AGREEMENT

by and between the

PLEASANTON UNIFIED SCHOOL DISTRICT

and the

ASSOCIATION OF PLEASANTON TEACHERS

July 1, 2022 - June 30, 2025

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AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Pleasanton Unified School District ("District") and the Association of Pleasanton Teachers/CTA/NEA ("Association"), an employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 1
RECOGNITION

1.1: The District recognizes the Association as the exclusive representative for all unit members in the bargaining unit.

1.2: The bargaining unit will be composed of the following certificated employees:

- regular contracted teachers*
- temporary contracted teachers
- adult education employees (full-time)**
- special education educators/service providers
- resource teachers/specialists
- intervention/integration specialists
- career and technical educators
- music teachers
- librarians
- nurses
- counselors
- mental health clinicians
- social workers
- behaviorists
- speech pathologists/clinicians/teachers
- psychologists
- trainees/interns

1.3: This Agreement applies only to unit members in the above-described representation unit.

1.4: The only provisions of this Agreement which apply to summer school employees and adult education employees (full-time) are:

1.4.1: Article 2: Grievance Procedure
1.4.2: Article 11: Salaries

* includes regular contracted employees who teach summer school, adult education, driver training, etc.

** "full-time" for representation purposes shall be twenty-five (25) hours per week.

ARTICLE 2
GRIEVANCE PROCEDURE

2.1: ***Purpose***

2.1.1: This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

2.1.2: The purpose of this procedure is to provide an orderly procedure for reviewing and resolving grievances promptly.

2.1.3: Nothing contained herein shall be construed as limiting the right of any unit member 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, as long as the adjustment is reached prior to arbitration, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Such response shall be filed within ten (10) days of receipt of the adjustment.

2.2: ***Definitions***

2.2.1: A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.

2.2.2: A "grievant" is a member or members of the unit who is/are aggrieved.

2.2.3: The Association may be the grievant concerning: (1) grievances which affect the Association as an organization, such as those involving agency fee, recognition, and the association leave; (2) grievances which affect the entire bargaining unit or a significant portion thereof, such as those related to class size, safety, health and welfare benefits, salary, calendar, and grievance procedure; and (3) other grievances in which there does not exist a "grievant" as defined by Article 2.2.2.

2.2.4: The "immediate supervisor" means the administrator who assigns, reviews and directs the work of the grievant.

2.2.5: A "day" is any day in which the District office is open for business.

2.3: ***Time Limits***

2.3.1: Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every reasonable effort should be made to complete action

within the time limits contained in the grievance procedure, but, with the written consent of both parties, the time limitation for any step may be extended.

2.3.2: In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in substantial harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2.4: ***Informal Discussion***

Initially, the potential grievant shall meet with his/her immediate supervisor/principal and attempt to resolve the issues involved in a potential grievance. The grievant may have representation in the informal discussion.

2.5: ***Level I***

2.5.1: If the informal discussion does not resolve the issues to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance shall be initiated no later than ten (10) days after the grievant knew, or with the use of reasonable diligence should have known, of the event or circumstances occasioning the grievance. The grievant shall be entitled to a conference.

2.5.2: A formal grievance shall be initiated, in writing, on the Grievance Form (Exhibit C1) and shall be filed with the immediate supervisor/principal. The grievance shall be a clear concise statement, citing specific sections of the Agreement violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

2.5.3: Within ten (10) days after the filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing, to the grievant.

2.6: ***Level II***

2.6.1: If the grievant is not satisfied with the decision rendered at Level I, or if no written decision has been rendered within the ten (10) days, he/she may appeal the decision on the Appeal Form (Exhibit C2) within ten (10) days to the Superintendent or his/her designee.

2.6.2: The appeal shall include a copy of the original grievance, the decision rendered at Level I, the name of the grievant's conferee(s), if any, and a clear, concise statement of the reasons for the appeal.

2.6.3: Within ten (10) days, the Superintendent or his/her designee shall investigate the grievance and give his/her decision, in writing, to the grievant.

2.7: ***Level III***

2.7.1: If the grievant is not satisfied with the decision rendered pursuant to Level II, he/she may submit to the Association a request to pursue arbitration. The Association may submit the request within ten (10) days to the Superintendent.

2.7.2: The American Arbitration Association rules shall apply with respect to selecting an arbitrator.

2.7.3: The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expenses.

2.7.4: The rules of the American Arbitration Association shall govern the arbitration. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.

2.7.5: The decisions of the arbitrator shall be final and binding upon the parties to this Agreement.

2.8: ***Miscellaneous***

2.8.1: ***Records.*** All records of the proceedings shall be retained by the Human Resources Division in a separate grievance file.

2.8.2: ***Reprisals.*** No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

2.8.3: ***Pay.*** A unit member and his/her conferees (limit of two [2]) shall not suffer any loss of pay while appearing at the arbitration hearing. The Informal Discussion, Level I and Level II of the grievance procedure should occur prior to or after normal teaching duties.

2.8.4: ***Time Limitation.*** Failure to appeal a decision within the specified limits shall be deemed an acceptance of the decision.

2.8.5: ***Board Information.*** The Board of Trustees shall be informed by the administration regarding grievances being processed at all levels. Such information does not necessarily need to name the individual who filed the grievance.

2.8.6: ***Multiple Grievants.*** When the same grievance is filed by two (2) or more individuals, the Association shall be responsible for processing the grievance with no more than two (2) such grievants being provided release time for processing such common grievance. This procedure shall not supersede an individual grievant's right to process a grievance without association intervention as set out in

paragraph 2.1.3 above.

2.8.7: ***Mutual Resolution.*** If a mutually accepted resolution of a grievance is reached informally at any level, the resolution shall be reduced to writing and binding upon both parties.

2.8.8: ***Confidentiality.*** All documents, communications, and records dealing with the processing of a grievance shall be considered confidential.

2.8.9: ***Representation.*** Not more than two (2) conferees for each party may be present at the Informal Discussion, Levels I, II and III.

2.8.10: ***Continuance of Service.*** The grievant shall continue to discharge his/her duties and comply with the direction of the administration until the grievance is resolved.

2.8.11: ***Failure to Individually Grieve.*** The right to grieve contract violations which affect only one or a few individuals when the individual(s) are unwilling to be grievant(s), will not establish a waiver or practice binding on other unit members by failures to grieve in such cases.

2.8.12: ***Expedited Process of End-of-Year Involuntary Transfers.*** In order to facilitate resolution of a grievance concerning an end-of-the-year involuntary transfer, the time limits and procedure shall be expedited as follows:

2.8.12.1: The grievance shall be filed at Level I within five (5) working days of notification of the transfer.

2.8.12.2: The immediate supervisor/principal shall respond in writing within five (5) working days.

2.8.12.3: If the grievant is not satisfied with the decision at Level I, or if no written decision has been rendered within five (5) working days, he/she may appeal the decision to the Superintendent within five (5) working days.

2.8.12.4: The Superintendent shall give his/her decision in writing to the grievant within five (5) working days.

2.8.12.5: If the grievant is not satisfied with the response of the Superintendent or his/her designee, he/she may submit to the Association a request to pursue Expedited Arbitration.

2.8.12.6: The Association may submit the request within ten (10) working days to the Superintendent or his/her designee, commencing from the time of the response of the Superintendent or his/her designee.

2.8.12.7: The District and the Association agree to use the American Arbitration Association's Expedited Labor Arbitration Procedures.

2.8.12.8: A hearing shall be scheduled and held within fourteen (14) calendar days of receipt of the Association's request and the arbitrator shall render his/her decision within seven (7) calendar days of the hearing.

ARTICLE 3
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

3.1: ***Dues***

3.1.1 The Association certifies that it has and will maintain individual employee authorizations for payroll deduction of Association dues.

3.1.2 All current employees who are members of the Association shall continue to have Association dues and voluntary contributions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.

The Association shall provide the District with written notification of all new employees for whom Association dues and voluntary contributions are to be withheld via payroll deduction.

3.1.3 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Association member. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.1.4 Upon written notification by the Association, the District shall initiate or discontinue the deduction of Association dues and voluntary contributions for an employee effective with the payroll cycle following the first payroll cutoff date after receipt of notification from the Association.

3.2: ***District Responsibilities***

With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or voluntary contributions, the District agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for whom such deductions have been made. The District will also submit each month any changes in personnel from the list previously furnished with the Status Change Reason (i.e. Contact Information, Name Change, Paid/Unpaid Leave of Absence, Retired, Non-Reelect, Resigned, Moved to Administration, Terminated, New Hire, Other). Before a member goes on an Unpaid Leave of Absence, the District will give the member a letter (Exhibit H) provided by the Association indicating how to maintain their Association membership while on leave.

3.3: ***Association Responsibilities***

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.4: ***Indemnification and Hold Harmless***

3.4.1: The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.

3.4.2: The Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in paragraph 3.4.1. above.

3.4.3: The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 3.4.1 or 3.4.2 shall or shall not be compromised, resisted, defended, tried or appealed.

3.5 ***New Bargaining Unit Orientation (AB119)***

3.5.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of their employment status, rights, benefits, duties, responsibilities, and other related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within ten (10) calendar days prior to the first day of school, except when no new bargaining unit members are commencing employment at the beginning of the year. The date and time shall be mutually agreed upon by the District and the Association.

The District shall provide the president of the Association a list with the full name, personal email, position, FTE and work location of the new hire 30 days prior to Orientation (and an updated list 5 days prior).

3.5.2 Any Bargaining Unit Member(s) hired after the start of the school year shall be provided an in-person orientation/on-boarding meeting within ten (10) calendar days from the date of hire. The District shall provide the president of the Association the full name, personal email, position, FTE and work location of the new hire 72 hours prior to orientation/on-boarding meeting.

3.5.3 New Bargaining Unit Members will be compensated at their per diem hourly rate of pay for the time spent attending the District led portion of the required orientation/on-boarding meeting when either occurs outside of the Contract year and/or outside the instructional day.

3.6 ***Scheduling of Orientation/On-Boarding:***

3.6.1 The District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations/on-boarding meetings by certified or electronic email to the Association President at least ten (10) work days in advance of the annual orientation meeting(s) or ten (10) work days in advance of other orientation/on-boarding meetings that may occur throughout the year.

3.6.2 In the event the District is unable to comply with the above Article 3.6, the District will reschedule the orientation/on-boarding meeting and provide advance notice to the Association.

3.7 ***Association Time for New Employee Orientation/On-Boarding***

3.7.1 The Association shall be provided up to two (2) hours of uninterrupted time for the Bargaining Unit Member orientation/on-boarding meetings.

3.7.2 The District administration will excuse themselves during the Association's time.

3.7.3 The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.

3.7.4 If the orientation/on-boarding meetings are held during Instructional time, up to (4) APT reimbursed substitute(s) will be provided by the District for Bargaining Unit members to attend and participate in the orientation/on-boarding meetings.

3.8 ***New Bargaining Unit Member Information***

The District will provide to the Association, electronically, a spreadsheet and no later than thirty (30) days after the date of hire or by the first pay period of the month of hire:

Name

Home Address

Phone Numbers (Cell, Home, Work) Personal Email Address (Not District

Email) Date of Hire

School Site(s)

Grade Level/Assignment

Full Time Equivalent (FTE)

Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)

3.9 ***Monthly All Bargaining Unit Member Information Roster***

The following information for all bargaining unit members shall be sent from the District to the Association President, electronically, in a spreadsheet by the 30th of each month:

Name

Home Address

Phone Numbers (Cell, Home, Work)

Personal Email Address (Not District Email)

Date of Hire

School Site(s)

Grade Level/Assignment

Full Time Equivalent (FTE)

Employment Status (Permanent, Probationary, Intern, PIP, STIP, Temporary, Other)

NCES School Site Code

Employee ID

ARTICLE 4
HOURS OF EMPLOYMENT

4.1: ***Grades PK-12***

4.1.1: A school is comprised of a team of certificated professionals working toward the educational excellence of all students who attend the school. The principal, with the input of the bargaining unit members assigned to the school, determines the needs of the school. The principal shall determine the schedule and make necessary assignments of schedules and supervision duties which will ensure the safety of students attending the school. The duty day of all bargaining unit members shall include as much time as is necessary to fulfill professional duties to facilitate the educational program. Duties shall be assigned on an equitable basis. For grades PK-5, assignable duties include supervision of students during recess and during student drop-off and pick-up times. A regular classroom teacher in grades six (6) to twelve (12) shall be assigned supervision duty only as provided in section 4.2.

4.1.1.1: The portion of the teacher work day assigned to in-classroom student contact* shall not exceed:

Preschool SDC, TK, K 1400 minutes per week
Grades 1-3 1410 minutes per week
Grade 4-5 1385 minutes per week
Grades 6-8 1400 minutes per week
Grades 9-12 285 minutes per day

**"In-classroom student contact" time refers to time that an individual teacher spends in the classroom with students. For grades 1-12, it does not include recess, lunch, preparation time or passing periods. This is not the same as student instructional time.*

4.1.1.2: In a middle school, at grades six (6) through eight (8), the teaching day consists of six (6) teaching periods and a daily preparation period. Preparation periods shall be of the same duration as a teaching period. If a full time teacher is assigned to teach "A-period," the last period of their instructional day will be no later than 7th period, unless the teacher volunteers to teach a later period. If a full time teacher is assigned to teach "B-period," the first period of their instructional day will be no earlier than 2nd period, unless the teacher volunteers to teach an earlier period. Part time schedules will consist of consecutive periods, unless the teacher volunteers to teach an earlier period. Each teaching period shall be sixteen point six-seven percent (16.67% of an FTE).

4.1.1.3: In grades nine (9) through twelve (12), the teaching day consists of five (5) teaching periods and a preparation period. Preparation periods shall be of the same duration as a teaching period. The preparation period is considered part of the teacher workday. If a full time teacher is assigned to teach "A-period," the last period of their instructional day will be no later than 5th period, unless the teacher volunteers to teach a later period. If a full time teacher is assigned to teach "B-period," the first period of their instructional day will be no earlier than

2nd period, unless the teacher volunteers to teach an earlier period. Part time schedules will consist of consecutive periods, unless the teacher volunteers to teach an earlier period. Each teaching period shall be 20 percent (0.2 of an FTE).

4.1.1.4: Continuation High School. The structure of the full-time teaching day in the continuation high school shall be five (5) regular teaching periods; and one preparation period of the same duration as a teaching period; and a duty-free lunch period as per Education Code.

The total student/teacher contact time shall be aligned to the 9-12 contact minutes set forth in 4.1.1.1. Each teacher in a continuation high school shall devote any remaining instructional minutes (i.e. those beyond the regular teaching periods) to meeting the needs of students enrolled in the program.

4.1.1.5: The configurations set forth in 4.1.1.2, 4.1.1.3, and 4.1.1.4 may be altered, on a pilot basis, if a group of teachers at a school recommend a change to the principal and the Association in writing and both parties approve such a change.

4.1.2: Unit members shall be entitled to a duty-free lunch period of not less than thirty (30) consecutive minutes per day. Members will not be asked to perform any voluntary or mandated activities by any administrator during the duty-free lunch period.

4.1.3: Preparation time is time utilized by classroom teachers for professional tasks. Each individual teacher will determine which professional tasks they will engage in during each preparation period. During a five (5) day work week (prorated for less than a full week), regular full-time classroom teachers employed in:

4.1.3.1: Grades one (1) through three (3) shall have one hundred eighty (180) preparation minutes.

4.1.3.2: Grades four (4) through five (5) shall have two hundred twenty-five (225) preparation minutes.

4.1.3.3: Should loss of preparation time occur, the unit member will receive the professional hourly rate to compensate for the loss of prep time.

4.1.3.4: A configuration of the above preparation time shall be approved by the affected school staff and the school principal. The configuration shall be submitted to the Human Resources Department for final approval.

4.1.3.5: IEP / 504 / SST meetings will be scheduled at mutually agreed upon times.

4.1.3.6: The District will provide at least five (5) substitute release days per site for scheduling of IEP / 504 / SST meetings

4.1.3.7: Site administration will make every effort to minimize time spent in IEP/504/SIP/SST meetings.

4.1.3.8 Administration may not ask a teacher to substitute for another teacher or complete other tasks during a scheduled preparation period without rescheduling the preparation period or compensating the teacher at the professional rate.

4.1.4: Meetings mandated by statute or regulation (e.g. IEP, SST, PQR, WASC) must be attended by the affected bargaining unit member. Back-to-school nights, open houses and parent conferences (on a before or after-school basis, or at a time mutually agreeable between the parents and the unit member) are to be attended by all unit members. The intent of the parties, however, is that IEP, 504 and SST meetings not be scheduled on Back-to-School Nights or Open Houses. The parties acknowledge, however, that meetings may be held on these dates to ensure compliance with legal requirements.

4.1.4.1: A key component of each unit member's job involves effective communication with families and students. To be effective, inquiries should be responded to within one (1) work day. Absent unusual circumstances, inquiries shall be responded to within forty-eight (48) hours (excluding weekends and holidays).

4.1.4.2: ***Conference Day / Work Day***

One (1) day (typically Friday) of the elementary conference week may be used for any combination of conference or workday. If a teacher has conferenced outside normal student hours (e.g. before/after normal student contact time, night conferences, etc.), that teacher will not be required to work longer than a student minimum day on the designated day.

4.1.4.2.1: If scheduled, the configuration of school-wide parent conferences shall be determined by the minimum days on the negotiated calendar.

4.1.5: Should a grade one (1) to five (5) unit member be scheduled for two or more preparation periods on any school holiday or district staff development day (not during a school break) the district shall reschedule one of the preparation periods to an alternate mutually-agreed-to-date, if requested by the teacher.

4.1.6: The work day for all non-classroom unit members (counselors, teacher librarians, psychologists, nurses, intervention specialists, integration specialists, speech/language/ pathologists/clinicians/teachers, program specialists) shall be flexible as determined by an agreement between the unit member and the supervisor but shall not be more than that required of classroom teachers. It may, however, be discontinuous.

4.1.6.1 Non classroom unit members who are asked by their supervisor and accept to take on a portion of another non-classroom unit member's caseload due to an extended leave or an unfilled vacancy will be compensated at the per diem hourly rate based on tasks performed and preapproved by the unit member's supervisor, as documented on a timecard. Every effort will be made by the district to fill unfilled vacancies.

4.1.7: Student supervision for part time unit members shall be prorated.

4.1.8: A full time assignment for an "Elementary PE, Science or Music Specialist" is thirty-one (31) student contact sections of forty-five (45) minutes each (not to exceed one thousand three hundred ninety-five [1395] weekly student contact minutes).

4.1.8.1: If requested by the District, a full-time Elementary Specialist may volunteer to teach more than one hundred percent (100%). For each such section, the District shall pay an additional three point two percent (3.2%) of the unit member's placement on the salary schedule.

4.1.8.2: If a full-time Elementary Specialist is assigned to more than one (1) school site on one (1) or more single days, then thirty (30) sections shall be considered a full-time assignment for that Specialist. Split-site assignments will include a travel period independent of prep time and duty free lunch. The travel period will be no less than thirty (30) minutes and member will be compensated for mileage at the IRS rate.

4.2: ***Grades 6 -12***

4.2.1: The parties agree that each site administrator shall establish a bell schedule which will ensure that sufficient instructional minutes are taught to qualify for longer instructional day monies.

4.2.2: No unit member shall be required to perform assignments on a normal day off.

4.2.3: Co-curricular assignments will be equitably assigned by the site administrator according to the needs of the school. The District shall define the co-curricular assignments at each school. Each teacher shall be expected to supervise up to three (3) co-curricular assignments per school year. While any co-curricular assignments beyond the three (3) will entitle the unit member to be compensated at the certificated hourly rate, nothing shall preclude a unit member from volunteering without compensation. Every effort will be made to be consistent at all sites. Co-curricular assignments at all sites will be compared at the beginning of each semester to establish equality and consistency.

4.2.3.1: At the beginning of each semester, a calendar of activities, and the number of people required to cover the activities, will be distributed to the faculty by the administrator responsible for supervision assignments. Attached will be a list of the staff for the school site in question in seniority order. Staff members who will receive assignments first semester will be determined by counting from the least senior person up the seniority list until the number needed for assignments is obtained.

4.2.3.2: Those faculty members who will receive assignments will indicate three (3) choices in order of preference on the calendar and will return the calendar within the time frame determined by the principal. If the calendar is not returned, then the staff member's name shall be listed in seniority order and

assigned chronologically to unfilled assignments.

4.2.3.3: Assignments for each activity will be given on the basis of preference beginning with the most senior member in the group.

4.2.3.4: In the event that there are more assignments than staff members, the entire staff will receive assignments based on preference in seniority order and then the procedure in paragraphs 4.2.3.1 to 4.2.3.3 above will be used for the remainder of the assignments.

4.2.3.5: At spring semester, a second assignment group will be determined by beginning with the least senior staff member not receiving an assignment during the fall semester. When the top of the seniority list is reached, the remaining assignments will be filled by the same procedure used during the first semester.

4.2.3.6: If a staff member's preference cannot be accommodated for the third assignment, he/she will be listed in seniority order and assigned chronologically.

4.2.3.7:The following fall semester, the procedures for supervision will begin again as outlined in paragraphs 4.2.3.1 to 4.2.3.6 above.

4.2.3.8 At middle schools, supervision of parking lots, gates, playgrounds, student drop-off/pick-up, etc. before school and after school may be included on the list of co-curricular assignments in increments less than or equal to three (3) hours. Three (3) hours of such duties (supervising parking lots, gates, playgrounds, student drop-off/pick-up, etc. before school and after school) satisfies the completion of one (1) co-curricular assignment.

4.3: ***Collaboration Time***

4.3.1 Each Wednesday will be a modified schedule to allow for a mandatory forty-five (45) minute collaboration period preceding student attendance*

**The Collaboration period will be following student attendance for the 2021-2022 school year.*

4.3.2: Grades 6-8

4.3.2.1: Eighteen (18) Collaboration Days will be Administrator led with teacher input. Site administrators may choose to convert any Admin Led Collaboration into an additional Department Collaboration or teacher preparation time.

4.3.2.2: Eighteen (18) Collaboration Days will be Department Collaboration with content and activities determined and led by each department leader.

4.3.3: Grades 9-12

4.3.3.1 Twelve (12) Collaboration Days will be Administrator led with teacher input. Site administrators may choose to convert any Admin Led Collaboration into an additional Department Collaboration.

4.3.3.2 Twelve (12) Collaboration Days will be Department Collaboration with content and activities determined and led by each department leader.

4.3.3.3 For the remaining twelve (12) Wednesdays they will be classified as undefined.

4.3.3.4 No collaboration will be scheduled during high school finals week

4.3.4: Elementary

4.3.4.1: Elementary schools will follow a 6-week collaboration rotation as follows:

- Two (2) of the six (6) meetings will be Admin Led Collaboration which may include faculty meetings and/or district led staff development. Site administrators may choose to convert any unneeded Admin Led Collaboration into an additional grade-level collaboration.
- At least three (3) of the six (6) meetings will be Grade-Level Collaboration. Meeting agenda, content and activities will be determined and led by each grade-level team.
- One (1) of the six (6) meetings will be TK-5 Preparation Time.
- No collaboration will be scheduled during conference week.

4.3.5: Attendance

4.3.5.1: Attendance at all collaboration meetings is mandatory for all unit members.

4.3.5.2: Teachers who are less than a 1.0 FTE, and whose teaching time/periods are discontinuous with collaboration time, are strongly encouraged to attend the collaboration time but are not required to do so.

4.3.6: The Collaboration Council

4.3.6.1: The Collaboration Council will be composed of the site administrator and any/all interested teachers.

4.3.6.2: The Collaboration Council will determine the order of the 6-week rotation with input from faculty at the elementary level. In particular, the cycle will avoid faculty meetings during the same week that report cards are due. Furthermore, the Administration will work toward aligning cycles with other schools to facilitate multi-school collaboration.

4.3.7: General

4.3.7.1: Each administration will develop a process to gather each unit member’s name, whereabouts during collaboration, topics discussed (limited to one sentence) and any needed resources and/or support.

4.3.7.2: Collaboration will take place at the unit member's assigned PUSD school site,

except with prior approval from an administrator. Itinerant staff collaboration location will be determined by their supervisor in cooperation with site administrators when appropriate.

4.3.7.3: No collaboration or meetings will be scheduled during the last week of school.

4.3.8: Faculty Meetings: These meetings occur during admin-led Collaboration time and attendance is required by all full-time bargaining unit members.

4.4: ***Problem Solving***

4.4.1: At times, questions may arise regarding the application of various provisions (e.g. elementary duty schedules, breaks, special education consultation period) related to Article 4. In such instances, one (1) or more representative(s) designated by the Association will contact the supervisor of the site where the question(s) arises. The representative will meet and discuss the issue with the supervisor, and working together, will develop a solution.

4.4.2: If resolution cannot be effected, the Association representative will notify the Assistant Superintendent of Human Resources, who will facilitate meeting(s) with appropriate Association and District personnel in order to bring resolution to the issue.

4.4.3: If the issue cannot be resolved in a mutually satisfactory manner, Article 2 of this Agreement will be implemented. This provision shall not make an issue grievable unless it otherwise meets the definition of a grievance (paragraph 2.2.1). Provided the informal discussion is initiated within ten (10) days after the grievant knew or with the use of reasonable diligence should have known of the event or circumstance occasioning the grievance, all other grievance timelines shall be placed in abeyance until it has been determined that no resolution can be reached.

4.5: ***District-Mandated Facility Change***

A unit member impacted by a District-mandated facility change (e.g. moves to a new or remodeled classroom(s), or loss of a classroom because of flooding, fire, mold, or other acts of nature or vandalism) shall receive the certificated hourly rate of pay for classroom set up.

4.5.1: Dates and times of planned move must be communicated to the immediate supervisor at least 3 days prior to the move date and are subject to administrative approval

4.5.2: Payment will be made only for time that is outside a normal teacher work day.

4.5.3: Up to twelve (12) hours at the professional hourly rate may be compensated for each approved move.

4.6: ***Special Education***

All Special Education unit members will receive the same amount of preparation time as all other unit members. In addition to the preparation time, all Special Education unit members teaching Resource in grades six (6) through twelve (12) will receive one (1) period per day for the purposes of case management.

4.7 ***Secondary School Advisory/Access Periods***

4.7.1 Definition: A scheduled Advisory/Access period is a structured time period built into the school schedule to allow for student access to academic/social-emotional support.

4.7.2 The purpose of Advisory/Access periods is to provide:

- Support for all students in meeting their academic, social and mental health needs;
- Support for students based on his or her individual need;
- Opportunities for students to have structured choice supports and targeted interventions

4.7.3 Access/Advisory Period will be offered no more than two (2) times per week at each secondary school as determined by the school schedule.

4.7.4 Unit members will be assigned approximately 27 students who are enrolled in one of the teacher's courses.

4.7.5 Part-Time teachers will not be required to supervise advisory/access periods in a number greater than in proportion to their full time equivalency (FTE). For example, if full-time teachers are scheduled to supervise 108 advisory periods during a semester, then a 40% (0.4 FTE) unit member will be required to supervise no more than 43 advisory periods during the semester. The staffing configuration for part-time unit members may be altered upon mutual agreement of the unit member, site principal and APT President.

4.7.6 Unit member's responsibilities during advisory/access periods are as follows:

- Unit members will be expected to support students within their area of academic expertise, take attendance and provide student supervision for students who are enrolled in and/or attend their advisory/access period.
- Unit members will not be required to develop lesson plans or curriculum to be implemented during any advisory/access period.
- Unit members will not be required to assign grades for the advisory/access period.
- Unit members will not be formally observed within the meaning of Article 8 based on lessons or activities during advisory/access periods.

ARTICLE 5
SAFETY CONDITIONS

5.1: Each unit member shall, upon request, be provided a lockable space within the vicinity of the teaching station for storage of necessary personal belongings. Classroom materials may be placed in lockable areas available at each school.

5.2: The District shall provide safe working conditions. All alleged violations of safe working conditions shall be reported to the unit member's immediate supervisor. If the situation has not been resolved within a reasonable period of time, the unit member may submit such alleged violations to an appropriate administrative agency.

5.3: No unit member shall be disciplined or discharged by the District for refusing to perform fully all of his/her duties under known extraordinary dangerous and hazardous conditions not normally associated with duties of teaching personnel.

5.4: Unit members are encouraged to submit work orders to the site administrator for his/her approval to correct unsafe work conditions.

5.5: The District shall make efforts to provide information for unit members who have students with special health needs in their classroom.

5.6: Provisions of Education Code 44014 shall apply in the event a member of the bargaining unit is assaulted. The District shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved.

5.7: The District will notify a teacher as soon as possible whenever a student with severe behavior or acute health problems is enrolled in his/her classroom.

ARTICLE 6
LEAVES OF ABSENCE

6.1: ***Leaves of Absence - General***

6.1.1: All leaves of absence, except those that are mandatory, are granted at the discretion of the Board of Trustees. Requests shall be submitted in writing to the Human Resources Division giving specific dates and reasons. In general, the unit member's principal or immediate supervisor shall recommend approval or disapproval of all leaves of absence prior to submission to the Human Resources Division. All requests shall be on appropriate forms.

6.1.2: No leave of absence approved by the Board of Trustees (by way of illustration and not limitation, this includes sick leave [section 6.2], personal necessity [section 6.6], pregnancy disability leave [section 6.11.1], workers comp, child rearing [section 6.12], etc.) shall constitute an interruption in the continuity of service for the purpose of:

- qualifying the unit member for permanent classification;
- advancement on the salary schedule.

Provided, however, the unit member must actually render service to the District on not less than seventy-five percent (75%) of the teaching days of each school year in order to receive credit for the year.

6.1.2.1: Except as noted in 6.1.2.2 below, the time span during which the leave of absence is taken shall not be computed in determining the amount of service rendered.

6.1.2.2: If a unit member renders paid service for at least fifty percent (50%) but less than seventy-five (75%) of the days in a given work year, any absence for personal injury or illness (including pregnancy) that qualifies for leave under the Family Medical Leave Act and/or California Family Rights Act (CFRA) shall be accumulated with the fifty percent (50%) of service and, if the total equals seventy-five percent (75%) or more, it shall constitute a year's service.

6.1.2.3 Solely for the purpose of advancement on the salary schedule, an employee may accumulate service (there is, however, no carry-over). For example, sixty percent (60%) service in Year 1 may be combined with sixty percent (60%) service in Year 2 to advance at the beginning of Year 3. The "extra" percentage is not carried over.

6.1.3: Upon return from any leave, the unit member shall be placed in a position pursuant to the terms of Article 7 as though he/she had never left provided he/she submits written notice of his/her intent to return by March 1 or, as in the case of a leave which does not terminate at the end of a school year, fourteen (14) days prior to expiration of the leave. The District shall remind the unit member of this requirement by certified letter postmarked and/or electronically fourteen (14) days in advance of the due date.

If a unit member does not provide the required notice, the unit member shall be placed in a position consistent with his/her credential and District needs which exist at the time they present themselves.

6.1.4: The District and members of the Board of Trustees are freed of any liability for payment of compensation or damages provided by law for death or injury of a unit member if the death or injury occurs while the unit member is on leave of absence granted by the Board.

6.1.5: Unless otherwise specified, leaves are granted for a maximum of one (1) year at a time. Beginning and ending dates for those granted for less than one (1) year should coincide with the length of the grading period unless otherwise agreed to by the parties. They may be extended by the Board upon written request from the unit member.

6.1.6: When a leave is granted, the recipient has a professional obligation to the District to utilize the leave period for the purpose specified in the request. Except in the case of exchange teachers, leaves are not granted for the unit member to be employed elsewhere. If the recipient finds it essential to seek employment during a leave period, he/she shall communicate with the Assistant Superintendent, Human Resources, so that a decision may be made whether to approve such employment or to terminate the leave of absence. Such employment shall not be denied unless it conflicts with the purpose of the leave.

