PIEDMONT UNIFIED SCHOOL DISTRICT

Agreement Between

The Governing Board

and

The Piedmont Certificated

Employee Organization

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Contract for School Years
2026-2029

Approved June 17, 2026

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ARTICLE I – AGREEMENT (Term)

Three (3) Year Term, July 1, 2026, through June 30, 2029.

A. The articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Piedmont Unified School District and the APT/CTA/NEA, an employee organization.

B. This agreement is entered into pursuant to the provisions of the Rodda Act, and incorporates all provisions thereof.

C. The terms of the Collective Bargaining Agreement ("Agreement") between the Parties and each of the articles contained therein shall continue from July 1, 2026, through June 30, 2029.

D. The Parties agree that for 2026-27 through 2028-29, this contract is closed for Article XVI (Salary) and Article XV (Benefits). However, the Parties shall have the option of opening two other articles each for negotiation during 2027-28 and 2028-29, with sun shining for those articles occurring in spring semester of the preceding year. Any such elected articles for reopening shall be without cost to the District, except for any stipends added to the Co-Curricular Stipend Schedule by agreement of the Co-Curricular Stipend Committee. By mutual agreement, the parties may negotiate MOUs concerning other urgent issues that emerge during the year.

E. Parties recognize that all articles are subject to bargaining, including salary and benefits, for the successor contract period that begins July 1, 2029, and agree to sunshine for the successor contract negotiations in February, 2029.

ARTICLE II – RECOGNITION

A. The Board recognizes the Association as the exclusive representative of all certificated employees of the Board including but not limited to:

1. Elementary Teachers
2. Secondary Teachers
3. Special Education
4. Interventionists
5. Counselors
6. Psychologists
7. Nurses
8. Teachers on Special Assignment

ARTICLE III – DEFINITIONS

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

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

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

"Per Diem" means the teacher's annual salary divided by the number of days required by the Board to be present at school.

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

"Minimum Workdays" for teachers are days when teachers are required to return for evening meetings (e.g., Open House, Back-to-School Night, and last day of student instruction). Instructional minutes for those days shall not exceed 260 minutes. On these days, teachers will be dismissed 10 minutes following the last student period.

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

"Professional Learning Days" are those non-student days that meet the state's professional learning reimbursement requirements.

ARTICLE IV – ASSOCIATION RIGHTS

A. Association representatives shall have reasonable access to all school buildings during lunch periods or before and after the school day, provided such access does not interfere with the educational program. They shall inform the building principal or his/her designee of their presence on campus. In the event a group meeting is planned, they shall fill out a facilities use permit.

B. The District shall provide the Association President, Executive Board and Site Head Representative with a complete Board agenda excluding personnel matters when they are regularly distributed to all other parties before regular board meetings.

C. Each employee who is a member of the Association, or becomes a member of the Association during the contract period, shall remain a member of the Association for the duration of the contract period. Members who wish to discontinue membership in the Association must do so within the 30 days prior to the expiration date of the contract.

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

A. Responsibility

1. The Site Administrator is responsible for all member assignments or reassignments. Assignments refer to the initial placement of members when they are newly hired or return from leave. Reassignments are defined in Section E.

2. By January 15, the District shall provide a form for each member to indicate assignment or transfer preferences in writing. Also on this form members may request individual notification of vacancies as they are declared. This form is due by January 31.

3. All members are entitled to use the Review Process (Section B) regarding their assignment unless they are newly hired or are returning from a leave of one school year or more.

4. A member returning from leave who is not satisfied with their assignment may request an explanatory meeting with the Superintendent, APT representative, and any site administrator requested. The Superintendent will be responsible for the final staffing decision.

B. Review Process

1. Initiating the Process

   Upon notification of assignment, the member has 10 working days to request a review. This request must be presented in writing to the Superintendent with copies sent to the site administrator, and the APT President.

2. The Process

   a. A review team, composed of three APT members chosen by APT's Executive Board, and two administrators will meet with the member and site administrator who initiated the involuntary transfer.

   b. An APT member on the review team shall facilitate the meeting.

   c. The review team will make every effort to meet within 10 working days of receiving written notice.

   d. At the first meeting, the Review Team will gather information from the member.

   e. At the second meeting, the Review Team will gather information from the site principal who has initiated the involuntary transfer, and the receiving principal.

f. Following this meeting, the Review Team will convene to synthesize the information, discuss findings, and generate options.

g. The findings and options will be presented by the Review Team and discussed first with the member who is subject to the involuntary transfer, along with the APT President and the Superintendent.

h. The findings and options will then be presented by the Review Team and discussed with the principal who has initiated the involuntary transfer, the receiving principal, the APT President, and the Superintendent.

i. All meetings will remain confidential. Once the findings and options have been reviewed by both parties, the Superintendent will be responsible for the decision. The Superintendent will communicate the decision to the member being transferred with 5 business days.

C. Vacancies

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

D. Transfers

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

Members who are to be transferred for the coming school year shall be notified of their new position no later than the last teacher work day. When the opening is not known by the last teacher work day, every effort shall be made to notify the member with 15 business days before the new position begins. When the transfer is to take place during the school year, every effort shall be made to notify members of their new position at least 15 business days before the new positions begin. This requirement may be modified upon mutual agreement between the member and the district. Two days of preparation time shall be available upon request.

If notification to a new position takes place within the last 10 calendar days before school begins, the member shall be eligible for preparation time or extra compensation for up to two days (based

on FTE) if the transfer is to a grade, level or department in which the member has not taught during the last four years.

Preparation time shall be provided as follows:

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

1. Voluntary Transfers

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

   a. When the request is made for a transfer to take effect during the school year, it shall be made within five (5) days of the posting of the notice of vacancy.

   b. All requests for voluntary transfer shall be considered on the basis of legitimate educational needs of the District, appropriate credentials to perform the required services, district-wide seniority, and other qualifications. When all factors are equal, district-wide seniority will be the determining factor.

   c. When a vacancy occurs in the District, first priority to fill that position shall be given to members to be laid off for economic necessity. Next priority for consideration shall be given to permanent, probationary, and temporary members who have not been released. Third priority for consideration shall be given to applicants from outside the District.

   d. When a request for transfer is denied, reasons for the denial will be given by the site administrator or the Superintendent. Such reasons shall be given in writing, if so requested.

   e. The member denied transfer may initiate the Review Process as outlined in Section B.

2. Involuntary Transfers

   District-initiated transfers shall be based exclusively on the legitimate, educationally-related needs of the District. Involuntary transfer will not be used in lieu of following the evaluation process as a means of disciplining or dismissing members. The notice of the involuntary transfer and the reasons for said transfer shall be given to the member in writing.

a. Before mandating an involuntary transfer, site administrators will meet with departments and/or grade-level team and an APT representative to discuss the involuntary transfer and receive input for consideration.

b. Members to be involuntarily transferred shall be chosen on the basis of the following considerations:

- Appropriate credential
- District seniority
- Other qualifications (e.g., experience with grade level or subject matter)
- Implication to other members who have shown written interest in the potential vacancy

c. Members who are being involuntarily transferred shall have the right to indicate preferences from a list of vacancies existing in the District at the time of transfer. Their request shall be considered on the basis of appropriate credentials, district seniority, and other qualifications.

d. Prior to the final decision regarding an involuntary transfer, the immediate supervisor shall meet with the member to discuss the transfer and receive input for consideration. If requested by either party, a second meeting shall be held before the final decision is made. The member may initiate the Review Process as outlined in Section B.

e. If notification to a new position takes place after three weeks prior to the last teacher work day, the member shall be eligible for preparation time or extra compensation for up to two days (based on FTE) if the transfer is to a grade, level, or department in which the member has not taught during the last four years.

Preparation time shall be provided as follows:

- The preparation time provided in this section shall be available at the member's request during the first month after the position begins.

- Two days of preparation time is available upon request.

- Optional: An APT Member working in the same department/grade level as the member who is being transferred, will be compensated at E-10 rate of pay (based on the member's FTE), up to two days, to support the transition.

- Days of preparation time shall be equivalent in length to the individual member's FTE.

E. Reassignments

A reassignment refers to a change in member assignment within the same school. At the elementary level this means a change in grade level within the same school. At the secondary

level this means movement from one department to another department or change in subject assignment within a department.

1. Prior to the final decision regarding an involuntary reassignment, the immediate supervisor shall meet with the member to discuss the reassignment and receive input for consideration. After consideration of the input, a district-initiated reassignment shall take place only after a subsequent meeting between the immediate supervisor and the member, if requested by either, has occurred; the reason for the reassignment shall be given to the member in writing. The member may initiate the Review Process as outlined in Section B.

