation and assessment of the performance of each teacher shall be made on a continuing basis, every year for non-tenured teachers and at least every other year for tenured teachers with permanent status or at least every five years for tenured teachers with permanent status and ten years of experience in the district, in accordance with Education Code.
5. The five year plan is an option for tenured teachers who have been employed by the district for at least ten years, who meet the Federal definition of Highly-Qualified, and whose prior two evaluations have been Satisfactory and/or Effective/Proficient or higher in all observed Standards of the California/ Piedmont Standards for the Teaching Profession.
  - a. If these criteria have been met, the teacher and evaluator may mutually agree that the teacher will be evaluated only once every five years using the Classroom Visitation Model. The re-evaluation will occur in the fifth year after the previous evaluation (i.e., a teacher evaluated in 2011-12 will be re-evaluated in 2016-17).
  - b. Agreement to follow the Five-Year plan must be made at the conclusion of the evaluation before the five-year period begins (i.e., in the example above, the Five-Year plan must be agreed to at the conclusion of the 2011-2012 evaluation).
  - c. During the five year period the supervising evaluator may notify the teacher, in writing, by July 1 of specific circumstances which will result in a change in the evaluation timeline effective the following school year.

D. Components Required of both models:

1. All teachers will self-assess on the California/Piedmont Standards for the Teaching Profession on the *Continuum of Teaching Practice*. (Appendix)
2. All teachers will complete the *Student Data Reflection Form*. (Appendix)
3. With the evaluator, the teacher will select goals from two C/PSTP's, in addition to Standard 5, Assessing for Student Learning, to address during the school year, with observation(s) and conferencing to follow.
4. Reflections on collected student and parent feedback, and administrator feedback will be incorporated.
5. Reflections on student growth and achievement will be incorporated.
6. The observation of one peer (minimum) will be incorporated.

7. Collaboration (e.g., Common Assessments, Cross-Curricular Projects) will be incorporated.
  8. Evaluator formal and/or informal observation(s) will be incorporated.
  9. Evaluator and teacher will mutually decide on the type and scope of evidence used to show that goals have been adequately addressed. Evidence may include: Sample lesson/unit plans, Student work/ projects, Class rules and procedures, Discipline records, Professional Learning Communities, Membership in professional organizations, Formal and informal mentoring, Participation on committees, Technology used, Use of student learning teams, Materials to promote critical thinking and problem solving, Collaborative lesson planning, Video tapes of lessons/students performances, Audiotapes of lessons/student performances, Photographs, Use of professional literature to inform instruction, Writing professional articles, Data/feedback collected by teacher, Data/feedback collected by coach/administrator, Artifacts from professional conference, workshops, and reading, Records of student progress (grade book, charts, graphs, tables) on curricular goals, Feedback from partner/team members, Record of parent communication
- E. Classroom Visitation Model is a method of supervision that enables a staff member to work with administrators/evaluator to examine, to refine and to enhance professional growth and student learning through classroom observations and conferencing.
1. All teachers may choose this model.
  2. To the extent possible, work performed for the *Beginning Teacher Support and Assessment* (BTSA) program (including forms) will fulfill the requirements of evaluation under the Classroom Visitation Model. The evaluator shall keep the BTSA mentor apprised of the teacher's progress throughout the evaluation process.
  3. Teachers new to Piedmont who do not qualify for BTSA will also participate in the Classroom Visitation Model.
  4. The structure for the Classroom Visitation Model will be as follows:
    - a. The classroom visitation model is a method of supervision that enables a teacher to work with an evaluator to examine, to refine, and to enhance teaching and learning through classroom observations and conferencing.
    - b. Observations will be grouped in clusters (units, topic, goals, etc.), usually three class meetings in a row, unless the evaluator and teacher mutually agree that another approach is more appropriate.
    - c. There will be a minimum of three formal observations.

- F. Action Research Model is a method of supervision that enables a staff member to confirm competence and document professional growth and student achievement in a selected focus area either individually or collaboratively.
1. The Action Research Model must be mutually agreed upon by teacher and evaluator.
  2. The California/Piedmont Standards for the Teaching Profession will serve as a framework for teacher focus.
  3. The structure for the Action Research Model will be as follows:
    - a. Goals:
      - i. Explore in depth new ideas/interests in order to refine teaching skills and promote professional growth and student achievement;
      - ii. Document professional growth and student achievement in selected C/PSTP goal areas by providing a systematic and organized collection of evidence as mutually agreed to by the evaluator and teacher.
    - b. The Action Research Model offers three options of participation:
      - i. Teacher, evaluator
      - ii. Teacher, evaluator, and selected colleagues
      - iii. Group of teachers evaluated by an evaluator on collaborative work related to teaching and learning.
    - c. Examples of possible focus areas for Action Research:
      - i. Student work/ projects
      - ii. National Board Certification
      - iii. Instructional Strategies
      - iv. Developing Standards Based Curriculum
      - v. Assessments
      - vi. Project-Based Learning
      - vii. Calibrating Assessments
      - viii. Case Study of Student(s)