6.1.7: Employees on sabbatical, mandatory jury service (trial or inquest), leave for other teaching as specified, or military leave shall progress on the salary schedule as if they were on active service with the District.

6.1.8: Experience credit for out-of-District teaching while on leave of absence shall be granted when the unit member returns if the maximum credit provided by the salary schedule has not already been attained.

6.1.9: All leaves, except as specified in this Agreement, are without salary or benefits. With the approval of STRS, and health and welfare benefit carriers, a unit member on an approved leave of absence without pay may continue such benefits by employee contribution. Such payment may be arranged through the District.

6.1.10: Other unit members shall not be required to perform the duties of the unit member on leave without consenting to do so, except in cases of emergency.

6.1.11: In leave cases, where unit members of the same household or family are employed by PUSD, leave granted to one member will in no way affect the ability for other members to utilize leaves as outlined in this section. This may include but not be limited to, FMLA, CFRA and Bereavement.

6.2: ***Leaves of Absence for Illness or Injury***

6.2.1: Unit members regularly employed on a five (5) day per week basis shall receive, on the first day of July and on the first day of each July thereafter, the following days of leave for illness or injury:

Service Days Per Year	*Days of Leave for Illness/Injury*
up to 190	10
191 - 200	11

6.2.2: The leave shall accumulate without limit as long as the individual is employed in the District. Days granted an employee assigned less than full-time shall be in the proportion

that the assignment bears to the assignment of a full-time teacher.

6.2.3: Any employee absent from duty because of personal illness or injury shall receive full compensation to the extent of his/her accumulated sick leave time. If the absence is in excess of the accumulated sick leave time and for the cause of illness or personal injury, the unit member shall receive for the period not to exceed one hundred (100) consecutive work days the difference between his/her regular salary and the lesser of the following two quantities:

i) The current substitute pay rate, or
ii) $175

In no case shall the unit member be deducted an amount in excess of his/her daily rate. Compensation for unit members who are absent in excess of one hundred (100) consecutive work days after exhaustion of accumulated sick leave shall be determined by the Board of Trustees on an individual basis upon recommendation of the Superintendent.

6.2.4: If a unit member utilizes sick leave for five (5) or more consecutive days, the the unit member shall furnish, upon request, upon his/her return to duty a certificate verifying his/her illness or injury and his/her ability to return to service, this certificate having been signed by a licensed physician or practitioner of any well-recognized church or denomination.

6.2.5: There shall be no charge against a unit member's cumulative sick leave if, because of another's illness, he/she has been quarantined by city or county health officers. Under these circumstances all unit members shall receive their salaries in full.

6.2.6: A unit member who has transferred from another California school district may request the Human Resources Division to assist in transferring accumulated sick leave. A unit member leaving the district shall be provided a letter confirming their accumulated sick leave upon request.

6.2.7: There are certain usage patterns which could indicate an inappropriate use of the sick leave provision.

When such a pattern exists, the Association shall be notified and the District will explore the cause and counsel the unit member if appropriate on their rights under FMLA/CFRA and send them an information packet laying out their options for necessary medical leave for a serious illness for themselves and/or a family member.

6.2.8: If a unit member does not use any sick leave during the school year, he/she shall be allowed to add one (1) day to accrued sick leave or to take one (1) release day with pay to be scheduled the following school year, as mutually agreed to between the unit member and his/her immediate supervisor.

6.3: ***Extended Leave of Absence for Health***

6.3.1: Unit members may be granted a leave of absence without pay for not less than one (1) grading period or more than one (1) year. This leave may be extended one (1) additional year in the case of serious health conditions.

6.3.2: Unit members on leave at the time that the notice of intention to return to service is filed with the Human Resources Division shall also submit a written statement from a licensed physician certifying the condition of the unit member's health and his/her ability to return to full-time service.

6.4: ***Leave of Absence - Industrial Accident or Illness***

6.4.1: Unit members shall be eligible for leave of absence because of industrial accident or illness as acknowledged by the State of California Compensation Insurance Fund. Allowable leaves shall be for not less than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first day of absence.

6.4.2: Industrial accident or illness leave shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

6.4.3: Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, shall result in payment to them of not more than their full salaries.

6.4.4: A leave of absence under this provision shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award to the unit member.

6.4.5: Unit members petitioning for leaves of absence under this provision are responsible for furnishing the Superintendent or his/her designee, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that shall be needed for the leave of absence as required by the California Department of Industrial Relations Division of Workers' Compensation. A second signed physician's or practitioner's statement may be required of the unit member upon request of the Superintendent at the end of the unit member's leave of absence certifying that the unit member's condition is satisfactory to warrant a return to service.

6.5: ***Bereavement Leave***

6.5.1: Unit members shall be granted a leave with full pay in the event of the death of any member of the unit member's immediate family. No deduction shall be made from the salary of such unit member. The leave shall be for a period of three (3) days for travel up to three hundred (300) miles one way and five (5) days for travel over three hundred (300) miles one way. The immediate family is defined as mother, step-mother, mother-in-law; father, step-father, father-in-law; brother, stepbrother, brother-in-law; sister, step-sister, sister-in-law; husband; wife; son, step-son, son-in-law; daughter, step-daughter, daughter-in-law; aunt; uncle; grandparent, grandparent-in-law; foster children; or a grandchild of the unit member or of the spouse of the unit member; niece or nephew of the unit member; a domestic partner as that term is defined in State law (or the mother, father brother, sister, son or daughter of a domestic partner); or any person living in the immediate household of the unit member. Under special circumstances the Board of Trustees may grant additional bereavement leave.

6.6: ***Personal Necessity Leave***

6.6.1: Up to seven (7) days of leave per year may be used for reasons of personal necessity. The unit member may choose to charge the absence against accrued sick leave or to reimburse the District either for the cost of the substitute to the District in employing his/her substitute

or, if no substitute is employed, the established substitute daily rate.

6.6.2: Such days shall be at the unit member's discretion and no reason need be given for the absence. The unit member shall, however, certify that the absence was not used for concerted activities of any nature, if they involve the District, whether association-related or not.

6.6.3: Days used on any of the work days set forth in paragraph 6.6.3.1 below, except for "hardship" and/or "religious observances," must be substitute deduct days (see paragraph 6.6.1). Advance notice to the supervisor is required. If the supervisor determines the leave to be hardship/religious observance, accrued sick leave taken as personal necessity leave may be used.

6.6.3.1: The following days are subject to the restriction in paragraph 6.6.3: first or last five (5) student instructional days of the school year; any days adjacent to the Thanksgiving recess; any days adjacent to any spring or winter recess periods.

6.6.3.2: If the supervisor denies the request, the unit member may appeal to the Assistant Superintendent, Human Resources. The reason for the appeal shall be to ensure District-wide consistency regarding the existence of a hardship/religious observance.

6.6.4: A unit member shall make every effort to notify the District, as early as possible, prior to using personal necessity leave.

6.7: ***Jury Duty and/or Work-Related Subpoena***

6.7.1: A unit member shall be entitled to leave without loss of pay **or accrued sick leave** for the time required for jury duty. The unit member shall reimburse to the District the amount of payment received for jury duty. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty.

For appearance in court under a work-related subpoena, unit member shall be entitled to leave without loss of pay or accrued sick leave, with the approval of the Superintendent or his/her designee

6.8: ***Leave of Absence for Attendance at Meetings, Conferences and on School Business***

6.8.1: Leave may be granted without loss of pay upon request of the unit member and recommendation of the Superintendent for attendance at distinctly professional meetings of educational groups at which the Superintendent and Board of Trustees decide that the District should be represented. Travel, per diem and other necessary expenses may be allowed for this purpose.

6.8.2: Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted upon request of the unit member and the recommendation of the Superintendent or his/her designee, without loss of pay to the unit member. Travel and other necessary expenses may be allowed at the

discretion of the Board of Trustees.

6.8.3: Upon request, a unit member may receive, in writing, the reason(s) why his/her request was not approved if the Board of Trustees does not honor the request.

6.9: ***Professional Leave***

6.9.1: Employees with permanent status may be granted a leave without pay at the discretion of the Board of Trustees for the following reasons:

- study, travel, consultancies or professional improvement other than activities qualifying under sabbatical leave (section 6.13), professional enrichment leave (section 6.15), exchange leave (section 6.17) or foundation grant leave (e.g. Fulbright);
- overseas assignment other than exchange teaching;
- Peace Corps or other similar public or private service.

6.9.2: The leave of absence shall be for a period not to exceed one (1) full year. If the leave is to be in excess of twenty-five percent (25%) of the teaching days scheduled for the school year, yearly increments in salary shall not be allowed. All conditions covering a professional leave shall be subject to approval by the Board of Trustees upon recommendation of the Superintendent.

6.9.3: Replacement of the unit member and the effects of the above leaves on the education of students shall be the primary criteria upon which approval or disapproval shall be based.

6.9.4: Upon request, a unit member may receive, in writing, the reason(s) why his/her request was not approved if the Board of Trustees does not honor the request.

6.9.5: If a unit member applies for overseas teaching, the Board of Trustees may grant a leave for two (2) or more years.

6.10: ***Release Time - Employee Association Officers***

6.10.1: Officers of the Association, or other members designated by the Association, shall be provided up to thirty (30) days release time each school year for the conduct of association business. The cost of substitutes shall be borne by the Association. However, if no substitute is used, there shall be no cost to the Association.

6.11: ***Maternity Leaves***

6.11.1: ***Pregnancy Disability Leave.***

Such leave shall be granted subject to the following conditions:

Unit members shall be entitled to utilize sick leave (temporary disability leave), including five-month differential pay for the period of time that they are temporarily disabled resulting from the unit member's pregnancy, miscarriage, childbirth, termination of pregnancy and recovery therefrom. Unit members shall be entitled to up to six (6) weeks of pregnancy disability leave for a vaginal birth and eight (8) weeks for C-section postpartum. This time may be run concurrently with FMLA Leave. Once this leave has expired, the unit member is

eligible for up to twelve (12) weeks of time off for baby bonding leave under CFRA as listed below.

The length of the leave of absence (temporary disability), including the date on which the leave shall commence and the date for which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. A letter verifying the length of the temporary disability shall be signed by the unit member and the unit member's physician and filed in the Human Resources Division.

The unit member shall notify the District of her pregnancy approximately ninety (90) days, or as much time is practicable, prior to the expected date of delivery.

The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom, shall be the same as the manner of reporting sick leave except as noted above.

6.11.2: ***Pregnancy-Related Leave.***

Leaves of absence for purposes related to pregnancy, (i.e. child care) which are in addition to sick leave granted for the temporary disability may be granted without pay in accordance with child-rearing leave (Article 6.12 below).

6.12: ***Child-Bonding Leave***

6.12.1: ***Paid Leave***

Unit members may elect to utilize sick leave, including accumulated sick leave, for up to 12 workweeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child.

6.12.1.1: Unit members are entitled to up to twelve (12) work weeks of child bonding leave in the first twelve months of the child's birth and/or the placement of a foster child/adoption of a child. If a unit member utilized FMLA time concurrent with Pregnancy Disability Leave, the unit member shall be eligible for twelve (12) weeks under the California Family Responsibility Act. Unit members utilizing child bonding leave shall have the option to take leave as a block, intermittently, or on a reduced schedule basis, as outlined in the FMLA/CFRA section 6.18 below.

6.12.1.2: Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the 12- workweek child bonding leave, and continues to be absent from her or his duties on account of parental leave pursuant to the California Family Rights Act ("CFRA" Government Code Section 12945.2.) s/he shall be entitled to differential pay of no less than 50% of their normal salary for the balance of the 12-workweek period, with the substitute cost deduction not to exceed $175 per day. ED Code 44977.5

6.12.1.3: Where practicable, the unit member should give advance notice to the District of at Least 30 days prior to the Leave commencing. Additionally, leave is granted in weeks with a minimum leave time of two weeks. The unit member may request a duration of less than two weeks on four occasions.

6.12.1.4: A unit member shall not be provided more than one 12-workweek period per child during any 12-month period. However, if a school year terminates before the 12-workweek period is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent school year, provided it is during the same 12-month period.

6.12.1.5: Nothing in this Section shall be interpreted to prohibit a unit member who does not wish to exhaust her or his sick leave from requesting and receiving up to 12 workweeks of unpaid leave for parental leave purposes under CFRA/FMLA, so long as the employee qualifies for such leave. However, child bonding leave taken pursuant to this Section and CFRA/FMLA parental leave run concurrently; the aggregate amount of leave taken pursuant to this Section and CFRA/FMLA shall not exceed 12 workweeks in a 12-month period.

6.12.1.6: Lactation Accommodation. Employees have a right to reasonable break time to express milk. If an employee needs additional break times to express milk, it must be allowed. The District will provide private lactation space, free from intrusion, in close proximity to the employee's work area. This may be the employee's normal work area if the space meets the lactation requirements but shall not be a bathroom stall.

6.12.1.7: The foregoing provisions are intended to comply with Education Code Section 44977.5. To the extent either state or federal law should be enacted, or any agency issues guidance on the applicable statutory requirements under Education Code Section 44977.5, that affects, in any way, the terms set out in this Section, the parties shall meet immediately for the purpose of discussing modifications to this section to conform with the changes in law.

6.12.2: ***Unpaid Leave***

Upon request, the Board of Trustees shall provide a unit member who is a natural or adopting parent, with additional unpaid leave for the purpose of rearing his/her child.

6.12.2.1: The request for such leave shall be submitted at least sixty (60) days prior to the anticipated date on which the leave is to commence. The sixty (60) day notification will be waived in cases of adoption as long as the unit member has notified the District of his/her intent to adopt a child.

6.12.2.2: If requested, the leave shall be for either:

- Option One:

  The remainder of the school year in which the request is made (return at an

earlier date may occur with prior written agreement of the unit member and the administrator); or

- Option Two:

  Option One plus the entirety of the school year following the year in which the request is made. If Option Two is initially selected, the unit member may rescind for the following school year provided written notice of rescission is given to the Human Resources Division not later than March 1 of the Option One year.

6.12.2.3: If a unit member initially selects Option One, and subsequently desires Option Two, the District will attempt to accommodate this request. At this stage, however, granting the leave is discretionary with the District.

6.12.2.4: If a partial Child-Rearing Leave is desired, it is only available pursuant to Option Two and only during the second (2^{nd}) year.

- All partial Child-Rearing Leaves must be requested in accordance with, and comply with, all provisions of Article 18 (Job-Share Assignments).

6.13: ***Sabbatical Leave***

6.13.1: ***Basic Eligibility***

Any certificated permanent employee who has served a minimum of seven (7) consecutive years in the District shall be eligible to apply for a sabbatical leave of absence for study or travel. One (1) year of qualifying service shall be construed as seventy-five percent (75%) of the teaching days per year.

6.13.2: ***Length of Leave***

Sabbatical leaves may be granted for not less than one (1) grading period.

6.13.3: ***Compensation***

A sabbatical leave may be granted at seventy-five percent (75%) of regular salary for less than one (1) year, or fifty percent (50%) of salary for one (1) year, and shall be paid on a monthly basis. Since the purpose of this leave is study, the applicant shall agree not to accept other employment during the period of his/her leave unless it pertains directly to his/her study program and then only with the approval of the Superintendent. In no case shall the amount received from sabbatical leave pay and remuneration from other employment, grants, or stipends exceed the regular salary of the unit member. Should the amount of the other remuneration, grant or stipend be sufficient to cause the unit member's regular salary to be exceeded, the sabbatical leave pay shall be reduced by an amount sufficient to reduce the total anticipated salary to the amount the unit member would have received had s/he not taken the leave.

6.13.4: ***Limitations***

No more than one percent (1%) of the negotiating unit may be on sabbatical leave at any one time.

6.13.5: ***Application***

All applications for sabbatical leave shall be submitted on a District-approved form no later than six (6) months in advance of the beginning of the grading period for which leave is requested. Applicants shall be notified within sixty (60) days of the final filing date regarding the acceptance or rejection of their application.

6.13.6: ***Sabbatical Leave Committee***

A Sabbatical Leave Committee to review requests shall be composed of three (3) tenured members appointed by the Association and two (2) employees designated by the Superintendent. Each appointee to the committee shall serve a term of three (3) years except that the initial appointments shall be for one (1), two (2) and three (3) years.

6.13.7: ***Selection***

The Sabbatical Leave Committee shall develop reasonable standards for study and travel in order to qualify for sabbatical leave. To receive attention by the Committee the proposed leave shall meet the following minimum criteria:

Professional Study or Research. The unit member shall pursue a full-time program of advanced graduate studies in an accredited institution of higher learning. The program must relate to the present or prospective service of the unit member or must qualify him/her for another degree.

Independent Study or Research. The unit member shall pursue a program of independent study or research relating to his/her present or prospective service. Such study must be under the guidance of a sponsor approved by the Sabbatical Leave Committee. The program must be equivalent in effort and content to that outlined above.

Travel and Study Leave. The unit member shall pursue a program of full-time study or research equivalent to the program outlined above, and an approved travel itinerary. The program of study and travel shall relate to the present or prospective service of the unit member. In estimating the value of the leave to the District, its worth in terms of what the applicant may contribute to improve service which shall benefit the schools and pupils of the District is important.

Candidates selected for sabbatical leave, as a condition of being granted a leave, shall agree to render a period of service in the employ of the District following their return from the leave which is equal to twice the period of the leave granted.

The Sabbatical Leave Committee shall recommend the person(s) best qualified to the Superintendent.

6.13.8: ***Required Surety***

Unit members shall file with the District a written contract which requires them to repay the District an amount equal to the gross salary paid the unit member during the period of sabbatical leave should the unit member fail to return to the employ of the District and render a period of service following his/her return from leave of absence which is equal to twice the period of the leave.

6.13.9: ***Effect of Injury or Illness***

If injury, illness or death prevents fulfillment of the agreement to return to service in the District, no repayment of leave salary shall be required. Both the Board of Trustees and the District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on leave of absence.

6.13.10:***Return to Service***

At the expiration of leave, the unit member shall be reinstated in the position, or a similar position, held at the time leave was granted, unless a change of assignment is mutually agreeable. A unit member returning from sabbatical leave shall progress on the salary schedule the same as if he/she had remained in active service. Within sixty (60) days after returning from a sabbatical leave, the unit member shall be required to submit the following documentation as evidence of having performed the tasks agreed upon to be undertaken during the leave period:

Type of Leave	*Evidence*
Professional Study or Research	An official transcript of courses taken
Independent Study or Research	A statement from the sponsor verifying completion of study and level of accomplishment
Travel	A detailed itinerary of the trip and written report setting forth the participant's actions and benefits to the school and pupils of the District

6.14: ***Legislative Leave***

6.14.1: An employee who is elected to the legislature, to a statewide public office, or a full-time city or county public office shall be entitled to an unpaid leave of absence for the length of his/her terms of office.

6.14.2: A unit member on such leave shall be entitled to return to employment within six (6) months following the end of the leave.

6.14.3: A unit member on such leave shall notify the Board of Trustees of his/her intended return by March 1 if he/she intends to return at the beginning of the next school year. In all other situations, a unit member shall notify the District at least ten (10) weeks in advance of his/her anticipated return to service.

6.15: ***Professional Enrichment Leave***

6.15.1: Leave with partial payment may be granted for the purpose of professional enrichment. Professional enrichment shall be defined as any activity which enhances the unit member's ability to fulfill his/her role.

6.15.2: ***Eligibility***

- Certificated employee with permanent status
- At least seven (7) years of service in the District, with at least five (5) years of continuous service since any prior leave granted pursuant to 6.13 or 6.15.
- Placement on Column III, Steps 10-12; Column IV, Steps 9-12; or Column V, Steps 8-20 of the Certificated Salary Schedule.

This ensures that the District will not have to pay more in salary than would have been paid had the leave not been granted.

6.15.3: ***Application***

A written statement of the dates and duration of the leave and of the anticipated activities shall be submitted to the Assistant Superintendent, Human Resources as soon as reasonably practicable.

6.15.4: ***Procedure for Approval***

Approval is at the discretion of the Board of Trustees. Upon request, a unit member shall receive, in writing, the reasons why his/her request was not approved if the Board does not honor the request.

6.15.5: ***Financial***

The unit member shall be paid the difference between the salary he/she would have received during the period of leave, and the salary received by a full-time temporary teacher on Column II, Step 5 of the Certificated Salary Schedule (Exhibit A of this Agreement).

6.15.6: ***Required Agreement***

Unit members shall file with the District a written contract which requires them to repay the District an amount equal to the gross salary paid the unit member during the period of personal enrichment leave should the unit member fail to return to the employ of the District and render a period of service following his/her return from leave of absence which is equal to the period of leave.

6.15.7: ***Effect of Injury or Illness***

If injury, illness or death prevents fulfillment of the agreement to return to service in the District, no repayment of leave salary shall be required. Both the Board of Trustees and the District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on leave of absence.

6.16: ***Leave for Association President***

6.16.1: The District shall grant up to full-time release for the association president upon request.

6.16.2: The Association president shall receive compensation and benefits as though he/she were a regular full-time unit member.

6.16.3: The Association president shall be advanced on the salary schedule as though he/she had been a regular full-time unit member.

6.16.4: The Association shall reimburse the District for all salary and salary-related costs in an amount equal to that paid on behalf of a full-time, temporary teacher on Column II, Step 5 of the Certificated Salary Schedule (Exhibit A of this Agreement). If the Association president is not on a one hundred percent (100%) leave, the reimbursement shall be prorated.

6.16.5: The Association president shall have the right to return to the exact position and school he/she left prior to receiving Association leave.

6.16.6: Other provisions of Association leave included in this Agreement are not affected by this leave.

6.17: ***Exchange Leave***

A unit member may apply for an exchange leave in accordance with the rules and regulations of the appropriate agency. At the time of application, a copy of those rules and regulations shall be submitted to the District.

6.18: ***Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)***

6.18.1 ***Entitlement to Leave***

An employee shall be entitled to family care and medical leave as set forth in Family and Medical Leave Act of 1993 (FMLA) and Government Code 12945.2 (California Family Rights Act) if the employee has worked for the district for at least twelve (12) months and has worked at least twelve hundred fifty (1250) hour.

6.18.2 ***Use of Sick Leave***

For leave allowed under this Article 6.18 other than for employee illness, an employee shall substitute any of the employee's accrued sick leave or unpaid time off. The employee will be required to use sick leave during a period of leave in connection with the adoption or foster care of a child or to care for a child, parent or spouse with a serious health condition. This will require a health care provider’s certification (as defined by CFRA and FMLA) using the U.S Department of Labor’s certification forms. Reasonable accommodations will be determined through an interactive process. An accommodation may be denied if the accommodation is not received within 15 calendar days of the request for leave.

Sick leave can be taken in a block (e.g. 10 full weeks, more or less at a time), intermittent (e.g. periodically as necessitated by the serious medical issue), or on a reduced work schedule (which requires an agreement with the district). For intermittent or reduced schedule leave, time shall be deducted in one (1) hour increments. We will refer to all legal requirements established by FMLA/CFRA. This will require a health care provider’s

certification (as defined by CFRA and FMLA) using the U.S Department of Labor's certification forms. Reasonable accommodations will be determined through an interactive process. An accommodation may be denied if the accommodation is not received within 15 calendar days of the request for leave.

6.18.3 ***Payment of Health Premiums***

The District shall continue paying the District portion of medical insurance premium costs to maintain group health plan coverage for the duration of paid leave.

6.18.4 ***Health Care Provider/Certification of Leave***

A. Child, Spouse, Domestic Partner (CFRA) or Parent Care - An employee's request for leave to care for a child, a spouse, domestic partner (CRFA) or a parent who has a serious health condition shall be supported by a Certification issued by the health care provider of the individual requiring care. A certification verifying the above relationship to the employee will be required, using the U.S Department of Labor's certification forms.

6.19: ***Regional Occupational Program (ROP) Leave***

The following shall apply to permanent bargaining unit members who were on ROP leave during the 1995/96 school year:

6.19.1: The leave shall annually renew, without limit, unless the unit member notices the District of his/her intent to return.

6.19.2: Written notice of intent to return must be received by the District prior to January 31 of the year preceding his/her return.

6.19.3: The leave shall be irrevocable before its expiration date (including requested extensions).

6.19.4: Upon expiration of the leave, the unit member shall be returned to District employment, assigned by the District, and placed on the salary schedule with credit for years of service at ROP.

6.20: ***Other Leaves***

The District and the Association recognize that a unit member may occasionally need to request a leave for a reason not addressed in this Article (e.g. family hardship). If the District determines that a suitable replacement is available, and that granting the request would not be detrimental to the education of the students, approval will be recommended to the Board of Trustees. The Board, however, retains final authority to grant or to deny. Terms of the leave shall be those agreed upon between the unit members and the District.

6.21 ***Catastrophic Leave Program***

The parties acknowledge that each probationary and permanent bargaining unit member is provided by statute with ten (10) days of Sick Leave each year and can, in appropriate circumstances, access up to one hundred (100) days of extended sick leave (at difference pay). This Catastrophic Leave Program is intended to provide additional protection in the case of a catastrophic illness or catastrophic injury.

6.21.1: **General Provisions**

6.21.1.1: Participation in the Program is voluntary. Only unit members who are contributors to the Program (and who remain members in good standing) will be permitted to withdraw days from the Program.

6.21.1.2: Catastrophic Leave may not be used for an illness or disability which qualifies the unit member for Workers' Compensation benefits.

6.21.1.3: A unit member on Catastrophic Leave shall not accrue any other District-paid leave.

6.21.2: **Eligibility to Participate in the Program**

6.21.2.1: Only bargaining unit members with permanent status may participate in the Program.

6.21.2.2: To participate in the Program, a unit member must have at least ten (10) days of accrued sick leave remaining after contributing to the Program.

6.21.3. **The Program**

6.21.3.1: **Contributions of Days**

6.21.3.1.1: All contributions to the Program shall be from the unit member's annual allotment of Personal Necessity days.

a. Transfers of eligible leave credits are irrevocable, and shall be contributed and utilized in not less than half-day increments.

b. The contribution must be authorized in writing by the unit member on the form approved by the Joint Committee (see Section 6.21.3.3.1).

6.21.3.1.2: The annual period for contributing Catastrophic Leave credits shall be from the first contracted work day for unit members and continuing through September 30 of each school year.

6.21.3.1.3: Full and part-time unit members who choose to participate in the Program shall make an initial contribution of one (1) Personal Necessity day the first year of participation.

6.21.3.1.4: A unit member who chooses not to join the Program in the first year of his/her eligibility, or who fails to make a required contribution (see Section 6.21.3.1.5), must wait until the next contribution period (see Section 6.21.3.1.2) to join the Program.

6.21.3.1.5 A contribution of at least one (1) additional day shall be required of each Program participant if the number of days in the Program drops below the number that is fifty percent (50%) of the number of unit members participating in the Program.

a. The member may, within thirty (30) calendar days of notice of an additional required contribution, either contribute or cancel his/her participation in the Program.

b. If a mid-year contribution is required and a current participant does not have any Personal Necessity days remaining, the member may contribute a sick day.

6.21.3.2: **Withdrawal of Days**

6.21.3.2.1: To apply for a withdrawal of days from the Program:

a. The Unit member shall have suffered a severe, incapacitating illness or injury which is defined as an illness or injury that is expected to be for an expected period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.

b. The time off work must create a financial hardship for the unit member because he/she has exhausted all paid leave for illness or injury (e.g. personal sick leave, extended sick leave, etc.).

6.21.3.2.2: No unit member may utilize any Catastrophic Leave benefit unless he/she has previously contributed to the Program. There shall be a forty-five (45) calendar day waiting period between a unit member's donation of Catastrophic Leave credit(s), and his/her utilization of Catastrophic Leave credits.

6.21.3.2.3: Application shall be made by the unit member when it becomes apparent that Catastrophic Leave may be needed.

6.21.3.2.4: Family members may apply for Catastrophic Leave on behalf of the unit member.

6.21.3.2.5: If no Catastrophic Leave days are available in the Program, the District has no obligation to provide leave.

6.21.3.2.6: Leave is granted for up to thirty (30) work days at a time, to a maximum of ninety (90) work days per catastrophic illness or injury.

6.21.3.3: **Administration of the Program**

6.21.3.3.1: A Joint Association-District Committee ("Joint Committee") comprised of two (2) representatives of each party must determine and certify that the unit member is eligible for Catastrophic Leave, and is unable to work due to the severity of that personal illness or injury based upon adequate proof of illness or injury. The Association representatives shall be participants in the Program.

6.21.3.3.2: The Joint Committee is responsible for maintaining the records of the

Program, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and the District.

6.21.3.3.3: The Joint Committee shall make recommendations for continuation or termination of the Program to the District and the Association based on number of credits donated in a year, use of benefits by unit members and credits remaining in the Program.

6.21.3.3.4: The District and the Association shall instruct their appointees to the Joint Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits. However, there shall be no liability or recourse if this confidentiality is not maintained.

6.21.3.3.5: If the program is terminated, any unused sick leave credits in the Program shall be returned on a proportionate basis to Program participants currently employed by the District who did not utilize Catastrophic Leave benefits.

ARTICLE 7
REASSIGNMENT AND TRANSFER

7.1: All unit members covered under this Agreement are employees of the District and not of one particular school, division or department. The Superintendent and/or administrative staff has the prerogative of assigning, reassigning and transferring unit members in accordance with the provisions of this Agreement.

7.2: It is recognized that it may be necessary to assign, reassign or transfer unit members to service on more than one (1) campus.

7.3: ***Definition of Terms***

7.3.1: Vacancy: an unfilled certificated position.

7.3.2: Assignment: initial placement of a unit member in a position in a school site(s) and department(s) and the continuing placement of a unit member in that position from semester to semester.

7.3.3: Reassignment: placement of a certificated unit member in a position within the same school differing from the unit member's existing position.

7.3.4: Transfer: relocation (school-to-school) of a certificated unit member.

7.3.5: Day: any day the District office is open for business.

7.3.6: Position: the regular teaching assignment of the certificated unit member; does not include any responsibilities for which extra duty compensation is provided (i.e. department chairperson, coaches).

7.3.7: Surplus teacher: when more teachers are currently employed at a site than are required to meet existing or projected enrollment and program needs.

7.4: ***Assignment, Reassignment and Transfer - General***

7.4.1: ***Open listing.*** A list of all known vacant positions for the succeeding school year for certificated personnel shall be maintained in the Human Resources Division. This list shall be kept current as openings become known and shall be transmitted to the president of the Association of Pleasanton Teachers as vacancies occur. The list shall also be available to unit members upon request. As vacancies occur after March 10, they shall be posted in a conspicuous place in each school building with deadline dates for making application. The deadline dates shall not be less than five (5) working days after the date of posting. No assignment shall be filled or committed until after the closing date. The posting of each vacancy shall include required credential authorization and certifications such as CLAD, based upon program need.

7.4.2: Unit members in the District with appropriate experience and qualifications who express an interest, in writing, shall receive first consideration in filling a vacancy. In the event two (2) or more equally qualified unit members apply for this vacancy, upon request those not selected will receive in writing the reasons why he/she were not selected.

7.4.3: Mutual agreement between parties should be of concern in all cases of assignment. A unit member's preference shall be considered whenever possible.

7.4.4: The administrative staff shall make a clear declaration of intention as to assignment and school when a contract is issued to new teachers. Returning teachers shall be notified by June 1 of their assignments, (school, grade level and/or subjects) for the coming year. Assignments shall not be made after this date except by mutual agreement or upon good cause. "Good cause" shall include, but not be limited to, resignations, changes in enrollment and program changes.

7.4.4.1: The Senior Director of Pupil Services will arrange a meeting with the psychologists prior to May 15 to discuss staffing for the following year. A District-initiated transfer shall be based upon, not necessarily in the following order of importance: seniority in the District, program needs (including type of case load), student needs, student welfare, and unit members' welfare. Psychologists shall be notified of their assignments prior to June 1.