2. Members who are reassigned for the coming school year shall be notified of the reassignment before the last teacher work day. In the event that notification by the last teacher work day is not possible, every effort shall be made to notify members at least 15 business days before the reassignment begins.

3. Once members are notified of their reassignments they are encouraged to meet with the site administrator(s) to formulate a transition plan to support this move. This plan may include site visitations, collaboration, in-service training, inventory and acquisition of instructional materials or other mutually agreed upon options. Release time may be provided to support these options as appropriate.

4. If notification of reassignment takes place within the last ten (10) business days before school begins, the member shall be eligible for preparation time or extra compensation at the hourly rate up to two days (based on FTE) if the reassignment is to a grade or department in which the member has not taught during the last four (4) years.

   Preparation time shall be provided as follows:

   - The preparation time provided in this section shall be available at the member's request during the first month after the position begins.

   - Days of preparation time shall be equivalent in length to the individual member's FTE.

F. Relocation

Relocation occurs when a member is required to vacate a workspace and reestablish that workspace in another location. Relocation may occur as a result of a transfer, a reassignment or the need to vacate a workspace. Once members are notified of their relocation, they will meet with the site administrator to formulate a transition plan. This plan will include a consideration of the amount of the materials to be moved, a timeline, and the assistance and materials that the district will provide for the move. Members will be compensated up to 4 days based on the E-10 hourly rate of pay (based on the FTE).

G. Notification of Status

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

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

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

H. A seniority list and 2 lists of temporary members will be published by October 1 of each school year. One temporary list shall be organized alphabetically, and the other temporary list shall be organized based on first date of paid employment. Both temporary lists shall include members' credentials, and asterisks will be placed next to the names of members who are also on the probationary and/or permanent lists. A copy of these lists will be available for the Association. At the request of APT, the Superintendent or designee, and the President of APT will meet to discuss why any member has been classified temporary beyond a second year. An individual member in this classification may request an additional meeting with the APT President and Human Resources Director for further clarification.

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

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

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

I. Elementary Combination Classes

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

- Letting teacher of combo class work with administration to decide which supports best suit the class
- 4th/5th Grade level partners taking ½ class for science and social studies because the curriculum is so different

- Scheduling more opportunities for small group instruction so class can be split (teacher works with one grade while special teacher works with the other grade)
- Adding additional paraeducator time
- Giving priority to combo classes when scheduling prep
- Pairing up special teachers (i.e., Art, computers) with classroom teacher's prep period or lunch or end of day to provide longer prep time for classroom teacher

J. Layoff Hearings

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

ARTICLE VI – HOURS AND PROFESSIONAL RESPONSIBILITY
PHILOSOPHY

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

A. Professional Day

1. At the high school level, with exception of Special Education Teachers, a full-time teaching position shall consist of direct responsibility for five of seven periods. Two of seven periods will be for preparation. A full-time Special Education Teacher shall have four teaching periods, a consult period, and two prep periods.

2. At the middle school level, a full-time teaching position, with the exception of Special Education Teachers, shall consist of direct responsibility for five of seven periods. Two of seven periods will be for preparation. A full-time Special Education Teacher shall have four teaching periods, a consult period, and two prep periods. Every effort will be made for a full-time teacher to have at least one preparation period per day.

3. At the elementary level, a full-time teaching position shall consist of direct instruction based on state mandated instructional levels with an average of 30 minutes of preparation time per day for Transitional Kindergarten and an average of 40 minutes for grades Kindergarten - 5th grade. A full-time Special Education Teacher shall have the equivalent of an additional 20 minutes per day of preparation time.

4. Every teacher shall be entitled to one daily, duty-free, uninterrupted lunch period of 30 consecutive minutes minimum, exclusive of passing periods.

5. Except for unusual circumstances, teachers are expected to be present at their respective buildings for preparation, appointments, and other professional duties which may occur before or after the instructional day.

6. No teacher shall be required to attend overnight field trips; attendance on these trips shall be strictly voluntary.

B. Professional Responsibilities

1. Preparation time, at all levels, is time set aside for activities that include, but are not limited to lesson planning, conferencing, collaborating and other professional duties. Preparation time for part-time teachers will be proportional to the teaching load.

2. Collaboration time is time built into the professional workday for teachers to work together. The topics for Teacher Directed Collaboration Time, as organized by Grade Level, Department, or Learning Teams, shall be solely determined by the teachers involved. The intent is for teachers to meet for purposes of planning, sharing, developing curriculum and addressing other common interests. Collaboration time for

part-time teachers will be proportional to the teaching load. If collaboration time is scheduled outside the professional workday of a part-time teacher, participation shall be optional.

3. Common Collaboration Time (CCT) includes both teacher-directed collaboration time (see above) and district-directed planning time.

4. Common Collaboration Time (CCT) will be incorporated into the school site schedules throughout the school year as follows:

    1. Elementary will have a weekly early release day devoted to common collaboration time.
    2. The total number of elementary CCT days will be divided in a 3:1 ratio with three teacher-directed collaboration days and one district-directed day. In school years where there is one additional day above the 3:1 ratio, District has the option of using the extra day. If there are two additional Wednesdays, the days will be split evenly between teachers and District. If there are three additional Wednesdays, the third day goes to the teachers. By the final teacher workday, elementary administrators and APT representative(s) will develop and agree to a CCT calendar for the following year. Elementary site representative(s) will initiate the collaboration four weeks prior to the end of the year.

    3. The total number of middle school CCT days will be divided into a 2:2 overall ratio with two teacher-directed (60 minutes) collaboration meetings and two district-directed (95 minutes) collaboration meetings. In years where there is an additional day above the 2:2 ratio, the extra day goes to the teachers.

    4. The middle school's CCT times will occur on Wednesdays, ten minutes after the last class bell, according to the current bell schedule.

5. High School sites will have CCT time as part of the regular bell schedule.

Elementary CCT and Faculty Meeting Schedule

1st Wednesday: Teacher-directed CCT 2:00 - 3:00 pm
2nd Wednesday: District-directed CCT 2:15 - 4:15 pm (Travel Day)
3rd Wednesday: Teacher-directed CCT 2:00 - 3:00 pm
4th Wednesday: Teacher-directed CCT 2:00 - 3:00 pm
1x per month (Tuesday): Elementary Faculty Meeting 3:15 - 4:30 pm (Not held the day before the District-directed CCT)
*Looking at **all** Wednesdays, the ratio will be 3 teacher-directed to 1 district-directed.* *The District will not schedule parent conferences on a District-directed 2nd Wednesday.*

In school years without an even number of PMS CCT days, the extra day will be designated for teacher-directed collaboration.

6. On elementary teacher-directed collaboration days, elementary teachers are expected to be engaged in professional collaboration activities until the regular student dismissal time. On the district-directed/tri-school CCT days, elementary CCT activities will be scheduled from 2:15pm - 4:15pm.

5. Professional Learning is time outside the professional workday for professional growth activities. District and/or sites shall determine the focus of staff development. Teacher interests shall be considered in the planning of professional learning. Those arranging Professional Learning should solicit teacher feedback on their interests for content in a transparent fashion.

6. Teachers and support personnel (as defined in Article II) shall be responsible for professional duties such as attendance at Faculty meetings, Child/Student Study Team meetings, Individualized Education Plan meetings (IEP's), Open House, Back-to-School Night and parent and/or staff conferences. These duties shall not be scheduled on religious holidays.

7. An adjunct duty committee will be established at each site to advise and assist the principal in the assignment of adjunct duties as well as the screening of new duties and/or alternatives for coverage of those duties.

   a. Teachers will be permitted to volunteer for these duties according to their own skills/interests to the degree possible. Duties not covered by volunteers will be assigned by the principal on an equitable basis.

b. It is recognized that teachers are frequently involved in other professional activities within and beyond the district. A teacher's participation in these activities should be considered when adjunct duties are allocated.

8. Beginning in 2022-23, sexual harassment training will be completed in-person or virtually during admin-directed time (i.e. faculty meeting, district-directed CCT, or professional learning day excluding the first hour). Members will be given a total of one additional hour of admin-directed school time (i.e. faculty meeting, district-directed CCT, or professional learning day excluding the first hour) for all other state-mandated trainings.

9. The district and site administrators will collaborate with site/level leadership teams annually before the end of the school year to discuss any newly proposed or state-required (e.g. dyslexia screener) assessments.

C. The established schedule at each school site is the schedule in use at the time of the ratification of this contract between the APT and PUSD. Changes may be made to established schedules and workloads at each site under the following conditions:

1. A schedule change Recommendation Committee will be formed consisting of administration, certificated and classified staff and an APT Executive Board member. In addition to proposed schedule changes, the committee will develop a timeline for implementation of the proposed new schedule. When proposed changes affect more than one site, all sites will be represented on the Recommendation Committee.