G. Goal Setting Process

1. Goal Setting Conference:

a. Prior to the Goal Setting Conference the teacher will:

- i. Complete the Self-Assessment on the Continuum of Teaching Practice (Appendix). (Self-Assessment is not turned in to evaluator.)
- ii. Complete the *Student Data Reflection Form* (Appendix) if adequate data is available (i.e., teacher librarians, resource specialists, counselors, etc., may not have data).
- iii. Review identified areas for continuing growth from previous evaluation.

b. At the goal setting conference, the evaluator and teacher shall:

- i. Discuss the teacher's reflection on *Self-assessment on the Continuum of Teaching Practice* (Appendix).
- ii. Discuss how the teacher will use results from the *Student Data Reflection Form* (Appendix).
- iii. Discuss identified areas for continuing growth from previous evaluation.
- iv. With the evaluator, the teacher will identify two C/PSTP's, in addition to Standard 5, to be the focus of the evaluation.
- v. The teacher and evaluator will fill out the *Goal Setting Conference Agreement Form* (Appendix).
- vi. The teacher and evaluator will agree upon the model for evaluation (Visitation or Action Research).
- vii. Every effort should be made to reach agreement on goals and model for evaluation, but In the event that the teacher and evaluator cannot agree upon goals and/or the model to follow, the evaluator shall have the final responsibility for choosing the goals and/or model.

H. Observations

1. The goal of an observation is to examine, to refine, and to enhance professional growth and student learning.
2. Formal Observations:

- a. Pre-observation conference
  - i. Using the *Pre Conference Conversation Questions* (Appendix) as a guide, the teacher and evaluator will discuss and outline a plan for the observation period, including dates and times for formal observations and the communication and timing of feedback. The *Pre Conference Conversation Questions* are meant as suggestions for guiding the conversation; they are not a required list, and written responses are not expected.
- b. Observations
  - i. There will be a minimum of 3 formal observations for the Classroom Visitation Model, Formal observations shall be scheduled at a mutually agreed-upon time, and shall be no less than one half-hour to ensure full understanding of the lesson's objectives.
  - ii. There will be at least 1 formal observation for the Action Research Model. When possible, the action research work will be the focus of the observation.
  - iii. For either model, there may also be unscheduled informal observations with flexible parameters and feedback. At the start of an unscheduled observation, the evaluator will make his or her presence in the classroom known to the teacher.
  - iv. If, during the observation period, the evaluator identifies a need for immediate improvement in an area that was not identified during the goal-setting process, an addendum to the *Goal Setting Conference Agreement Form* may be developed. An improvement plan will be developed, including specific means for assessing improvement (e.g., an additional formal observation).
- c. Post-Observation Conference
  - i. If the evaluator is observing the teacher in a cluster (usually three class meetings in a row), the evaluator shall meet with the teacher within one week of the last cluster observation.
  - ii. If the evaluator is observing the teacher over an extended period, the evaluator shall meet with the teacher within one week of each observation.
  - iii. Using the *Post Conference Conversation Questions* (Appendix) as a guide, the teacher and evaluator will discuss and reflect upon the observations. The *Post Conference Conversation Questions* are meant as suggestions for guiding the conversation; they are not a required list, and written responses are not expected.

- iv. Based on the observations, the evaluator will identify areas of strength and areas of needed improvement. If areas of immediately-needed improvement are identified, an additional formal observation will be scheduled to assess improvement.

3. Informal Observations

- a. The goal of an informal observation is to obtain a candid, unscripted (and possibly brief) snapshot of the teacher's practice.
- b. An informal observation is any observation that does not require a pre- and post- observation conference, though brief feedback will be provided either in writing or orally.
- c. Informal observations may be either scheduled or unscheduled.

I. Self Reflection

1. Peer Observation Reflections

- a. Teachers will engage in a minimum of one peer observation. Depending on the evaluation goals, multiple peer observations may be appropriate. As funding permits, and with the prior approval of an administrator, a substitute to allow the teacher to observe a particular colleague may be paid for by the district.
- b. The *Peer Observation Form* (Appendix) is meant as a guide for reflection on what the teacher might bring to his or her own teaching as a result of observing the peer. This reflection may be part of the discussion at the Final Evaluation Conference.

J. Student Feedback Reflections

- 1. Teacher will administer the Student Survey (Appendix) to all classes (for classroom teachers) or a reasonable sample of students (for specialists).
  - a. Teacher will read and reflect on completed Student Surveys. The completed surveys are not shared directly with the administrator.
  - b. Teacher will fill out the Student Survey Teacher Reflection Form
  - c. (Appendix) and share it with the evaluator, who will provide "Administrator Response" as appropriate on the form. This reflection may be part of the discussion at the Final Evaluation Conference.

K. Parent Feedback Reflections

- a. Teacher will make the Parent Survey available to parents (as agreed upon by the teacher and evaluator).
- b. Teacher will read and reflect on Parent Surveys. The completed surveys are not shared directly with the administrator.
- c. Teacher will fill out the Parent Survey Reflection Form (Appendix) and share it with the evaluator, who will provide the "Administrator Response" as appropriate on the form. This reflection may be part of the discussion at the Final Evaluation Conference.