7.4.4.2: If the assignment for the psychologist must be changed before the start of the school year, a meeting will be held with the unit member prior to August 20 to discuss the change. The needs of the employee will be considered.

7.4.5: The District shall give consideration to the fact that a unit member has been working a split assignment in filling assignments which are not split, with the understanding that this is but one of the factors the District will consider, and not necessarily the most important.

7.4.6: Prior to posting vacancies, internal school site reassignments can be initiated by the principal.

7.4.7: If the days/hours of a permanent part-time employee are to be changed, the supervisor shall provide the employee with a minimum of two (2) weeks' notice of the proposed change. The needs of the employee will be considered.

7.5: ***Employee-Initiated Transfers and Reassignments***

7.5.1: The unit member shall discuss the desired change with his/her immediate supervisor or principal. In those instances where the request is such that the

problem cannot first be discussed as indicated, direct contact may be made with the Assistant Superintendent, Human Resources.

7.5.2: The unit member shall make his/her interest officially known by submitting to the Human Resources Division a Request for Transfer form (see Exhibit D). This form shall be submitted prior to February 15. Information in the form may include reasons for seeking the requested transfer and the type of opening desired.

7.5.3: The principals, immediate supervisors, and Assistant Superintendent, Human Resources, shall review the requests. The principal or immediate supervisor shall hold the interview, if necessary, and make recommendations to the Assistant Superintendent.

7.5.4: Unit members shall be notified regarding the status of their requests by affected Administrators no later than March 1. Official notice of all approved transfers shall be given by the Human Resources Division by March 15.

7.5.5: An employee-initiated request shall be based upon, not necessarily in the following order of importance: seniority in the District, program needs including school and student needs, appropriate credential, academic preparation including major and minor, and pupil and teacher welfare. All of the other foregoing criteria being substantially equal, transfer shall be made on the basis of seniority.

7.5.6: The teacher who is denied a transfer/reassignment may request, and shall be granted, a meeting with the administration to discuss the issue. If a request is denied, the teacher shall be given, upon request, written rationale for the denial. The teacher shall have the right to representation of his/her choice at this meeting.

7.5.7: The District shall give consideration to the fact that a unit member has been working a split assignment in filling assignments which are not split, with the understanding that this is but one of the factors the District will consider, and not necessarily the most important.

7.6: ***District-Initiated Reassignment (K-5)***

7.6.1: Subject to the approval of the Board of Trustees, the Assistant Superintendent may reassign unit members as soon as possible when such changes are in the best interest of the District. Reasons for reassignment would include those related to pupil or unit member welfare, enrollment changes, budgetary adjustments and changes in the instructional programs.

7.6.2: The teacher to be reassigned shall have the right to indicate preferences from a current list of vacancies and shall be given first consideration.

7.6.3: No vacancies shall be filled by means of an involuntary reassignment prior to giving consideration to filling the vacancy with a qualified volunteer.

7.6.4: No later than May 15, the administration shall discuss at a meeting with the staff of each school the proposed staffing allocation for the subsequent year. Staffing allocation means the number of teachers tentatively allocated to the school for the subsequent school year.

7.6.4.1: A written copy of the aforementioned staffing allocation, including a list of known vacancies, shall be distributed with the agenda or distributed at the meeting.

7.6.4.2: Staff members shall be given an opportunity to volunteer for reassignment. If a staff member volunteers, the voluntary reassignment procedures shall apply.

7.6.5: An involuntary reassignment shall be based upon, not necessarily in the following order of importance: seniority in the District, program needs including school and student needs, appropriate credential, academic preparation including major and minor, and pupil and teacher welfare. All of the other foregoing criteria being substantially equal, reassignment shall be made on the basis of seniority (i.e. the least senior teacher shall be the one reassigned).

7.6.6: Notice of involuntary reassignment for the following school year shall be given to teachers as soon as possible, and not later than June 6, except when good cause or mutual agreement to waive the deadline exists.

7.6.7: A District-initiated reassignment shall take place only after a meeting between the teacher and principal. The teacher shall have the right to representation of his/her choice and shall be notified of the reasons for the reassignment.

7.6.8: If a K-5 teacher is reassigned by the District to a split grade, and the split assignment is not necessary due to changes in enrollment, that teacher shall (for the following year) be considered a member of the grade level taught before the reassignment. If an excess of teachers exists in that grade level, then paragraph 7.6.5 shall apply.

7.7: ***District-Initiated Transfer (K-5)***

When the District determines that a teacher surplus exists at a site, the least senior teacher at the site, with the appropriate credential, shall be transferred. This shall not apply in the case of a unit member assigned to a District-wide program (e.g. Special Education).

If no one at that site has the appropriate credential, the District first will transfer the least senior appropriately credentialed unit member from within the District and then transfer the least senior surplus unit member to the newly created position.

7.7.1: When a District-initiated transfer occurs due to elimination of a position, and when subsequently a vacancy occurs at the school from which the unit member was transferred by the District, the unit member shall be given first consideration

when filling this vacancy.

7.7.2: No vacancies shall be filled by means of a District-initiated transfer without giving consideration to a qualified volunteer (section 7.5).

7.8: ***District-Initiated Reassignment (6-12)***

7.8.1: At the high school level, when the allocations of periods of teaching in each department have been determined, the principal will direct each department chairperson to work with the departmental personnel to make a proposed departmental schedule for the next semester.

7.8.1.1: When the proposed master schedule results in the reassignment of a teacher from one department to another, then the principal shall meet with the teacher being reassigned for providing the reasons for the reassignment and giving the teacher an opportunity to suggest possible alternatives for the principal's consideration.

7.8.2: At grades six (6) to eight (8), no later than May 15, the administration shall discuss at a meeting with the staff of each school the proposed staffing allocation for the subsequent year. Staffing allocation means the number of teachers tentatively allocated to the school for the subsequent school year.

7.8.2.1: A written copy of the aforementioned staffing allocation, including a list of known vacancies, shall be distributed with the agenda or distributed at the meeting.

7.8.2.2: Staff members shall be given an opportunity to volunteer for reassignment. If a staff member volunteers, the voluntary transfer procedure shall apply.

7.8.3: Mutual agreement between parties shall be of concern in all cases of reassignment. A unit member's preference shall be considered.

7.9: ***District-Initiated Transfer (6-12)***

7.9.1: Subject to the approval of the Board of Trustees, the Superintendent or his/her designee may transfer unit members. Reasons for transfer would include those related to pupil or unit member welfare, enrollment changes, budgetary adjustments and changes in the instructional program.

7.9.2: The teacher to be transferred shall have the right to indicate preferences from a current list of vacancies and shall be given first consideration.

7.9.3: No vacancies shall be filled by means of an involuntary transfer without giving consideration to a qualified volunteer.

7.9.4: An involuntary transfer shall be based upon consideration of the following criteria:

- program needs (including school and student needs)
- appropriate credentials
- academic preparation (including major and minor)
- seniority in the District
- pupil and teacher welfare.

7.9.5: Notice of involuntary transfer for the following school year shall be given to unit members as soon as possible and not later than five (5) working days prior to the end of the school calendar, except when mutual agreement to waive the deadline exists.

7.9.6: When an involuntary transfer occurs due to elimination of a position, and when subsequently a vacancy occurs at the school from which the unit member was transferred, the unit member shall be given first consideration when filling this vacancy.

7.9.7: Involuntary transfers shall not be made for punitive or disciplinary reasons.

7.9.8: The administrator initiating the transfer shall arrange a conference with the teacher and discuss the reasons for considering the transfer.

7.9.9: Any teacher involuntarily transferred shall not be similarly transferred for a minimum of three (3) years unless there are circumstances such as declining enrollment.

7.9.10: It is recognized that it may be necessary to transfer unit members to service on more than one (1) campus. Such transfers shall occur only after principals and/or immediate supervisors, Assistant Superintendent, Human Resources, unit member and representative of the exclusive bargaining agent (if desired by unit member) have met and reviewed the reasons for such assignment to meet the educational needs of the District, unless requirement of such meeting is waived by the unit member.

ARTICLE 8
ASSESSMENT AND PROFESSIONAL DEVELOPMENT

8.1: ***General Provisions***

8.1.1: The process of assessment and professional development is ongoing, and requires understanding and commitment by all involved. The process is based upon:

a. For teachers: a Developmental Continuum of Teacher Development which has been aligned with the California Standards for the Teaching Profession ("CSTP") (see Exhibit F-2a).

b. For psychologists: a Developmental Continuum of Psychologist Development (see Exhibit F-2b).

c. For counselors: a Developmental Continuum of Counselor Development (see Exhibit F-2c).

8.1.2: The goals are to improve instruction and/or provide student support and to maintain and exceed professional standards.

8.1.3: For unit members assigned to more than one (1) site, the primary evaluator shall be the principal/supervisor at the site where the unit member is assigned the greatest amount of time or by determination of Assistant Superintendent, Human Resources.

8.1.4: The evaluator for Psychologists shall be an administrator from Pupil/Special Services.

8.1.5: No formal observations shall be made on Halloween or the day immediately preceding winter and spring recess.

8.1.6: Unsubstantiated parent/pupil complaints shall not be a basis for formal assessment.

8.1.7: No permanent unit member shall be formally assessed during the first year following an involuntary transfer or reassignment.

8.1.8: A permanent unit member not being formally assessed who receives a Notice of Unprofessional Conduct (Education Code section 44938) by the District shall be assigned to "Administrative – Mandated" for the following school year if still employed by the District.

8.1.9: Administrators have the right to make "walk-throughs" which are mutually recognized as supervisorial and not evaluative in nature.

8.1.10: An assessment of "non-performing" shall mean a determination that the unit member is performing below the level of "Applying" on any of the domains set forth in the CSTP for a teacher, or other agreed upon continua of Professional Standards for other unit members.

8.1.11: Nothing in this Article shall limit the District's ability to release, non-reelect, or terminate in accordance with law.

8.1.12: No bargaining unit member shall be involved in the evaluation of another bargaining unit member.

8.1.13: Permanent unit members who meet the criteria set forth in 8.1.13.1 will qualify for initial placement in a four (4) year cycle of assessment. Such placement shall be made with the mutual consent of the unit member and the supervisor. (See Roll-Out Guidelines, Exhibit F-13.)

8.1.13.1: A multi-year cycle of assessment is available to any performing permanent unit member who has been employed by the District for at least ten (10) years and who meets specified criteria. Those criteria are:

- if the unit member occupies a position that is required to be filled by a "highly-qualified" professional, as defined in 20 U.S.C. section 7801 (NCLB); and

- whose last formal assessment rated the unit member as performing at the level of "Applying" (or above) in all domains of the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.1.13.2: If a unit member is placed in a Formal Assistance program during a multi-year cycle of assessment, he/she will be returned to annual assessments with the "Administrative – Mandated" option. This process of annual assessments shall continue for one (1) year after the unit member has received an assessment of "Applying" or better on all the domains set forth in the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.1.14: For all permanent unit members, one (1) year shall be designated the Formal Assessment Year and each other year in the employee's cycle shall be designated as a Year of Self-Assessment and Inquiry.

8.2: ***Options for Assessment and Professional Development in the Formal Assessment Year***

There are four (4) options for assessment and professional development in the Formal Assessment Year. Unless a unit member must be in "Administrative – Mandated," he/she may choose any of the remaining three (3) options.

8.2.1: The **"Administrative – Mandated"** option.

8.2.1.1: This option is required for all temporary unit members, all probationary unit members and permanent unit members determined by the District to be in need of Formal Assistance.

8.2.2: The **"Administrative – Choice"** option.

8.2.2.1: This option is available to any permanent unit member.

8.2.3: The **"Partner"** option.

8.2.3.1: This option is available to any permanent unit member.

8.2.4: The **"Portfolio"** option.

8.2.4.1: This option is available to any permanent unit member.

8.3: ***Procedures for "Administrative – Mandated" and "Administrative – Choice"***

8.3.1.: Formal classroom visitations and observations (date and length of visit) are to be logged by the evaluator on the "Observation Log."

- Exhibit F-3 "Administrative – Mandated" or choice of Exhibit F-3 or Exhibit F-4 "Administrative – Choice" for teachers;
- or choice of Exhibit F-3 or Exhibit F-9 "Administrative – Choice" for counselors/psychologists.

The evaluatee will review the log and may attach amendments when discrepancies are noticed. Informal visitations need not be recorded and logged.

8.3.1.1: Evaluatees ordinarily shall be observed no more than three (3) times prior to the prompt preparation and delivery of a Professional Evaluation Report, which shall be based upon the contents of the observation(s) - unless by mutual agreement of the primary evaluator and evaluatee.

- Exhibit F-7a (teacher), F-7b (psychologist) or F-7c (counselor) if the unit member is "Administrative – Mandated"; or
- choice of Exhibit F-7a or Exhibit F-8 "Administrative – Choice") for teachers; or
- choice of Exhibit F-7b or F-8 "Administrative Choice" for Psychologists; or

- choice of Exhibit F-7c or F-8 "Administrative Choice" for Counselors.

8.3.1.2: An evaluatee's first observation shall be preceded by a pre-observation conference between the evaluatee and the employee's evaluator. During the conference, date of first observation will be determined, lesson goals will be established, and lesson plans will be shared.

8.3.1.3: Each formal observation shall be followed by a conference.

8.3.2: Prior to the first formal observation in the Formal Assessment Year, each evaluatee shall meet with his/her evaluator and set forth in writing standards of performance for the evaluatee for that school year and with the understanding that there shall be periodic reviews of progress and may be modifications in objectives, in standards of performance and in procedures as conditions change.

8.3.2.1: In Administrative – Mandated, the evaluatee shall have the opportunity to participate in the setting of goals, objectives and standards of performance in the light of which he/she shall be assessed. In Administrative – Choice, the evaluatee will set an Area of Inquiry.

8.3.2.2: If an evaluatee does not agree with the evaluator as to the standards of performance, he/she shall have the right to appeal to the Superintendent. The final decision on required standards shall remain with the Board of Trustees or their duly authorized representatives.

8.3.2.3: A formal assessment of "non-performing" (performing below the level of "Applying" on any of the domains set forth in the CSTP for teachers, or below the level of "Applying" on any of the standards contained in other agreed-upon continua of Professional Standards for other unit members) shall be based upon not less than three (3) observations or classroom visitations.

8.3.3: In accordance with the following timetable, the unit member will receive a written draft copy of his/her assessment for the Formal Assessment Year.

- At least five (5) weeks prior to the end of the school year for permanent unit members in "Administrative – Choice."

- On or before February 15 for all temporary unit members, all probationary unit members, and all permanent unit members in "Administrative – Mandated."

8.3.3.1: Unless a request is made by the unit member within five (5) days to meet regarding the draft, it shall be the final assessment. If a meeting is requested, it shall be held to review the draft copy of the assessment with the unit member. The "Observation Log(s)" and other notes may be utilized at this meeting. A formal written assessment shall be completed and given to the unit member no later than May 15.

8.3.3.2: If a unit member does not agree with his/her assessment, he/she may appeal to the Superintendent.

8.4: ***Procedures for the Partner Option***

8.4.1: ***Role of the Unit Member***

8.4.1.1: Prepare a written draft of the selected Area of Inquiry and attend initial meeting (this draft may also be prepared collaboratively by the unit member and the administrator or by the administrator after conferring with the unit member).

8.4.1.2: Participate in three (3) pre-conferences, three (3) observations and three (3) post-conferences with Partner according to the established timeline.

8.4.1.3: Complete pre- and post-conference forms (Exhibit F-5 for teachers, Exhibit F-10 for counselors/psychologists) for each of the three (3) observation cycles and give them to the Administrator within seven (7) days after each observation.

8.4.1.4: Prepare a final evaluation (Exhibit F-8) and attend summative meeting.

8.4.2: ***Role of the Administrator***

8.4.2.1: Schedule and attend the initial meeting to finalize the draft of the Area of Inquiry.

8.4.2.2: Receive and respond to pre- and post-conference forms from Partners according to the established timeline.

8.4.2.3: Prepare comments for a final evaluation and schedule/attend summative conference.

8.4.2.4: Send copy of Area of Inquiry and a final evaluation to the Human Resources Department for placement in the unit member's file.

8.5: *Procedures for the Portfolio Option*

8.5.1: *Role of the Unit Member*

8.5.1.1: Prepare a written draft of the selected Area of Inquiry and attend initial meeting with administrator (this draft may also be prepared collaboratively by the unit member and the administrator or by the administrator after conferring with the unit member).

8.5.1.2: Make first selection for the Portfolio and write a reflection (Exhibit F-6 for all unit members).

8.5.1.3: Attend the optional group meeting to share first selection for the Portfolio and the reflection.

8.5.1.4: Make three (3) other selections for the Portfolio and write corresponding reflections.

- One of the last two selections is generated through collaboration with the Administrator.
- This collaboration includes a pre- and post-discussion and an observation in the classroom or work station.
- Based on the selection/data gathered in support of the Area of Inquiry during the observation, write the reflection with the administrator at the post conference.

8.5.1.5: Prepare final evaluation (Exhibit F-8) and attend summative meeting.

8.5.2: *Role of the Administrator*

8.5.2.1: Schedule and attend initial meeting and finalize the draft of the Area of Inquiry.

8.5.2.2: Schedule and attend group meeting in the first quarter according to the established timeline. The purpose of this meeting is for participating unit members to present and discuss (as a group) their first selections and corresponding reflections.

8.5.2.3: Collaborate with participating unit members to generate one of the selections for the Portfolio. Write the reflection with the unit member at the post conference.

8.5.2.4: Prepare comments for a final evaluation and schedule/attend a summative conference.

8.5.2.5: Send copy of Area of Inquiry and a final evaluation to the Human Resources Department for placement in the unit member's file.

8.6 *Procedures for a Year of Self-Assessment and Inquiry*

8.6.1: *Role of Unit Member*

8.6.1.1: Develop an Area of Inquiry and schedule a meeting, during the first weeks of school, with the Administrator to discuss.

8.6.1.2: Identify areas of desired support and comments to Administrator for consideration.

8.6.1.3: Schedule a meeting with the Administrator prior to the last three (3) weeks of school to discuss the self-assessment and inquiry.

8.6.2: *Role of Administrator*

8.6.2.1: Meet with unit member, as scheduled, to collaborate on the selected Area of Inquiry and discuss ways to support the unit member.

8.7: *Procedures for Pre-Assistance*

8.7.1: A unit member who has been determined by the District to be at risk for receiving an assessment of "non-performing" (performing below the level of "Applying" on any of the domains set forth in the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members) shall be placed on a program of Pre-Assistance (Exhibit F-11).

8.7.2: This program shall be for ten (10) weeks. The Administrator will give a written notice to the unit member that shall typically include:

8.7.2.1: A statement of the problem in relationship to the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.7.2.2: A statement of the desired behavior in relationship to the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.7.2.3: Dates that the problem has occurred.

8.7.2.4: The unit member shall be provided with written suggestions for correcting the deficiencies and a listing of the assistance that will be given to the unit member.

8.7.3: If the deficiencies are corrected, the unit member shall be permitted to return to the assessment option of choice as though he/she had never been in a Pre-Assistance program. In such case, no formal record shall be made of the program of Pre-Assistance.

8.8: ***Procedures for Formal Assistance***

8.8.1: If, after ten (10) weeks in the program of Pre-Assistance, the unit member has not remediated his/her deficiencies, he/she shall be placed on a "Formal Assistance Program" (Exhibit F-11).

8.8.2: The "Formal Assistance Program" shall be for at least ten (10) weeks and may be extended at the discretion of the District.

8.8.3: The "Formal Assistance Program" shall typically include such components as:

8.8.3.1: A statement of the problem and existing conditions in relationship to the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.8.3.2: Specific objective(s) for the unit member in relationship to the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.8.3.3: Methods and resources which the unit member may use to remedy the problem and meet the CSTP for teachers, or other agreed upon continua of Professional Standards for other unit members.

8.8.3.4: Specific guidance and assistance that will be offered to the unit member.

8.9: ***Program Review***

Either party may request a meeting at any time to review the implementation of this Article and to propose changes to improve its effectiveness.

ARTICLE 9
CLASS SIZE

9.1: ***Staffing***

The number of teachers required, District-wide, shall be determined by dividing the District's enrollment projection for the coming year, at P-2 of the preceding year, by the appropriate number listed in sections 9.1.2, 9.1.3, or 9.1.4 below.

9.1.1: The average does not include special education, speech, librarians and specialists.

9.1.2: The District will staff at the TK-5 level, in such a manner that the average class size shall not exceed:

Grade TK	24*
Grades K-3	24*
Grades 4-5	31

*TK-3 staffing ratio/class size: The District will staff TK-3 classrooms according to the student to adult ratio established by state law to be eligible for TK-3 Grade Span Adjustment Funding and/or TK Add-on Funding under the Local Control Funding Formula (LCFF). The parties agree to bargain any negotiable impacts arising out of a change in the law or funding for TK-3 class size.

9.1.3: The District will staff at grades six (6) through eight (8) on a ratio of 26:1 on a District-wide basis.

9.1.3.1: This ratio shall not apply to any 6th grade class which is not maintained at a six (6) through eight (8) middle school. The ratio for such sixth grades shall be as set forth for grades four (4) through five (5) in section 9.1.2.

9.1.4: The District will staff at grades nine (9) through twelve (12) on a ratio of 27:1 on a District-wide basis.

9.1.5: The counseling staffing ratio for each comprehensive high school shall be 450:1, for each middle school 475:1, and for each elementary school 625:1. There shall be 1.0 FTE head counselor at each comprehensive high school and each middle school. The remaining counselors at a school will be scheduled by the principal in a configuration that best fits the educational program of the school**.** Educational Options programs counselor FTE will be calculated based on the lowest ratio above, exclusive of dual-enrollment students.

9.1.5.1 The District will staff each elementary school with a 1.0 FTE counselor so long as the total student enrollment at that school is at least 400. The 1.0 FTE counselor will remain at a school that drops below total student enrollment of 400 during that school year. If the District contemplates allocating less than 1.0 FTE elementary school counselor to that school the following school year, it shall notify APT of such plan by March 15 and meet and negotiate over the elementary counseling staffing allocation at that school. If an elementary school staffed with less than a 1.0 FTE counselor reaches 400 or more total student enrollment during that year, the elementary counselor position at that school shall be increased to 1.0 FTE for the remainder of that year. The District shall notify APT within five (5) work days of the school reaching 400 or more student enrollment and shall meet and confer with APT to discuss how the FTE will be increased.

9.1.6: The District will staff each comprehensive high school with one (1) librarian.

9.1.7: The District shall fund not less than 15 FTE psychologist positions. Notwithstanding this funding guarantee, the District shall have no obligation to replace any person employed as a psychologist who departs District service.

9.1.8: The District will staff nurses at a ratio of 1.0 FTE nurse for every 3000 students enrolled in the district.

9.1.9: Speech Language Pathology caseloads set forth below:

a. Speech and Language Pathologists 50 inclusive of 5 reserved RTI cases
b. Speech and Language Pathologists Early Childhood 40 inclusive of 5 reserved RTI cases

Case load shall be measured in terms of equivalencies as follows:

a. Speech with Augmentative and Alternative Communication (AAC) services = 2.0*
b. 45 minutes per week of SLP push-in services to each SDC** = 1.0

* Applies to each student to whom an SLP provides speech and AAC services per the IEP (e.g. 4 students = 8.0 on caseload)
** Applies to each SDC classroom for which an SLP provides push-in services (e.g. 4 SDC classes = 4.0 on caseload)

Within the first two weeks of school, a full day of training will be provided which will include: Legal and compliance updates, templates, technology training and AAC training.

9.1.10: The District will review each of the above staffing ratios prior to October 1 of each school year. If necessary, additional unit members will be hired and/or transferred/ reassigned pursuant to Article 7 to conform to the ratios above.

9.2: ***Maximum Class Size***

9.2.1: When an individual class surpasses the student maximums set forth below, the teacher and the principal shall meet within fifteen (15) working days to review the class situation.

Grade TK	24*
Grades K-3	24
Grades 4-5	31
Grades 6-8	34
Grades 9-12	36

*The maximum class size and ratios for TK classrooms shall be according to state law.

9.2.1.1: Class size reduction: When the district is participating in a state or federal class size reduction program, reducing the class size for specific grades, the reduced class size for each grade level will be used as the maximum for that grade level and will replace the corresponding maximum listed in 9.2.1, if adequate funding is provided.

9.2.1.2: Each special education student at the elementary level who is eligible for mainstream opportunities per their IEP shall be assigned to a general education classroom roster not to exceed the maximums outlined in 9.2.1.

This model will be phased in per the following timeline:

Grades TK-K	2024-2025
Grade 1	2025-2026
Grade 2	2026-2027

Grade 3	2027-2028
Grade 4	2028-2029
Grade 5	2029-2030

9.2.2: Should a class roster exceed the class size cap the teacher shall receive twenty dollars ($20) per day for each student over the cap, effective July 1, 2024.

9.2.3: The above class maximums do not apply to:

9.2.3.1: Traditionally large classes. These include, but are not limited to: band, chorus and physical education.

9.2.3.1.1: In grades six (6) through eight (8), however:

- a physical education class shall not exceed fifty-five (55) students without the consent of the teacher, after consultation with the APT President (or designee);
- band and chorus shall not exceed fifty-nine (59) students without the consent of the teacher, after consultation with the APT President (or designee)

9.2.3.1.2: In grades nine (9) through twelve (12), however:

- a physical education class shall not exceed fifty-nine (59) students without the consent of the teacher, after consultation with the APT President (or designee);
- band and chorus shall not exceed sixty-nine (69) students without the consent of the teacher, after consultation with the APT President (or designee)

9.2.3.2: Preparation period specialists for class size reduction grade levels. These classes shall not exceed forty (40) students. If enrollment exceeds forty (40), the provisions of paragraph 9.2.2 shall apply (except the required meeting shall occur within ten (10) working days). The Association shall be notified so that assistance may be provided to the affected teacher.

9.2.3.3 Notwithstanding section 9.2.3.2 above, the District will schedule P.E. and Music Specialists on a 1:1 basis subject to the following conditions:

9.2.3.3.1 Section 9.2.3.3 shall be implemented only upon voter approval of extension of Proposition 30 revenue for school Districts via passage of Proposition 55 in the November 2016 election and actual receipt of such funds by the District. If Proposition 55 does not pass, and/or if for any reason the District does not receive the funds anticipated, section 9.2.3.3 and all subsections shall automatically be null and void, in which case section 9.2.3.2 shall apply.

9.2.3.3.2 Section 9.2.3.3 shall be implemented beginning with the 2017-2018 school year and continue for the term of the negotiated Agreement through the 2018-2019 school year. Upon expiration of the Agreement on June 30, 2019, section 9.2.3.3 and all subsections shall automatically be null and void and the status quo shall revert to the provisions of section 9.2.3.2 of the Agreement unless the parties negotiate a written agreement

to the contrary.

9.2.4: Up to two (2) days' release time shall be provided, at the discretion of the supervisor and with notification to APT, to teachers whose assignments/classrooms/sites are changed due to changes in staff size.

9.2.5: If funds specifically earmarked for class size reduction become available, either from the State or as a result of local elections, the Association and the District agree to reopen negotiations on the impact of a District decision to implement such class size reduction.

9.3: ***Special Education***

9.3.1 If a Special Education unit member has concerns with their assigned caseload, the unit member and the site/program administrator will collaborate regarding their caseload and Special Education resources within 10 days of the reported concern.

9.3.2 Assessments: If a special education unit member has concerns regarding the quantity of initial assessments assigned to them in a school year, the unit member and the site/program administrator will collaborate regarding their assessment load within 10 days of the reported concern.

ARTICLE 10
HEALTH AND WELFARE BENEFITS

10.1: The District shall maintain an IRC 125 plan for the benefit of unit members. The Association shall determine the core program.

10.1.1: The District has established, and shall maintain, a Benefits Advisory Committee. This Committee shall be an advisory group established for the purpose of receiving current information related to benefits, and providing employee input on matters related to employee benefits (including, but not limited to, medical and dental benefits, 403(b) plans, etc.). The Committee shall include members of the Association, as appointed by the Association. This Committee shall meet on a regular, scheduled basis during the school year.

10.2: The District shall identify and subsequently monitor each Pleasanton Joint Elementary and Amador Valley Joint Union High School teacher who was employed for the full 1987-88 academic year (who is now an employee of the Pleasanton Unified School District) and who was originally hired with their fringe benefits commencing with their first October paycheck. When such an employee subsequently severs employment, the District shall pay the cost for continuing to provide the employee's existing core medical and dental benefits for a period of three (3) months. The Association and the District shall develop a list of eligible employees and develop a personnel document to be used by the parties as a tracking procedure for future benefit payment.

10.3: ***Transition Coverage***

10.3.1: Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to eighteen (18) months.

10.3.2: In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.

10.3.3: All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administration.

10.3.4: The benefits provided pursuant to sections 12.2.2 are the core package of medical and dental coverage.

10.4: ***Contribution To Coverage***

Effective July 1, 2022, the District will contribute to Unit Member CalPERS health benefits according to the following schedule: to a maximum of $5,000.00, which includes all CalPERS required contributions, for any member participating in the CalPERS health benefits effective July 1, 2022 prorated by FTE and by timing of the election of benefits.

Effective January 1, 2024, the District will contribute annually to participating Unit Members' CalPERS health benefits to a maximum of $12,256 prorated by FTE and by timing of the election of benefits. This benefit may be applied to any available CalPERS health plan.

Effective January 1, 2025, if a unit member elects to participate in the District health care (medical) plan, the unit member may apply the District's maximum contribution of $13,354.80 prorated by FTE and by timing of the election of benefits towards the District health, dental, and/or vision plans.

10.4.1: To the extent the insurance provider permits, Unit Members who are covered under the same family medical plan, may elect to combine contributions toward medical benefits on the primary medical insurance user's paycheck so the pre-tax contribution may be applied toward the family medical

insurance plan. For example, if Employee A and Employee B are married and are both covered under one family medical insurance plan purchased through the District by Employee A, the District Contribution Toward Medical Benefits for Employee A shall be two times the District contribution, and the District contribution for Employee B shall be zero.

10.4.2: For members choosing not to purchase health insurance through the District, the District will pay an annual cash-in-lieu contribution toward a medical plan according to the following schedule:

10.4.2.1: Effective July 1, 2022 through June 30, 2023, the District will provide a cash-in-lieu contribution of $1500 for any member not participating in the CalPERS Health Benefits program prorated by FTE, hire date, termination date, and date of election of benefits.

10.4.2.2: Effective July 1, 2023, the District will provide an annual cash-in-lieu contribution of $2000 for any member not participating in the CalPERS Health Benefits program prorated by FTE, hire date, termination date, and date of election of benefits.

10.4.2.3: Effective July 1, 2025, the District will provide an annual cash-in-lieu contribution of $2000 for any member not participating in the District Health Benefits program prorated by FTE, hire date, termination date, and date of election of benefits.

ARTICLE 11
SALARIES

11.1: Each person employed in the bargaining unit shall be compensated in accordance with his/her placement on the Certificated Salary Schedule which is attached and incorporated by reference as Exhibit A.

For the 2022-2023 school year, in the event that an agreement is reached prior to July 1, 2022, the parties agree to a three and one fourth percent on-schedule increase to certificated bargaining unit salary schedule effective July 1, 2022,

- An additional 0.25% will be added to the on-schedule increase if Article 12.2.3 is temporarily suspended according to the terms of the PARS MOU 2022

For the 2023-2024 school year, all certificated bargaining unit salary schedules will be increased by ten percent (10.0%) as follows: four and one-half percent (4.50%) effective July 1, 2023, five percent (5.00%) effective January 1, 2024, and one-half percent (0.50%) effective May 1, 2024.

For the 2024-2025 school year, all certificated bargaining unit salary schedules will be increased by 1.0% effective July 1, 2024.

All increases in 11.1 apply to base salary compensation only.