2. The superintendent, site administrator, school board and fifty-five percent (55%) of the site certificated staff must agree to the change.

3. Proposed changes to a site schedule shall be presented to the APT Legislative Council for informational purposes, prior to voting.

4. The minimum number of instructional minutes required by the state must be met without the need of additional staffing caused by the schedule change at the site.
5. Final balloting on any proposed change must be by written, secret ballot.

6. Once a schedule change has been implemented, it will be considered the "established schedule."

7. At the secondary level, a joint committee consisting of members from all three secondary sites (MHS, PHS, PMS), will be convened for the purpose of aligning schedules before each site convenes individual committees.

D. Union President Release Time

As President of the Association, a unit member will be granted twenty percent (20%) release time based on 1.0 FTE or, at the President's discretion, a one-fifth (1/5th) increase in salary at the

highest cell on the salary schedule in lieu of release time. In either case, the cost of that portion of the President's salary shall be assumed by the Association. In addition, at APT's discretion, an additional twenty percent (20%) release time shall be granted to the President, in which case, the full cost of that additional 20% release time in both salary and benefits shall be assumed by the Association.

E. Teacher responsibility for supervision of non-teachers

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

1. Site administrator will solicit feedback on non-teacher's performance twice during the non-teacher's probationary period, once within the first three months of the probationary period and again within the first six months and annually thereafter.

2. Teachers will respond to site administrator's request for input on the performance of the non-teachers under their supervision.

3. Teachers will also give site administrator feedback about non-teacher on an ongoing basis as necessary so that the administrator can keep apprised of non-teacher performance.

4. If the principal and teacher in charge agree that the assignment of a non-teacher is adversely affecting the classroom performance of that teacher or jeopardizes the program of that teacher, the non-teacher shall be excluded from that program

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

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

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

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

J. For every 10 letters of recommendation written, members are entitled to a full day of release time. The absence will be logged as "school business" in the District's Attendance Management System.

K. Grade Submission

Secondary unit members will make every reasonable effort to provide timely feedback on student learning by grading and returning assignments to students including updating gradebooks – with results on such things as assessments, essays, tests, quizzes, projects, graded discussions, or presentations – using district provided grading software within 15 school days of the date due (or from the date of submission for work accepted late).

L. Duties Off Campus

Unit members shall not be required to perform duties in the home of a student unless mutually agreed to.

M. Assessment Calendar

The district and site administrators will collaborate with site/level leadership teams annually within 30 days of the end of the school year to discuss and to calendar the next school year's elementary-wide assessments and timelines for communicating results. Any mid-year changes to required assessments will be discussed prior to the end of the first trimester or will wait until the subsequent school year.

N. Special Education Providers

1. Resource Specialists (RSPs) will be assigned no more than 1 initial assessment due within a four (4) week period. For RSPs with less than 60% of the state caseload maximum, they may conduct up to two (2) initial assessments due within a four (4) week period.
2. Speech Language Pathologists (SLPs) shall have no more than four (4) assessments due within any four (4) week period.
3. School psychologists will send the upcoming school year's assessment calendar to the Program Specialist and Director of Special Education by the end of their work year to allow time to plan out triennial assessments for the department.

0. TK and K Preparation for Family Classroom Visits:

TK and K teachers who set up their classrooms prior to the first regular teacher workday in preparation for family classroom visits shall be paid four hours at the hourly rate and may leave at the conclusion of the family visits on the regular teacher workday.

ARTICLE VII – PART-TIME ASSIGNMENTS

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

A. In order to participate in this program, a teacher must file a request by February 15 with the Superintendent. Exceptions to this date may be mutually agreed upon by the teacher and the Assistant Superintendent.

B. Part-time position openings will be advertised throughout the District in the same manner as a full-time position.

C. Teachers who are granted a reduction from full-time to part-time teaching shall resign part of their full-time position or shall be granted a leave without pay for the remainder of their full-time position.

D. Part-time teachers who have reduced their FTE by taking a leave of absence must notify the Superintendent by February 15 of their intent to return to their prior FTE. Receipt of the request shall be promptly acknowledged. Exceptions to this date may be mutually agreed upon by the teacher and the Superintendent. Where a transfer or reassignment is necessary, it shall be in accordance with the Transfer and Assignment Article of this Agreement.

E. A request to continue in a part-time assignment shall be filed on or before February 15 each year. Exceptions to this date may be mutually agreed upon by the teacher and the Superintendent. The District shall notify the employee as soon as possible, but no later than the last day of school, whether or not his/her request has been granted.

F. Part-time teachers who have reduced from full-time service in accordance with pre-retirement provisions of District Policy shall be governed by those provisions and not by this Article.

G. Part-time teachers will be responsible for all professional duties occurring on their regularly scheduled workday. A part-time teacher who agrees to participate in IEP's, Student Study Team Meetings, and parent conferences occurring during his/her non-schedule work time, shall be compensated at the hourly rate. Other assignments and duties of the part-time position for each teacher shall be reduced to be equivalent to the percentage of time worked.

H. The salary and benefits, including sick leave, accorded a part-time teacher shall be a portion of that salary or benefits which he/she would have earned as a full-time teacher, according to the ratio that his/her service bears to full-time service (see Article XVII - Salaries - Section D). Leave benefits will be prorated in an equivalent manner.

I. Part-time teachers who work at least 50% or more of a year will advance yearly on the salary schedule and shall have the option of paying for benefits accorded full-time teachers.

J. When teachers are employed for one semester only, evaluation procedures and timelines will be adjusted so that the evaluation process will be completed within the semester worked.

K. Teachers on part-time assignments will retain their original date of hire on the District seniority list.

ARTICLE VIII – SHARED CONTRACTS

A. A shared contract consists of two K-6 teachers splitting a full-time classroom assignment to include, but not be limited to, division of days, segmenting days of school work, and/or semester of school year in order that the assignment might be shared by two teachers.

B. When teachers are granted a shared contract, the following shall apply:

1. Participation in this program shall be on a voluntary basis and by mutual agreement between the District and the teachers.

2. In order to participate in this program, teachers must file a request by February 15 with the Superintendent. Exceptions to this date may be mutually agreed upon by teachers and the Assistant Superintendent.

3. The time and configuration of the job sharing schedule for teachers will be presented in a plan which is mutually acceptable to the teachers and the Principal and is approved by the Superintendent.

4. Responsibilities of any assignment will be divided and/or allocated according to the plan designed by the teachers with the concurrence of the Principal. The plan shall include but not be limited to professional duties specified in Article VI – Hours – Section B.

5. Teachers sharing a contract shall concurrently be granted a leave without pay for the remainder of their full-time assignment.

6. The salary and benefits, including sick leave, accorded a part-time teacher shall be a portion of that salary or benefits which he/she would have earned as a full-time teacher, according to the ratio that his/her service bears to full-time service (see Article XVII - Salaries - Section D). Leave benefits will be prorated in an equivalent manner.

7. Part-time teachers will advance yearly on the salary schedule and shall have the option of paying for benefits accorded full-time teachers.

8. Any teacher not subject to layoff process would, upon request of either party by the following February 15, be reinstated to a 100 percent position for the following year, provided there is an appropriate vacancy for which the employee is qualified by specific training or experience. No guarantee is given that any school assignment will remain the same from year to year.

9. Teachers in the shared contract program must annually make a proposal, to be submitted by February 15, to continue a shared teaching assignment for the following year. There shall be an annual review and evaluation of the shared contract program by all parties involved. The District shall notify the employee as soon as possible, but no later than the last day of school, whether or not the request has been granted.

10. If teachers sharing a contract are employed for one semester only, evaluation procedures and timelines will be adjusted so that the evaluation process will be completed within the semester worked.

11. Teachers with shared contract will retain their original date of hire on the District Seniority List.

ARTICLE IX – TEACHER TRAVEL

A. Teachers who are assigned to more than one school shall be reimbursed at the rate of one hour at the E10 rate per month.

B. Teachers who use their personal cars for field trips or other business of the District shall be reimbursed at the Internal Revenue service rate for all such driving. Teachers who have not received written instructions or approval to use their automobiles in the performance of their duties shall not be reimbursed under the provisions of this Article.

C. A teacher shall obtain written permission from the administration to take students on a field trip and to transport such students in the teacher's personal vehicle. Written permission shall mean that the trip is a school-sponsored activity.