L. Final Evaluation

1. Summary Written Evaluation

- a. A final written evaluation based upon the California/Piedmont Standards for the Teaching Profession (using the PUSD Final Evaluation Form, Appendix) shall be given to the teacher not later than thirty (30) days before the last school day scheduled on the school calendar and adopted by the Governing Board. The teacher shall have the right to initiate a written response to the evaluation, which shall become a permanent attachment to the teacher's personnel file.

2. Summary Conference

- a. A final evaluation conference between the evaluator and the teacher shall be held before the last school day scheduled on the school calendar.

3. Evaluation Ratings

- a. At the conclusion of the evaluation process the evaluator shall give a rating of Highly Effective/Innovating, Effective/Proficient, Developing/Professional Support Needed, or Unsatisfactory/Does Not Meet Standard in Standard 5 (Assessment) and each of the two other Standards agreed upon during the Goal Setting Conference. The evaluator may also give ratings in the remaining three Standards, with supporting evidence. In addition, the evaluator will indicate potential direction/focus for subsequent evaluation (see Evaluation Form, Appendix).
- b. A teacher who receives an Unsatisfactory rating in any standard shall be re-evaluated annually until he/she achieves a Effective /Proficient rating or is separated from the District pursuant to Education Code and shall enter the Teachers Engaged in Active Mentoring (TEAM) support program.
- c. A teacher who receives a Developing rating in any two (2) out of the three standards agreed upon in the goal-setting process shall be re-evaluated for the next year and may be entered into the Teachers Engaged



in Active Mentoring (TEAM) support program. A teacher who receives a Developing rating in any three (3) of the standards shall be re-evaluated for the next year and may be entered into the Teachers Engaged in Active Mentoring (TEAM) support program.

- d. Teachers referred to the TEAM support program will work with their evaluator and the TEAM Coach to develop and follow a support plan for improvement (TEAM Support Plan, Appendix).

M. General Agreements

1. Evaluation shall be based on the evaluator's appraisal of a teacher in Standard 5 (Assessment) of The California/Piedmont Standards for the Teaching Profession, each of the two other Standards agreed upon during the Goal Setting Conference, and, as appropriate, the evaluator's appraisal of a teacher in the remaining three Standards. The evaluator's appraisal of a teacher includes classroom observation and teacher reflections (on student and parent surveys, student data, self-assessment, and peer observation) and may also include other information provided by the teacher or signed, written commendations or complaints that have been shared with the teacher in a timely manner, prior to receiving the summary written evaluation. Hearsay statements shall be excluded from written evaluations.
2. The evaluation and assessment of certificated employee competence shall not include the use of publisher's norms established by standardized tests.
3. During the evaluation period, if a teacher is performing his/her duties in an unsatisfactory manner according to the California/Piedmont Standards for the Teaching Profession, the evaluator shall notify the teacher in writing of such fact (according to the deadlines below) and describe such unsatisfactory performance. The evaluator shall thereafter confer with the teacher, making specific recommendations as to areas of improvement in the teacher's performance and endeavor to assist the teacher in such performance. These recommendations shall include a means of assessing the teacher's improvement.
4. A written preliminary evaluation must be submitted by the end of first semester to any tenured teacher in danger of receiving an Unsatisfactory rating. A temporary or probationary teacher in danger of receiving an Unsatisfactory rating must be notified in writing, including a description of the unsatisfactory aspect of the teacher's performance, as soon as the potential Unsatisfactory rating becomes apparent to the evaluator.
5. As soon as a potential Developing rating becomes apparent to an evaluator, the evaluator will notify the teacher in writing, and the teacher and evaluator will determine steps for improvement. If a teacher is likely to be referred to the Teachers Engaged in Active Mentoring (TEAM) support program, the evaluator shall inform the teacher in writing no later than March 31.

6. When any tenured teacher receives an Unsatisfactory rating, he/she shall be evaluated annually until he/she achieves a Effective / Proficient rating or is separated from the District pursuant to Education Code.
7. The prime evaluator is the administrator to whom the teacher is directly responsible.
8. The following deadlines will be observed:
  - a. **September 15** - Date by which teachers to be evaluated will be notified
  - b. **October 15** - Date by which goal setting conference will be held
  - c. **End of first semester** - Latest date by which written warning of potential Unsatisfactory rating in any Standard will be given to teacher.
  - d. **March 31** - Date by which written warning of notification of TEAM referral will be given to teacher. Latest date by which written advisory of potential Developing rating in any Standard will be given to teacher.
  - e. **May 15** - Date by which teacher will be notified of dismissal
  - f. **30 days before last day on school calendar** - Date by which teachers being evaluated are given written evaluation
  - g. **Prior to last school day** - Conference between evaluator and teacher to discuss evaluation
9. Other administrators may provide input for elementary resource teachers and categorical teachers not permanently assigned to one school and for Special Education teachers.
  - a. Special Education teachers include Resource Specialists, teachers of Designated Instructional Services, and Special Day Class teachers.
  - b. Categorically funded teachers include those teachers funded by special grants or projects.
  - c. Elementary Resource Teachers include Reading Resource/ESL teachers, physical education teachers, music teachers and librarians.
10. Teachers who work at multiple sites may choose their evaluator from among the administrators of the schools in which they teach. The chosen evaluator shall confer with the other administrator(s) to receive input on the teacher's performance during the observation period.
11. All teachers may choose an evaluation by a mutually agreed upon team composed of administrators and the prime evaluator prior to the goal setting conference.