11.2: Should the District determine to offer the service, the following stipends shall be paid:

11.2.1: High school stipends for extra duty assignments in accordance with Exhibit E.

11.2.2: The stipends set forth in the footnotes of the salary schedule (Exhibit A-1) shall be paid to any unit member with the credentials/certificates and positions listed. In addition:

11.2.2.1: Authorized by one (1) of the following credentials or certificates:

Nurse credential or certification (effective 7/1/16). Credit for private nursing experience: Commencing 7/1/16, all nurses employed on or after 7/1/16 will be evaluated and placed on the salary schedule according to the service credit allowance specified on the Certificated Salary Schedule Exhibit A-1 footnotes for previous teaching experience and/or private nursing experience which required a professional nursing license.

11.2.2.2: The District wishes to support such teachers. As a result, any teacher who is awarded National Board Certification shall be entitled to receive, as a one-time payment, the sum of Five Hundred Dollars ($500.00).This payment is in addition to the on-going stipend set forth on the Certificated Salary Schedule Exhibit A-1 footnotes.

11.2.2.3: Adjustments made to stipends in March 2024 set forth on the Certificated Salary Schedule Exhibit A-1 footnotes shall be effective July 1, 2023.

11.2.3: At the principal's discretion, a grade PK-12 counselor may work up to ten (10) days beyond the regularly scheduled work year. Extra pay shall be per diem for days worked in excess of the regularly scheduled teacher work year. These days are in addition to those set forth in 11.12.2.4.

11.2.4: At the Director of Special Education/Pupil Services' discretion, a psychologist may work up to fifteen (15) days beyond the regularly scheduled work year. Extra pay shall be per diem for days worked in excess of the regularly scheduled teacher work year.

11.2.5: With the exception of the Masters Degree and Doctorate stipends, a stipend shall be prorated if the unit member serves less than full-time in the position.

11.3: Unit members are to be placed on the appropriate current salary schedule according to the provisions in effect at the time of placement, their training, experience and length of service.

11.3.1: Effective July 1, 2024, existing members hired before July 1, 2022 who provide the District with verification of previous professional experience (not already credited) will be advanced on the salary schedule so as to reflect those years of experience (up to the maximum years allotted to new members: see Exhibit A-1) and be placed on the appropriate step of the 2024-2025 salary Schedule upon ratification of the 2023-2024 CBA.

- The District and APT will develop an MOU to outline the process for existing bargaining unit members to request out-of-district previous professional service credit experience they have not already received up to the maximum allocated to new members.

11.4: Unit members shall be paid in accordance with their placement on the District's salary schedule.

11.5: For the purpose of proper placement on a salary schedule, each unit member shall submit to the District, for its files, verification of training and experience.

11.6: Unit members serving in certificated positions requiring credentials other than supervisory or administrative shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience.

11.6.1: Unit members shall not be placed in different classifications on the schedule nor paid different salaries solely on the basis of respective grade levels in which such unit members serve.

11.6.2: **Psychologist Salary Schedule/Work Year**

a. Effective commencing with the 2017-2018 school year.
b. Work year is 190 days.
c. Placement on schedule is for years of service in PUSD only (no incoming experience).
d. Six Step Schedule (see Exhibit A-2):
    1. $89,879
    2. $92,432
    3. $95,004
    4. $98,608
    5. $101,908
    6. $108,726
e. When the Certificated Salary Schedule (Exhibit A-1) increases by a given percentage, the Psychologist salaries listed in 11.6.2 d, above, will increase by the same percentage (Exhibit A-2).

11.7: Classification and placement of unit members on the certificated salary schedule is the responsibility of the Assistant Superintendent, Human Resources.

11.8: All course work units presented for classification on the schedule must be semester units or equivalent, continuing education units (CEU), professional education units (PEDU), community college units, and upper division or graduate units (MOU dated 5/15/23 retro to the 2022-2023 school year) verified by official records of accredited colleges or universities. Unless authorized by the Assistant Superintendent, Human Resources, only upper division and graduate units from an accredited college or university shall be acceptable for professional development on the schedule. Course work must be taken on the unit member's time and at the unit member's expense.

11.8.1: With pre-approval by the immediate supervisor using the Proposed Course Work for Salary Credit form in addition to, Community College, Continuing Education Units (CEU), and Professional Education Units (PEDU) courses paid for by the employee and taken to obtain an authorization or certification required by the district may be counted for salary credit. Examples include:

a. CLAD/EL authorization - courses designed to obtain the Cross-Cultural Language and Academic Development/English Learners
b. Permits needed to fill specific positions identified by the district or site administrator
c. CSET preparation - courses focused on preparation for the California Subject Examination for Teachers exam.

(MOU dated 5/15/23 retro to the 2022-2023 school year)

11.9: All course work units taken for salary credit after initial employment shall meet one (1) of the following criteria:

11.9.1: Course work directly related to the unit member's present or foreseeable future teaching assignment in this District.

11.9.2: Course work that clearly increases the unit member's value to this District.

11.9.3: Course work that meets the professional growth requirements of the unit member as agreed to by the unit member and the professional growth advisor.

11.10: After initial salary schedule placement of a new unit member, course work for salary credit shall receive prior approval from the Assistant Superintendent, Human Resources.

11.10.1: If the Assistant Superintendent, Human Resources, questions the acceptance of the courses requested, the unit member may use the Salary Schedule Placement Review Committee (SSPRC) to review the request. The SSPRC shall be comprised of two (2) teachers appointed by APT and one (1) administrator appointed by the District. The decision of the SSPRC shall be final regarding all issues pertaining to sections 11.9 and 11.10.

11.10.2: If a desired course does not have a specific course description, the unit member shall prepare a self-developed course description that accurately describes the course. That course description shall be assessed to determine if the course meets the criteria set forth in section 11.9. Not more than fifteen (15) units of credit may be earned through this type of course.

11.11: Itinerant teachers shall be reimbursed for mileage driven on school business (other than mileage from home to school and back) at the rate paid to administrators who drive their own vehicles on school business, if the District has established such a rate; otherwise, the rate shall be that allowed by the IRS.

11.12: Department Chairpersons

11.12.1: **Comprehensive High Schools**

11.12.1.1: The annual remuneration for high school department chairpersons shall be three and six-tenths percent (3.6%) of Alternate Column 1, Step 1 (less Seven Thousand Nine Hundred Ninety-Five Dollars [$7,995]) of the Certificated Salary Schedule plus seventeen one-hundredths percent (0.17%) of Alternate Column 1, Step 1 (less Seven Thousand Nine Hundred Ninety-Five Dollars [$7,995]) for each section in the department (ROP sections excluded).

11.12.1.2: The following departments will have extra duty compensation for the department chairperson: English, World Language, Math, P.E., Science, Social Studies, Special Education, Career and Technical Education (Business, Consumer/Family, Industrial Technology, Vocational), and Visual/Performing Arts (Drama, Visual Arts, Music).

11.12.1.3: The principal, in consultation with department members, shall annually appoint department chairpersons.

11.12.2: **Middle Schools**

11.12.2.1: The annual remuneration for middle school department chairpersons shall be one and eight-tenths percent (1.8%) of Alternate Column 1, Step 1 (less Seven Thousand Nine Hundred Ninety-Five Dollars [$7,995]) of the certificated salary schedule, plus zero point zero eight-five percent (0.085%) of Alternate Column 1, Step 1 (less Seven Thousand Nine Hundred Ninety-Five Dollars [$7,995] of the Certificated Salary Schedule for each section in the department.

11.12.2.2: The following departments will have extra duty compensation for the department chairperson: English, World Language, Math, P.E., Science, Social Studies, Special Education, Career and Technical Education and Unified Arts (drama, visual arts, music, computers, business, consumer/family, etc.).

11.12.2.3: The principal, in consultation with department members, shall annually appoint department chairpersons.

11.12.2.4: The principal, in consultation with the counselors, shall annually appoint a Head Counselor.

- The Head Counselor shall have a work year of four (4) additional days.
- The principal, after consultation with the counselors, shall assign four (4) additional work days among the counselors.

11.13: Effective with units earned based on hours occurring on or after July 1, 2016, the District may provide up to forty-five (45) semester hours of unit credit toward placement on the Certificated Salary Schedule through staff development training provided by the District and/or other agencies preapproved by the District. Content, mode of conduct, and requirements and criteria for granting of such credit shall be at the discretion of the District.

11.14: The District shall pay members of the bargaining unit who are hourly employees (such as driver training instructors and summer school teachers) at the hourly rate noted on the salary schedule.

11.15: **Adult Education Hourly Rate**
Unit members who teach in the adult education program shall be paid at the certificated professional hourly rate irrespective of the number of hours worked.

11.16: **Instructional Time and Staff Development Reform Program**

11.16.1: **General Provisions**

11.16.1.1: For purposes of this Article, a day is defined as six (6) hours of qualifying staff development. (Does not include lunch or break time.)

11.16.1.2: Qualifying staff development means those activities:

- Defined in the guidelines promulgated by the State Department of Education for the Instructional Time and Staff Development Reform Program; and

- Meets District's educational priorities as defined by the governing board of the Pleasanton Unified School District.

11.16.2: **Mandatory Staff Development Days**

11.16.2.1: For the 2001/02 school year, and each subsequent school year thereafter, the three (3) mandatory staff development days will be structured and scheduled as follows:

- These days are full days which will be included in the District calendar format.
- The placement of the mandatory staff development days will be determined when the calendar is bargained.

11.16.2.2: A day is six (6) hours of staff development, excluding lunches and breaks.

11.16.3: **Voluntary Staff Development Days**

11.16.3.1: In addition to the one hundred eighty-five (185) day teacher work year, members of the bargaining unit shall also have the opportunity to participate in up to three (3) voluntary staff development days. A "participating" employee is a bargaining unit member who elects to receive pay pursuant to this Article and cannot apply the credits toward salary schedule movement. A day is six (6) hours of staff development, excluding lunches and breaks.

11.16.3.1.1: Of these three (3) days, pay shall only be credited for the first day after completing six (6) hours of training. The offerings/activities for these six (6) hours shall be approved by the District.

- Each unit member who completes the six (6) hours shall receive Three Hundred Dollars ($300.00).

11.16.3.1.2: The other two (2) days may be completed in increments of one (1) hour at a time. The offerings/activities for these hours shall be approved by the District.

- Each unit member who participates in the hourly staff development shall receive the professional hourly rate for each hour completed.

11.16.3.1.3: A total of 18 hours may be earned by attending three (3) complete voluntary staff development days.

11.16.3.1.4: All hours beyond the first six (6) hours of voluntary staff development, which are completed during the course of the school year may be turned in at any time on the District form. Hours may be submitted for compensation in blocks of six (6) except for hours submitted at the end of the school year. All hours shall be submitted no later than June 30 of the year in which they were completed.

11.17: **WASC Coordinator Compensation**

11.17.1: During the WASC visitation years and the year prior to the visit, the District will provide High School WASC Coordinators with the equivalent of one release periods per school for the duration of each school year.

11.17.2: During the Mid-Cycle Progress Report WASC year the District will provide hourly pay by administration.

11.18: District Nurses will work 190 days each year. The additional five (5) days are for the purpose of preparing student health documents, plans and communication for the start of the school year. Nurses will be paid at their per diem rate for the additional five (5) days of work.

ARTICLE 12
RETIREMENT OPTIONS AND BENEFITS

12.1 ***General Provisions***

12.1.1: Only unit members who are eligible for a service retirement from STRS, and who meet the specific requirements of this Article, are eligible to receive the benefits set forth in this Article.

12.1.2: For purposes of this Article, a year of service is one in which the unit member rendered service to the District on not less than seventy-five percent (75%) of the teaching days of that year. See Section 6.1.2 of this Agreement.

12.1.3: A unit member who meets all other eligibility requirements qualifies for the benefits set forth in this Article after fulfilling their annual work year requirements (i.e., at the end of one school year and before the commencement of the next). This shall also apply to an employee participating in Reduced Work Year (Section 12.3.1).

12.2 ***Primary Retirement Benefits***

12.2.1: Upon retirement, an eligible unit member shall receive:

12.2.1.1: District-paid benefits (12.2.2), if they are enrolled in benefits at the time of retirement; or

12.2.1.2: The District Retirement Award (Section 12.2.3), if they were not enrolled in benefits at the time of retirement (if their application is not funded, subject to lawful rules of the insurance provider, they may apply for and will receive District-paid benefits).

12.2.2: ***Retiree Medical and Dental Benefits***

12.2.2.1: Subject to the conditions set forth below, the District agrees to provide, and pay premiums, for a retiree's medical and dental benefits.

12.2.2.2: The District's monetary contribution shall be the same as that paid on behalf of an active employee, in the month the benefit is received, for the same level of coverage.

12.2.2.3: An eligible unit member must:

a. be at least fifty-five (55) years of age.

b. choose from a plan available to active employees in the IRC 125 in the month the benefit is received. Only plans which accept retirees shall be available.

c. have rendered at least ten (10) years of service to the District.

12.2.2.4: An eligible unit member, beginning January 1, 2014, with the shift to CalPERS, may choose:

a. For any unit member employed in the District on June 30, 2013: Subject to the eligibility rules in the collective bargaining agreement (see Article 12), a unit member may enroll in any plan available through CalPERS that accepts retirees. The District will pay up to the full premium for the Kaiser HMO available through CalPERS.

Payment will be (a) for eighty-four (84) months from the date of retirement if the unit member selects "employee only," or (b) for sixty (60) months from the date of retirement if the unit member selects "employee plus one." These benefits terminate at the end of the selected eighty- four (84) or sixty (60) month period or at the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

b. For any unit member employed by the District on or after July 1, 2013: Subject to the eligibility rules in the collective bargaining agreement (see Article 12), a unit member may enroll in any plan available through CalPERS that accepts retirees. The District will pay up to $7998 toward the premium cost of any available CalPERS plan that accepts retirees.

Payment will be for up to eighty-four (84) months from the date of retirement. These benefits terminate at the end of the eighty-four (84) month period from the date of retirement or at the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

12.2.2.5: Benefits set forth in this paragraph (12.2) shall be prorated to reflect less than full-time employment at the time of retirement.

12.2.2.6: This benefit (12.2) and participation of individual unit members is contingent upon the insurance carrier's approval.

12.2.2.7: The provisions of paragraph 12.2.2 shall be null and void after the express initial term (see Article 24 of this Agreement).

a. Any unit member who retired while the provisions of section 12.2 were effective shall continue to receive benefits in

accordance with the terms that existed at the time of their retirement.

12.2.3 ***District Retirement Award***

The District Retirement Award is temporarily suspended 6/30/2022 through 6/30/2026 due to SRP implementation. See MOU signed 3/21/22 (Exhibit I)

12.2.3.1: The District will fund up to five (5) District Retirement Award packages each year.

12.2.3.2: To be eligible for this benefit, the unit member shall have rendered not less than ten (10) years of service to the District.

12.2.3.3: Each Spring (typically in April), and in the Fall (prior to September 30), the District and APT shall jointly publicize to unit members the coming Fall Application Period.

12.2.3.4: ***Fall Application Period***

a. The Fall application period shall typically commence on the first teacher workday in September. Should more than five (5) unit members apply for the District Retirement Award package during the Fall Application Period, the unit members who first submitted their applications (during the application period) shall be funded. "First" shall be by day, not by hour or minute.

- Should a tie exist based upon same-day application, total length of District employment shall determine order of funding. If this is equal, determination shall be by lottery.

- Applications can be submitted on a conditional basis. Should a unit member not be funded, he/she may withdraw his/her retirement request. If the member is funded, he/she may not withdraw his/her retirement application.

b. The District may, in its discretion and based upon its assessment of its financial condition, offer additional (beyond five [5]) District Retirement Award packages in any year. If offered, they shall be made available in accordance with this section (12.2.3.3).

c. District approval (or denial) of unit member applications shall be communicated not later than September 15.

12.2.3.5: ***Amount and Payment Schedule***

a. A full-time unit member shall receive Thirty-Six Thousand Five Hundred Two Dollars ($36,502). A unit member who is a part-time employee, other than a Reduced Work Year employee (section 12.3.1), shall receive a prorated amount.

b. This award will be placed in an IRC 403(b) account for the unit member as an employer contribution.

- This payment could be made at the time of retirement, in full to the employee's 403(b) account, if such a deposit would not cause the overall deposits to the employee's 403(b) to exceed the annual amount ($45,000 for calendar year 2007).

- If the payment of the whole early retirement incentive at time of retirement caused the total amount contributed to exceed the annual limit, then the employer contribution of the incentive could be spread over several years (two [2] at least, or up to five [5] years after termination).

EXAMPLE:
Maximum allowed contribution to 403(b) is $45,000 for 2007. This amount includes employee contribution maximum of $15,500 and any employer contribution. If an employee taking the early retirement incentive had employee contributions of $15,500 in 2007, the maximum the District could put in for 2007, as an employer contribution, is $29,500 ($45,000 - $15,500 =$29,500). The remaining amount due to the employee could be contributed by the District in the following year(s).

c. The sum set forth in section 12.2.3.4.a reflects the 2006/07 salary schedule and shall be indexed to conform to the annual percentage change in the salary schedule (Exhibit A). Should Exhibit A be subject to an increase, but for less than a full year, the percentage shall be appropriately reduced.

12.2.3.6: ***Spring Application Period***

a. The District, in its discretion, may open a second application period after January 1 of any year. If opened, the District will specify the number of District Retirement Awards that are

anticipated to be funded and any additional eligibility requirements to be imposed. Subject to these criteria, applications will be processed in accordance with section 12.2.3.3 above.

b. Unless a Spring Application Period is opened to negate/minimize the need for staff reductions, all Fall applications must have been funded.

12.3: ***Supplemental Retirement Benefits***

12.3.1: ***Reduced Work Year ("Willie Brown")***

The District will offer the STRS Reduced Work Year program in accordance with applicable STARS policies and procedures. A copy of the policies and procedures is available from the Human Resources Division.

12.3.1.1: The purpose of this program is to provide an alternative to early retirement for senior staff members who may wish to reduce their work year. The structure of the reduced work year shall be mutually agreed upon by the unit member and the District.

12.3.1.2: Reduced work year unit members may apply, after fulfilling their annual work year requirement, to receive one (1) of the following: Consultant Program (section 12.3.2) or the District Retirement Award (section 12.2.3) or Retiree Benefits (section 12.2.2). To be eligible, the employee must meet all of the requirements set forth in this Agreement for participation in such program.

12.3.1.3: All Reduced Work Year assignments must be requested in accordance with, and comply with, the following provisions of Article 18: 18.3, 18.4, 18.5.3, and 18.5.4.

12.3.1.4: The structure of the Reduced Work Year shall be as mutually agreed upon by the unit member and the District. The default structure shall be employment for 50/50 (one-half (1/2) of the school year or one-half (1/2) of the school day for the entire school year). While other percentages may be agreed upon (e.g. 60/40, 70/30, 80/20, etc.), at the end of each year, the default for the coming school year shall be 50/50 unless another structure is agreed upon between the District and the unit member.

12.3.2: ***Consultant Program***

12.3.2.1: Participation is on a voluntary basis and is granted at the discretion of the Board of Trustees.

12.3.2.2: The unit member must have served in the District a minimum of five (5) full years.

12.3.2.3: The unit member must already be at or beyond the maximum step for his/her classification on the Certificated Salary Schedule, excepting the longevity increments of sixteen (16) and twenty (20) years.

12.3.2.4: Persons opting for this program shall be required to serve at least thirty (30) days, but no more than thirty-five (35) days, per year to complete the agreed-to services.

12.3.2.5: Assuming satisfactory annual evaluation of their project by the Board of Trustees, persons opting for this program would be assured of annual renewal to age sixty-five (65), or for not more than four (4) years (total five (5)), whichever comes first. Once electing to participate in the program, a unit member may not return to regular employment in the District.

12.3.2.6: Application shall be made to the Human Resources Division by February 1.

12.3.2.7: For the specified services rendered each school year, the District shall pay the consultant Seven Thousand Five Hundred Dollars ($7,500) in equal installments upon submission to the District of an invoice in approved format and detail.

12.3.2.8: The consultant may, at his/her expense, participate in District group health benefit plans with consent of the carrier.

12.3.2.9: The agreement is by and between two (2) independent contractors and is not intended to and shall not be construed to create the relationships of agent, servant, employee, partnership, joint venture or association.

ARTICLE 13
SPECIAL EDUCATION

13.1: This Article may be reopened by Association request to discuss the impact and implementation on unit member working conditions and other items in the scope of bargaining of new special education legislation passed after the adoption of the Agreement, and during the life of the Agreement.

13.2: The District shall provide the equivalent of one (1) day per year of mutually agreed upon release time for any general education classroom teacher who has a student designated in his/her current IEP as being in a Full Inclusion placement assigned to his/her class. This release time will be used for educational planning, collaboration with special education teachers to develop appropriate curriculum modifications/accommodations and other activities which relate to having this student in his or her classroom. This release time would be scheduled by the unit member with the approval of the site administrator.

13.3 ***Definitions***

The parties recognize that Special Education definitions are not set by the District and are subject to change. However, in an attempt to advise unit members of special education student status that may affect them, the following definitions were appropriate in the 2012/2013 school year.

13.3.1: Full Inclusion

A student with a moderate to severe disability who participates for the full school day in a general education classroom is considered to be in a full inclusion placement. The student is exposed to the general education curriculum and modifications and accommodations to this program are made in collaboration with special education staff. The student is not expected to meet all general education standards but rather meet goals established by the special education staff in collaboration with the general education teacher and other IEP team members. Social skill development can be a primary benefit to the student's participation in a full inclusion placement rather than academic achievement.

13.3.2: Push In Services

Students with mild to moderate disabilities whose primary placement is in the general education program may receive some or all of their special education support through the special education teacher working with them in the general education setting (pushing into the general education setting). It is the District's legal obligation to assure students are participating as much as possible in the general education setting. This instruction would be designed by the special education teacher but could be implemented by an aide. Special education students' time out of the general education is carefully monitored by the State Department of Education and stringent targets for general education participation

of identified students are established for the District.

13.3.3: Pull Out Services

Students with mild to moderate disabilities whose primary placement is in the general education program may receive some or all of their special education support by leaving the general education program to receive special education instruction individually or in a small group with a special education teacher. These students are pulled out of their general education program to receive this special education instruction. Pull out services include specialized instruction by a special education teacher as well as designated instructional services such as speech, occupational therapy and adapted physical education.

13.3.4: Mainstreaming

All special education students are guaranteed access to general education participation to the maximum extent appropriate. For students who require special education instructional support for the majority of their school day (students in special day class placements), the District must define the amount of time they can successfully participate in general education. This "mainstreaming" back into the general education program allows the student access to the general education instruction as well as access to typically developing peers for ongoing development.

13.3.5: Reverse Mainstreaming

When a child is unable to participate in mainstreaming, an individual or small group of typically developing peers may participate in activities/instruction in the special education classroom.

13.4: ***Full Inclusion***

See 13.3.1 above for a definition of Full Inclusion.

13.4.1: The District shall initially seek a volunteer from the affected site before assigning a full-inclusion student to a class roster.

13.4.2: A teacher who is assigned one (1) or more full-inclusion students shall be notified as early as possible regarding the enrollment of such a student in his/her class.

13.4.3: Prior to the first day of attendance of a student previously identified by the District as a full-inclusion student, the teacher shall be informed of the student's medical needs, receive a copy of the District's medical emergency plan for that student and a copy of the student's IEP. If the student is new to the District, all pertinent medical information and the IEP will be given to the teacher within five (5) days after the District receives the information from the former district.

13.4.4: The District shall provide the following to a teacher who has been assigned a full-inclusion student:

- staff development;
- appropriate curricular and adaptive instructional materials and equipment;
- support from a District specialist or resource teacher.

13.4.5: In addition, the District may offer the following to a teacher who has been assigned a full-inclusion student:

- use of a classroom aide;
- extra materials;
- transition support through release time by both the former teacher and the full-inclusion teacher.

13.4.6: The District shall count the full-inclusion student toward the class size of the regular teacher to whom the student is assigned. Unless the teacher of the full-inclusion student agrees otherwise, his/her class roster shall be the last roster to reach maximum class size for that grade level at the school site.

ARTICLE 14
REDUCTION IN FORCE

Upon request of the Association, negotiations shall be reopened regarding the implementation and impact of layoffs pursuant to Education Code 44955.

ARTICLE 15
PEER ASSISTANCE AND REVIEW

15.1: ***Purpose***

15.1.1: The Association and the District strive to provide the highest possible quality of education. In order for students to succeed in learning, all unit members should succeed in teaching. The Association and the District believe that all unit members should focus on continuous improvement in professional practice and that unit members having difficulties can benefit from the assistance and review of colleagues. Therefore, the parties have cooperated in the design and implementation of this Peer Assistance and Review Program (Program or PAR) to improve the quality of instruction through opportunities for professional development and peer assistance. Unit members referred to this Program are viewed as valuable professionals who deserve to have resources provided to them in the interest of improving performance based on the California Standards for the Teaching Profession (CSTP) or other professional continuums appropriate for the unit member's position.

15.1.2:The Program allows exemplary unit members who have been identified as Consulting Coaches to assist certificated unit members in the areas outlined in the California Standards for the Teaching Profession(CSTP) or other professional continuums appropriate for the unit member's position.

15.1.3:The Program's assistance and review shall be provided through Consulting Coaches. This shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article 8 of this Agreement and *Education Code Section 44660 et seq.*

15.2: ***Definitions***

15.2.2:"Participating member." A unit member who is required by this Article to participate in the Program.

15.2.3: "Consulting Coach." An exemplary Unit Member meeting the requirements of subsection 15.5 who is to provide Program assistance to a Participating Unit Member. A Consulting Coach must possess the same credential/license as that of the referred member they are assigned to support, when possible.

15.2.4: "Referred Participating Member." A Referred Participating Unit Member is a unit member who has been placed on and has received Pre-Assistance and Assistance (as per Article 8 and Exhibit F11 and F12 of the Agreement between the District and the Association and the "PUSD Assessment Overview" document) and who, after the period of Assistance, has been

determined by the evaluator to still not be performing at the level of "Applying" or above on one or more of the six (6) standards areas of the California Standards for the Teacher Profession (CSTP) or other professional continuums appropriate for the unit member's position. The unit member has therefore been identified as a Referred Participating Unit Members and is required to work with a PAR Consulting Coach on the areas recommended for improvement by the evaluator in the Professional Improvement Plan (PIP).

15.2.5:"Principal" or "Evaluating Evaluating Administrator." The certificated administrator appointed by the District to evaluate a certificated Unit Member.

15.3: ***Joint Committee (JC)***

15.3.1: The Joint Committee shall consist of three (3) members. Two (2) shall be Unit Members who are chosen to serve by the Association. Human Resources shall choose one (1) administrator to serve on the Joint Committee. The District and the Association shall individually determine the method for selection and the qualifications to serve.

15.3.2:The Human Resources administrator will communicate with the Joint Committee members when the support of a referred teacher is needed. Meetings will only be scheduled when the need arises.

To meet, all of the members of the Joint Committee must be present. Such meetings shall typically take place outside the regular teacher work day or during non-school time. Each teacher member of the Joint Committee shall be compensated at their per diem hourly rate.

15.3.3: The Joint Committee's primary responsibilities involve selection and oversight of the Consulting Coaches. The Committee is also responsible for the following:

15.3.3.1: Send written notification of participation in the Program to the Referred Participating Unit Member with an Unsatisfactory level of performance (as defined in paragraph 15.2.4) to the Consulting Coach and the site Evaluating Administrator.

15.3.3.2: Establish a procedure for assigning current certificated staff as a Consulting Coach for referred staff members.

15.3.3.3: Review the final report prepared by the Consulting Coach as described in paragraph 15.4.1.4.

15.3.3.4: Submit to the Governing Board and the Association an annual evaluation of the Program's impact.

15.3.3.4.1: The annual evaluation of the Program's impact may include interviews of Program participants, principals and others as deemed appropriate. This evaluation shall be in writing and shall be submitted each May 1st.

15.3.3.4.2: The annual evaluation shall include recommendations regarding Referred Participating Unit Members and, if necessary, shall forward names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.

15.3.4: The budget shall be utilized to carry out the provisions of this Article.

15.4: ***Program Participation***

15.4.1: By Referred Participating Unit Members

15.4.1.1: Any such unit member must participate in the Program.

15.4.1.2: Such unit members will be assigned a Consulting Coach. A different Consulting Coach may be assigned to work with the Participating Unit Member either upon request of the Participating Unit Member or upon request of the Consulting Coach. A first request by either party will result in an automatic change. Further requests however, will require approval of the Joint Committee. The Joint Committee may terminate a partnership between a Referred Participating Unit Member and a Consulting Coach if the Joint Committee determines that the partnership is not adequately meeting the goals of the PIP. In this case, the Joint Committee will work with the referred participating-unit member to identify another Consulting Coach to be assigned to him or her.

15.4.1.3: The Consulting Coach's assistance and review shall focus on the specific areas recommended for improvement by the Participating Unit Members evaluator in the Professional Improvement Plan (PIP).

15.4.1.3.1: These recommendations: shall be written, aligned with student learning outcomes and the California Standards for the Teaching Profession (CSTP) or other professional continuums appropriate for the unit member's position, clearly stated, and consistent with *Education Code Section 44662*. These recommendations: shall be considered the performance goals required by *Education Code Sections 44664(a) and 44500(b)(2)*.

15.4.1.3.2: The Evaluating Administrator and the Consulting Coach assigned to the Referred Participating unit member shall meet with the unit member and discuss the recommended areas of improvement outlined by the Evaluating Administrator. The Evaluating Administrator shall be afforded the opportunity to provide input regarding the types of assistance that he/she feels should be provided by the Consulting Coach.

15.4.1.3.3: The Consulting Coach and the evaluating Administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Unit Member.

15.4.1.3.4: The Consulting Coach and the Referred Participating Unit Member shall meet to discuss the plan for assistance. After that meeting, the Consulting Coach will provide the assistance set forth in Section 15.4.1.3 through Coaching cycles which shall involve planning/ preparing, implementing/assessing, and analyzing/ reflecting with the Referred Participating Unit Member.

15.4.1.4: By the 11th week of the Consulting Coach and Referred Participating Unit Member working together, the Consulting Coach shall complete a written report consisting solely of a description of the assistance provided to the Referred Participating Unit Member. This report shall be submitted to the Joint Committee, with a copy also submitted to the Referred Participating Unit Member and the Evaluating Administrator.

15.4.1.5: After receiving the report, the Joint Committee shall determine whether the Referred Participating Unit Member will benefit from continued participation in the Program. The Joint Committee will determine whether the program components were adequately implemented (i.e. did they meet four times per month; were the PIP goals addressed, etc.)

15.4.1.6: The Referred Participating Unit Member will continue participating in the Program until the Joint Committee determines: the unit member no longer benefits from participation in the Program, the unit member receives a satisfactory evaluation, or the unit member is separated from the District. The District has the sole authority to determine whether the Referred Participating Unit Member has been

able to demonstrate satisfactory improvement as determined by the formal evaluation process.

15.5: ***Consulting Coaches (CC)***

15.5.1: Consulting Coaches are exemplary Unit Members in the District who provide quality professional development to their colleagues. The qualifications for the Consulting Coach shall, at a minimum, include:

15.5.1.1: A credentialed unit member with permanent status.

15.5.1.2: Substantial (at least five [5] years) current experience as a certificated educator.

15.5.1.3: Ability to work cooperatively and effectively with other teachers and administrators.

15.5.1.4: The expected responsibilities of Consulting Coaches are determined by the Joint Committee in order to best meet the needs of the Program Consulting Coach shall be expected to:

- Maintain ongoing contact with the referred unit members they are assigned to work within the program. Consulting Coaches assigned to work with a Referred Participant are expected to work with the referred participants a minimum of four (4) total hours per calendar month. The Joint Committee will approve additional hours as needed.

- Turn in all required PAR paperwork in a timely manner each Month.