ARTICLE X – LEAVES

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

A. Sick Leave

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

1. Unused sick leave shall accrue from school year to school year.

2. After all accrued sick leave has been used; an employee may elect to use Extended Illness Leave.

3. The District shall provide each member in September with a written statement of:

   a. the accrued sick leave total, and

   b. the sick leave entitlement for the school year.

4. The District may require a treating physician's verification of illness if a member has been on sick leave for five (5) or more consecutive days, or has a consistent absence pattern involving five or more days.

B. Extended Illness Leave

1. Differential Pay (Family Leave Act)

After all earned sick leave days at full pay have been used, and additional absence due to the same illness or injury is necessary, the teacher shall receive $200 per day (flat rate), or 50% of the teacher's per diem rate (whichever is greater) for a total of five (5) school months (100 school days), exclusive of the earned sick leave days at full pay. If sick leave bank days are used prior to differential pay, then the number of days available for differential pay will be reduced by the number of sick leave bank days used.

Differential Pay under Parental Leave can be referenced under section M

2. Sick Leave Bank

Sick Leave Bank (SLB) will be established to assist members faced with a catastrophic illness or incapacitating condition affecting them or their immediate family. The Sick Leave Bank may also be used by members who have exhausted all personal leave for the current year due to parental leave, catastrophic illness, or incapacitating condition so that they can take ordinary sick days for themselves or to care for a dependent. A

member may request to withdraw from the SLB once all of their accrued sick leave days have been used.

a. An individual may request up to 20 days from the bank. The same individual may apply for an extension of 10 days once the first 20 have been exhausted.

b. Individual wishing to apply for days from the Bank must submit to the SLB committee written verification from a doctor substantiating the catastrophic illness or incapacitating condition. The committee will notify the applicant of its decision within 10 working days of the initial application. This process will be confidential.

c. A Sick Leave Bank committee will be established to administer the SLB, develop appropriate forms, and act as the decision-making body. The committee will consist of the Superintendent, the President of APT, and one additional representative from both APT and the District. Binding decisions will be reached by a majority vote. Voting will be confidential.

d. The SLB will accept donations at the beginning of each school year until December 1. If 75 days are not available during the year, a second donation period may be opened by the SLB committee.

e. Members may donate a maximum of two days per year to the SLB. Members wishing to donate sick leave days to the bank must fill out the appropriate forms and submit them to APT. APT will compile the forms and forward them to the Substitute Coordinator for the District.

f. In order to donate to the SLB, a teacher must have in reserve at least 20 sick leave days.

g. Donation of days to the SLB is voluntary and irrevocable.

h. The bank may distribute a maximum of 75 days per year.

C. Discretionary Leave

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

D. Bereavement Leave

Every member shall be entitled to up to five (5) days of paid leave of absence, on account of the death of any member of their immediate family. This leave shall not be deducted from sick leave.

E. Jury Leave and Subpoena for Court Order

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

F. Attendance at Conferences and Meetings

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

G. Association Leave

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

H. School Period Absences

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

I. Short Term Educational Leave

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

J. Industrial Accident and Illness Leave

Education Code is supplemented as follows:

1. A member shall be entitled to ninety (90) days of industrial accident or illness leave per school year. A member who exhausts such leave shall be entitled to use sick leave benefits as provided in this Article. If the member continues to receive workers' compensation while on sick leave, the member may elect to use that portion of their sick leave which, when added to the temporary disability compensation, is equal to their regular salary.

2. The total of the member's temporary disability indemnity and the salary due during absence shall equal the member's full salary.

3. A member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the member and the member's physician agree that there has been such a recovery.

4. An industrial accident or illness as used in this paragraph means an injury or illness whose cause can be traced to the performance of services for the Board.

5. The Board's report of an industrial accident or illness shall be kept on file in the Business Office.

K. Legislative Leave

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

1. The member on such leave shall notify the Board of the date of the intended return at least twelve (12) weeks in advance.

2. The member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded in this contract.

L. Sabbatical Leave

Sections 44966 and 44967 of the Education Code are incorporated into this Agreement. A member who has taught in the District for seven consecutive years may be granted sabbatical leave so long as the purpose of such leave is to pursue a program of study, research or travel which shall be a benefit to the schools. Selection shall be made on the basis of district-wide seniority, subject only to the same "purpose of program" restriction referred to in the preceding sentence.

1. The District shall pay a member who is on a semester sabbatical leave their full salary for such period. The District shall pay a member who is on a full year leave fifty (50) percent of their full salary.

2. A member on sabbatical leave shall receive wages and fringe benefits including but not limited to insurance and retirement benefits.

3. A member returning from sabbatical leave shall be entitled to request any assignment for which they are credentialed.

4. Upon return, the member must serve twice the period of sabbatical leave in the District (Ed Code 44966, et. seq.).

5. A member on sabbatical leave shall receive credit for annual salary increments (steps and/or columns) provided during the leave.

6. The District and a member who is to go on sabbatical leave shall develop a payment schedule which is acceptable to such member at least thirty (30) days before the Sabbatical leave is scheduled to commence.

M. Parental Leave

The District shall provide four weeks of fully paid parental leave. After those four weeks, a certificated employee may use their sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member (“parental leave”) for a period of 8 workweeks.

1. All parental leave must be taken within one year of the child's birth, adoption, or start of foster care.

2. After an employee has exhausted all available sick leave during the period of parental leave, the employee shall be entitled to receive Parental Leave differential pay.

3. Parental leave differential pay is set at either 50% of their regular salary per day or $175 per day, whichever is higher, for the remaining portion of parental leave pursuant to the California Family Rights Act ("CFRA," Government Code 12945.2).

4. Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12-workweeks in a 12-month period.

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

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

Domestic Partners

1. For the purpose of “child bonding” domestic partners shall also be entitled to the 12-Weeks of parental leave outlined in CFRA.

Pregnancy Disability Leave

1. A unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovering there from, shall be granted a leave of absence.

2. The length of the leave of absence, including the date on which the leave is to commence and the date on which the unit member will resume duties, shall be

determined by the unit member and physician. A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the unit member may resume duties shall be provided by the unit member when applying for maternity leave.

3. A member granted a PDL leave shall be entitled to receive the compensation and benefits as provided by the California Pregnancy Disability Leave Act (PDLA). A unit employee who is disabled due to pregnancy, childbirth, or related conditions is entitled to a maximum of two weeks prior to delivery, a minimum of 6 weeks post-delivery and contingent on a doctor's recommendation and certificate, up to four months total of Pregnancy Disability. Eligible employees shall also be entitled to receive compensation and benefits as provided by the FMLA and CFRA.

   A member returning from Parental Leave or Pregnancy Disability Leave shall be entitled to return to the position they had before their leave.

N. Family Care Leave

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

O. Full Time Long-Term Leave

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

1. A member shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commencement.

2. A member returning from long-term leave shall be entitled to request any assignment for which they are credentialed.

3. A member on long-term leave shall have the option of paying for benefits accorded to full-time teachers.

4. An employee will be expected to return to service on the first workday following the completion of the leave term. An employee seeking an extension of a full-time long term leave must apply no later than February 15. The Human Resources Director will inform the member of the decision by March 15.

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

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

P. Miscellaneous

1. Paid leave of absence means that a member shall be entitled to:

   a. Receive wages and all fringe benefits including but not limited to insurance and retirement benefits.

   b. Request any assignment for which they are credentialed.

   c. Receive credit for annual salary increments provided during the leave.

2. Unpaid leave of absence means that a member shall be on leave without pay and shall have the option of paying for benefits accorded full-time members.

3. Immediate family means employee's spouse/partner and employee's and spouse/partner's:

   Parents
   Children and their spouses/partners
   Grandparents
   Siblings and their spouses/partners
   Grandchildren

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

ARTICLE XI – MISCELLANEOUS PROVISIONS

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

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

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

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

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

Academic Freedom Clause

A bargaining unit member shall have freedom in their classroom or other District-approved instructional settings to introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content, consistent with District-and-State-adopted curriculum goals and objectives, appropriate to the age and maturity of the students, is considerate of students' culture and background, and is within the scope of the law.

Non-Discrimination Clause

The District shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, sex, gender identity or expression, national origin, political affiliation, religion, domicile, lifestyle, marital status, sexual orientation, disability, membership or participation in the activities of an employee organization.

ARTICLE XII - PRE-RETIREMENT REDUCED WORKLOAD EMPLOYMENT OPTION

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

A. The Superintendent shall be responsible for developing administrative procedures, eligibility requirements and contractual arrangements.