N. Personnel File and Records

1. A teacher's personnel file consists of site and District records relating to employment, assignment, amounts and dates of service rendered, evaluation, performance termination or dismissal of a teacher in any position, sick leave records, rate of compensation, salaries or wages paid, deductions or withholdings made and the person or agency to whom such amounts were paid.
2. A teacher shall have the right to review the contents of all records accumulated in his/her file after initial employment and have a representative of the Association accompany that person in such a review. Selected copies may be obtained at the teacher's expense by either the teacher or the designated representative with written permission from the teacher.
3. Information of a derogatory nature shall not be entered or filed unless and until the teacher is given notice and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such a review shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary reduction.
4. If a teacher believes the material to be placed in his/her file is inappropriate or in error, the teacher may file a grievance.
5. If the teacher grieves the derogatory document within (30) calendar days of notification as specified by the grievance procedure, the documentation is classified as a non-permanent part of the personnel file for the duration of the grievance. Such grieved material may be corrected or expunged if the grievance results in cause being shown that the material was inappropriate or in error. If the results of the grievance sustain the document, or if it is not grieved within the thirty (30) calendar days time period, the document becomes a permanent part of the personnel file.

O. Procedures for Dealing with Public Charges

1. Any signed, written complaint about a teacher submitted by a citizen or parent shall be reported in writing to the teacher by the administrator within three (3) working days.
2. Should a teacher or administrator believe that a written or verbal complaint is sufficiently serious to warrant a meeting, the administrator shall schedule a meeting, if possible, with the complainant and the teacher. An Association representative may be present at said meeting if so requested by the teacher.
  - a. If a meeting is held and the allegations are resolved, the matter shall be dropped and no record shall be placed in the teacher's personnel file. If the matter is not resolved at the meeting to the satisfaction of the complainant, and the initial complainant was verbal, he/she may put the complaint in writing, with copies to the immediate supervisor. The teacher shall be given

the right to initial and date the written complaint and to prepare a written response to said complaint. If no written complaint is received, and/or no formal action is taken within thirty (30) calendar days, the matter shall be dropped. Any formal action will be documented in writing.

- b. If in the judgment of the administrator, the complaint is of sufficient seriousness and significant evidence exists to support the complaint, the written complaint, the teacher's response and a record of the formal action taken shall be placed in the teacher's personnel file. If the teacher challenges the truth of the allegations contained in the complaint, he/ she may file a grievance on that basis. A finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint and all related documents. The failure by the teacher to file a grievance shall not be construed as an admission by the teacher that the allegations in the complaint are true.
- c. Anonymous complaints shall not be acted upon unless there is a legal requirement to do so. The procedures enumerated in O.1 and O.2 above shall not be applied to anonymous complaint.

P. Appendix:

- 1. 4-Point Rubric
- 2. Components of Teacher Evaluation
- 3. Goal-Setting Conference Agreement
- 4. Piedmont/California Standards for the Teaching Profession (P/CSTP)
- 5. P/CSTP Self Assessment - Continuum of Teaching Practice
- 6. Model School Library Standards Self Assessment
- 7. Site Technology Coordinator Standards
- 8. Guideline Questions for the Pre-Conference Conversation
- 9. Guideline Questions for the Post-Conference Conversation
- 10. Peer Observation
- 11. Various Student Surveys
- 12. Certificated Reflection on Student Surveys
- 13. Various Parent Surveys
- 14. Certificated Reflection on Parent/Guardian Surveys
- 15. Student Data Reflection Process
- 16. Student Data Reflection Form
- 17. Certificated Teacher Evaluation Report
- 18. Teachers Engaged in Active Mentoring (TEAM) Support Plan

## ARTICLE XX – GRIEVANCE PROCEDURE

### Definitions

A “grievance” is a claim by an employee covered by this Agreement that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. Grievance procedures are not applicable to the contents of an employee evaluation, as described in Article XIX – Employee Evaluations.

Any officer of the Association may file a grievance upon request of an employee of the bargaining unit.

There shall be no reprisals or discrimination against any employee who elects to use this grievance procedure.

### Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged violations, misinterpretations or misapplications of a provision of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement.
3. The time limits specified at each grievance level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in harm to an aggrieved person, the time limits set forth herein should, if possible, be reduced so that the procedure may be exhausted prior to the end of the school year.

### Procedure

#### A. Level One

- a. An aggrieved person will first discuss the grievance with the appropriate Principal or immediate supervisor with the objective of resolving the matter informally.