- Consulting Coaches will not be part of the evaluation of the referred participating unit member and will not be asked or expected to share any information regarding the observation and/or performance of the Referred Participating Unit Member.

15.5.2: Consulting coaches will be compensated at their per diem hourly rate for all activities and time spent to support referred participants. Activities include but are not limited to: consultation, observations, note taking and report writing. Hours in excess of <u>four (4) hours</u> per month and release days will be approved by the Joint Committee.

15.5.3: Consulting Coach shall assist Referred Participating Unit Member by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Referred

Participating Unit Member in remedying the specific areas recommended for improvement by the evaluating Administrator.

15.5.4: The Consulting Coach shall meet with the Referred Participating Unit Member with an unsatisfactory level of performance to discuss the PAR Program, to develop a plan to assist the unit member in complying with the Professional Improvement Plan and to develop a process for assisting the unit member in the Program.

15.5.5:The Consulting Coach shall conduct multiple observations of the Referred Participating Unit Member during classroom instruction, and shall have both pre-observation and post-observation conferences.

15.5.6: The Consulting Coach shall monitor the progress of the Referred Participating Unit Member with an Unsatisfactory level of performance and shall provide periodic written reports to the unit member for discussion and review.

15.5.7: A "draft" copy of the Consulting Coach's report (see paragraph 15.4.1.4) shall be submitted to and discussed with the Referred Participating Unit Member with an Unsatisfactory level of performance who shall have ten (10) working days to submit written comments to the Consulting Coach before the report is finalized and presented to the unit member for signature. The Referred Participating Unit Member's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Coach shall submit a final report to the Joint Committee. The Referred Participating Unit Member with an Unsatisfactory level of performance shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.

15.6: ***Other Provisions***

15.6.1: Functions performed by unit members as Consulting Coaches or members of the Joint Committee pursuant to this Article shall not constitute either management or supervisory functions as defined by *Government Code Section 3540.1(g)* and (m). Such unit members shall continue to enjoy all rights afforded to other bargaining unit members.

15.6.2: Unit members who perform functions as Consulting Coaches or Joint Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to *Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.*

15.6.3: All documents and information relating to a specific employee's participation in this Program are regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act *(Government*

Code Section 6250, et seq.) as a personnel record.

- The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

- The selection process for Consulting Coaches , to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except as required by law.

- All documents related to the Program will be filed by the Human Resources office separately from an individual's personnel file.

15.6.4: Nothing in this Article shall, in any way, modify or affect the rights of the District under provisions of the Education Code relating to the employment, classification, retention, non-reelection, or release of certificated employees.

15.6.5: When requested, the District will provide training to Consulting Coaches for best practices in working with adult learners and the teaching/learning cycle. Unit members shall be paid their per diem rate for any training attended outside the regular instructional bell schedule.

ARTICLE 16
TEACHER EXCHANGE

16.1: Any two (2) teachers may exchange teaching assignments. The exchange shall be for one (1) year only. There must be mutual agreement in writing, between the exchanging teachers and the District. This agreement shall be consistent with all terms and conditions of the collective bargaining agreement.

16.2: Applications for exchange assignment must be received by the Assistant Superintendent, Human Resources, for the District within five (5) working days after June 1. Written notification of the District's decision shall be given within ten (10) working days from the date of receipt of request.

16.3: At the end of one (1) year, both exchanging teachers will be returned to their original assignments. Exchanging teachers are covered by all provisions of the collective bargaining agreement.

16.4: The exchange of assignments will be initiated by the two (2) teachers involved and will not constitute a posted vacancy.

ARTICLE 17
TEACHER SUPPORT AND TRAINING ADVISORY COMMITTEE

17.1: ***Role of the Committee***

17.1.1: The District shall establish a Teacher Support and Training Advisory Committee.

17.1.2: The Teacher Support and Training Advisory Committee shall determine by majority vote, the areas of focus for each year (one of which will always be new teacher support) and give input and provide recommendations regarding programs which support these focus areas.

17.2: ***Procedures***

17.2.1: The committee shall include one (1) teacher from each school site. Teacher representatives to the Committee shall be selected by APT.

17.2.2: Each teacher member of this Committee shall receive an annual stipend of Five Hundred Dollars ($500.00) and shall be paid at the certificated hourly rate for committee meetings and sub-committee meetings conducted during non-school time.

17.2.3: Funds received pursuant to the PAR statute, beyond the budget of the Joint Committee (Two Thousand Eight Hundred Dollars ($2,800.00) [indexed] x the number of mentor positions for which the District qualifies), shall be administered by the District.

ARTICLE 18
JOB-SHARE ASSIGNMENTS

18.1: ***Objective***

Job share assignments are offered by the District to balance short-term interests of individual unit members and educational needs of the District.

18.2: ***Definition***

A job share is one (1) full-time position filled by two (2) full-time, permanent unit members.

18.3: ***Application Process***

18:3.1: Job share assignments shall be filled only by qualified unit members who have jointly requested to work together. Qualified means: Full-time, permanent, properly credentialed, most recent evaluation was satisfactory.

18.3.2: Unit members interested in a job share shall file a written leave request and a job share plan with the Human Resources Division.

18.3.2.1: Requests shall be filed not later than February 1 for the coming school year.

18.3.2.2: The District shall advise each unit member, not later than March 15, of the decision to grant or deny the leave request. An employee may request, and shall receive, written reasons for denial of his/her application.

18.3.3: Job share assignments shall be approved by the District based on application of the criteria in paragraph 7.6.5.

18.4: ***Job Share Plan***

18.4.1: Unit members who have applied for a job share assignment shall submit a written plan that divides the total responsibilities for the assignment between the participants.

18.4.2: The plan must be approved by the immediate supervisor and the Assistant Superintendent, Human Resources.

18.4.3: The written plan must include:

18.4.3.1: A description of how full responsibility for the total classroom and instructional plan will be assumed by the team members.

18.4.3.2: A requirement that team members jointly plan for both the school and their classroom on a regular basis.

18.4.3.3: A requirement that a team member must take active part in required District and school meetings, parent conferences, yard duty, and other duties on any day that the member is actually teaching. (See paragraph 4.1.4.1.)

18.4.3.4: Acknowledgment that team members may be asked to attend meetings on non-scheduled days at the discretion of the principal.

18.4.3.5: Acknowledgment that all job share participants must work the first three (3) full days that students are present, as well as all activities that are specified in 18.4.4.

18.4.3.6: Communication between job share participants is critical. Each plan shall clearly and specifically address how this shall be accomplished.

18.4.4: Notwithstanding paragraph 18.4.1, the following activities require attendance by both job share participants for one hundred percent (100%) of the activity:

- Open House
- Back-to-School Night
- Mandatory Staff Development Days
- Annual Parent Conferences

18.4.4.1: The preceding paragraph (18.4.4) shall not apply to job shares that are first semester/second semester. Such teachers shall be required to attend mandatory staff development days, the first three (3) full days that students are present, and any of the above activities during their scheduled semester.

18.5: ***General Provisions***

18.5.1: ***Length of Job Sharing Assignment***

18.5.1.1: A job share assignment shall be granted for a period of one (1) year.

18.5.1.2: If the job share plan was deemed successful by the supervisor, the participants may request renewal of the job sharing leave.

18.5.1.3: If a teaching partner is projected to be absent the District will:

- Offer the days to the other partner at their daily rate
- If the partner declines, the District will take all reasonable steps to secure the services of a substitute and sick leave (pro-rated as appropriate) shall be deducted from the person who is absent.

18.5.2: ***Shared teaching assignments shall be limited as follows:***

18.5.2.1: ***Self-contained classrooms:***

- Up to four (4) per site.
- In the event there are more than four (4) job share applications at a site, the District and the Association may agree to additional job share plans.

18.5.2.2: ***Departmentalized Program:***

- No limitation on number of shared teaching assignments.

18.5.3: Movement on the salary schedule for a job share team member shall be based on the same criteria applied to other unit members.

18.5.4: Annual salary for a job share teacher shall be pro-rated based on the number of work days included in the teacher's job share contract.

ARTICLE 19
TEMPORARY CONTRACT TEACHERS

19.1: Temporary employees shall be entitled to the terms and conditions of this Agreement.

19.2: Compensation shall be paid in the same manner and in the same amount as regular unit members.

19.3: Any unit member classified as a temporary employee, who renders service for at least seventy-five percent (75%) of the number of days the regular schools were maintained in a given year, shall be deemed to have rendered service for a complete school year as a probationary employee if employed as a probationary employee for the following school year.

19.4: Temporary employees hired before October 15, for the entire year, shall be evaluated during the year of service.

ARTICLE 20
CALENDAR

20.1: **Work Year**

The work year for bargaining unit members, unless otherwise provided in this Agreement, shall be one hundred eighty-five (185) days.

20.1.1: There shall be one hundred eighty (180) student instruction days.

20.1.2: There shall be two (2) non-instructional work days for all full-year unit members except summer school and adult education. One (1) work day is PK-12 (typically the day before the first day of school). One (1) work day is at grades PK-5(for conferences), at grades 6-12 (a work day).

20.1.3: There shall be three (3) mandatory staff development days for all full-year unit members except summer school and adult education. A staff development day shall not fall on the last day of the instructional calendar year.

20.1.4: The placement of the days set forth in paragraphs 20.1.2 and 20.1.3 shall be subject to bargaining.

20.2: **Minimum Days at PK-8**

Each school year shall include two (2) teacher/student minimum days for PK-8 teachers. These shall be the last student day before winter recess, and the last student day of the year.

20.2.1: An additional three (3) minimum days for PK-5 will be scheduled around primary trimester reporting periods for the purpose of assessment, grading, and report cards.

20.3: **Mandatory Staff Development Days**

20.3.1: A mandatory staff development day is six (6) hours of staff development training, excluding lunches and breaks.

20.3.2: The District will make available the content that was presented at any mandatory staff development day to all Unit Members. Unit Members who are unable to attend any of the three (3) mandatory staff development days will work with their supervisor to review missed content to ensure members can utilize the information presented.

20.3.3: Unit members that work less than 1.0 FTE have the option of attending Professional Development Days for their per diem hourly wage if the day is not already part of their contractual calendar/work day.

20.4 Alternate Teacher Work Day

Unit members who provide prior notice to HR by the last work day in September may take the Alternate Teacher Work Day option in June in place of the PK-5 Teacher Work Day in November or the 6-12 Teacher Work Day in January. Human Resources will inform all unit members of this process annually by the first workday in September by email. Should unit members need to change their original request they shall provide notification in writing to inform HR and their immediate supervisor on or before their scheduled teacher work day.

ARTICLE 21
SAVINGS

If any provision of this Agreement is held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 22
COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and the Association. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject, whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 23
DISCIPLINE SHORT OF DISMISSAL

23.1: In accordance with the principles of progressive discipline and just cause, the District shall have the right to suspend an employee without pay.

23.2: Progressive discipline means that the level of discipline should be tailored to fit the severity of the infraction.

23.2.1: By way of illustration and not limitation, the elements of progressive discipline include:

23.2.1.1: Warning (verbal with a written confirmation). This shall not be placed in the employee's personnel file except in conjunction with the imposition of future discipline.

23.2.1.2: Written reprimand (issued by an administrator at the level of Principal or above).

23.2.1.3: Suspension without pay.

23.2.2: In appropriate circumstances:

23.2.2.1: a serious infraction can result in the imposition of a higher level of discipline without the need to be preceded by a lesser form of discipline.

23.2.2.2: the District will take the employee's entire work history into consideration (e.g., typically, the process will be repeated for each type of offense but common threads and patterns of behavior may negate this requirement).

23.2.3: Except in extraordinary circumstances, an employee shall have the opportunity to meet with the person imposing/recommending discipline prior to the time that a firm decision is reached.

23.3: Disciplinary action shall be for just cause.

23.3.1: By way of illustration and not limitation, just cause includes actions or conduct which is counter to or in violation of:

23.3.1.1: The laws of the State of California.

23.3.1.2: Title 5 of the California Administrative Code of Regulation.

23.3.1.3: District Policies and Administrative Regulations.

23.3.1.4: The Collective Bargaining Agreement.

23.3.1.5: Professional Code of Ethics for Teachers.

23.3.1.6: Reasonable and appropriate work rules which have been adopted by the District.

23.4: The maximum length for any one (1) suspension without pay shall be fifteen (15) working days.

23.4.1: This shall not limit the District's right to impose a suspension without pay of less than fifteen (15) working days.

23.4.2: Pay may not be withheld from a suspended employee until either the time limit for the filing of a grievance over the suspension ends without the employee filing a grievance, or the appropriateness of the suspension is upheld through the grievance process.

23.4.3: This provision shall not limit the District's right to immediately suspend an employee.

23.5: The District shall provide written notice to the employee (and the Association upon written request of the employee) of its intention to suspend. This notice shall contain:

23.5.1: A specific statement of the act(s) or infraction(s) upon which the proposed suspension is based; and

23.5.2: A statement of the employee's right to appeal the proposed suspension through the grievance procedure. Only suspensions without pay may be processed through arbitration.

23.6: All information or proceedings regarding any actual or proposed suspension shall be kept as confidential as reasonably possible by the parties.

23.7: Actions in the form of dismissal, non-reelection, and release shall be in accordance with appropriate provisions of the Education Code. Nothing in this Article shall apply to those processes.

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ARTICLE 24
TERMS OF AGREEMENT

24.1 Term

The term of this agreement shall be from July 1, 2022 through and including June 30, 2025.

24.2 Reopeners

24.2.1 For the 2023-2024 and the 2024-2025 school years:

- Any article or topic upon mutual agreement of the parties
- Article 10 (Health and Welfare Benefits)
- Article 11 (Salaries)
- Article 20 (Annual Instructional calendar)
- Up to two (2) contractual articles by either party

24.2.2 If the District decides to implement new or substantially changed programs provided through new legislation and/or Board of Trustee decisions, the parties agree to bargain the impact/effects of such programs.

For the Pleasanton Unified School District:

DocuSigned by:
1A1CC703C1CD46B...

Julio Hernandez
Assistant Superintendent

6/24/2022
Date

For The Association of Pleasanton Teachers:

DocuSigned by:
E879289F62034AD...

Michelle VerKuilen
APT President

6/21/2022
Date

EXHIBITS

TABLE OF EXHIBITS

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PLEASANTON UNIFIED SCHOOL DISTRICT
2024-2025 CERTIFICATED SALARY SCHEDULE
Annual Salary (185 days)
Effective July 1, 2024

Column	*Column I BA < 30*		*Column II BA + 30*		*Column III BA + 45*		*Column IV*	*Column V*
Step	*Alternate (1)*	*Standard (2)*	*Alternate (3)*	*Standard (4)*	*Alternate (5)*	*Standard (6)*	*BA+60 (7)*	*BA+75 (8)*
1	76,813	83,338	77,474	83,338	80,705	83,338	84,728	88,371
2	76,813	83,338	80,207	83,338		83,593	87,349	91,107
3	79,371	83,338	82,941	83,338		86,493	90,051	93,921
4	81,941	83,338		85,661		89,380	93,114	96,828
5		84,505		88,678		93,204	96,167	100,052
6		87,062		91,116		95,168	99,175	103,272
7				93,845		98,058	102,291	106,504
8				96,579		100,963	105,338	109,726
9				99,303		103,859	108,404	112,969
10				102,033		106,742	111,468	116,179
11				104,764		109,645	114,521	119,411
12						112,537	118,884	123,941
13								123,941
14								123,941
15								123,941
16								128,088
17								128,088
18								128,088
19								128,088
20								136,658

1% increase over the 2023-2024 Salary Schedule, effective July 1, 2024
Updated: 5/8/25

Exhibit A-1

FOOTNOTES:

(1) Masters stipend $1,000

(2) Doctorate stipend $1,000

(3) National Board Certification $1,000

(4) Professional Hourly rate = 0.067568% of (Column 1, Step 1)

Per Diem Hourly Rate is defined as follows:

A) Daily rate of pay is the member's annual salary divided by the member's work calendar

B) Hourly rate of pay is the daily rate of pay divided by 6.5 hours.

(5) Certificated unit members are granted up to and including fifteen years of credit for previous professional experience.

(5a) Existing members who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience (per Article 11.3.1).

(6) Standard - Possess a BA/BS or higher degree and a California Teaching Credential.

(7) 185-day work year

(8) Stipend for Head Counselor @ Comprehensive High Schools $3,000

(9) Stipend for Head Counselor @ Middle Schools $1,500

(10) Dual Language Immersion Teacher with BCLAD certification $5555

(11) Reading Specialist $300

(12) Stipend for Lead Nurse - 10% in addition to regular salary and 10 additional work days at per diem rate

(13) Stipend for Licensed Nurses $1,500 and 5 additional work days at per diem rate

(14) Stipend for Lead Mental Health Clinician 10% in addition to regular salary

(15) Stipend for Social Worker $1,500

(16) Special Education educators and service providers - Stipend $5000

(a) Speech Language Pathologist (including Augmentative & Alternative Communication Specialist) - Additional Stipend $5000

(b) Teacher of Visually Impaired Students - Additional Stipend $5000

(17) EL Liaison $800

(18) GATE Liaison $800

(19) TUPE Coordinator $3000

(20) MS Head Coach $750 (effective 7/1/2021)

(21) MS Assistant Coach $375 (effective 7/1/2021)

(22) MS Athletic Director $1,500 (effective 7/1/2021)

(23) MS Yearbook $ 1,500 (effective 7/1/2021)

(24) MS Cheer Coach $1,000 (effective 7/1/2021)

(25) MS Leadership Teacher $1,500 (effective 7/1/2021)

(26) MS ASB Advisor $1,000 (effective 7/1/2021)

(27) PBIS Coordinator $800

(28) MS Drama Production Director $1,500 (when there is a production after school hours)

(29) MS Music/Choir Teacher : Per Diem hourly rate for evening/weekend performances (maximum 30 hours/employee) $1,000 (Full-Time music Teacher)

(30) Stipend for Certificated employee participating in Elementary School Outdoor Education overnight supervision: $225 per night

PLEASANTON UNIFIED SCHOOL DISTRICT
2024-2025 PSYCHOLOGIST SALARY SCHEDULE
Annual Salary (190 days)
Effective July 1, 2024

STEP	COLUMN I
1	116,011
2	119,319
3	122,639
4	127,291
5	131,550
6	140,354

1% increase over the 2023-2024 Salary Schedule, effective July 1, 2024
Updated: 5/8/25

PLEASANTON UNIFIED SCHOOL DISTRICT
2023-2024 CERTIFICATED SALARY SCHEDULE
Annual Salary (185 days)
Effective May 1, 2024

STEP	COLUMN I BA < 30		COLUMN II BA + 30		COLUMN III BA + 45		COLUMN IV	COLUMN V
	Alternate (1)	Standard (2)	Alternate (3)	Standard (4)	Alternate (5)	Standard (6)	BA + 60 (7)	BA + 75 (8)
1	76,052	82,512	76,706	82,511	79,905	82,511	83,889	87,496
2	76,052	82,512	79,412	82,511		82,765	86,484	90,204
3	78,585	82,512	82,119	82,511		85,636	89,159	92,991
4	81,129	82,512		84,812		88,495	92,192	95,869
5		83,668		87,800		92,281	95,214	99,061
6		86,200		90,213		94,225	98,193	102,249
7				92,915		97,087	101,278	105,449
8				95,622		99,963	104,295	108,639
9				98,319		102,830	107,330	111,850
10				101,022		105,685	110,364	115,028
11				103,726		108,559	113,387	118,228
12						111,422	117,706	122,713
13								122,713
14								122,713
15								122,713
16								126,819
17								126,819
18								126,819
19								126,819
20								135,304

10% increase over the 2022-2023 Salary Schedule, effective May 1, 2024*

*NOTE: The total 10% 2023-2024 Salary Schedule increase is comprised of the following incremental adjustments:
4.5% increase effective 7/1/2023
5.0% increase effective 1/1/2024
0.5% increase effective 5/1/2024

FOOTNOTES:

(1) Masters stipend $1,000

(2) Doctorate stipend $1,000

(3) National Board Certification $1,000

(4) Professional hourly rate = 0.067568% of Column 2, Step 1

Per diem hourly rate is defined as follows:

A) Daily rate of pay is the member's annual salary divided by the member's work calendar

B) Hourly rate of pay is the daily rate of pay divided by 6.5 hours

(5) Certificated unit members are granted up to and including fifteen years of credit for previous professional experience.

(5a) Existing member who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience (per Article 11.3.1).

(6) Standard - Possess a BA/BS or higher degree and a California Teaching Credential

(7) 185-day work year

(8) Stipend for Head Counselor @ Comprehensive High Schools $3,000

(9) Stipend for Head Counselor @ Middle Schools $1,500

(10) Dual Language Immersion Teacher with BCLAD Certification $5,555

(11) Reading Specialist $300

(12) Stipend for Lead Nurse - 10% and 10 additional work days at per diem rate

(13) Stipend for Licensed Nurses $1,500 and 5 additional work days at per diem rate

(14) Stipend for Lead Mental Health Clinician 10% in addition to regular salary

(15) Stipend for Social Worker $1,500

(16) Speech Language Pathologist $1,000 bonus per FTE effective with the first pay warrant of the employee's second year of employment with the District

(17) Special Ed Stipend (Resource, SDC, Program Specialists, Deaf and Hard of Hearing, AT Specialists) $5,000

(18) Special Education Specialists (Speech Language Pathologists, Mental Health Clinicians, Behavior Specialists) $5,000

(19) EL Liaison $800

(20) GATE Liaison $800

(21) TUPE Coordinator $3,000

(22) MS Head Coach $750 (effective 7/1/2021)

(23) MS Assistant Coach $350 (effective 7/1/2021)

(24) MS Athletic Director $1,500 (effective 7/1/2021)

(25) MS Yearbook $1,500 (effective 7/1/2021)

(26) MS Cheer Coach $1,000 (effective 7/1/2021)

(27) MS Leadership Teacher $1,500 (effective 7/1/2021)

(28) MS ASB Advisor $1,000 (effective 7/1/2021)

(29) PBIS Coordinator $800

(30) MS Drama Production Director $1,500 (when there is a production after school hours)

(31) MS Music/Choir Teacher : Per diem hourly rate for evening/weekend performances (maximum of 30 hours/employee) $1,000 (Full - time music Teacher)

(32) Stipend for Certificated employee participating in Elementary School Outdoor Education overnight supervision: $225 per night

PLEASANTON UNIFIED SCHOOL DISTRICT
2024-2025 PSYCHOLOGIST SALARY SCHEDULE
Annual Salary (190 days)
Effective July 1, 2024

STEP	COLUMN I
1	116,011
2	119,319
3	122,639
4	127,291
5	131,550
6	140,354

1% increase over the 2023-2024 Salary Schedule, effective July 1, 2024
Updated: 5/8/25

2023-2024 PSYCHOLOGIST SALARY SCHEDULE
Annual Salary (190 days)
Effective May 1, 2024

STEP	COLUMN I
1	114,862
2	118,137
3	121,424
4	126,030
5	130,248
6	138,964

10% increase over the 2022-2023 Salary Schedule, effective May 1, 2024*

*NOTE: The total 10% 2023-2024 Salary Schedule increase is comprised of the following incremental adjustments:

4.5% increase effective 7/1/2023

5.0% increase effective 1/1/2024

0.5% increase effective 5/1/2024

Exhibit A-1

PLEASANTON UNIFIED SCHOOL DISTRICT
2022-2023 CERTIFICATED SALARY SCHEDULE
Annual Salary (185 days)
Effective July 1, 2022- June 30, 2023

STEP	COLUMN I BA < 30		COLUMN II BA+30		COLUMN III BA+45		COLUMN IV	COLUMN V
	Alternate(1)	Standard(2)	Alternate(3)	Standard (4)	Alternate (5)	Standar(6)	BA+60 (7)	BA+75(8)
1	69,138	75,011	69,733	75,010	72,641	75,010	76,263	79,542
2	69,138	75,011	72,193	75,010		75,241	78,622	82,004
3	71,441	75,011	74,654	75,010		77,851	81,054	84,537
4	73,754	75,011		77,102		80,450	83,811	87,154
5		76,062		79,818		83,892	86,558	90,055
6		78,364		82,012		85,659	89,266	92,954
7				84,468		88,261	92,071	95,863
8				86,929		90,875	94,814	98,763
9				89,381		93,482	97,573	101,682
10				91,838		96,077	100,331	104,571
11				94,296		98,690	103,079	107,480
12						101,293	107,005	111,557
13								111,557
14								111,557
15								111,557
16								115,290
17								115,290
18								115,290
19								115,290
20								123,004

Effective: 7/01/2022

Includes a 3.5% increase over the 2021-22 Salary Schedule

Board Approved: 5/12/2022

FOOTNOTES:

(1) Masters stipend $1,000

(2) Doctorate stipend $1,000

(3) National Board Certification $1,000

(4) Professional hourly rate = 0.067568% of Column 2, Step 1
Per diem hourly rate is defined as follows:
A) Daily rate of pay is the member's annual salary divided by the member's work calendar
B) Hourly rate of pay is the daily rate of pay divided by 6.5 hours

(5) Certificated unit members are granted up to and including fifteen years of credit for previous professional experience.

(5a) Existing member who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience (per Article 11.3.1).

(6) Standard - Possess a BA/BS or higher degree and a California Teaching Credential

(7) 185-day work year

(8) Stipend for Head Counselor @ Comprehensive High Schools $3,000

(9) Stipend for Head Counselor @ Middle Schools $1,500

(10) Dual Language Immersion Teacher with BCLAD Certification $5,555

(11) Reading Specialist $300

(12) Stipend for Lead Nurse - 10% and 10 additional work days at per diem rate

(13) Stipend for Licensed Nurses $1,500 and 5 additional work days at per diem rate

(14) Stipend for Social Worker $1,500

(15) Speech Language Pathologist $1,000 bonus per FTE effective with the first pay warrant of the employee's second year of employment with the District

(16) Special Ed Stipend (Resource, SDC, Program Specialists, Deaf and Hard of Hearing, AT Specialists) $5,000

(17) Special Education Specialists (Speech Language Pathologists, Mental Health Clinicians, Behavior Specialists) $5,000

(18) EL Liaison $800

(19) GATE Liaison $800

(20) TUPE Coordinator $3,000

(21) MS Head Coach $750 (effective 7/1/2021)

(22) MS Assistant Coach $350 (effective 7/1/2021)

(23) MS Athletic Director $1,500 (effective 7/1/2021)

(24) MS Yearbook $1,500 (effective 7/1/2021)

(25) MS Cheer Coach $1,000 (effective 7/1/2021)

(26) MS Leadership Teacher $1,500 (effective 7/1/2021)

(27) MS ASB Advisor $1,000 (effective 7/1/2021)

(28) PBIS Coordinator $800

(29) MS Drama Production Director $1,500 (when there is a production after school hours)

(30) MS Music/Choir Teacher : Per diem hourly rate for evening/weekend performances (maximum of 30 hours/employee) $1,000 (Full - time music Teacher)

(31) Stipend for Certificated employee participating in Elementary School Outdoor Education overnight supervision: $225 per night

ExhibitA-2

2022-2023 PSYCHOLOGIST SALARY SCHEDULE

Annual Salary (190 days)

Effective July 1, 2022 - June 30, 2023

	COLUMN							
STEP	I							
1	104,420.00							
2	107,397.00							
3	110,385.00							
4	114,573.00							
5	118,407.00							
6	126,331.00							
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Includes a 3.5% increase over the 2021-22 Salary

Effective: 7/01/2022
Board Approval: 5/12/2022

PLEASANTON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2025-2026

2025

JULY — Student Days 0

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

- 4 *Independence Day*

AUGUST — Student Days 17

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 4-5 *Mandatory Staff Development Day*
- 6 *Teacher Work Day*
- 7 *First Instructional Day*

SEPTEMBER — Student Days 21

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

- 1 *Labor Day Holiday*

OCTOBER — Student Days 22

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

- 10 *1st Quarter (6-12) Ends*
- 10 *Mandatory Staff Development Day*
- 31 *PK-12 Minimum Day*
- 31 *1st Trimester (PK-5) Ends*

NOVEMBER — Student Days 13 ^

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 10 *PK-12 School Recess Day*
- 11 *Veterans Day Holiday*
- 17 *4-5 Minimum Day & Teacher Conf Day*
- 18-20 *PK-5 Minimum Days & Teacher Conf Days*
- 21 *PK-5 Teacher Conference/Work Day*
- 24-28 *Thanksgiving Break*

DECEMBER — Student Days 15

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

- 17-19 *HS Finals Bell Schedule*
- 19 *PK-8 Minimum Day*
- 19 *2nd Quarter (6-12) Ends*
- 22-31 *Winter Break*

2026

JANUARY — Student Days 17 ^

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- 1-5 *Winter Break*
- 6 *6-12 Teacher Work Day*
- 19 *Martin Luther King Jr. Day Holiday*

FEBRUARY — Student Days 18

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

- 9 *Lincoln's Birthday Holiday*
- 16 *Presidents' Day Holiday*
- 20 *2nd Trimester (PK-5) Ends*
- 27 *PK-12 Minimum Day*

MARCH — Student Days 20

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- 13 *3rd Quarter (6-12) Ends*
- 13 *PK-12 School Recess Day*
- 16 *PK-12 School Recess / CSEA Spring Holiday*

APRIL — Student Days 17

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

- 6-10 *Spring Break*

MAY — Student Days 20

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

- 4-15 *AP Exam Window*
- 22 *PK-5 Minimum Day*
- 25 *Memorial Day Holiday*
- 28 *6-8 Minimum Day*
- 27-29 *HS Finals Bell Schedule*
- 29 *3rd Trimester (PK-5) & 4th Qtr (6-12) Ends*
- 29 *Last Instructional Day / PK-8 Minimum Day*

JUNE — Student Days 0

M	T	W	TH	F
1*	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

- 1 *Alternate Teacher Work Day**
- 19 *Juneteenth Holiday*

2026 Summer School:
June 8 - July 3, 2026

LEGEND

- Federal / State Holidays
- School Recess Days
- Staff Development Days (no students)
- Teacher Work Days (no students)
- Minimum Days (see grade levels above)

TERM DATES

PK - 5	10/31/25	1st Trimester Ends
	02/20/26	2nd Trimester Ends
	05/29/26	3rd Trimester Ends
6 - 12	10/10/25	1st Quarter Ends
	12/19/25	2nd Quarter Ends
	03/13/26	3rd Quarter Ends
	05/29/26	4th Quarter Ends

INSTRUCTIONAL DAYS

PK - 5	6 - 12	TOTAL
Trimester 1 = 60	Semester 1 = 88	Student Instruction Days = **180**
Trimester 2 = 58	Semester 2 = 92	Teacher Work Days = **185**
Trimester 3 = 62	**6 - 12 TOTAL = 180**	
PK - 5 TOTAL = 180		

** Alternate Teacher Work Day option may be taken on 6/1/26 for PK-5 (in lieu of 11/21/25) and for 6-12 (in lieu of 01/06/26) with prior notice to HR by the last work day in September (dates effective for 25/26). HR will inform unit members of this process by email.*

^ Reflects student attendance days for secondary (6-12)

Board Approval 05/08/2025

Exhibit B-1

PLEASANTON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2024-2025

JULY 2024				0
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST 2024				17
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER 2024				20
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER 2024				22
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER 2024				14
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER 2024				15
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Important Dates