B. Employees shall have reached the age of fifty-five (55) years prior to reduction in work assignment, and the period of such reduction in work assignment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

C. At age 59 or older, any employee may participate in this program for a period of up to three (3) years. Employees between the ages of 55 and 58 may elect this option for three (3) years or longer if needed to reach the age of 62. Employees participating in this program shall fulfill all obligations within their reduced workload contracts.

D. Employees shall have been employed full-time in a position requiring certification for at least ten (10) years in the District, of which the immediately preceding five (5) years were full-time employment under contract in the District. Unit members must be at or above Column D, Step 12 of the current salary schedule.

E. A unit member who opts for reduced work assignments shall be considered a full-time employee for such purposes as reassignment and transfer, continuation of such assignment, seniority and advance on the salary schedule.

F. Request for participation shall be at the option of the unit member.

G. Once a unit member has elected to be on a part-time status, such unit member cannot return to full-time employment status, except by mutual agreement by the District and the employee.

H. The minimum reduced work assignment shall be the equivalent of one-half (1/2) of the number of days of service required for a full-time employee.

I. Both the District and the unit member shall contribute to the Teachers' Retirement Fund the amount that is required for the STRS reduced workload program.

J. The employee shall be paid a salary which is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment, but shall retain all rights and benefits for which they makes the payments that would be required if they remained in full-time employment.

K. The employee shall receive health and welfare benefits as provided in this Contract Agreement in the same manner as a full-time employee.

L Any employee wishing to participate in the above program shall notify the District by February 15 of the year prior to the first year of participation.

M. Employees who wish to retire prior to the end of their individual Reduced Workload Contract shall notify the District by February 15 of the year in which they plan to retire.

N. Should applicable provision of law relative to early retirement/pre-retirement options be changed during the term of this agreement, the parties agree to modify the contract in accordance with such change.

ARTICLE XIII – RETIREMENT INCENTIVE PROGRAMS

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

A. Retirement Consultant Program:

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

B. Retirement Substitute Teaching Program:

Retirees may serve as a substitute teacher in the district. The retiree's rate of pay will be at the long-term substitute daily rate plus 7.5%. The Retirees who substitute are not eligible to receive any benefits afforded to active employees.

ARTICLE XIV – RETIREMENT/DISABILITY BENEFITS

A. 1. Effective July 1, 2026, for the bargaining unit members who retire from the District at age 55 or more with ten (10) or more years of consecutive years of service, and who immediately begin taking benefits under either State Teachers Retirement System (STRS), or the Public Employees Retirement System (PERS), the District contribution toward medical benefits shall be $7,000/year. Unit members obtaining medical benefits under this paragraph shall receive such benefits no longer than the date when the retiree reaches Medicare eligibility age or for a maximum of five (5) years, whichever occurs first. The District contribution shall be pro-rated based on FTE at the time of retirement except as allowed per B and C of this article. A retiree must be at least 0.3FTE to be eligible for benefits.

Retirees are only eligible to participate in District benefit plans (medical/dental/vision) in which they are enrolled during their final year of service.

3. Early Notification Supplement

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

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

Upon the retiree's Medicare enrollment, in order to help maintain the least costly medical plan to the retiree, effective July 1, 2026, the district will contribute $150 per month toward a medical plan. This coverage shall continue for life.

Retirees covered by the Early Notification Supplement shall have the option of including dependents on their coverage and paying for the additional premiums only for dependents enrolled in a District plan at the time of retirement.

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

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

C. Part-time teachers whose years of service total 15 full-time years of service to the District shall be eligible for any benefits for which other otherwise qualify under Paragraph A of this article.

D. Employees who retire at age sixty-five (65) or more, with fewer than ten (10) years of service in the District have the option of participating in the District medical/dental plans at their own expense. Payment shall be made in accordance with District established procedure.

E. The District cap for post-employment benefits under Article XV for employees with a minimum of twelve (12) years of service in the District who become disabled and who qualify for STRS disability allowance shall be $3,250.00. This benefit will be available up to five (5) years or until the employee reaches Medicare eligibility, whichever comes first.

F. Any employee who qualifies for STRS disability shall have access to the district's medical/dental plans at their own expense.

ARTICLE XV – BENEFITS

A. Effective January 1, 2025, the District shall provide unit members a total contribution to medical and dental benefits collectively referred to as "Benefits," that is capped at the following amounts for full-time employees:

Employee Only Benefits Coverage:	$ 9,200.00 + District-paid Single-Party Dental
Employee Plus One Benefits Coverage:	$18,125.00 + District-paid 2-Party Dental
Family Benefits Coverage:	$25,650.00 + District-paid Family Dental

A.1. Effective January 1, 2027, the District shall provide unit members a total contribution to medical and dental benefits collectively referred to as "Benefits," that is capped at the following amounts for full-time employees:

Employee Only Benefits Coverage:	$ 11,189.00 + District-paid Single-Party Dental
Employee Plus One Benefits Coverage:	$ 22,378.00 + District-paid 2-Party Dental
Family Benefits Coverage:	$ 31,664.00 + District-paid Family Dental

A.2 Effective January 1, 2028, the District shall provide unit members a total contribution to medical and dental benefits collectively referred to as "Benefits," that is capped at the following amounts for full-time employees:

Employee Only Benefits Coverage:	$ 11,413.00 + District-paid Single-Party Dental
Employee Plus One Benefits Coverage:	$ 22,825.00 + District-paid 2-Party Dental
Family Benefits Coverage:	$ 32,297.00 + District-paid Family Dental

The District's amount of contribution for Benefits will be prorated for unit members working less than full-time, but .3FTE or more, based on the ratio that the unit member's service bears to full-time service (FTE). Effective July 1, 2011, any increase in the cost of Medical Benefits beyond the capped amount will be assumed by the unit member, unless negotiated otherwise.

B. All unit members must be covered by a health plan. Unit members who choose not to participate in a District health plan must submit proof of coverage under another medical plan. Unit members who opt to not participate in the District's medical plan shall receive a $2,800 cash-in-lieu per year based on a 1.0 FTE. The entitlement shall be prorated for part time employees based on their FTE. Employees must be at least .3FTE to be eligible. Employees who are 0.3 FTE or more shall receive single party dental at no cost to the employee. The cash-in-lieu option will be provided to all eligible unit members only if permitted under the provisions of the medical plan.

C. Under the current District dental plan, all unit members employed 0.3 FTE or more, must be covered by the District dental plan. Employees working less than 0.3FTE are not entitled to District-paid benefits. The District and the Association may mutually agree on an alternative dental plan.

D. The district will offer a general benefit plan under IRC Section 125 to all unit members.

E. Survivors and dependent children of deceased unit members, at their expense, may opt to continue coverage under the District's medical and dental plans in which the deceased member had been participating at the time of death. This option is available for the length of time permitted by the plan to cover dependent children.

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

F. Benefits for Married (and/or registered domestic partner) Association Members: "Eligible Family Member" should replace all "Spouse" in the following articulation.

a. When two unit members are married (or when one unit member is married to a unit member of CSEA), one of the Eligible Family Members ("Eligible Family Member A") may claim the "employee plus one" or "full family" benefits. Each includes the respective District-paid Dental coverage.
b. "Eligible Family Member B" does not need to claim their employee benefits because they will receive health and dental coverage under Eligible Family Member A.
c. In lieu of the $2,800 entitlement for Eligible Family Member B, Eligible Family Member A and B will not be required to make an employee contribution. The District will contribute the entire cost of the premium.
d. Where two married unit members' joint FTE falls beneath 1.0 FTE, the district contribution to their coverage will be the difference between complete coverage (the total premium) and a percentage of the standard employee contribution proportional to a members' FTE. Each member must meet the requirement of 0.3 FTE for benefits eligibility.

ARTICLE XVI – SALARIES

2023/24: 3% retroactive to July 1, 2023. For School Psychologists and Program Specialists, an additional 5.2% added to their salary schedule, Appendix A-2, retroactive to July 1, 2023. A separate salary schedule will be created for Speech Language Pathologists, retroactive to July 1, 2023, to be included in the contract as Appendix A-3, which will also include the additional 5.2% retroactive to July 1, 2023.

2024/25: 4% ongoing starting July 1, 2024. Should the 2024-2025 statutory COLA exceed 3%, the District will apply an across the board .5% additional salary increase to certificated salary schedules.

2025/26: 4.5% ongoing starting July 1, 2025, contingent on the passage of a new (replacement) parcel tax by the November, 2024 election, that generates increased annual revenues compared to the outgoing Measure H, an ongoing salary schedule increase of four and one-half percent (4.5%), effective July 1, 2025. If the November 2024 parcel tax does not pass, a 3% ongoing salary increase will be applied to base salary schedules, effective July 1, 2025. Should the 2025-2026 statutory COLA exceed 5%, the District will apply an across the board .5% additional salary increase to certificated salary schedules.