2. If the matter is not resolved at this level, a formal grievance may be filed within ten (10) working days of the informal presentation of the grievance. The grievant shall forward a copy of the written grievance to the grievant's Principal and/or immediate supervisor if applicable. The written grievance shall be a clear, concise statement of the grievance. The following information shall be included:
  - a. A description of the general and specific grounds of the grievance, including the specific Article and Section of this Agreement that is alleged to have been violated, misinterpreted or misapplied.
  - b. All persons involved in the grievance shall be named, including a statement of times, places and events.
  - c. A listing of the specific actions which the grievant believes would best remedy the grievance.
3. Ten (10) working days after the receipt of the written grievance, a written response shall be made available to the grievant by the Principal. Two (2) copies of the response shall be sent to a designated APT representative, and one (1) to the Superintendent. By mutual agreement, the grievant and the Principal may have an additional meeting, and by mutual agreement, the time limit for the response from the Principal may be extended.

B. Level Two

In the event the decision of the Principal is not satisfactory to the certificated employee, the grievant may appeal in writing to the Superintendent. Such appeal shall be made within ten (10) working days of receipt of the written decision of the principal. This appeal should include a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee will, if necessary, confer with the parties involved. Either party may request such a conference, which shall be conducted within ten (10) working days after receipt of the appeal.

C. Level Three

1. If the grievant is not satisfied with the disposition of the grievance made by the superintendent, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
2. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, be assigned to assist the parties in the resolution of the grievance.
3. The mediator, within ten (10) working days of the request shall meet with the grievant, the Association, and the Employer for the purpose of resolving the grievance.

4. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the Employer. This agreement shall be non-precedential and shall constitute a settlement of the grievance. This must be accomplished within ten (10) working days of the last meeting with the mediator.

D. Level Four

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) working days after he/she has met with the mediator, he/she or his/her designee may, within ten (10) working days after a decision by the mediator, request in writing that the Association submit his/her grievance to binding arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.
2. In the event that the Association chooses not to submit the grievance to binding arbitration, the grievant shall be notified in writing with fifteen (15) working days after the receipt of the request.
3. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) *working* days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.
4. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall the arbitrator have power to alter, amend, add to or subtract from any of the terms of this Agreement.
5. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
6. This agreement to binding arbitration shall be for the resolution of grievances as defined in this contract only and shall in no way be construed to mean agreement to it in any other proceeding.

E. Miscellaneous

1. A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
3. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
4. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. The failure of a grievant to proceed from one step of the grievance procedure to the next within the time limits shall constitute a waiver of any future action concerning the particular grievance.
6. A grievance may be withdrawn at any level.
7. A grievance must be filed within thirty (30) working days after the alleged act or omission giving rise to the grievance, or after the grievant should have reasonably known of the act or omission. A failure to file a written grievance within the time line set forth herein shall be deemed a waiver of the grievance.



## 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.

## ARTICLE XXII – COMMITTEES

### A. Liaison Committee

1. The Superintendent, the Association President and Vice-President, an Association representative from each school, administrative representative(s), and a Board member shall be appointed to the Liaison Committee. The committee shall meet monthly.
2. The first meeting shall be scheduled prior to the last day of October. The agenda items must be submitted one week prior to the scheduled meetings to the Liaison Committee chairperson.
3. The chairperson of the Liaison Committee shall be the Vice-President of the Association. The chairperson's duties shall be to schedule meetings and to insure that the meetings are run in an orderly manner.
4. Meetings should be scheduled not later than 3:30 p.m. Any items not discussed completely may be discussed at additionally agreed upon, subsequent meetings. Subcommittees may be appointed to deal with specific topics. The aforementioned committee meetings shall be deemed to fulfill the District's responsibility to consult with the Association under the consultation provisions of SB 160.

### B. Co-Curricular Stipend Committee

1. The committee will consist of three (3) teachers and three (3) administrators, one from each level (elementary, middle school, high school). A teacher will chair the committee.
2. The committee will meet in alternate years beginning in fall 1990. The first meetings will be scheduled prior to the last day of October.
3. The committee will act as a fact-finding committee and provide information to the negotiating table regarding placement of existing positions and salaries at the appropriate level on the co-curricular stipend schedule.
4. The committee will compile and maintain a notebook listing existing positions on the schedule and describing job duties and hours.
5. The committee will develop and make available an application form to request an appropriate level of placement on the schedule. The form will require a rationale for placement on the schedule, including job description and hours.

C. Standards and Criteria Review Committee

An APT chairperson will convene a Standards and Criteria Review Committee in September of negotiating years to evaluate and update the information contained in the 1998-99 Standards Criteria Report. This committee shall consist of one (1) PUSD Board member, two (2) administrators, and three (3) APT members. Once the committee has convened, membership may be augmented by mutual agreement. The joint committee members must sign off on their final report and then present it to the negotiation team who will develop a timeline for distribution.

D. Calendar Committee

The calendars for the 2010-2011 and 2011-2012 school years shall be established by a joint calendar committee composed of members of the Association of Piedmont Teachers (APT) from each school site and representatives from the California School Employees Association (CSEA). In establishing the calendars, the joint committee is committed to receiving and reviewing input from parents, teachers, classified employees and administrators. The committee will give consideration to recommendations from these groups prior to recommending an instructional calendar to the association. The committee cannot change the number of state-required teaching days for students or the number of state-required work days for teachers.