08/05/2024 - 08/06/2024	Mandatory Staff Development Days
08/07/2024	Teacher Work Day
08/08/2024	First Instructional Day
10/11/2024	PK-12 Student Non-Attendance/Teacher Non-Work Day
10/31/2024	PK-12 Minimum Day
11/01/2024	Mandatory Staff Development Day
11/18/2024	4-5 Minimum Day
11/19/2024 - 11/21/2024	PK-5 Minimum Days/Teacher Conference Days
11/22/2024	PK-5 Student Non-Attendence/Teacher Confer/Work Day
12/18/2024 - 12/20/2024	HS Finals Bell Schedule
12/20/2024	PK-8 Minimum Day
01/07/2025	6-12 Student Non-Attendance/Teacher Work Day
02/21/2025	PK-12 Minimum Day
03/14/2025	PK-12 Student Non-Attendance/Teacher Non-Work Day
04/21/2025	PK-12 Student Non-Attendance/Teacher Non-Work Day
05/23/2025	PK-5 Minimum Day
05/28/2025 - 05/30/2025	HS Finals Bell Schedule
05/30/2025	Last Instructional Day / PK-8 Minimum Day
06/02/2025	Alternate Teacher Work Day*

Federal / State Holidays and School Breaks

07/04/2024	Independence Day
09/02/2024	Labor Day
11/11/2024	Veterans Day
11/25/2024 - 11/29/2024	Thanksgiving Break
12/23/2024 - 01/06/2025	Winter Break
01/20/2025	Martin Luther King Jr. Day
02/10/2025	Lincoln's Birthday
02/17/2025	Presidents' Day
04/07/2025 - 04/11/2025	Spring Break
05/26/2025	Memorial Day
06/19/2025	Juneteenth

Term Dates

PK - 5

10/31/2024	1st Trimester Ends
02/21/2025	2nd Trimester Ends
05/30/2025	3rd Trimester Ends

6 - 12

10/08/2024	1st Quarter Ends
12/20/2024	1st Semester Ends
03/18/2025	3rd Quarter Ends
05/30/2025	2nd Semester Ends

Legend

- = Federal / State Holidays
- = No School Days
- = Staff Development Days
- = Teacher Work Days
- = High School Finals
- = Minimum Days (refer to grade level specific dates above)

Instructional Days

July	= 0
August	= 17
September	= 20
October	= 22
November	= 14
December	= 15
January	= 17
February	= 18
March	= 20
April	= 16
May	= 21
June	= 0

PK - 5	
TRIMESTER 1	= 59
TRIMESTER 2	= 59
TRIMESTER 3	= 62
PK - 5 TOTAL	= 180

6 - 12	
SEMESTER 1	= 88
SEMESTER 2	= 92
6 - 12 TOTAL	= 180

STUDENT INSTRUCTION DAYS = 180
TEACHER WORK DAYS = 185

** Alternate Teacher Work Day option for PK-5 (11/22/24) and 6-12 (01/07/25) may be taken with prior notice given to HR by the last work day in September. Dates effective for the 2024-2025 school year. Human Resources will inform all unit members by email of this process.*

JANUARY 2025				17
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY 2025				18
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH 2025				20
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL 2025				16
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY 2025				21
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE 2025				0
M	T	W	TH	F
2*	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Exhibit B-1

PLEASANTON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2023-2024

JULY 2023				0
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST 2023				16
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER 2023				20
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER 2023				21
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER 2023				15
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER 2023				16
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Important Dates

08/08/2023	Mandatory Staff Development Day
08/09/2023	Teacher Work Day
08/10/2023	First Instructional Day
09/15/2023	9-12 Minimum Day
10/31/2023	PK-8 Minimum Day
11/01/2023	Mandatory Staff Development Day
11/13/2023	4-5 Minimum Day
11/14-16/2023	PK-5 Minimum Days/Teacher Conf Days
11/17/2023	PK-5 Student Non-Attendence/Teacher Conf/Work Day
12/22/2023	PK-8 Minimum Day
12/20-22/2023	HS Finals Bell Schedule
01/09/2024	6-12 Student Non-Attendance/Teacher Work Day
03/01/2024	PK-12 Minimum Day
05/24/2024	PK-5 Minimum Day
05/29-31/2024	HS Finals Bell Schedule
05/31/2024	Last Instructional Day/PK-8 Minimum Day
06/03/2024	Mandatory Staff Development Day

Term Dates

PK - 5	
11/03/2023	1st Trimester Ends
03/01/2024	2nd Trimester Ends
05/31/2024	3rd Trimester Ends

6 - 12	
10/06/2023	1st Quarter Ends
12/22/2023	1st Semester Ends
03/15/2024	3rd Quarter Ends
05/31/2024	2nd Semester Ends

Federal / State Holidays

07/04/2023	Independence Day
09/04/2023	Labor Day
11/10/2023	Veteran's Day
11/20/2023-11/24/2023	Thanksgiving Break
12/25/2023-01/08/2024	Winter Break
01/15/2024	Martin Luther King Jr. Day
02/12/2024	Lincoln's Birthday
02/19/2024	Presidents' Day
03/29/2024-04/08/2024	Spring Break
05/27/2024	Memorial Day
06/19/2024	Juneteenth

Legend

= Federal / State Holidays

= No School Days

= Staff Development Days

= Teacher Work Days

= HS Finals

= Minimum Days

Instructional Days

July	=	0
August	=	16
September	=	20
October	=	21
November	=	14/15
December	=	16
January	=	15/16
February	=	19
March	=	20
April	=	16
May	=	22
June	=	0

TK - 5*	
TRIMESTER 1 =	60
TRIMESTER 2 =	63
TRIMESTER 3 =	57
TK - 5 TOTAL =	180

6 - 12	
SEMESTER 1 =	88
SEMESTER 2 =	92
6 - 12 TOTAL =	180

STUDENT INSTRUCTION DAYS = 180
TEACHER WORK DAYS = 185

*Elementary Early Release Days will be reflected on Site Based Calendars

JANUARY 2024				15
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY 2024				19
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH 2024				20
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL 2024				16
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY 2024				22
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE 2024				0
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Board Approval: February 9, 2023

Exhibit B-1

PLEASANTON UNIFIED SCHOOL DISTRICT INSTRUCTIONAL CALENDAR 2022-2023

JULY 2022				0
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST 2022				16
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER 2022				21
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 2022				20
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER 2022				15
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER 2022				16
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Important Dates

08/08/2022	Mandatory Staff Development Day
08/09/2022	Teacher Work Day
08/10/2022	First Instructional Day
10/28/2022	PK-12 Minimum Day
10/31/2022	PK-12 Student Non-Attendance/Teacher Non-Work Day
11/01/2022	Mandatory Staff Development Day
11/14/2022	4-5 Minimum Day
11/15-17/2022	PK-5 Minimum Days/Teacher Conf Days
11/18/2022	PK-5 Student Non-Attendance/Teacher Conf/Work Day
12/22/2022	PK-8 Minimum Day
12/20-22/2022	HS Finals Bell Schedule
01/09/2023	6-12 Student Non-Attendance/Teacher Work Day
03/03/2023	PK-12 Minimum Day
03/16/2023	Mandatory Staff Development Day
03/17/2023	PK-12 Student Non-Attendance/Teacher Non-Work Day
04/10/2023	PK-12 Student Non-Attendance/Teacher Non-Work Day
05/26/2023	PK-5 Minimum Day
05/31/2023-06/02/2023	HS Finals Bell Schedule
06/02/2023	Last Instructional Day/PK-12 Minimum Day

Term Dates

PK - 5

10/28/2022	1st Trimester Ends
02/24/2023	2nd Trimester Ends
06/02/2023	3rd Trimester Ends

6 - 12

10/07/2022	1st Quarter Ends
12/22/2022	1st Semester Ends
03/17/2023	3rd Quarter Ends
06/02/2023	2nd Semester Ends

Federal / State Holidays

07/04/2022	Independence Day
09/05/2022	Labor Day
11/11/2022	Veteran's Day
11/21/2022-11/25/2022	Thanksgiving Break
12/23/2022-01/06/2023	Winter Break
01/16/2023	Martin Luther King Jr. Day
02/13/2023	Lincoln's Birthday
02/20/2023	Presidents' Day
04/03/2023-04/07/2023	Spring Break
05/29/2023	Memorial Day
06/19/2023	Juneteenth

Legend

- = Federal / State Holidays
- = No School Days
- = Staff Development Days
- = Teacher Work Days
- = HS Finals
- = Minimum Days

Instructional Days

July	= 0
August	= 16
September	= 21
October	= 20
November	= **15**
December	= 16
January	= 15
February	= 18
March	= 21
April	= 14
May	= 22
June	= 2

STUDENT INSTRUCTION DAYS = 180
TEACHER WORK DAYS = 185

PK - 5*	
TRIMESTER 1	= 57
TRIMESTER 2	= 62
TRIMESTER 3	= 61
PK - 5 TOTAL	= 180

6 - 12	
SEMESTER 1	= 88
SEMESTER 2	= 92
6 - 12 TOTAL	= 180

*Elementary Early Release Days will be reflected on Site Based Calendars

JANUARY 2023				15
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY 2023				18
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH 2023				21
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL 2023				14
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY 2023				22
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE 2023				2
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APT: [signature] 1/28/22

District: [signature] 1/28/22

Exhibit C-1

Grievance Procedure
GRIEVANCE FORM

Directions: This form is to be completed by a member of the representation unit filing a grievance.

_____

NAME(Last) (First) (Middle)

_____

ADDRESS HOME TELEPHONE

_____

REPRESENTATIVE (if any)

_____ _____

SCHOOL GRADE and/or SUBJECT

_____

DATE GRIEVANCE OCCURRED:

GRIEVANCE: (Clear, concise statement of circumstances and grievance)

_____

_____

_____

AGREEMENT TERM(S) VIOLATED, MISINTERPRETED, OR MISAPPLIED:_____

_____

_____

SPECIFIC REMEDY SOUGHT: _____

_____

_____

_____

CONFERENCE REQUESTED: YES: _____ NO: _____

_____ _____

SIGNATURE DATE

RECEIVED BY: _____ _____

NAME / TITLE DATE RECEIVED

LEVEL 1_____LEVEL II_____LEVEL III_____

Distribution: White copy - Immediate Supervisor Yellow Copy - Grievant Pink Copy - Human Resources

Exhibit C-2

Grievance Procedure
APPEAL FORM

Directions: This form is to be completed by a member of the representation unit who had been denied a grievance at any of the appropriate levels.

_____

NAME (Last) (First) (Middle)

_____

ADDRESS HOME TELEPHONE

_____

SCHOOL

DATE GRIEVANCE FILED: _____

DATE DECISION RENDERED: _____

DECISION RENDERED (or attach a copy of the Decision):_____

_____

_____

REASON FOR APPEAL: _____

_____

_____

AGREEMENT TERMS(S) VIOLATED, MISINTERPRETED, OR MISAPPLIED:

_____

_____

SPECIFIC REMEDY SOUGHT: _____

_____

_____

CONFERENCE REQUESTED: YES: _____ NO: _____

_____ _____

SIGNATURE DATE

RECEIVED BY: _____ _____

NAME / TITLE DATE RECEIVED

LEVEL II_____LEVEL III_____

Distribution: White copy - Immediate Supervisor Yellow Copy - Grievant Pink Copy - Human Resources

Exhibit D

Pleasanton Unified School District
REQUEST FOR TRANSFER

DUE IN HUMAN RESOURCES OFFICE
NO LATER THAN 4:30 P.M. on FEBRUARY 15, 20_____

Date: _____
Current School Site: _____
Name: _____
Current Position: _____

Credentials Possessed (include expiration date):
_____
_____
_____

Pursuant to Article 7 (Reassignment and Transfer) of the collective bargaining agreement between the Pleasanton Unified School District and the Association of Pleasanton Teachers, I wish to be considered for a transfer for the coming year.

I wish to receive consideration for each of the following positions (which are not necessarily listed in priority order) on the list of vacancies:

Position No. _____ Description: _____

Position No. _____ Description: _____

Position No. _____ Description: _____

Position No. _____ Description: _____

Position No. _____ Description: _____

Employee Signature _____

Received by Human Resources Division:	Acknowledgment by Current Principal/Program Director:
_____	_____
Signature	Signature
_____	_____
Date	Date

Article 7 of the District/APT collective bargaining agreement addresses employee-initiated transfers. To be considered, a **permanent** employee must first possess the required credentials for the position (and, in some cases, a CLAD/SB1969 certificate). Once you have determined that your credentials are in order, the following steps should be followed:

STEP 1 **JANUARY:** Administrators at each site will first meet with staff and make tentative assignments (the internal shuffle) for the coming year.

STEP 2 **FEBRUARY 1:** A list of potential openings will be compiled by the HR Division, with input from administrators, and will be available at school sites by February 1. This list will contain, at a minimum, all known vacancies due to retirements, resignations, and growth positions.

STEP 3 **FEBRUARY 15:** To be considered for an employee-initiated transfer, an employee must fill out the Request for Transfer form on the back side of this memo (the "Green" Form). The Form must be submitted to Human Resources no later than 4:30 p.m. on February 15th. The Form must reference a specific listed position. Only **permanent** employees are eligible for this process.

STEP 4 **MARCH 1:** Each employee who submitted a "Green" form, and who possesses the required credentials/certificates for the identified position(s), will be contacted by the affected administrator(s) to schedule an interview for that position. Employees will be notified by March 1st regarding the administrator's recommendation concerning their request for transfer.

STEP 5 **MARCH 10:** All continuing teachers (permanent and probationary), and temporaries to whom a job offer will be extended, will be advised of their tentative assignments for the coming year.

STEP 6 **THEREAFTER:** All remaining vacant positions will be posted and interested applicants from both inside and outside of the District may apply. All permanent District employees who possess the required credentials will be offered an interview. Competitive interviews will be held to determine the finalist for each position.

Please review Article 7 in the collective bargaining agreement to see the criteria used to make selections. There are two ways to voluntarily transfer or be reassigned: (1) The process described above, which results in first consideration for known vacancies; or (2) (in the alternative) an employee can apply for remaining vacant positions after being given an assignment for the coming year.

Exhibit E

HIGH SCHOOL EXTRA DUTY ASSIGNMENT/STIPENDS

		VARSITY HEAD COACH	JV/FROSH HEAD COACH	ASSISTANT COACH
PAY SCALE CATEGORY	**SPORT**			
CATEGORY 1 – over 100 athletes	Football (150 athletes)	8.00%	7.00%	5.00%
	Track & Field (150 athletes)	8.00%	6.00%	4.50%
CATEGORY 2 – 51-100 athletes	Swimming & Diving (100 athletes)	7.50%	6.00%	4.50%
	Cross-Country (75)	7.50%	5.50%	4.00%
CATEGORY 3 – 26-50 athletes	Soccer (65 athletes)	7.50%	6.00%	4.50%
	Baseball (65 athletes)	7.50%	6.50%	5.00%
CATEGORY 4 – 1-25 athletes	Water Polo (45 athletes)	7.00%	6.00%	4.50%
	Volleyball (45 athletes)	7.00%	5.00%	4.00%
	Sideline Cheer (45 athletes)	7.00%	5.00%	4.00%
	Basketball (45 athletes)	7.50%	6.50%	5.00%
	Wrestling (45 athletes)	7.00%	6.00%	4.50%
	Softball (45 athletes)	7.50%	6.50%	5.00%
	Lacrosse (45 athletes)	7.00%	5.00%	4.00%
	Tennis (25 athletes)	6.50%	4.50%	4.00%
	Comp Cheer (25 athletes)	6.50%	4.50%	4.00%
	Stunt (25 athletes)	6.50%	4.50%	4.00%
	Tennis (25 athletes)	6.50%	4.50%	4.00%
	Golf (15 athletes)	6.50%	4.50%	4.00%

Stipends are paid at on the Alternative Column II Step I less $7995.

Assumes one coach per Category.

OTHER STIPENDS	
ASSIGNMENT	**PERCENTAGE**
ATHLETIC DIRECTOR	10.0%
CHEERLEADER ADVISOR	5.0%
DRAMA DIRECTOR	5.0%
MUSIC DIRECTOR ASSISTANT MUSIC DIRECTOR - MARCHING BAND SUPPORT	5.0% 4.0 %
CHORAL DIRECTOR	4.0%
COMP CIVICS COACH	4.0%
DEBATE ***OR*** MOCK TRIAL COACH	4.0%
NEWSPAPER ADVISOR	4.0%
STAGE CRAFT ADVISOR	4.0%
YEARBOOK ADVISOR	4.0%

SPECIAL ASSIGNMENTS	
ASSIGNMENT	**PERCENTAGE**
HEAD COUNSELOR	16.5% (15 EXTRA WORKDAYS)
PROGRAM SPECIALIST	16.5% (15 EXTRA WORKDAYS)
ACTIVITIES DIRECTOR (COMPREHENSIVE H.S.)	5.2%
ACTIVITIES DIRECTOR (CONTINUATION H.S.)	2.6%

FOOTNOTES:

1. EACH YEAR, THE DISTRICT SHALL DETERMINE WHICH ASSIGNMENTS SHALL BE OFFERED.

   A. EACH SITE SHALL THEN RECOMMEND TO THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES, THE NUMBER OF POSITIONS TO BE OFFERED AND THE FUNDING SOURCE.

   B. APPOINTMENT TO AN ASSIGNMENT SHALL BE MADE BY THE HIGH SCHOOL PRINCIPAL WITH THE CONCURRENCE OF THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES.

2. EACH STIPEND IN EXHIBIT E IS CALCULATED ON ALTERNATE COLUMN II, STEP 1 (LESS $7,995) OF THE CERTIFICATED SALARY SCHEDULE.

Exhibit F-1

Pleasanton Unified School District
Assessment Timeline and Overview

TIMELINE	ACTIVITY	PARTNER	PORTFOLIO	ADMINISTRATIVE	
				CHOICE	MANDATED
N/A	Frequency	Every 4 years	Every 4 years	Every 4 years	Annually
April - June	Information	Provide information on Assessment Processes to returning Evaluatees in April-June. New employees to receive information at the beginning of the year.			
Sept - Oct.	Self-Assessment	First Quarter/Trimester **Self-Assessment** on the Continuum of Teaching Practice			
Sept - Oct.	Goals as Inquiry	**Area of Investigation** Partner/Portfolio Choice: Develop specific inquiry into student work, abilities and behaviors. Mandated: As directed by the Administrator.			
Sept - Oct.	Initial Meeting	**Staff & Administrator Meeting** Present, discuss, and agree upon Area of Investigation			
November through April	Observing and Conferring for Assessment and Reflection	Not less than three Conference Cycles with Partner Not less than three pre-conferences by each partner. Not less than three reciprocal observations by each partner. Not less than three post-conferences by each partner. Administrator receives copies of all pre/post conference forms immediately following each post conference.	1st Quarter/ Trimester: one conference cycle with Administrator. First Meeting to select and reflect on at least four portfolio items. 1st Quarter/ Trimester: an option group meeting with administrator to share and discuss the portfolio selection/ reflection. 2nd Quarter/ Trimester: collaborative meeting between unit member and administrator based on artifacts gathered in support of the	Choice: Two* Conference Cycles with Administrator Choice: Two* pre-conferences with administrator. Choice: Two* observations by administrator to support the Area of Investigation. Choice: Two* post-conferences with administrator. *Mandated is Three with a mid-year conference in early February.	

			portfolio and to write reflections.	
April - June	Self-Assessment	Fourth Quarter/3rd Trimester **Self-Assessment** on Continuum of Teaching Practice		
April - June	Summative Meeting Final Self-Assessment	**Staff and Administrator Meeting** Partner/Portfolio Choice: Unit member writes self-assessment. Administrator adds comments. Mandated: Administrator writes summative assessment. (Completed prior to the last five weeks of the school year.)		

Exhibit F-2a

CONTINUUM

OF TEACHING PRACTICE

Exhibit F-2b

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

Pleasanton Unified School District
4665 Bernal Avenue
Pleasanton, CA 94566

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

1: ASSESSING AND DIAGNOSING STUDENT NEEDS – APPROPRIATE WHEN CONDUCTING A COMPREHENSIVE EVALUATION

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
1-1	**Performs assessment with little or no interviews of student, parents, teachers, or other personnel familiar with student's background.**	**Performs assessment using a minimum of interviews (for example only the classroom teachers).**	**Performs assessments that include interviews with parents, teachers, and other personnel familiar with the student's background.**	**Performs assessments that include thorough interviews with parents, teachers and other personnel. Interview data is used to select appropriate tools for assessment.**	**Consistently performs assessments that include thorough interviews of teachers, students, parents, and other personnel familiar with the student's background. Interview data is used to select appropriate tools for assessment and for developing recommendations.**
1-2	**Assessment has little or no observational data of student in area of concern. (Class/subject, school grounds)**	**Assessment has limited direct and/or teacher observational data by examiner in areas of concern. (Class/subject, school grounds)**	**Assessment includes direct observational data. As appropriate, the observational data may include teacher observation (secondhand) and/or firsthand observation by examiner in areas of concern.**	**Assessment includes direct observational data. The observational data includes both teacher observation (secondhand) and first-hand observation by the examiner in the areas of concern.**	**Assessment consistently includes comprehensive direct observational data to inform the evaluation. The observational data includes both teacher observation (secondhand) and direct observation by the examiner in the areas of concern.**
1-3	**Assessments focus only on current behavior & levels of performance with only a cursory review of health and educational history.**	**Assessments provide some documentation of current behavior & levels of performance, educational and health history, and background information. Assessments provide some insights as to how these factors may affect school performance.**	**Assessments include relevant documentation of educational, developmental and health history, with consideration of the results of previous testing. Assessments explicitly link information with implications for school performance.**	**Assessments include relevant documentation of educational, developmental and health history, with consideration of the results of previous testing, as well as cultural and linguistic issues. Assessments clearly link information with implications for school performance.**	**Assessment consistently includes a thorough review of educational history, previous testing, health issues and cultural, linguistic, environmental issues and effectively utilizes the assessment data to provide useful and insightful implications for school performance.**
1-4	**Assessments are tailored to address areas of concern. Uses appropriate assessment tools.**	**Assessments are tailored to address areas of concern. Uses appropriate assessment tools and interprets results.**	**Assessments are tailored to address areas of concern. Uses a variety of appropriate assessment tools and interprets results in an effective manner.**	**Assessments are tailored to address areas of concern. Uses a variety of appropriate assessment tools, interprets results effectively, and applies to academic learning.**	**Assessments are tailored to address areas of concern. Uses a variety of appropriate assessment tools, interprets results, applies to academic learning, and develops recommendations to help remediate.**

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

2: ASSESSING AND DIAGNOSING STUDENT NEEDS – MONITORS AND COMMUNICATES STUDENT PROGRESS

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
2-1	**Creates a written report that includes test scores without interpretation of test results.**	**Creates a written report that includes test scores, interpretation of test score results, some observational data, and a basic summary of findings.**	**Creates a written report that includes analysis of test results and observational data, summarizes strengths and needs, and includes useful recommendations.**	**Creates a written report that integrates test results with background information and observations, summarizes strengths and needs, and includes clear and useful recommendations.**	**Creates a written report that analyzes test results in a cohesive and comprehensive manner, by incorporating background data, interviews and observations into a comprehensive summary of findings with thorough recommendations.**
2-2	**Communicates assessment results at IEP meetings. No attempt to consult with parents or teachers prior to or during the assessment process.**	**Communicates assessment results at IEP meetings. Consults with teachers prior to or during the assessment process, but does not attempt to contact parents prior to IEP meeting.**	**Communicates effectively with teachers and parents prior to and during the assessment process. Communicates with school administrator(s) as appropriate. During IEP meetings, provides essential information for documenting a handicapping condition that is useful for determining program eligibility and modifications. Provides recommendations specific to the individual student's needs.**	**Communicates effectively with parents, students, teachers, and administrators, prior to assessment, during assessment and at IEP meeting. During IEP meetings, provides essential information for documenting a handicapping condition that is useful for determining program eligibility and modifications. Provides recommendations specific to the individual student's needs.**	**Communicates extremely effectively as a team member with parents, students, teachers, and administrators, prior to assessment, during assessment and at IEP meeting. Provides thorough information that is useful for parents and school staff in planning for academic and social success. Problem solves and works very effectively as a team member. Keeps composure when challenged.**
2-3	**Writes assessment reports in isolation with minimal inclusion of other team member's information. Reports may not always include detail and/or may contain some proofreading errors.**	**Writes assessment reports that includes information provided by other team members. Reports may on occasion be brief or lacking detail and may contain occasional, minor proofreading errors.**	**Writes clear and complete assessment reports that integrate observations and testing information provided by other team members. Reports are proofread for accuracy.**	**Writes integrated assessment with input from other team members and proofreads for accuracy. Reports are written in a clear and concise manner that very effectively communicates needed information to parent and school staff.**	**Writes and/or co-writes integrated assessment reports with assessment team members, writes cohesive summary, and edits to ensure cohesiveness and readability by parents and teachers. Assessment reports exhibit an exemplary degree of thoroughness, professional knowledge, and skill.**

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

3: ASSISTS IN THE PROCESSING OF STUDENT REFERRALS

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
3-1	**Attends, but minimally participates in the Student Success/Study Team (SST) process when invited.**	**Attends and participates in SST meetings at the request of the site administrator or counselor.**	**Attends and participates in SST meetings at request of site administrator or counselor. Communicates effectively and actively assists team in suggesting possible strategies and intervention in developing an intervention plan.**	**Attends, participates and communicates very effectively in SST meetings at request of site administrator or counselor. Reviews background information prior to the meeting and participates in developing an intervention plan. Demonstrates solid knowledge of possible resources, strategies and interventions that may be appropriate for the student.**	**Attends and participates in SST meetings at request of site administrator or counselor. Thoroughly reviews student background information prior to the meeting and actively participates in developing an intervention plan. Offers to provide or to facilitate intervention services when appropriate. Demonstrates knowledge of a wide array of possible resources, strategies and interventions that may be appropriate for the student.**
3-2	**Collaborates to a limited degree with staff to assist/support student needs.**	**Collaborates with staff and parents to assist/support student needs.**	**Collaborates effectively, when contacted by staff, parents, mental health professionals, student (when appropriate), and other professionals to assist/support student needs.**	**Collaborates effectively when contacted by or initiating contact with staff, parents, mental health professionals, student (when appropriate), and other professionals to assist/ support student needs.**	**Collaborates proactively and effectively with staff, parents, mental health professionals, student (when appropriate), and other professionals to assist/support student needs.**

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

4: ADHERES TO DISTRICT, STATE AND FEDERAL GUIDELINES / ETHICS

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
4-1	**Demonstrates and applies a beginning knowledge of district, state, and federal guidelines and standards for ethical behavior.**	**Demonstrates and applies a basic knowledge of district, state, and federal guidelines and standards for ethical behavior. At times provides leadership to the IEP team for assuring full compliance with legal requirements.**	**Demonstrates and applies a solid working knowledge of district, state, and federal guidelines and standards for ethical behavior. Provides leadership, as appropriate to the IEP team for assuring full compliance with legal requirements.**	**Demonstrates and applies a strong working knowledge of district, state and federal guidelines and standards for ethical behavior. Assumes responsibility and is consistently proactive in providing leadership to the IEP team for assuring full compliance with legal requirements.**	**Demonstrates and applies an extensive working knowledge of district, state, and federal guidelines and standards for ethical behavior. Assumes responsibility and is consistently proactive in providing leadership to the IEP team for assuring full compliance with legal requirements.**
4-2	**The baseline expectation for this standard is at the applying level.**	**The baseline expectation for this standard is at the applying level.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with student and with outside professional only with written parental authorization. Is aware of when you need parent permission to release information.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with student and with outside professional only with written parental authorization. Is aware of when you need parent permission to release information.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with student and with outside professional only with written parental authorization. Is aware of when you need parent permission to release information.**
4-3	**Occasionally ensures compliance requirements in areas such as timelines and processing of SELPA forms.**	**Generally ensures compliance requirements in areas such as timelines and processing of SELPA forms. Uses timeline waivers agreed upon by parent when unable to meet compliance timelines.**	**Consistently ensures compliance requirements in areas such as timelines and processing of SELPA forms. Uses timeline waivers agreed upon by parent in rare circumstances relating to parent, student, and/or teacher availability.**	**Consistently ensures compliance requirements in areas such as timelines and processing of SELPA forms. Uses timeline waivers agreed upon by parent in rare circumstances relating to parent, student, and/or teacher availability.**	**Consistently ensures compliance requirements in areas such as timelines and processing of SELPA forms. Uses timeline waivers agreed upon by parent in rare circumstances relating to parent, student, and/or teacher availability.**

CONTINUUM OF SCHOOL PSYCHOLOGIST DEVELOPMENT

5: PROFESSIONAL RELATIONSHIPS

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
5-1	**May not consistently act in a professional manner; may become defensive when questioned by parents and staff, may not respect personal boundaries. May act in an overly independent or isolated manner as opposed to being collaborative and team-oriented. Ability to develop positive and professional working relationship may be limited.**	**Acts in a professional manner during school-based meetings, but may become defensive when questioned by parents or staff. May sometimes act in an overly independent or isolated manner as opposed to being collaborative and team-oriented. Ability to develop positive and professional working relationships may be evident but limited at times.**	**Develops rapport with parents, students, staff, colleagues, administration during school-based meetings. Demonstrates a collaborative and team-oriented approach. Demonstrates the ability to develop positive and professional interactions and working relationships with school staff. Generally considers the best way of communicating with staff or parents in other circumstances (i.e. e-mailing with a parent when a phone conversation or face-to-face meeting is indicated).**	**Develops and maintains a high level of rapport with parents, students, staff, colleagues and administrators. Demonstrates a collaborative and team-oriented approach. Demonstrates the ability to develop positive and professional interactions and working relationships with school staff. Consistently considers the most appropriate way to communicate with staff, administrators and parents (talking by phone or in a face-to-face meeting when indicated).**	**Develops and maintains a very high level of rapport and trust with parents, students, staff, colleagues and administrators in all circumstances. Consistently demonstrates a collaborative and team-oriented approach. Demonstrates the ability to develop positive and professional interactions and working relationships with school staff. Consistently identifies and follows through with the most appropriate means of communicating with staff, administrators and parents (talking by phone or in a face-to-face meeting when indicated).**

Exhibit F-2c

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Pleasanton Unified School District
4665 Bernal Avenue
Pleasanton, CA 94566

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
1.1	**Observes colleagues planning a counseling program designed to meet the needs of the school.**	**Participates with support and guidance from colleagues in planning, organizing and delivering a counseling program designed to meet the needs of the school.**	**Participates with colleagues planning, organizing and delivering a counseling program designed to meet the needs of the school.**	**Contributes new ideas in planning, organizing and delivering a counseling program designed to meet the needs of the school.**	**Consistently contributes new ideas for program planning and design. Serves in a leadership role in implementing the school counseling program.**
1.2	**The baseline expectation for this standard is at the Applying level.**	**The baseline expectation for this standard is at the Applying level.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with students and with outside professionals only with written parental authorization. Is aware of when parent permission is needed to release information.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with student and with outside professionals only with written parental authorization. Is aware of when parent permission is needed to release information.**	**Keeps files and information confidential. Shares confidential information only with school professionals directly involved with student and with outside professionals only with written parental authorization. Is aware of when parent permission is needed to release information.**
1.3	**Establishes positive working relationships with a few parents, teachers, and colleagues.**	**Expands the number of positive working relationships with parents, teachers, and colleagues.**	**Is consistently approachable. Establishes positive working relationships with parents, teachers, and colleagues.**	**In consistently approachable. Actively seeks to establish positive relationships with the entire school community.**	**Models positive and exemplary relationships skills & assists colleagues, parents and students in the development of effective communication and problem solving skills.**
1.4	**The baseline expectation for this standard is at the Applying level.**	**The baseline expectation for this standard is at the Applying level.**	**Actively follows the California Educational Code, FERPA (Family Educational Rights and Privacy Act), and ethical guidelines for professional school counselors.**	**Actively follows the California Educational Code, FERPA (Family Educational Rights and Privacy Act), and ethical guidelines for professional school counselors.**	**Actively follows the California Educational Code, FERPA (Family Educational Rights and Privacy Act), and ethical guidelines for professional school counselors. Acts as a source of information and advises colleagues as to the application of these regulations.**

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 2: The professional school counselor implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
2.1	**Observes colleagues presenting school guidance lessons.**	**With support from colleagues, participates in presenting guidance lessons.**	**Delivers school guidance lessons independently and effectively.**	**Delivers school guidance lessons independently and very effectively. Contributes to the design of guidance lessons.**	**Delivers school guidance lessons independently and very effectively. Designs guidance lessons to meet students' needs and school goals. Collaborates with staff to insure effective implementation of school guidance curriculum.**
2.2	**Uses a few instructional strategies. Delivers instruction with available resources and materials.**	**Varies instruction to increase student participation. Selects strategies, resources, and visuals with some consideration of students' academic and linguistic needs.**	**Elicits student participation through a variety of effective instructional strategies intended to match students' academic and linguistic needs. Checks for student understanding.**	**Uses a repertoire of effective strategies and resources. Selects and differentiates instruction to accommodate students' diverse learning styles.**	**Uses extensive repertoire of effective strategies to meet students' diverse academic and linguistic needs and to ensure fullest participation and learning for all students.**
2.3	**Demonstrates an awareness of effective verbal and nonverbal communication skills when delivering school guidance curriculum.**	**With support from colleagues, participates in delivering school guidance curriculum, using effective verbal and nonverbal communication.**	**Clearly and effectively communicates verbally and nonverbally when delivering school guidance curriculum.**	**Clearly and effectively communicates verbally and nonverbally when delivering school guidance curriculum. Varies communication strategies to meet student needs.**	**Clearly and effectively communicates verbally and nonverbally when delivering school guidance curriculum. Varies communication strategies to meet student needs. Provides support and instruction to colleagues for improvement of communication skills.**

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
3.1	**Demonstrates an awareness of the District's vision of student success (personal, social, and academic), that is appropriate for each grade level and for the individual student's needs and developmental stage. With support and guidance from colleagues, monitors students' academic progress on a regular basis and makes scheduling and planning adjustments.**	**Demonstrates an awareness of the District's vision of student success (personal, social, and academic), that is appropriate for each grade level and the individual student's needs and developmental stage. Guides students toward these goals as developmentally appropriate. Monitors students' academic progress on a regular basis and makes scheduling and planning adjustments.**	**Demonstrates an awareness of the District's vision of student success (personal, social and academic), that is appropriate for each grade level and the individual student's needs and developmental stage. Tailors each student's educational and/or career plan to meet the individual student's needs. Monitors students' academic progress on a regular basis and makes scheduling and planning adjustments.**	**Demonstrates an awareness of the District's vision of student success (personal, social, and academic), that is appropriate for each grade level and the individual student's needs and developmental stage. Consistently tailors each student's educational and/or career plan to meet the individual student's needs. Monitors students' academic progress on a regular basis and makes scheduling and planning adjustments.**	**Demonstrates an awareness of the District's vision of student success (personal, social, and academic), that is appropriate for each grade level and the individual student's needs and developmental stage. Consistently tailors each student's educational and/or career plan to meet the individual student's needs. Monitors student's academic progress on a regular basis and makes scheduling and planning adjustments. Seeks resources to support the development of the whole student. Actively participates in the development and revision of the educational and career planning process.**

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small group counseling, consultation and referral skills.