A. The salary schedule in Appendix A shall reflect a 7.5% increase in the daily rate over the 2021-22 school year, effective July 1, 2022, and reflect an annual salary for 185 days.

B. Teachers shall receive their salary payments in equal monthly payments based on the number of calendar months members work during each academic year. Upon request, teachers may receive salary payments in twelve (12) monthly payments (collecting deferred pay warrants on the last day of the last working calendar month in the academic year). Any such requests must be submitted to the Business Office no later than the end of the first week of school.

C. The District and APT will direct their negotiators to use the Standards and Criteria Review Committee Report as a tool for providing competitive compensation for teachers with the goal of achieving the top position among non-basic aid, unified school districts as identified by the Standards and Criteria Committee. (Refer to Article XXI, section C.)

D. The salary accorded to a part-time or shared contract teacher shall be a portion of that salary which he/she would have earned as a full-time teacher according to the ratio that his/her service bears to full-time service (see Articles VII and VIII).

E. Extracurricular duties which are subject to compensation shall be voluntary. Extracurricular duties subject to compensation are enumerated in co-curricular stipend schedule, as are the rates thereof.

F. Each supervisory teacher may be provided with paid release time for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university. If a stipend is paid to the District as a result, it shall be paid to the participating teacher.

G. A personnel transaction for each teacher receiving extra compensation shall be filed with the Personnel Office by the Site Principal.

H. The Board shall provide each teacher with an annual written statement of:

1. Number of units
2. Number of years
3. Step and column placement

Such statement shall be provided in September of each school year.

I. Those teachers new to the District, starting employment in the school year 1993-94 and thereafter, will be placed no higher than Step 10 of the salary schedule. Placement will depend on their prior experience.

J. Teachers agreeing to substitute in a classroom during a preparation period shall be paid based on Column E Step 10 daily rate divided by 7.5 hours.

K. Effective July 1, 2026, Stipends for additional M.A.'s $1,500, Doctorate $1,500, National Board for Professional Teaching Standards Certification $1,500. GATE Certification $500, Integrated Learning Specialist Certification $500, Certified Google Teacher Certificate $200. $1,500 annual stipend is available for Psychologists who demonstrate proof of obtaining the National Certified School Psychologist (NCSP) credential. Member Psychologists must submit proof of certification to the District Office annually. Speech Language ASHA credential $1,500. These stipends also appear on the Salary Schedule.

L. Utilizing Measure H Funds, each certificated unit member shall receive $761.00 (prorated to their FTE), as a one-time payment for the 2020-2021 school year.

M. Members of the Diversity, Equity, and Inclusion (DEI) Council will be added to Co-Curricular Stipend A beginning in the 2021-2022 school year. In the 2021-22 school year, DEI Council members will be compensated an additional $500.00 using the certificated hourly timesheet beginning on the first day of work and recording hours up to that amount. The additional compensation amount will be reviewed annually and determined by the workload required.

N. APT and PUSD Bargaining teams will reconvene no later than the publication of PUSD's Unaudited Actuals in September of 2021 to bargain Article XVI Salaries for 21-22

O. The salary schedule in Appendix A shall reflect a 2.5% increase in the daily rate over the initial schedule of 2021-2022 and reflect an annual salary for 185 days. This increase shall be applied retroactively to July 1, 2021.

P. When determining step-placement on the salary schedule for district nurses, the superintendent shall take in to account years of experience performed in both the public and private sector within the nursing profession.

Q. Beginning July 1, 2024, when determining step-placement on the salary schedule for Speech Language Pathologists and School Psychologists, the Superintendent shall take in to account years of experience performed in both the public and private sector within the respective profession. For existing members this increase shall be applied retroactively to July 1, 2023.

R. 2023/24: 3% retroactive to July 1, 2023. For School Psychologists and Program Specialists, an additional 5.2% added to their salary schedule, Appendix A-2, retroactive to July 1, 2023. A separate salary schedule will be created for Speech Language Pathologists, retroactive to July 1, 2023, to be included in the contract as Appendix A-3, which will also include the additional 5.2% retroactive to July 1, 2023.

2024/25: 4% ongoing starting July 1, 2024. Should the 2024-2025 statutory COLA exceed 3%, the District will apply an across the board 0.5% additional salary increase to certificated salary schedule.

2025/26: 4.5% ongoing starting July 1, 2025, contingent on the passage of a new (replacement) parcel tax by the November 2024 election, that generates increased annual revenues compared to the outgoing Measure H, an ongoing salary schedule increase of four and one-half percent (4.5%), effective July 1, 2025. If the November 2024 parcel tax does not pass, a 3% ongoing salary increase will be applied to base salary schedules, effective July 1, 2025. Should the 2025-2026 statutory COLA exceed 5%, the District will apply an across the board 0.5% additional salary increase to certificated salary schedules.

S. Effective July 1, 2026, the District will apply an 3% ongoing increase to all certificated salary schedules, including revised "Appendix A-1 Teachers' Salary Schedule".

T. Effective July 1, 2027, the District will apply a 3% ongoing increase to all certificated salary schedules.

a. Should the 2027-2028 statutory COLA or LCFF augmentation exceed 4.5%, the District will apply an across the board 0.5% additional salary increase to Certificated base salary schedules.

U. Effective July 1, 2028, the District will apply a 3% ongoing increase to all certificated salary schedules.

a. Should the 2028-2029 statutory COLA or LCFF augmentation exceed 4.5%, the District will apply an across the board 0.5z5 additional salary increase to Certificated base salary schedules.

V. Should the 2026-2027 Final State Adopted budget include a one-time discretionary block grant that exceeds $500 per average daily attendance, the District shall provide a one time off schedule payment of $2,000 to APT members active as of July 1, 2026. This payment shall be prorated according to their assigned FTE and disbursed in equal monthly installments over the employee's assigned pay cycle (11 months).

ARTICLE XVII – SAFETY CONDITIONS

The district recognizes that clean air contributes to a favorable learning environment for students, productivity for staff, and the health of all school occupants. Adequate ventilation, appropriate housekeeping and maintenance procedures and the removal of pollution sources are all necessary to achieve good indoor air quality.

PUSD follows and strictly adheres to the California Department of public health (CDPH) and CDC and ASHRAE guidelines for classroom-workspace HVAC ventilation measures remain fluid and may change as scientific knowledge, guidance, experience, and other condition change.

The district shall ensure that the following measure take place:

- Air filtering/purification systems (MERV13/comparable or HEPA) are inspected regularly and replaced annually or as needed. Each filter is dated when replaced.
- Classroom CO2 levels are monitored for levels above 800 parts per million to the extent possible.
- When AQI is elevated, follow PUSD BP 3514.

A. Safe conditions shall be maintained daily in all classrooms; hazardous conditions shall be remedied promptly.

B. Teachers shall not be required to work under conditions that endanger their health or safety.

C. Laboratory coats and goggles will be furnished to teachers of science and shop on request when needed for maintaining safe conditions.

D. A teacher may exclude from the classroom for the period in which he/she is teaching and/or a day following any student who presents a verbal or physical threat to the teacher, students or property. The building Principal or his/her designee shall be notified immediately that such action has been taken. A student so excluded may not return until the teacher and Principal agree that the conditions which prompted the exclusion no longer exist.

E. If a teacher's personal safety is jeopardized in the performance of his/her duty, reasonable restraint may be exercised in self-defense. Any complaint arising out of use of such restraint shall result in an administrative investigation. No action shall be taken against the teacher unless and until the administration determines that such investigation warrants it.

F. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent.

G. While CalOSHA requires that school employees test for COVID after receiving a close contact COVID exposure notice at school, the district will provide COVID tests to those unit members.

ARTICLE XVIII - EMPLOYEE EVALUATIONS

Every 3 years (as the whole contract is opened), beginning in 2023-24, the Evaluation Subcommittee will convene to review and recommend to the PUSD/APT Negotiations Team any changes to the Evaluation Article, appendices and associated forms, and to update the "PUSD Evaluation Process Resources" on the district website as needed. Because the Evaluation Subcommittee could not complete its work during 2023-2024, it will reconvene during 2024-2025.

The Evaluation Subcommittee will be comprised of at least one member from both the PUSD/APT Negotiations Team and additional APT Members and Administrators.