The instructional calendars shall be mutually agreed upon and attached to this agreement.

Guidelines:

In establishing the calendars, the joint committee will look at strategically placing school holidays in locations that would help prevent the loss of Average Daily Attendance (ADA) for the district. Adherence to a number of calendar parameters defined by law is required. The joint committee will make sure that the instructional calendar:

- 1) Includes 185 teacher work days and 180 student instructional days
- 2) Accommodates academic and program needs to support student learning and growth at all grade levels (K-12)
- 3) Includes two teacher work days; the first shall be immediately prior to the beginning of the student school year, and the second work day will be the day immediately following the final day of student instruction
- 4) Has three mandatory staff development days occurring within the work year
- 5) Whenever possible has holidays coincide with those of the general public
- 6) Whenever possible collaboratively schedules parent/teacher conferences in order to accommodate parents with students at different school sites

- 7) Includes minimum days for Back to School Night, elementary Open House, the day before winter break, and the last day of student instruction
- 8) Has two semesters of approximately equal instructional time

It is understood that, should the California Legislature increase the number of mandated school holidays during the term of this agreement, the agreed-upon calendar(s) shall be adjusted so as not to decrease the number of work days.

The instructional calendar process shall be:

- 1) Calendar committee shall begin meeting no later than the second week of September of the year to develop a minimum of four calendar options for the subsequent two years.
- 2) Calendar options are presented to the bargaining teams for the district and association no later than the fourth week in October.
- 3) The bargaining teams for the district and the association will meet together to review and agree upon the calendar options to be presented to the association for a vote. Negotiators will keep in mind what is academically sound for our students, the ADA, number of days in each semester, state and federal holidays, staff development days required for teacher training, the number of student and teacher days mandated by the state, as well as recommendations from parents, CSEA and administrators.
- 4) The results of the negotiations will be presented to APT membership for voting no later than the second week in November. A minimum of four options will be presented for voting, one of which mirrors the current calendar.
- 5) There will be a second vote by APT members on two of the calendars if none receives greater than 50% of the vote.
- 6) Results of the second APT vote will be given to the negotiators no later than the first week in January.
- 7) The negotiators will put forth a calendar recommendation based on the results of the final APT calendar vote. The school board will receive the recommendation for 2008-2009 no later than December 2007's board meeting. The calendar for 2009-2010 will be presented to the school board by their first meeting in June 2008. In subsequent years, the board will receive the calendar recommendation from negotiators by their second meeting in January.

How to provide input:

Input from all interested parties will be collected and compiled during the month of March.

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- 1) Members of APT should submit their suggestions to their site representatives, the calendar committee members at their site, or the association president.
- 2) Members of CSEA should submit their suggestions to a member of the calendar committee or their association president.
- 3) Community members should submit their suggestions or proposals to the Parent Association Calendar Committee, the Piedmont Board of Education or the superintendant of the district.

## ARTICLE XXIII – EDUCATIONAL SUPPORT SERVICES

Differentiated instruction for students is recognized as part of the California Standards for the Teaching Profession. In order to address the needs of students who require extensive modifications or accommodations, administrators and case managers will meet to identify those students who may be eligible for specific support services. Whenever possible, case managers will confer with teachers regarding student eligibility. With administrative approval, planning for these services may include up to one hour of joint planning time per month for certificated staff at the professional hourly rate of pay or one hour of released time instead of the extra hour of pay.

## ARTICLE XXIV – ORGANIZATIONAL SECURITY

### A. Dues Deduction

1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
2. Any unit members who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
3. With respect to all sums deducted by the District pursuant to Section 1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

### B. Agency Fee

1. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit members shall, in lieu of agency fee, a sum equal to such agency fee to one of the following examples of non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- |  |  |
|--|--|
| a) National Multiple Sclerosis Society | k) Autism Research Institute               |
| b) Special Olympics                    | l) National Foundation for Cancer Research |
| c) Muscular Dystrophy Association      | m) American Red Cross Bay Area             |
| d) Planned Parenthood                  | n) American Heart Association              |
| e) Juvenile Diabetes Foundation        | o) United Negro College Fund               |
| f) UNICEF                              | p) Women's Sports Foundation               |
| g) March of Dimes                      | q) A First Place                           |
| h) Children's Defense Fund             | r) Cystic Fibrosis                         |
| i) National Children's Cancer Society  | s) NAACP Oakland Branch                    |
| j) Alameda County Food Bank            | t) San Francisco AIDS Foundation           |

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. If accepted, payment shall be made on or before the due date for cash dues/fess for each school year to one of the above charities.

2. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
  3. With respect to all sums deducted by the District whether for membership dues or agency fee, the District agrees to remit such money promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
  4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
- C. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- D. Upon appropriate written authorization from the teacher, the District will deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, insurance premiums, or charitable donations.



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## ARTICLE XXV – SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any teacher is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision. All other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the Board shall reinstate any benefit reduced or eliminated to the extent allowable under law.