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
4.1	**Acts in a professional manner but may need support and direction.**	**Acts in a professional manner but may need support and direction. Demonstrates the ability to develop positive and professional working relationships.**	**Demonstrates a collaborative and team-oriented approach. Demonstrates the ability to develop rapport and positive and professional relationships with school staff. Generally considers the best way of communicating with staff or parent (i.e. knowing when a face-to-face meeting is preferable to an email).**	**Demonstrates a collaborative and team-oriented approach. Demonstrates the ability to develop rapport and positive and professional relationships with school staff. Consistently considers the best way of communicating with staff or parent, (i.e. knowing when a face-to-face meeting is preferable to an email).**	**Consistently demonstrates a collaborative and team-oriented approach. Demonstrates positive rapport and professional relationships with school staff. Consistently identifies and follows through with the most appropriate means of communicating with staff, administrators and parents (i.e. knowing when a face-to-face meeting is preferable to an email).**
4.2	**Demonstrates knowledge of effective counseling practices for individuals and groups. With support and guidance from colleagues, meets with students who have been referred.**	**Demonstrates knowledge of effective counseling practices for individuals and groups. Meets with students individually or with groups with frequent guidance from colleagues. Gather information about student background, progress and needs.**	**Meets with students independently, establishes relationships and develops intervention plans for individual or group counseling based on individual student needs, background, academic progress and personal/social issues.**	**Demonstrates knowledge of effective counseling practices for individuals and groups. Forms meaningful relationships with students and develops effective intervention strategies that proactively address student needs, individually and/or in groups.**	**Demonstrates extensive knowledge of effective counseling practices for individuals and groups. Forms meaningful relationships with students and develops effective intervention strategies that proactively address student needs, individually and/or in groups. Designs new programs and/or curriculum to meet student needs.**

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small group counseling, consultation and referral skills.

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
4.3	Demonstrates awareness of the appropriate referral process involving teachers, administrators, other school personnel, and community resources.	Demonstrates awareness of the appropriate referral process involving teachers, administrators, other school personnel, and community resources. Gathers information about available resources and referrals within the school and community.	Demonstrates a knowledge base of referral resources, and establishes a working relationship with outside agencies. Assesses individual student needs by taking into account the student's background, academic progress and personal/social issues. Knows when consultation and collaboration is needed, and actively seeks out colleagues and supervisors for collaboration.	Continues to expand knowledge base of referral resources, and establishes a working relationship with outside agencies. Assesses individual student needs by taking into account the student's background, academic progress and personal/social issues. Knows when consultation and collaboration is needed. Continues to actively seek out colleagues and supervisors for collaboration. Uses own experience to support colleagues.	Continues to expand knowledge base of referral resources, and establishes a working relationship with outside agencies. Assesses individual student needs by taking into account the student's background, academic progress and personal/social issues. Knows when consultation and collaboration is needed. Continues to actively seek out colleagues and supervisors for collaboration. Uses own experience to support colleagues. Anticipates common questions and concerns and proactively addresses these through verbal and/or written communication with staff.
4.4	Demonstrates basic knowledge of various crisis response services. Makes self available and demonstrates ability to take direction during a crisis situation.	Demonstrates basic knowledge of various crisis response services. Makes self available and demonstrates ability to take direction during a crisis situation. Takes initiative to offer appropriate assistance where needed.	Demonstrates knowledge of various crisis response services. Makes self available and demonstrates ability to take direction during a crisis situation. Assumes a leadership role as part of the crisis response team.	Demonstrates extensive knowledge of various crisis response services. Makes self available and demonstrates ability to take direction during a crisis situation. Assumes a leadership role as part of the crisis response team. Provides appropriate resources to support those experiencing the crisis.	Demonstrates extensive knowledge of various crisis response services. Makes self available and demonstrates ability to take and provide direction. Assumes a leadership role as part of the crisis response team. Develops and provides appropriate resources to support those experiencing the crisis. Demonstrates ability to provide crisis response services to other school sites. Participates in post-crisis debriefing and evaluation.

CONTINUUM OF PROFESSIONAL SCHOOL COUNSELOR DEVELOPMENT

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational numbers

	BEGINNING	EMERGING	APPLYING	INTEGRATING	INNOVATING
5.1	**Demonstrates an awareness of the District's and individual school site's counseling and educational programs, (e.g., at-risk programs, character education programs, AVID, GATE).**	**Participates in system support activities for counseling and other educational programs (e.g., at-risk programs, character education programs, AVID, GATE), with guidance and support from colleagues.**	**Effectively participates in system support activities for counseling and other educational programs (e.g., at-risk programs, character education programs, AVID, GATE).**	**Effectively participates and provides a leadership role in system support activities for counseling and other educational programs (e.g., at-risk programs, character education programs, AVID, GATE).**	**Very effectively provides a leadership role in system support activities for counseling and other educational programs (e.g., at-risk programs, character education programs, AVID, GATE). Manages the school counseling program and assesses its effectiveness as part of the overall school community.**

Exhibit F-3

PLEASANTON UNIFIED SCHOOL DISTRICT
OBSERVATION LOG
All Unit Members

(An Evaluation Report must be completed after no more than three Observation Logs have been completed.)

Name_____ School _____

Class/Subject/Grade _____ Number of Students Present: _____

Time of Observation: From _____ to _____ Date of Observation: _____

Observer's Comments:
Comments should include references to one or more of the following:
(a) progress toward Area of Inquiry (Administrative Choice)
(b) progress on the California Standards for the Teaching Profession (CSTP) for teachers and other agreed-upon continua of Professional Standards for other unit members (see Exhibit F-2a, F-2b and F-2c)

Commendations/Recommendations:

Administrator's Signature		Date	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.			
Evaluatee's Signature		Date	

Exhibit F-4

ADMINISTRATIVE CHOICE - TEACHER

(Note: A permanent employee who chooses the "Administrative" option may choose this form or form F-3)

Name _____

Date _____ Administrator _____

Pre & Post Conferences 1 2 (circle one)

<u>Pre Conference</u> (Written by Evaluatee)
Based on the evaluatee's Area of Inquiry, identify the specific academic content, student outcome, and/or instructional techniques that will be the focus of the lesson.

<u>Post Conference</u> (Co-written by Evaluatee and Administrator)
After discussing the observation data, compare what happened with what was desired. Reflect on what helped, what hindered and why.

<u>Next Steps</u>
How will the results of this observation guide and influence your future instructional practices?

Administrative Comments:

Administrator's Signature		Date	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.			
Evaluatee's Signature		Date	

Exhibit F-5

PARTNER OPTION - TEACHER

Name _____ Partner _____

Date _____

Pre & Post Conferences 1 2 3 (circle one)

Pre Conference (Written by partner to be observed)
Based on your Area of Inquiry, identify the specific academic content, student outcome, and/or instructional techniques that will be the focus of your lesson.

Post Conference (Written by partner who was observed)
After meeting with your partner, reflect on what helped, what hindered and why:

Next Steps
How will the results of this observation guide and influence your future instructional practices?

Administrative Comments:

Administrator's Signature		Date	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.			
Evaluatee's Signature		Date	

Exhibit F-6

PORTFOLIO OPTION
(Reflection on Portfolio Selection)
All Unit Members

Name _____

School _____

Date _____

Portfolio Conference # 1 2 (circle one)

What does this selection show about progress in your Area of Inquiry?

What will be your next steps? – Improvements? or New Strategies?

Exhibit F-7a

Administrative Mandated_____
Administrative Choice_____

PLEASANTON UNIFIED SCHOOL DISTRICT
PROFESSIONAL EVALUATION REPORT
Teacher

Evaluatee's Name: _____ Date: _____

Site: _____ Grade/Subject: _____

P E R F O R M A N C E A R E A S

Criteria and Related Indicators:

STANDARD ONE:
ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

1.1 Using knowledge of students to engage them in learning
1.2 Connecting student's prior knowledge, backgrounds, life experiences, and interests
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

Comments:
_____
_____
_____

STANDARD TWO:
CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure climate in which all students can learn
2.7 Using instructional time to optimize learning

Comments:
_____
_____
_____
_____

STANDARD THREE:
UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Comments:

_____
_____
_____
_____

STANDARD FOUR:
PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Comments:

_____
_____
_____
_____

STANDARD FIVE:
ASSESSING STUDENT FOR LEARNING

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Comments:

_____
_____
_____

STANDARD SIX:
DEVELOPING AS A PROFESSIONAL EDUCATOR

6.1 Reflecting on teaching practice in support of student learning
6.2 Establishing professional goals engaging in continuous and purposeful professional growth and development
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4 Working with families to support student learning
6.5 Engaging local communities in support of the instructional program
6.6 Managing professional responsibilities to maintain motivation and commitment to all students
6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Comments:

_____
_____
_____
_

Evaluatee's Comments:

_____
_____
_____
_

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Date _____

I certify that _____ has met all the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to tenure status. (P2)

I certify that _____ is progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to Probationary 2 status. (P1)

I certify that _____ is progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District. (Temp)

I certify that _____ meets the Professional Standards of the Pleasanton Unified School District. (Perm)

I certify that _____ is not at the level of Professional Standards established for teachers in the Pleasanton Unified School District as identified in the comments above. (Perm)

_____ is not recommended for advancement. (Temp / p1 / p2)

Administrator's Signature _______ Date _____

Evaluatee's Signature __________ Date _____

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Exhibit F-7b

Administrative Mandated_____
Administrative Choice_____

PLEASANTON UNIFIED SCHOOL DISTRICT
PROFESSIONAL EVALUATION REPORT
Certificated Psychologists

Evaluatee's Name: _____ Date: _____

Site(s): _____ Grade/Subject: _____

P E R F O R M A N C E A R E A S

Criteria and Related Indicators:
(refer to the ***Continuum of School Psychologist Development*** for performance descriptors related to these standards.)

STANDARD ONE:
ASSESSING AND DIAGNOSING STUDENT NEEDS (APPROPRIATE WHEN CONDUCTING A COMPREHENSIVE EVALUATION)

1.1 Performs assessments that include interviews with parents, teachers, and other relevant personnel as needed
1.2 Includes relevant observational data in assessment (may include teacher and/or examiner observational data)
1.3 Includes relevant documentation (e.g. prior testing, health history) and linkage to implications for school performance
1.4 Tailors assessment to address areas of concern, uses appropriate assessment tools, and effectively interprets results

Comments:_____
_____
_____

STANDARD TWO:
ASSESSING AND DIAGNOSING STUDENT NEEDS – MONITORS AND COMMUNICATES STUDENT PROGRESS

2.1 Creates written reports that include analysis of test results and observational data, summary of strengths and needs, and useful recommendations.
2.2 Communicates effectively with teachers, parents, and administrators (as appropriate) during the assessment process and IEP meetings. Provides useful information regarding program eligibility and modifications specific to student needs.
2.3 Writes clear and complete assessment reports that integrate observations and testing information.

Comments:_____
_____
_____

STANDARD THREE:
ASSISTS IN THE PROCESS OF STUDENT REFERRALS

3.1 Attends and participates in SST meetings (as required). Effectively assists team in developing the student plan.

3.2 Collaborates effectively with parents and staff, and other professionals to support/assist student needs.

Comments:_____
_____
_____

STANDARD FOUR:
ADHERES TO DISTRICT, STATE, AND FEDERAL GUIDELINES / ETHICS

4.1 Demonstrates and applies solid working knowledge of applicable guidelines for ethical behavior. Provides leadership to IEP team related to compliance with legal requirements.

4.2 Keeps files and information confidential.

4.3 Consistently ensures compliance requirements related to timelines and processing of SELPA forms.

Comments:_____
_____
_____
_____

STANDARD FIVE:
PROFESSIONAL RELATIONSHIPS

5.1 Develops rapport and demonstrates a professional, collaborative, and team-oriented approach in working with parents, students, staff, and administrators. Communicates in an appropriate and effective manner.

Comments:_____
_____
_____

Evaluatee's Comments:_____
_____
_____
_____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Date _____

I certify that _____ has met all the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to tenure status. (P2)

I certify that _____ is progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to Probationary 2 status. (P1)

I certify that _____ is progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District. (Temp)

I certify that _____ meets the Professional Standards of the Pleasanton Unified School District. (Perm)

I certify that _____ is not at the level of Professional Standards established for psychologists in the Pleasanton Unified School District as identified in the comments above. (Perm)

_____ is not recommended for advancement. (Temp / P1 / P2)

Administrator's Signature _____ Date _____

Evaluatee's Signature _____ Date _____

Distribution: Original - Human Resources Copy - Site Copy - Employee

Exhibit F-7c

Administrative Mandated_____
Administrative Choice_____

PLEASANTON UNIFIED SCHOOL DISTRICT
PROFESSIONAL EVALUATION REPORT
Certificated Counselors

Evaluatee's Name: _____ Date: _____

Site(s): _____

P E R F O R M A N C E A R E A S

Criteria and Related Indicators:
(see the ***Continuum of School Counselor Development*** for performance descriptors related to these standards.)

STANDARD ONE: ***PLANS, ORGANIZES, AND DELIVERS THE SCHOOL COUNSELING PROGRAM***

1.1 Participates with colleagues to plan, organize and deliver the school counseling program
1.2 Keeps files and information confidential
1.3 Establishes positive working relationships
1.4 Adheres to legal codes and ethical guidelines for professional school counselors

Comments:_____
_____
_____

STANDARD TWO: ***IMPLEMENTS THE SCHOOL GUIDANCE CURRICULUM***

2.1 Delivers school guidance lessons independently and effectively
2.2 Uses a variety of effective instructional strategies in delivering the school guidance curriculum
2.3 Communicates effectively to deliver the school guidance curriculum

Comments:_____
_____
_____

STANDARD THREE: ***IMPLEMENTS THE INDIVIDUAL PLANNING COMPONENT BY GUIDING INDIVIDUALS AND GROUPS OF STUDENTS AND THEIR PARENTS OR GUARDIANS THROUGH THE DEVELOPMENT OF EDUCATIONAL AND CAREER PLANS***

3.1 Monitors and guides student progress related to individually appropriate educational and career plans

Comments:_____
_____
_____
_____

STANDARD FOUR: ***PROVIDES RESPONSIVE SERVICES THROUGH THE EFFECTIVE USE OF INDIVIDUAL AND SMALL GROUP COUNSELING, CONSULTATION AND REFERRAL SKILLS***

4.1 Develops rapport and demonstrates a professional, collaborative, and team-oriented approach. Communicates in an appropriate and effective manner.

4.2 Develops and implements individual and group counseling services to meet student needs

4.3 Demonstrates knowledge of referral resources. Assesses student needs. Consults and collaborates as needed with school personnel and outside agencies.

4.4 Demonstrates knowledge of crisis response services and the role of the school counselor as part of the crisis response team.

Comments:_____
_____
_____

STANDARD FIVE: ***PROVIDES SYSTEM SUPPORT THROUGH EFFECTIVE SCHOOL COUNSELING PROGRAM MANAGEMENT AND SUPPORT FOR OTHER EDUCATIONAL MEMBERS***

5.1 Participates in system support activities for counseling and other educational programs (e.g. at-risk programs, character education, AVID, etc.)

Comments:_____
_____
_____
_____

Evaluatee's Comments: _____
_____
_____
_____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Date _____

I certify that _____ has met all the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to tenure status. (P2)

I certify that _____ is progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District and is recommended for advancement to Probationary 2 status. (P1)

I certify that _____ is` progressing satisfactorily in meeting the Professional Standards of the Pleasanton Unified School District. (Temp)

I certify that _____ meets the Professional Standards of the Pleasanton Unified School District. (Perm)

I certify that _____ is not at the level of Professional Standards established for counselors in the Pleasanton Unified School District as identified in the comments above. (Perm)

_____ is not recommended for advancement. (Temp / P1 / P2)

Administrator's Signature _____ Date_____

Evaluatee's Signature ___ _____ Date _____

Distribution: Original - Human Resources Copy - Site Copy - Employee

Exhibit F-8

PLEASANTON UNIFIED SCHOOL DISTRICT Administrative Choice Option_____
PROFESSIONAL ASSESSMENT REPORT Partner Option _____
Permanent Certificated Unit Members Portfolio Option _____

(Note: A permanent employee who chooses the "Administrative" option may choose this form or form F-7 a, b, c)

Evaluatee's Name: _____ Date: _____

Site: _____ Grade/Subject: _____

Goal-Setting *Meet with Administrator to discuss the area of inquiry in the fall of each year:*

Inquiry question – What question do you have that you would like to study in your practice this year?

CSTP element(s) of focus (Continuum of Teacher Practice):

Professional Growth *Meet with Administrator to reflect on the following questions in the spring of each year:*

As you progressed through your Area of Inquiry, how did you and your students benefit?

What new awareness or insights have you gained as a result of your area of inquiry?

What considerations or implications do you see for your future work?

Final Summary *Administrator / Evaluatee Comments:*

Administrator's Comments and Recommendations:

Evaluatee's Comments (optional):

I certify that _____ meets the standards of the Pleasanton Unified School District. (Perm)
I certify that _____is not at the level of Professional Standards established for unit members in the Pleasanton Unified School District as identified in the comments above. (Perm)

Administrator's Signature _____ Date_____

Evaluatee's Signature _____ Date _____

California Standards for the Teaching Profession (2009)

1. Engaging and Supporting All Students in Learning	2. Creating and Maintaining Effective Environments for Student Learning
1.1 Using knowledge of students to engage them in learning. 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests 1.3 Connecting subject matter to meaningful, real-life contexts. 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs. 1.5 Promoting critical thinking through inquiry, problem solving and reflection. 1.6 Monitoring student learning and adjusting instruction while teaching	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students. 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe. 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students. 2.5 Developing, communicating, and maintaining high standards for individual and group behavior. 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn. 2.7 Using instructional time to optimize learning
3. Understanding and Organizing Subject Matter for Student Learning	**4. Planning Instruction and Designing Learning experiences for All Students**
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. 3.2 Applying knowledge of Student development and proficiencies to ensure student understanding of subject matter. 3.3 Organizing curriculum to facilitate student understanding of the subject matter. 3.4 Utilizing instructional strategies that are appropriate to the subject matter. 3.5 Using and adapting resources, technologies and standards aligned instructional materials, including adopted materials to make subject matter accessible to all students. 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.	4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. 4.2 Establishing and articulating goals for student learning. 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning. 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.
5. Assessing Students for Learning	**6. Developing as a Professional Educator**
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments. 5.2 Collecting and analyzing assessment data from a variety of sources to inform Instruction. 5.3 Reviewing data, both individually and with colleagues, to monitor student learning. 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. 5.5 Involving all students in self-assessment, goal setting and monitoring progress. 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning. 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.	6.1 Reflecting on teaching practice in support of student learning. 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.3 Collaborating with colleagues and the broader professional community to support student learning. 6.4 Working with families to support student learning. 6.5 Engaging local communities in support of the instructional program. 6.6 Managing professional responsibilities to maintain motivation and commitment to all students. 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

Exhibit F-9

ADMINISTRATIVE OPTION
COUNSELORS/PSYCHOLOGISTS

Name _____ **Administrator_____**

Date _____ **Pre & Post Conferences 1 2 (circle one)**

Pre Conference (Written by Evaluatee)
Based on the evaluatee's Area of Inquiry, identify: (1) the counseling and/or psychologist program content; or (2) student outcomes; or (3) counseling, assessment, or referral techniques that will be the focus of the observation.

Post Conference (Co-written by Evaluatee and Administrator)
After discussing the observation data, compare what happened with what was desired. Reflect on what helped, what hindered and why:

Next Steps
How will the results of this observation guide and influence your future instructional practices?

Administrative Comments:

Administrator's Signature		Date	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.			
Evaluatee's Signature		Date	

Exhibit F-10

PARTNER OPTION
COUNSELORS/PSYCHOLOGISTS

Name _____ **Partner_____**

Date _____ **Pre & Post Conferences 1 2 3 (circle one)**

Pre Conference (Written by partner to be observed)
Based on your Area of Inquiry, identify: (1) the counseling and/or psychologist program content; or (2) student outcomes; or (3) counseling, assessment, or referral techniques that will be the focus of the observations.

Post Conference (Written by partner who was observed)
After meeting with your partner, reflect on what helped, what hindered and why:

Next Steps
How will the results of this observation guide and influence your future instructional practices?

Administrative Comments:

Administrator's Signature		Date	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.			
Evaluatee's Signature		Date	

PRE-ASSISTANCE

PRE-ASSISTANCE

Pre-Assistance is considered to be a signal to the unit member that additional guidance and support is needed for maintaining Professional Standards in a particular domain(s). When Pre-Assistance is initiated by the supervising administrator, it is the responsibility of the administrator, along with the unit member:

1. To identify the specific problem in relation to the Professional Standards.
2. To develop and implement a plan for improvement within a period of ten (10) weeks.
3. To gather selections to show evidence of improvement in the Professional Standards.

Throughout Pre-Assistance, the Administrator makes a commitment to the unit member to support the improvement plan and allow the necessary time for making adjustments. The **early use** of Pre-Assistance is viewed as positive support for a unit member who finds himself/herself with difficult challenges in his/her teaching or professional responsibilities.

When a unit member is placed on Pre-Assistance, **no record of it shall be submitted to his or her certificated personnel file**. Only when a unit member is placed on Assistance is a record submitted to his/her personnel file. The period of Pre-Assistance is ten (10) weeks.

Set forth below are the components of the Pre-Assistance Plan:

The supervising administrator will give a written notice to the unit member regarding:

- Statement of the problem in relation to the Professional Standards;
- Statement of the desired outcome in relation to the Professional Standards;
- Date(s) that the problem has occurred;
- Date when the problem is to be resolved; and
- Recommendations and assistance that will be given to the unit member.

After the written notification is given to the unit member, follow-up observations and conferences between the unit member and the evaluator will take place. The conferences will result in one of the following actions:

- Continue observations and conferences.
- Placement on Assistance.
- When the problem is resolved, and Professional Standards are met, the unit member will return to the current evaluation option and timeline.

ASSISTANCE

If the goals of the Pre-Assistance Plan are not met, the unit member will be placed on Assistance and will select either a TVTIP Coach or a PAR Consulting Coach who possesses the skills and training necessary to assist the unit member from a list presented by the Administrator. The period for Assistance is at least ten (10) weeks. While on Assistance, the unit member is not eligible to apply for an employee-initiated transfer.

The unit member will remain on the Administrative-Mandated Option during the year following successful completion of the Assistance Plan. Assistance will be based on the Professional Standards.

Set forth below are the components of the written Assistance Plan:

- Statement of the problem and existing conditions in relation to the Professional Standards.
- Specific objective(s) for the evaluatee in relation to the Professional Standards.
- Specific method and resources which the evaluatee will use to remedy the problem and meet the Professional Standards.
- Specific guidance and assistance that will be offered to the evaluatee.

Exhibit F-12

PLEASANTON UNIFIED SCHOOL DISTRICT
PROFESSIONAL IMPROVEMENT PLAN

(This form must be completed by January 15 for an evaluatee with an "Unsatisfactory" Evaluation Report)

Evaluatee's Name:		Date:	
Evaluatee Status:	Temporary:	Probationary:	Permanent:
School Site:		Grade/Subject	
Levels of expectancy are contained in the District-adopted Course of Study and job descriptions; reference should be made to them when formulating specific objectives for the coming year.			

I. Goal(s) in which improvement is needed:

II. Specific recommendations for improvement:

III. Assistance to be provided:

IV. Follow-up:

Evaluatee's Comments:

Administrator's Signature:_____ Date_____

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluatee's Signature:_____ Date:_____

Exhibit F-13

Roll-Out Guidelines

(Concepts to "Roll-out" the new Assessment Model and to Transition Unit Members)

I. THE TRANSITION

The Pleasanton Unified School District (District) and the Association of Pleasanton Teachers (APT) agree that Unit Members will be "transitioned" to the new assessment model as follows:

A. The 2005/06 School Year will be a ***FORMAL YEAR OF ASSESSMENT*** for the following unit members:

1. All Temporary Teachers (T's).
2. All First Year Probationary Teachers (P-1's).
3. All Second Year Probationary Teachers (P-2's).
4. All Permanent Teachers with less than ten (10) years of experience in the District who were not evaluated in 2004/05.
5. All Permanent Teachers not rated "Satisfactory" on last evaluation.
6. Fifty percent (50%) of the Permanent Teachers with more than ten (10) years of service in the District who were evaluated in 2003/04 as "Satisfactory."

    a. The District will first seek volunteers to satisfy the fifty percent (50%) requirement.
    b. In the absence of volunteers, the District will assign Unit Members. Consideration will be given to seniority and individual circumstances.

B. The 2006/07 School Year will be a ***FORMAL YEAR OF ASSESSMENT*** for the following unit members:

1. All T's, all P-1's and all P-2's.
2. All Permanent Teachers with less than ten (10) years of experience in the District who were not evaluated in 2005/06.
3. All Permanent Teachers not rated "Satisfactory" or performing below the level of "Applying" on any of the six (6) domains set forth in the agreed upon continua of Professional Standards.
4. Fifty percent (50%) of the Permanent Teachers with more than ten (10) years of service in the District who were evaluated in 2004/05 as "Satisfactory."

    a. The District will first seek volunteers to satisfy the fifty percent (50%) requirement.
    b. In the absence of volunteers, the District will assign Unit Members. Consideration will be given to individual circumstances.

5. Any Permanent Teacher for whom the 2006/07 School year is his/her 11th year of service to the District.

C. The 2007/08 School Year will be a ***FORMAL YEAR OF ASSESSMENT*** for the following unit members:

1. All T's, all P-1's and all P-2's.
2. All Permanent Unit Members with less than ten (10) years of experience in the District who were not evaluated in 2006/07.
3. All Permanent Unit Members not rated "Satisfactory" or performing below the level of "Applying" on any of the six (6) domains set forth in the agreed upon continua of Professional Standards.
4. Fifty percent (50%) of the Permanent Unit Members with more than ten (10) years of service in the District who were evaluated in 2003/04 as "Satisfactory."

    a. The District will first seek volunteers to satisfy the fifty percent (50%) requirement.
    b. In the absence of volunteers, the District will assign Unit Members. Consideration will be given to individual circumstances.

5. Any Permanent Unit Member for whom the 2007/08 School year is his/her 11th year of service to the District.

D. The 2008/09 School Year will be a ***FORMAL YEAR OF ASSESSMENT*** for the following unit members:

1. All T's, all P-1's and all P-2's.
2. All Permanent Unit Members with less than ten (10) years of experience in the District who were not evaluated in 2007/08.
3. All Permanent Unit Members not rated "Satisfactory" or performing below the level of "Applying" on any of the six (6) domains set forth in the agreed upon continua of Professional Standards.
4. Fifty percent (50%) of the Permanent Unit Members with more than ten (10) years of service in the District who were evaluated in 2004/05 as "Satisfactory."

Exhibit G

PLEASANTON UNIFIED SCHOOL DISTRICT
PROPOSED COURSE WORK FOR SALARY CREDIT

NAME _____DATE_____

SITE _____ GRADE/SUBJECTS
_____

NOTE: This form must be submitted for **approval prior to taking the course**. Please **attach a description of each course** for which you are requesting salary credit. If the course does not have a course description, refer to requirements defined in section 11.10.2 of the APT Contract.

Course Number	Course Name	Accredited College or University	Date(s) of Course	During Work Day?		Units? (Semester or Quarter)	Course Level? (Upper or Graduate)	Human Resources Approval	
				Yes	No			Yes	No

I hereby submit the above course(s) for approval for salary credit as they are directly related to my teaching assignment and/or clearly increase my value to the Pleasanton Unified School District. If approved, I will submit official transcripts upon completion of course(s).

Note: Courses will not be credited if units are shown as C.E.U. units on transcripts, courses/institutes/workshops are paid for by PUSD, and/or Independent Study type courses exceed a total of fifteen lifetime units.

_____ _____
Employee Signature Date

_____ _____
Site Administrator's Signature Date
(must be signed prior to sending to Human Resources)

Courses have been approved for salary credit as indicated above.

_____ _____
Human Resources Signature Date

EXHIBIT H

6743 Dublin Blvd., Suite 28
Dublin, California 94568-3030
(925) 828-9341 Fax (925)
828-9358
Associationpleasantonteachers.org

CTA Regional Office
(925) 676-2822
Fax (925) 676-2915
www.cta.org

Date: _____ School Year *(enter appropriate date)*

TO: Members going on unpaid leave

FROM: President, Association of Pleasanton Teachers

SUBJECT: Maintaining Membership While on Unpaid Leave of Absence

Your local Association has been made aware that you will be taking a leave of absence from the Pleasanton Unified School District. We want to ensure that you have considered all aspects of your leave.

Please be aware that many APT/CTA/NEA Member Benefits for which you are eligible to receive are predicated upon maintaining membership in APT/CTA/NEA.