A. Goals

1. The goals of the evaluation process are the following:
   a) To acknowledge and support the wide-ranging practice and experience of all Piedmont certificated employees;
   b) To provide a clear structure, using the *most current version of the California Standards for the Teaching profession or other mutually agreed upon specialist standards* for delineating specific areas of educator growth and student learning;
   c) To allow for varied systems that recognize the multitude of professional assignments covered under the APT contract, e.g. counselors, teacher-librarians, psychologists, learning specialists, etc.;
   d) To encourage collaboration and innovation;
   e) To foster authentic professional dialogue among participants.

2. Timeline:

   a) The timeline for evaluation is consistent with Ed Code 44664.

Notification of evaluation process	By 1st Tuesday following Labor Day
Time to analyze and reflect on student data	By October 1
• Self-assessment • Identify Classroom Visitation or Action Research Model • Student Data Analysis and Reflection Form • Set goals for the year	By October 15
• Pre-observation conference(s) • Observation • Post-observation conference(s) and develop improvement plan, if needed.	October-April
• Parent/Guardian Survey and Reflection Form • Student Survey and Reflection Form	November 1 - February 1

Peer observation and reflection	By February 1
Notification of possible *Unsatisfactory* rating.	February 1
• Notification of *Teachers Engaged in Active Mentoring* (TEAM) support program referral • Notification of possible *Developing* rating.	March 31
Final evaluation form to the teacher	30 calendar days prior to educator's last day of work
Final evaluation conference	Prior to last day of school

B. Evaluation Process/Procedures

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

Four Point Rubric for Each Standard Evaluated

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

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

3. Educators hired after October 15 shall meet with their evaluator within two weeks to initiate the Evaluation Process.

4. Evaluation and assessment of the performance of each member shall be made on a continuing basis, every year for non-tenured members and at least every other year for tenured members with permanent status or at least every five years for tenured members with permanent status and ten years of experience in the district, in accordance with Education Code 44664.

5. The Five-Year plan is an option for tenured educators who have been employed by the district for at least ten years, who meet the Federal definition of Highly-Qualified, and whose prior two evaluations have been Satisfactory and/or Effective/Proficient or higher in all observed Standards of the California Standards for the Teaching Profession.

    a) If these criteria have been met, the educator and evaluator may mutually agree that the educator will be evaluated only once every five years using the Classroom Visitation Model or Action-Research. The re-evaluation will occur in the fifth year after the previous evaluation (i.e., An educator evaluated in 2011-12 will be re-evaluated in 2016-17).

    b) Agreement to follow the Five-Year plan must be made at the conclusion of the evaluation before the five-year period begins (i.e., in the example above, the Five-Year plan must be agreed to at the conclusion of the 2011-2012 evaluation).

    c) During the five-year period the supervising evaluator may notify the educator, in writing, by July 1 of specific circumstances which will result in a change in the evaluation timeline effective the following school year.

    d) The certificated employee or the evaluator may withdraw consent at any time.

6. All certificated employees new to PUSD will be evaluated on all six standards regardless of their employment status (temp, prob), for the first two full years of employment.

    a) A member will not be evaluated during their first year on permanent status, or in the year in which they plan to retire, provided notification of the intent to retire is given by October 15.

7. Components Required of Both Models:

    a) All educators will self-assess using the California Standards for the Teaching Profession's Continuum of Teaching Practice (P/CSTP's). (Appendix) This does not need to be submitted to the evaluator.

    b) All educators will use the *Student Data Reflection Form. (*Appendix) This does not need to be submitted to the evaluator.

    c) With the evaluator, the member will develop a student learning goal that aligns to CSTP Standard 1 or 2, in addition to any one of the other CSTP Standards to address during the school year, with observation(s) and conferencing to follow.

    d) Reflections on collected student and parent feedback, and administrator feedback will be incorporated.

    e) Reflections on student growth and achievement will be incorporated.

f) Reflections on peer observation (of one peer minimum) will be incorporated.

g) Evaluator formal and/or informal observation(s) will be incorporated.

h) Evaluator and educator will mutually decide on the type and scope of evidence used to show that goals have been adequately addressed. Evidence may include: Sample lesson/unit plans, Student work/ projects, Class rules and procedures, Discipline records, Professional Learning Communities, Membership in professional organizations, Formal and informal mentoring, Participation on committees, Technology used, Use of student learning teams, Materials to promote critical thinking and problem solving, Collaborative lesson planning, Video of lessons/student performances, Audiotapes of lessons/student performances, Photographs, Use of professional literature to inform instruction, Writing professional articles, Data/feedback collected by educator, Data/feedback collected by coach/administrator, Artifacts from professional conference, workshops, and reading, Records of student progress (grade book, charts, graphs, tables) on curricular goals, Feedback from partner/team members, Record of parent communication.

C. **Classroom Visitation Model** is a method of supervision that enables a staff member to work with administrators/evaluator to examine, to refine and to enhance professional growth and student learning through classroom observations and conferencing.

1. All educators may choose this model.

2. To the extent possible, work performed for the *Piedmont Teacher Induction Program* (including forms) will fulfill the requirements of evaluation under the Classroom Visitation Model. The evaluator shall keep the Induction mentor apprised of the educator's progress throughout the evaluation process.

    a. Educators enrolled in Year One and Year Two of the Teacher Induction Program have the option either 1) to complete the Piedmont Classroom Visitation Model for their teacher evaluation AND all of the requirements for TIP or 2) to complete only the components listed below:

        - Goal-setting – With the evaluator, the educator will develop a student learning goal that focuses on one (1) of the CSTP Standards to address during the school year.
        - Observation – The evaluator will observe the educator for a minimum of two (2) formal observations and conferences. Either party may request an additional observation.
        - Surveys, Reflections and other components of the PUSD Evaluation Process not identified as required here are not required for those in TIP.
        - TIP Requirements – The educator will complete all components required and, in the manner, outlined in the Teacher Induction Program.
        - Final Evaluation – A final written evaluation based upon the CSTP Standards (using the PUSD Final Evaluation Form) shall be given to the educator no less than thirty (30) days prior to the educator’s last day of work. The educator shall have the right to initiate a written response to the evaluation, which shall become a permanent attachment to the educator’s personnel file.

D. **Action Research Model** is a method of supervision that enables a certificated staff member to confirm competence and document professional growth and student achievement in a selected focus area either individually or collaboratively.

1. The Action Research Model must be mutually agreed upon by educator and evaluator.

2. The California Standards for the Teaching Profession will serve as a framework for educator focus. Other mutually agreed upon specialist standards may be used. (see Appendix)

3. The structure for the Action Research Model will be as follows:

   a) Goals:

      i. Explore in depth new ideas/interests in order to refine teaching skills and promote professional growth and student achievement;

      ii. Document professional growth and student achievement in selected CSTP goal areas by providing a systematic and organized collection of evidence as mutually agreed to by the evaluator and educator.

   b) The Action Research Model offers three options of participation:

      i. Educator, evaluator

      ii. Educator, evaluator, and selected colleagues

      iii. Group of educators evaluated by an evaluator on collaborative work related to teaching and learning.

   c) Examples of possible focus areas for Action Research:

      i. Student work/projects

      ii. National Board Certification

      iii. Instructional Strategies

      iv. Developing Standards Based Curriculum

      v. Assessments

      vi. Project-Based Learning

      vii. Calibrating Assessments

      viii. Case Study of Student(s)

E. Goal Setting Process

1. Goal Setting Conference:

a) Prior to the goal setting conference, the educator will:

i. Review the most recent version of the California Standards for the Teaching Profession and the Continuum of Teaching Practice and self-assess. (Appendix)

ii. Educator will reflect on S*elf-assessment on the Continuum of Teaching Practice.* (Appendix). Self-assessment is not turned in to the evaluator.

iii. Complete the *Student Data Reflection Form (Appendix)* if adequate data is available. Reflection is not turned in to the evaluator.

iv. Review identified areas for continuing growth from previous evaluation.

b) At the goal setting conference, the evaluator and educator shall:

i. Discuss the educator's S*elf-assessment on the California Standards for the Teaching Profession - Continuum of Teaching Practice (*CSTP's*). (Appendix)* Self-Assessment is not turned in to evaluator.

ii. Discuss how the educator will use results from the *Student Data* Analysis and *Reflection Form.* (Appendix).

iii. Discuss identified areas for continuing growth from previous evaluation.

iv. Develop a student learning goal that aligns with either CSTP Standard 1 or 2, in addition to any one of the other CSTP Standards to be the focus of the evaluation.

v. The educator and evaluator will fill out the *Goal Setting Conference Agreement Form.* (Appendix)

vi. The educator and evaluator will agree upon the model for evaluation (Visitation or Action Research).

vii. Every effort should be made to reach agreement on goals and model for evaluation, but in the event that the educator and evaluator cannot agree upon goals and/or the model to follow, the evaluator shall have the final responsibility for choosing the goals and/or model.