The Association agrees that it will not attempt to negotiate with the Board any matters not specifically set forth as negotiable items in the Rodda Act for the duration of this contract.

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## ARTICLE XXVI – ZIPPER CLAUSE

The Association and Board agree that they have had a full and unrestricted right to make, advance and discuss all matters properly within the scope of meeting and negotiating, according to state law. The above and foregoing agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. The Association and the Board for the term of this Agreement, except by mutual consent, specifically waive the right to demand or to petition for changes herein, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.

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## ARTICLE XXVII – DISTRICT RIGHTS

The exercise of the powers, rights authority, duties and responsibilities by the District, the adopting of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

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### SIDE LETTER OF UNDERSTANDING - FRINGE BENEFITS

The Association of Piedmont Teachers and the District agree to establish a Fringe Benefit Committee. The Fringe Benefit Committee will be convened by APT. The committee will review existing benefits, and as appropriate make recommendations for change to the negotiating team.

The committee will include at least two current teachers and, if possible one retired teacher selected by the Association President; the Assistant Superintendent of Business Services; and the Benefits Manager. It is understood that the President of CSEA will select two representatives for this committee.

The committee shall address any interests and options generated by the negotiating team.

The Fringe Benefit Committee report is due annually in March.

### SIDE LETTER OF UNDERSTANDING - WORK DAYS - June 2006

In order to provide time and financial recognition for professional development, three non-student days were added to the work calendar for the 2001-02 school year for a total of 185 workdays.

The 2006-2007 work year begins August 21 as a professional development day. Two additional professional days will occur on Monday and Tuesday, November 20 and 21, 2006.

Please note teachers will receive their per diem rate for each of these three days and compensation will be calculated as part of their annual salary. Part-time teachers are encouraged to attend professional development activities for the full day. Part-time teachers who attend the full day will be compensated for the difference between a full per diem rate of pay and their part-time rate in a warrant to be issued January 31, 2007. These days will be supported by the state staff development buy-back program.

Because attendance must be submitted to the state for reimbursement, all employees will be required to sign in/out on these days. Those who do not sign in/out will be considered absent and must file an absence form.

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**SIDE LETTER OF UNDERSTANDING**  
**2008-2009 COMPENSATION PACKAGE - November 2007**

The 2008-2009 compensation package shall consist of a guaranteed minimum benefit of 2% salary increase. The District will pay the increased cost of dental and health premiums (at the Kaiser rate) to maintain the current level of coverage for the 2008-2009 school year.

The District shall continue single party dental benefits for retirees until Medicare eligibility age.

**SIDE LETTER OF UNDERSTANDING - CHANGES IN ADA - November 2007**

APT and the District agree to meet to discuss changes in ADA and to negotiate salary based on the enrollment information and any additional increases to the district's ongoing unrestricted base revenue limit.

**SIDE LETTER OF UNDERSTANDING – SEISMIC - June 2006**

Due to the Seismic Risk Reduction Program an Impact Bargaining Team will be convened by June 30, 2006. The team will be composed of district administration and APT members. Every effort will be made to make the representation equal and include staff members from the affected sites.

SIDE LETTER OF UNDERSTANDING – 2008-09

The Association of Piedmont Teachers and the Piedmont Unified School District hereby enter into this side letter agreeing to the following terms regarding compensation for all teachers who provide speech-language pathology services.

1. This Side Letter only pertains to teachers currently employed by the district who possess a California Speech-Language Pathology service credential, and possess, within the discretionary judgment of the Assistant Superintendent of Special Services, specialized experience in the area of augmentative communication and is required by the District to provide the services.
2. Each teacher who meets the criteria of paragraph 1 above, will be compensated an extra hour per day at the professional hourly rate (i.e. 180 days per year times 1 hour per day at the E10 hourly rate).
3. This side letter is non-precedential and cannot be cited as past practice by either party.
4. This Side Letter is effective once signed by both parties and ratified by the APT membership.

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**SIDE LETTER: ARTICLE XIX – EMPLOYEE EVALUATION**

The Parties agree to continue their work, through the Evaluation Sub-Committee, to develop and implement a new evaluation instrument and process. The Committee, in consultation with the facilitator, Carol Boyd, will make suggestions for possible evaluation instruments and processes. The Parties anticipate piloting the implementation by volunteers of parts of the new evaluation instrument and process during the 2011-12 school year. The opportunity to pilot will be available to any association member. In 2011-12, any employee scheduled for evaluation under Article XIX shall have the sole discretion regarding which, if any, of the provisions of the piloted evaluation instrument will be attached to the formal evaluation. The Parties' goal is to reach agreement on a new evaluation process that is consistent with the charge to the Evaluation Sub-Committee and California law. Following the pilot implementation, the Parties will amend the Agreement to reflect the agreed-upon evaluation process.

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## **SIDE LETTER**

### **Communication from the Negotiations Team Regarding Common Planning Time Mondays at Elementary Sites**

The APT survey results indicated a general satisfaction with the common planning time early release Monday schedule, but that some teachers felt there needed to be clarification around meeting length and some tweaks made in how planning for the meetings is done. The team is pleased to announce agreements about several elements of the Early Release Monday Professional Time.