Programs that require CTA membership include:

The Standard Insurance (Disability & Life Insurance), NEA DUES-TAB Insurance (included life insurance), CTA Death and Dismemberment Plan, NEA Educators Employment Liability, and the CTA Group Legal Services.

If you participate in California Casualty's A+ Auto and Home Insurance Plans and drop your CTA membership, you will lose your CTA member discount at renewal and your rates will increase.

Unfortunately, while you are on a leave of absence and your paycheck ceases, your CTA membership dues deductions will cease as well. This lapse in membership is often missed until the need to utilize Member Benefit programs.

Don't lose your Member Benefits while on leave! Contact your APT office at (925) 828-9341 or email vtrc@sbcglobal.net, or email the CTA Membership Accounting Department at membership@cta.org to arrange for continued membership during your leave of absence.

APT/CTA's practice is to allow members on an unpaid leave of absence to maintain membership at a **reduced dues** category 3A level. Likewise, upon returning from your leave, you will need to contact APT to re-enroll to either activate or update your current membership status.
If you have questions regarding your Member Benefits, please contact the CTA Member Benefits Department at memberbenefits@cta.org.

Thank you for your continued support of APT/CTA/NEA. Your career in education is very important to us, your students and the community. Your membership in APT/CTA/NEA will give you peace of mind, knowing that such a valued aspect of your life is well protected.

An Affiliate of California Teachers Association/National Education Association

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Memorandum of Understanding
between the
Pleasanton Unified School District ("PUSD")
and the
Association of Pleasanton Teachers ("APT")
March 18, 2022

The Pleasanton Unified School District ("PUSD") proposes the following Memorandum of Understanding regarding a Supplemental Employee Retirement Plan ("SRP") for eligible certificated bargaining unit members of the Association of Pleasanton Teachers ("APT") currently employed by the District.

This SRP program will provide eligible employees with a monthly income supplement through an annuity. Certificated employees that elect to resign or retire by June 30, 2022, will be eligible to participate in the District's SRP. The SRP will provide eligible employees with an annuity that is equal to 75% of their current (2021-2022) annual base salary. Upon meeting the criteria identified herein, the District will make a payment into the PARS annuity. The Annuity program will commence making payments effective August 1, 2022, or a date thereafter of the employee's choice. The SRP program will be consistent with the February 8, 2022 Analysis Report attached hereto as Exhibit A and Benefits Illustration PARS as Exhibit B.

To qualify for the SRP, an employee must meet all of the following eligibility criteria and guidelines:

1. Employee must be a full-time Certificated employee of the District; and,
2. Employee must be at least 55 years of age with 5 years of District Service **OR** 50 years of age with 30 years of Service by June 30, 2022; and
3. Employee must resign or retire from the District by June 30, 2022; and,
4. Employees must submit a Letter of Resignation and SRP Enrollment Package by no later than May 13, 2022; and,
5. Must **NOT** be a participant in the Article 12.2.3 retirement program; and,
6. A participant in the SRP will not be eligible for rehire with the PUSD.

The following conditions and timing must be met in order for the SRP to be valid and effective:

- Board adopts resolution to approve SRP (March 24, 2022);
- SRP Enrollment window opens March 25, 2022;
- SRP Enrollment packets mailed to eligible employees no later than March 28, 2022;
- SRP Enrollment window closes May 13, 2022;
- District announces whether SRP goes forward, no later than May 20, 2022;
- Employees resign from District employment no later than June 30, 2022;
- The Annuity program will commence making payments effective August 1, 2022.

The District must receive a minimum of thirty-eight (38) participants, including letters of resignation and SRP Enrollment Packages, for the SRP to be valid and effective. Furthermore, as a condition of the SRP, APT agrees to suspend the cash-in-lieu of health and welfare benefits for five retirees with ten (10) years service in the

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District effective June 30, 2022 through June 30 2026. To effectuate this change, APT agrees to suspend Article 12.2.3 of the Collective Bargaining Agreement in its entirety, effective June 30, 2022 through June 30, 2026. No employee that receives retirement benefits set forth in Article 12.2.3 may participate in the SRP program. In order to participate in the SRP, an employee must first withdraw from the Article 12.2.3 program. An employee that has entered an agreement with the district to retire using the Article 12.2.3 program may withdraw from the Article 12.2.3 program. A retiree withdrawing from Article 12.2.3 retirement benefits shall not be replaced by another retiree.

In the event that the District does not receive an adequate number of participants or the SRP is not economically feasible, the SRP will be canceled, Section 12.2.3 of the 2019-20 Collective Bargaining Agreement will be reinstated, and the District will continue to offer the retirement benefits set forth in Article 12 of the 2019-20 Collective Bargaining Agreement. In the event that the SRP is canceled, employees that have submitted a letter of resignation and the SRP enrollment package will have the option of withdrawing their letter of resignation. Furthermore in the event that the SRP is canceled, members that withdrew from the Article 12.2.3 program to participate in the SRP will be allowed to recover their active status in the Article 12.2.3 program. The withdrawal must be received no later than 10 days from the date the SRP is canceled. The District will notify participants of the cancellation by May 20, 2022.

With the acceptance and successful implementation of the SRP, the District agrees to increase the salary schedule by .25% on-going effective July 1, 2022, above any other salary increase agreement for the 2022-2023 school year. With agreement to these above conditions, APT agrees to suspend Article 12.2.3 effective June 30, 2022 through June 30, 2026. If the SRP is unsuccessful, the current CBA will remain status quo as it relates to Article 12.2.3.

APT:

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Burt Dixon 3/21/2022
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DocuSigned by:
Don Vent 3/21/2022
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DISTRICT:

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3/21/2022
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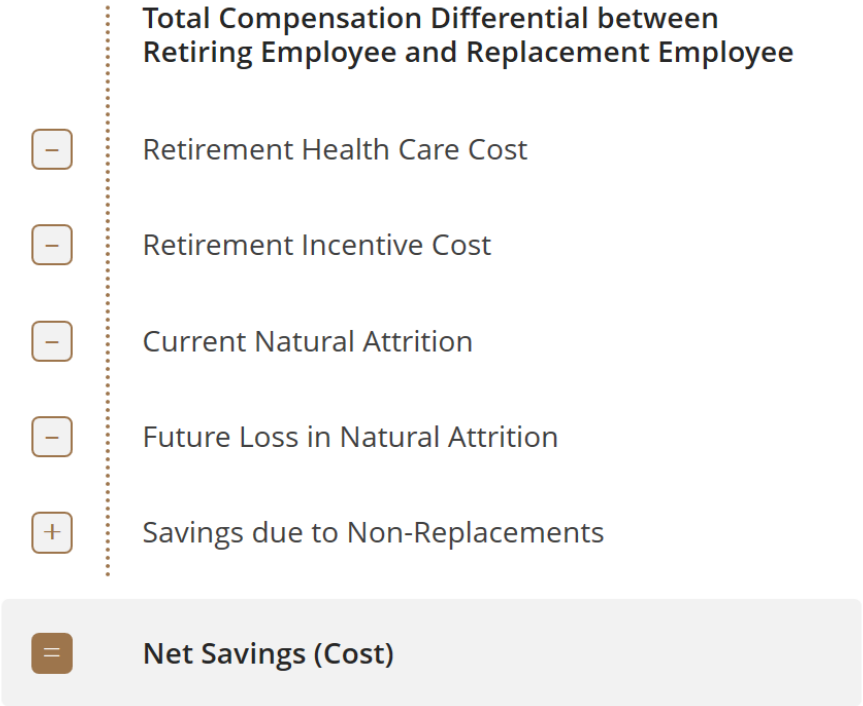
Introduction

The primary objective of a retirement incentive is to increase and accelerate the retirement rate over and above natural attrition in order to facilitate specific District objectives such as personnel restructuring, fiscal savings, etc. Fiscal savings are achieved by replacing the retiring employee, who is typically at the top of the salary schedule, with a replacement employee at the bottom of the salary schedule. With retirement incentives involving teachers, the resulting salary differential is sufficient to pay for the costs of the plan and generate additional savings over and above natural attrition.

Analysis Method of Calculation

The analysis compares the savings projected over a five-year period from offering the PARS Supplementary Retirement Plan (SRP) during the 2021-22 academic year to the savings expected over the same period if natural attrition runs its normal course. The analysis examines current and future costs and compensation differentials, including projections of all compensation and benefit increases. This analysis has been used nationwide for well over one thousand plans, and is a well-accepted model of calculation.

The basic model of calculation is as follows:



Assumptions

Eligibility Requirements	**Certificated Employees** • Age 55 with 5 years of District service; or Age 50 with 30 years of service **Classified Employees** • Age 50 with 5 years of District service • FTE ≥ 0.50 **Retirement* from District employment effective:** • June 30, 2022 **Requires retirement under STRS/PERS*			
Benefit Level	**75% of Final Pay Spend Amount*** ** 2021-22 Contract Salary multiplied by current FTE*			
Replacement Salaries	Certificated Non-Management: $85,000* Certificated Management: 92.40% (Step 2) Classified Non-Management: 82.30% (Step 1)** Classified Management and Confidential: 90.00% (Step 1) **Information provided by District* ***Excluding Longevity*			
Health Care Costs	**Certificated NM** Active Employee: $1,800 Pre-65 Retiree: $22,015	**Certificated Mgmt.** Active Employee: $1,800 Pre-65 Retiree: $22,015	**Classified NM** Active Employee: $1,800 Pre-65 Retiree: $16,314	**Class. Mgmt. & Conf.** Active Employee: $1,800 Pre-65 Retiree: $22,015
Health Care COLA	5.00% Annually			
PARS Plan Funding	5 years			
Replacement Positions	100% to 0% replacement of positions, in varying increments			

Fiscal projections illustrated in the analysis are based on the averages of the retirement age employees. Since the actual participants will be unknown until the close of the enrollment window, this analysis represents an estimate of the potential savings from the plan. After the close of the enrollment window, PARS performs a complete post-analysis utilizing the actual data from the enrolled participants to determine the fiscal impact of the plan.

PARS has also provided non-replacement figures in this proposal with the District's understanding that these non-replacement numbers represent position cuts obtained through the offering of a retirement incentive plan. The District should be sure not to budget a similar number of position cuts, thereby double counting savings within this retirement incentive analysis and the budget. The following summarizes the results of the analysis:

FISCAL SUMMARY OF SAVINGS

75% of Final Pay Spend Amount Benefit

2021-22 Retirement Projections			
Employee Group	# of Eligible Employees	Proj. Retirements with PARS SRP	Percentage Retirements
Certificated Non-Management	146	38	26.03%
Certificated Management	7	2	28.57%
Classified Non-Management	224	30	13.39%
Classified Management & Confidential	2	1	50.00%
TOTAL	**379**	**71**	**18.73%**

Projected Fiscal Impact: 100% Full-Replacement

Employee Group	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
Certificated Non-Management	0.00	($172,639)	($819,383)	($1,754,681)
Certificated Management	0.00	($60,721)	($210,256)	($398,228)
Classified Non-Management	0.00	($18,954)	($263,103)	($739,454)
Classified Mgmt. & Confidential	0.00	($24,299)	($78,405)	($117,899)
TOTAL	**0.00**	**($276,613)**	**($1,371,147)**	**($3,010,262)**

Projected Fiscal Impact: Break-Even

Employee Group	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
Certificated Non-Management	5.70	$155,473	$215,496	$59,964
Certificated Management	1.00	$157,548	$482,461	$824,590
Classified Non-Management	4.50	$158,404	$299,055	$267,106
Classified Mgmt. & Confidential	1.00	$91,425	$291,713	$537,745
TOTAL	**12.20**	**$562,850.00**	**$1,288,725.00**	**$1,689,405.00**

NON-REPLACEMENT SCENARIOS

75% of Final Pay Spend Amount Benefit

Certificated Non-Management

Replacement Scenario	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
100% Replacement	0.00	($172,639)	($819,383)	($1,754,681)
95% Replacement	1.90	($63,268)	($474,423)	($1,149,799)
90% Replacement	3.80	$46,102	($129,464)	($544,918)
85% Replacement	5.70	$155,473	$215,496	$59,964
80% Replacement	7.60	$264,844	$560,455	$664,845
75% Replacement	9.50	$374,215	$905,415	$1,269,727
70% Replacement	11.40	$483,586	$1,250,374	$1,874,608
65% Replacement	13.30	$592,957	$1,595,334	$2,479,490
60% Replacement	15.20	$702,328	$1,940,293	$3,084,371
55% Replacement	17.10	$811,699	$2,285,253	$3,689,252
50% Replacement	19.00	$921,070	$2,630,213	$4,294,134

Certificated Management

Replacement Scenario	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
100% Replacement	0.00	($60,721)	($210,256)	($398,228)
50% Replacement	1.00	$157,548	$482,461	$824,590
0% Replacement	2.00	$375,816	$1,175,179	$2,047,409

NON-REPLACEMENT SCENARIOS

75% of Final Pay Spend Amount Benefit

Classified Non-Management

Replacement Scenario	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
100% Replacement	0.00	($18,954)	($263,103)	($739,454)
95% Replacement	1.50	$40,165	($75,717)	($403,934)
90% Replacement	3.00	$99,284	$111,669	($68,414)
85% Replacement	4.50	$158,404	$299,055	$267,106
80% Replacement	6.00	$217,523	$486,441	$602,626
75% Replacement	7.50	$276,642	$673,827	$938,146
70% Replacement	9.00	$335,761	$861,213	$1,273,666
65% Replacement	10.50	$394,881	$1,048,600	$1,609,186
60% Replacement	12.00	$454,000	$1,235,986	$1,944,706
55% Replacement	13.50	$513,119	$1,423,372	$2,280,226
50% Replacement	15.00	$572,239	$1,610,758	$2,615,746

Classified Management & Confidential

Replacement Scenario	Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
100% Replacement	0.00	($24,299)	($78,405)	($117,899)
0% Replacement	1.00	$91,425	$291,713	$537,745

Conclusion

The PARS approach to the analysis is conservative in its nature. Since the analyses utilize averages for the entire group of eligible employees, the actual outcome will typically exceed the initial projections. The primary reason for the increase in savings is because the average age of the enrolled group tends to be higher than the average age for the entire group.

To provide the District with a measure of financial safety, a minimum participation level or fiscal objective can be set for the plan to go into effect. This allows the District to withdraw the incentive if the actual participation level is lower than expected or does not result in a financially acceptable outcome. In instances where the minimum participation level is not reached, the post-analysis can provide the District with a valuable tool in evaluating the feasibility of the plan. If the minimum participation level is not reached but the incentive attracts a sufficient number of participants to make the plan economically feasible, the District retains the option of allowing the incentive to go forward.

Notice

This analysis attempts to quantify in economic terms - not budgetary terms - the fiscal impact of a retirement incentive program at the District. This analysis is entirely driven by the assumptions set forth by the District. If the assumptions are changed or modified by the District the results shall vary from what is set forth in this analysis. The accuracy of any results and/or analysis will depend entirely upon the accuracy of the information provided and the assumptions used.

The information, data and assumptions used in this analysis have been provided to Public Agency Retirement Services (PARS) by the District. It shall be the responsibility of the District to certify the accuracy, content and completeness of the information, data and assumptions so that PARS may rely on such information without further audit. PARS shall be under no duty to question the information, data and assumptions received from the District including, but not limited to, inquiries about how the analysis, information, data and assumptions work in conjunction with the District's budget.

PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of information, data and assumptions.

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

BENEFIT ILLUSTRATION

Prepared on: February 8, 2022

Certificated Non-Management
Pleasanton Unified School District

Prepared for: Certificated Non-Management **Supplementary Retirement Plan**

SRP Level of Benefit

75.00% of Final Pay

The Supplementary Retirement Plan (SRP) benefits are illustrated according to the assumptions listed below. Your SRP benefit is subject to verification of these assumptions and will ultimately be determined based on the provisions of the plan.

To participate in the SRP, you must review and correct any assumptions that are inaccurate using the enclosed Correction Form (page 1).

Assumption Table

Resignation Date:	**6/30/2022**
Participant Birthdate:	**4/18/1963**
Participant Age @ Resignation:	**59.20**
Final Pay*:	**$107,224.00**

**2021-22 contract salary (placement on 2021-22 salary schedule), multiplied by current FTE (full-time equivalence). For hourly employees, Final Pay shall be defined as actual salary earned during 2021-22 school year based on actual hours worked.*

Beneficiary Birthdate*:	**4/18/1963**
Beneficiary Age @ Resignation:	**59.20**

**Note: A beneficiary birthdate assumption was created based on your own date of birth. Beneficiary birthdate only affects the amount of Option 2.*

Your SRP Benefit

The SRP benefit supplements your primary retirement system allowance. If you participate in the SRP, your choice of benefit option and beneficiary for Option 2 is final upon the close of the enrollment window and cannot be changed thereafter.

The projected benefit amounts illustrated for all options are based on annuity rates at the time this illustration was printed. The final amount of your benefit will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.

Neither Pleasanton Unified School District nor PARS provides tax, accounting, or legal advice. See your tax consultant, accountant or attorney for advice.

Projected SRP Benefit Payout Amounts

Option 1 (Lifetime): $300.92

A monthly cash payment for your lifetime only. Option 1 does not pay out to a beneficiary.

Option 2 (Joint & Survivor): $259.22

Option 2 is a modified monthly payment for your lifetime and the lifetime of your one named beneficiary.

Option 3 (Lifetime or 10-Years): $296.90

Option 3 is a modified monthly payment for the greater of your lifetime or 10 years. In the event of death within 10 years of resignation, monthly payments will continue to your beneficiary or estate until a total of 120 payments are made.

Options 5-15 (Fixed-Term Payments)*:

Options 5-15 provide a higher monthly payment guaranteed for a fixed number of years as shown below. Payments are made to the participant until the final payment is made. In the event of death, all remaining payments will be paid to your beneficiary or estate.

Option #	Years of Payment	Monthly Payment
5*	5	**$1,343.46**
6*	6	**$1,129.07**
7*	7	**$977.88**
8*	8	**$864.33**
9*	9	**$776.36**
10	10	**$706.55**
11	11	**$649.29**
12	12	**$601.85**
13	13	**$561.64**
14	14	**$527.38**
15	15	**$497.63**

**Options 5-9 are eligible for direct rollover into an IRA or to an eligible plan that accepts the rollover. If you are in the year in which you will attain age 72 or over the age of 72, you are not eligible to elect a direct rollover of your SRP benefit payments. SRP benefit payments will be treated as a required minimum distribution and will be coded as a taxable distribution for the duration of your benefit period. Please consult with a qualified tax or legal advisor to determine whether your SRP monthly benefit may be eligible for rollover.*

BENEFIT ILLUSTRATION

Prepared on: February 8, 2022

Certificated Management
Pleasanton Unified School District

Prepared for: Certificated Management **Supplementary Retirement Plan**

SRP Level of Benefit

75.00% of Final Pay

The Supplementary Retirement Plan (SRP) benefits are illustrated according to the assumptions listed below. Your SRP benefit is subject to verification of these assumptions and will ultimately be determined based on the provisions of the plan.

To participate in the SRP, you must review and correct any assumptions that are inaccurate using the enclosed Correction Form (page 1).

Assumption Table

Resignation Date:	**6/30/2022**
Participant Birthdate:	**4/10/1964**
Participant Age @ Resignation:	**58.22**
Final Pay*:	**$179,962.60**

**2021-22 contract salary (placement on 2021-22 salary schedule), multiplied by current FTE (full-time equivalence). For hourly employees, Final Pay shall be defined as actual salary earned during 2021-22 school year based on actual hours worked.*

Beneficiary Birthdate*:	**4/10/1964**
Beneficiary Age @ Resignation:	**58.22**

**Note: A beneficiary birthdate assumption was created based on your own date of birth. Beneficiary birthdate only affects the amount of Option 2.*

Your SRP Benefit

The SRP benefit supplements your primary retirement system allowance. If you participate in the SRP, your choice of benefit option and beneficiary for Option 2 is final upon the close of the enrollment window and cannot be changed thereafter.

The projected benefit amounts illustrated for all options are based on annuity rates at the time this illustration was printed. The final amount of your benefit will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.

Neither Pleasanton Unified School District nor PARS provides tax, accounting, or legal advice. See your tax consultant, accountant or attorney for advice.

Projected SRP Benefit Payout Amounts

Option 1 (Lifetime):	**$492.38**

A monthly cash payment for your lifetime only. Option 1 does not pay out to a beneficiary.

Option 2 (Joint & Survivor):	**$426.28**

Option 2 is a modified monthly payment for your lifetime and the lifetime of your one named beneficiary.

Option 3 (Lifetime or 10-Years):	**$486.98**

Option 3 is a modified monthly payment for the greater of your lifetime or 10 years. In the event of death within 10 years of resignation, monthly payments will continue to your beneficiary or estate until a total of 120 payments are made.

Options 5-15 (Fixed-Term Payments)*:

Options 5-15 provide a higher monthly payment guaranteed for a fixed number of years as shown below. Payments are made to the participant until the final payment is made. In the event of death, all remaining payments will be paid to your beneficiary or estate.

Option #	Years of Payment	Monthly Payment
5*	5	**$2,254.84**
6*	6	**$1,895.01**
7*	7	**$1,641.26**
8*	8	**$1,450.68**
9*	9	**$1,303.02**
10	10	**$1,185.86**
11	11	**$1,089.76**
12	12	**$1,010.13**
13	13	**$942.64**
14	14	**$885.15**
15	15	**$835.21**

**Options 5-9 are eligible for direct rollover into an IRA or to an eligible plan that accepts the rollover. If you are in the year in which you will attain age 72 or over the age of 72, you are not eligible to elect a direct rollover of your SRP benefit payments. SRP benefit payments will be treated as a required minimum distribution and will be coded as a taxable distribution for the duration of your benefit period. Please consult with a qualified tax or legal advisor to determine whether your SRP monthly benefit may be eligible for rollover.*

BENEFIT ILLUSTRATION

Prepared on: February 8, 2022

Classified Non-Management
Pleasanton Unified School District

Prepared for: Classified Non-Management **Supplementary Retirement Plan**

SRP Level of Benefit

75.00% of Final Pay

The Supplementary Retirement Plan (SRP) benefits are illustrated according to the assumptions listed below. Your SRP benefit is subject to verification of these assumptions and will ultimately be determined based on the provisions of the plan.

To participate in the SRP, you must review and correct any assumptions that are inaccurate using the enclosed Correction Form (page 1).

Assumption Table

Resignation Date:	**6/30/2022**
Participant Birthdate:	**7/7/1963**
Participant Age @ Resignation:	**58.98**
Final Pay*:	**$45,997.81**

**2021-22 contract salary (placement on 2021-22 salary schedule), multiplied by current FTE (full-time equivalence). For hourly employees, Final Pay shall be defined as actual salary earned during 2021-22 school year based on actual hours worked.*

Beneficiary Birthdate*:	**7/7/1963**
Beneficiary Age @ Resignation:	**58.98**

**Note: A beneficiary birthdate assumption was created based on your own date of birth. Beneficiary birthdate only affects the amount of Option 2.*

Your SRP Benefit

The SRP benefit supplements your primary retirement system allowance. If you participate in the SRP, your choice of benefit option and beneficiary for Option 2 is final upon the close of the enrollment window and cannot be changed thereafter.

The projected benefit amounts illustrated for all options are based on annuity rates at the time this illustration was printed. The final amount of your benefit will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.

Neither Pleasanton Unified School District nor PARS provides tax, accounting, or legal advice. See your tax consultant, accountant or attorney for advice.

Projected SRP Benefit Payout Amounts

Option 1 (Lifetime): $125.85

A monthly cash payment for your lifetime only. Option 1 does not pay out to a beneficiary.

Option 2 (Joint & Survivor): $108.41

Option 2 is a modified monthly payment for your lifetime and the lifetime of your one named beneficiary.

Option 3 (Lifetime or 10-Years): $124.47

Option 3 is a modified monthly payment for the greater of your lifetime or 10 years. In the event of death within 10 years of resignation, monthly payments will continue to your beneficiary or estate until a total of 120 payments are made.

Options 5-15 (Fixed-Term Payments)*:

Options 5-15 provide a higher monthly payment guaranteed for a fixed number of years as shown below. Payments are made to the participant until the final payment is made. In the event of death, all remaining payments will be paid to your beneficiary or estate.

Option #	Years of Payment	Monthly Payment
5*	5	**$576.33**
6*	6	**$484.36**
7*	7	**$419.50**
8*	8	**$370.79**
9*	9	**$333.05**
10	10	**$303.10**
11	11	**$278.54**
12	12	**$258.19**
13	13	**$240.94**
14	14	**$226.24**
15	15	**$213.48**

**Options 5-9 are eligible for direct rollover into an IRA or to an eligible plan that accepts the rollover. If you are in the year in which you will attain age 72 or over the age of 72, you are not eligible to elect a direct rollover of your SRP benefit payments. SRP benefit payments will be treated as a required minimum distribution and will be coded as a taxable distribution for the duration of your benefit period. Please consult with a qualified tax or legal advisor to determine whether your SRP monthly benefit may be eligible for rollover.*

BENEFIT ILLUSTRATION

Prepared on: February 8, 2022

Classified Management
Pleasanton Unified School District

Prepared for: Classified Management **Supplementary Retirement Plan**

SRP Level of Benefit

75.00% of Final Pay

The Supplementary Retirement Plan (SRP) benefits are illustrated according to the assumptions listed below. Your SRP benefit is subject to verification of these assumptions and will ultimately be determined based on the provisions of the plan.

To participate in the SRP, you must review and correct any assumptions that are inaccurate using the enclosed Correction Form (page 1).

Assumption Table

Resignation Date:	**6/30/2022**
Participant Birthdate:	**12/3/1961**
Participant Age @ Resignation:	**60.58**
Final Pay*:	**$87,817.54**

**2021-22 contract salary (placement on 2021-22 salary schedule), multiplied by current FTE (full-time equivalence). For hourly employees, Final Pay shall be defined as actual salary earned during 2021-22 school year based on actual hours worked.*

Beneficiary Birthdate*:	**12/3/1961**
Beneficiary Age @ Resignation:	**60.58**

**Note: A beneficiary birthdate assumption was created based on your own date of birth. Beneficiary birthdate only affects the amount of Option 2.*

Your SRP Benefit

The SRP benefit supplements your primary retirement system allowance. If you participate in the SRP, your choice of benefit option and beneficiary for Option 2 is final upon the close of the enrollment window and cannot be changed thereafter.

The projected benefit amounts illustrated for all options are based on annuity rates at the time this illustration was printed. The final amount of your benefit will be determined prior to your first distribution based on the most current annuity rates at the time of purchasing the annuity.

Neither Pleasanton Unified School District nor PARS provides tax, accounting, or legal advice. See your tax consultant, accountant or attorney for advice.

Projected SRP Benefit Payout Amounts

Option 1 (Lifetime): $252.65

A monthly cash payment for your lifetime only. Option 1 does not pay out to a beneficiary.

Option 2 (Joint & Survivor): $215.32

Option 2 is a modified monthly payment for your lifetime and the lifetime of your one named beneficiary.

Option 3 (Lifetime or 10-Years): $249.09

Option 3 is a modified monthly payment for the greater of your lifetime or 10 years. In the event of death within 10 years of resignation, monthly payments will continue to your beneficiary or estate until a total of 120 payments are made.

Options 5-15 (Fixed-Term Payments)*:

Options 5-15 provide a higher monthly payment guaranteed for a fixed number of years as shown below. Payments are made to the participant until the final payment is made. In the event of death, all remaining payments will be paid to your beneficiary or estate.

Option #	Years of Payment	Monthly Payment
5*	5	**$1,100.31**
6*	6	**$924.72**
7*	7	**$800.90**
8*	8	**$707.90**
9*	9	**$635.84**
10	10	**$578.67**
11	11	**$531.78**
12	12	**$492.92**
13	13	**$459.99**
14	14	**$431.93**
15	15	**$407.56**

**Options 5-9 are eligible for direct rollover into an IRA or to an eligible plan that accepts the rollover. If you are in the year in which you will attain age 72 or over the age of 72, you are not eligible to elect a direct rollover of your SRP benefit payments. SRP benefit payments will be treated as a required minimum distribution and will be coded as a taxable distribution for the duration of your benefit period. Please consult with a qualified tax or legal advisor to determine whether your SRP monthly benefit may be eligible for rollover.*

MEMORANDUM OF UNDERSTANDING

Between the Association Of Pleasanton Teachers
and the Pleasanton Unified School District

Process For Existing Certificated Employees To Request Out-of-District Service Credit for the 2024-25 School Year

April 11, 2024

The Pleasanton Unified School District (PUSD) and the Association of Pleasanton Teachers (APT), collectively referred to herein as "the parties," agree that existing bargaining unit members who provide the District with verification of having credentialed outside experience in accordance with Article 11.3.1, of the Collective Bargaining Agreement (CBA) between APT and PUSD, will be advanced on the salary schedule to reflect that experience and placed on the appropriate step of the 2024-25 salary schedule. The granting of credit shall be dependent on a review of the prior credentialed experience and a determination by the District that the experience is relevant to the position, applying the same standard the District applies to new hires post July 1, 2022 (per the 2022-2023 Collective Bargaining Agreement). The parties further agree that no retroactive salary payments for previous years of employment with the District will be made to existing bargaining unit members advanced in this manner for their Out-of-District experience. Unit members currently placed at the highest step on the salary schedule will not be eligible for additional service credit.

Article 11.3: *Unit members are to be placed on the appropriate current salary schedule according to the provisions in effect at the time of placement, their training, experience and length of service.*

Article 11.3.1: *Effective July 1, 2024, existing members hired before July 1, 2022 who provide the District with verification of previous professional experience (not already credited) will be advanced on the salary schedule so as to reflect those years of experience (up to the maximum years allotted to new members: see Exhibit A-1) and be placed on the appropriate step and column of the 2024-2025 salary schedule upon ratification of the 2023-2024 CBA.*

Article 11.4: *Unit members shall be paid in accordance with their placement on the District's salary schedule.*

Article 11.5: *For the purpose of proper placement on a salary schedule, each unit member shall submit to the District, for its files, verification of training and experience.*

Article 11.6: *Unit members serving in certificated positions requiring credentials other than supervisory or administrative shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience.*

Furthermore, the parties agree to the following process, which current bargaining unit members will follow in order to request approval for credit for relevant Out-of-District experience that was not already credited to them when initially placed on the salary schedule at the time of hire. Bargaining unit members must complete the following 3-step process to be eligible for Out-of-District experience credit:

1. Complete and submit the Request for Out-of-District Experience Credit Form to PUSD Human Resources using Informed K12 by May 15, 2024. In consultation with APT, employees with extenuating circumstances may be granted additional time to submit the Request for Out-of-District Experience Credit Form by September 5, 2024.
   AND
2. Complete and send the Verification of Experience Form to the previous District from which the bargaining unit member is requesting experience credit.
   a. A separate form must be completed for each previous District from which the bargaining unit member is requesting experience credit.
   b. All Verification of Experience forms must be completed and returned to PUSD Human Resources no later than July 31, 2024 for experience credit to be applied to the bargaining unit member's salary placement for the 2024-25 school year.
   c. PUSD will not be responsible for contacting previous Districts on behalf of unit members to ensure that the Verification of Experience form is completed and submitted. This is the sole responsibility of the unit member.
   d. Verification of Experience forms submitted to PUSD Human Resources after December 20, 2024 will not be eligible for Out-of-District experience credit.
3. The District will review the Request for Out-of-District Experience Credit to determine whether the prior experience is relevant to the position, applying the same standard the District applies to new hires post July 1, 2022 (per the 2022-2023 Collective Bargaining Agreement).

The signatures below acknowledge full understanding of and agreement with the provisions contained above. This MOU will expire in full and without precedent on December 20, 2024. All provisions of this MOU are subject to the grievance procedures up to and including binding arbitration.

On Behalf of the Association of Pleasanton Teachers:

On Behalf of the District:

Dated April 11, 2024