For 2011-2012, we will continue to have an early release Monday throughout the year. Students will be released at 1:45, and teachers are expected to be engaged in professional collaboration activities until 3:00 on the site early release days; on the district release days, no District-scheduled activity will require teachers to remain beyond 3:30. The total days will be shared equitably for site level planning work and district projects/ tri-school work. Next year there are 31 Mondays, so 16 Monday afternoons will be designated for site directed/planning and 15 will be district/trischool. Dates will be calendared and distributed at the beginning of the year. Our goal is to have agendas for district led meetings, locations and times distributed a week prior to the meeting.

Additional dates may be scheduled for meetings for 5th-6th grade articulation opportunities in addition to the Monday Early Release days.

We appreciate the work of the district CPT Leadership team this year in providing input and guidance during our district days. Next year, we will not continue the Leadership Team in the same form. In 2011-12, the administrative team will be responsible for creating agendas for district/trischool work, and will consult with teachers in the development of those agendas as needed.

PUSD and APT will continue to discuss specific scheduling challenges at Kindergarten in order to facilitate the Monday early release schedule.



## MEMORANDUM OF UNDERSTANDING

The following constitutes a Memorandum of Understanding ("MOU") between the Piedmont Unified School District ("District") and the Association of Piedmont Teachers ("APT"). The terms of the MOU are for a limited term as outlined in each provision. At the expiration of each term contained in the MOU, the District and APT, collectively referred to as the "Parties," agree that the default language will be the provisions agreed to and contained within the Collective Bargaining Agreement ("Agreement") between the Parties.

1. All APT unit members will be subject to the following number of furlough days between July 1, 2011 through June 30, 2014, thereby reducing the 185 paid work days during each school year to 180 paid work days:

2011-2012: Five (5) unpaid furlough days  
2012-2013: Five (5) unpaid furlough days  
2013-2014: Five (5) unpaid furlough days (if California law permits)

The five furlough days shall comprise of two (2) professional development days, one (1) teacher workday and two (2) student days. The exact placement of the furlough days on the instructional calendar will be determined as the Parties work on calendar year issues for each year.

This provision will sunset effective June 30, 2014.

2. Effective July 1, 2011 through June 30, 2014, the Co-Curricular Stipend Schedule contained in Appendix C of the Agreement between the parties shall be suspended. All employees eligible for receiving stipends under Appendix C, instead will receive a flat stipend of one thousand four hundred and fifty four dollars (\$1,454.00) per year during this three year suspension.
3. The District and APT will continue to develop a mutually acceptable Professional Common Planning Time model for the 2011-2012 school year. The Parties also agree that the mutually acceptable Professional Common Planning Time model shall be developed no later than April 15, 2011. The intent of this provision of the MOU is to create a sustainable and useful model(s) of Professional Common Planning Time that is effective at elementary, middle and high school levels and has the least impact on instructional delivery issues. The Parties further agree that the model may need to be revised and adjusted in the subsequent years of the Agreement and that nothing in this MOU shall preclude the Parties from collaborating on a revised model of Professional Common Planning Time.

**SIDE LETTER – CONTINGENCY PLAN FOR SALARY REDUCTION**

As the State of California and school districts in California, including the Piedmont Unified School District (“District”), face the unprecedented budget crisis, the following constitutes a Side Letter between the District and the Association of Piedmont Teachers (“APT”). The intent of this Side Letter is to create contingency language that would assist the District with its ongoing financial obligations in 2011-2012 should the state budget impose additional cuts and/or reductions on school districts.

1. The District and APT agree that if, on or before August 15, 2011, the District’s revenue is reduced by two hundred dollars (\$200.00) per student from the level of funding (excluding Special Education Categorical Funding) as projected by the Governor’s January 10, 2011 education budget, then the District may reduce each of the daily rates on the PUSD salary schedules for APT members (Appendices A and B to the Collective Bargaining Agreement) by one and one half percent (1.5%). This pay cut will only be in effect for the 2011-2012 school year.

2. The salary reduction will be calculated by reducing the per diem for each unit member by one and one half percent (1.5%).

For example:

Employee’s 2010-2011 per diem rate = \$479.04  
Employee’s 2011-2012 per diem rate with salary reduction=  
 $\$479.04 \times 98.5\% = 471.85$

3. The District and APT agree that, if implemented during the 2011-12 school year, then the salary schedule will be readjusted to the 2010-2011 levels in the 2012-2013 school year, subject to any future collective bargaining between the Parties.

For example:

Employee’s 2011-2012 per diem with payout = \$471.85  
Employees 2012-2013 per diem = \$479.04

The restoration of the per diem will not be conducted by merely adding a one and one half percent (1.5%) to the 2011-2012 reduced per diem rate.

The Parties agree that this Side Letter shall sunset on June 30, 2012. This Side Letter is created for the purpose of having no “precedential” value.

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.

\_\_\_\_\_  
APT President, Harlan Mohagen/Date

\_\_\_\_\_  
Board of Education President  
Richard Raushenbush/Date