F. Observations

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

2. Formal Observations:

   a) Pre-observation conference

      i. The educator and evaluator will discuss and outline a plan for the observation period, including dates and times for formal observations and the communication and timing of feedback. "*Pre-Conference Conversation Questions" (Appendix)* are provided for guiding the conversation; they are not a required list, and written responses are not expected.

   b) Observations

      i. There will be a minimum of two (2) formal observations for the Classroom Visitation Model. Either party may add an additional formal observation. Formal observations shall be scheduled at a mutually agreed-upon time, and shall be no less than one half-hour to ensure full understanding of the lesson's objectives.

      ii. There will be at least one (1) formal observation for the Action Research Model. When possible, the action research work will be the focus of the observation.

      iii. For either model, there will be unscheduled informal observations with flexible parameters and feedback. At the start of an unscheduled observation, the evaluator will make his or her presence in the classroom known to the educator.

      iv. If, during the observation period, the evaluator identifies a need for immediate improvement in an area that was not identified during the goal-setting process, an addendum to the *Goal Setting Conference Agreement Form* may be developed. An improvement plan will be developed, including specific means for assessing improvement (e.g., an additional formal observation).

   c) Post-Observation Conference

      i. If the evaluator is observing the educator in a cluster (usually three class meetings in a row), the evaluator shall meet with the educator within one week of the last cluster observation.

      ii. If the evaluator is observing the educator over an extended period, the evaluator shall meet with the educator within one week of each observation.

      iii. Using the *Post Conference Conversation Questions* (Appendix) as a guide, the educator and evaluator will discuss and reflect upon the observations. The *Post Conference Conversation Questions* are meant as suggestions for guiding the conversation; they are not a required list, and written responses are not expected.

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

3. Informal Observations

   a) The goal of an informal observation is to obtain a candid, unscripted (and possibly brief) snapshot of the certificated employee's practice.

   b) An informal observation is any observation that does not require a pre-and post-observation conference, though brief feedback will be provided either in writing or orally.

   c) Informal observations may be either scheduled or unscheduled.

G. Student Data Analysis and Reflection

1. District will provide educators with time to analyze and reflect on student data (Appendix) by October 1.

   a) Certificated employee will fill out the *Student Data Analysis and Reflection* Form. (Appendix) Reflection is not turned in to the evaluator. This reflection may be part of the discussion at Goal-Setting, Observation Conferences, and the Final Evaluation Conference.

   b) Data should be referenced in Goal Setting as evidence.

H. Peer Observation Reflections

1. Certificated employees will engage in a minimum of one peer observation by February 1. Depending on the evaluation goals, multiple peer observations may be appropriate. As funding permits, and with the prior approval of an administrator, a substitute to allow the certificated employee to observe a particular colleague may be paid for by the district.

   a) Certificated employee will fill out the *Peer Observation Reflection* Form. (Appendix) Reflection is not turned in to the evaluator. This reflection may be part of the discussion at Observation Conferences and the Final Evaluation Conference.

I. Student Feedback Reflections

1. Certificated employee will administer the *Student Survey* (Appendix) to all classes (for classroom teachers) or a reasonable sample of students (for specialists) between November 1 and February 1.

   a) Certificated employee will read and reflect on completed *Student Surveys*. The completed surveys are not shared directly with the administrator.

   b) Certificated employee will complete the *Student Survey Reflection* Form. (Appendix) Reflection is not turned in to the evaluator. This reflection may be part of the discussion at Observation Conferences and the Final Evaluation Conference.

   c) At the secondary level, educators of semester-long (2nd semester only) courses will administer an additional student survey by the end of the 3rd quarter.

J. Parent/Guardian Feedback Reflections

1. Certificated employee will administer the *Parent/Guardian Survey* (Appendix) to all parents or a reasonable sample of students (for specialists) between November 1st and February 1st.

   a) Educator will read and reflect on *Parent*/Guardian *Surveys*. The completed surveys are not shared directly with the administrator.

   b) Certificated employee will complete the *Parent*/Guardian *Survey Reflection* Form. (Appendix) This reflection is not turned in to the evaluator. This reflection may be part of the discussion at Observation Conferences and the Final Evaluation Conference.

K. Final Evaluation

1. Summary Written Evaluation

   a) A final written evaluation based upon the *California* Standards for the Teaching Profession (using the *PUSD Final Evaluation Form*, Appendix) shall be given to the educator no later than thirty (30) days before their last contracted day of work. The certificated employee shall have the right to initiate a written response to the evaluation, which shall become a permanent attachment to the teacher's personnel file.

2. Summary Conference

   a) A final evaluation conference between the evaluator and the educator shall be held before their last contracted day of work.

3. Evaluation Ratings

   a) At the conclusion of the evaluation process the evaluator shall give a rating of Highly Effective/Innovating, Effective/Proficient, Developing/Professional Support Needed, or Unsatisfactory/Does Not Meet Standard in two Standards agreed upon during the Goal Setting Conference. The evaluator may also give ratings in the remaining Standards, with supporting evidence. In addition, the evaluator will indicate potential direction/ focus for subsequent evaluation (see *Evaluation Form*, Appendix).

      i. Temporary and probationary employees will receive ratings in all CSTP standards.

   b) A certificated employee who receives an Unsatisfactory rating in any standard shall be re-evaluated annually until he/she/they achieves an Effective/Proficient rating and shall enter the Teachers Engaged in Active mentoring (TEAM) support, or is separated from the District pursuant to Education Code.

   c) A certificated employee who receives a Developing rating in any two (2) standards agreed upon in the goal-setting process shall be re-evaluated for the next year and may be entered into the Teachers Engaged in Active Mentoring (TEAM) support program. A certificated employee who receives a Developing rating in any three (3) standards shall

be re-evaluated for the next year and may be entered into the Teachers Engaged in Active Mentoring (TEAM) support program.

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

L. General Agreements

1. Evaluation shall be based on the evaluator's appraisal of a member on Standard 1 or 2 of The Standards for the Teaching Profession, and the Standard agreed upon during the Goal Setting Conference, and, as appropriate, the evaluator's appraisal of a member in the remaining Standards. The evaluator's appraisal of a member includes classroom observation and member reflections (on student and parent surveys, student data, self-assessment, and peer observation) and may also include other information provided by the member or signed, written commendations or complaints that have been shared with the member in a timely manner, prior to receiving the summary written evaluation. Hearsay statements shall be excluded from written evaluations.

2. The evaluation and assessment of certificated employee competence shall not include the use of publisher's norms established by standardized tests.

3. During the evaluation period, if a certificated employee is performing his/her/their duties in an unsatisfactory manner according to the *California* Standards for the Teaching Profession, the evaluator shall notify the educator in writing of such fact (according to the deadlines below) and describe such unsatisfactory performance. The evaluator shall thereafter confer with the educator, making specific recommendations as to areas of improvement in the educator's performance and endeavor to assist the educator in such performance. These recommendations shall include a means of assessing the educator's improvement.

4. A written preliminary evaluation must be submitted by February 1 to any tenured certificated employee in danger of receiving an Unsatisfactory rating. The notification must include a description of the unsatisfactory aspect of the educator’s performance. Evaluators will make every effort to communicate concerns earlier than February 1.

5. As soon as a potential Developing rating becomes apparent to an evaluator, the evaluator will notify the certificated employee in writing, and the certificated employee and evaluator will determine steps for improvement. If an educator is likely to be referred to the Teachers Engaged in Active Mentoring (TEAM) support program, the evaluator shall inform the teacher in writing no later than March 31.

6. When any tenured certificated employee receives an Unsatisfactory rating, he/she shall be evaluated annually until he/she/they achieves an Effective/Proficient rating or is separated from the District pursuant to Education Code.

7. The prime evaluator is the administrator to whom the certificated employee is directly responsible.

8. The following deadlines will be observed:

   a) First Tuesday following Labor Day - Date by which certificated employees to be evaluated will be notified

   b) October 15 - Date by which goal setting conference will be held

   c) February 1 - Latest date by which written warning of potential unsatisfactory rating in any Standard will be given to the certificated employee.

   d) March 31 - Date by which written warning of notification of TEAM referral will be given to educator. Latest date by which written advisory of potential Developing rating in any Standard will be given to educator.

   e) May 15 - Date by which certificated employee will be notified of dismissal.

   f) 30 days before the employee's last contracted work day - Date by which certificated employees being evaluated are given written evaluation.

   g) Prior to employee's last contracted work day - Conference between evaluator and educator to discuss evaluation

9. Other administrators may provide input for specialists and categorical educators not permanently assigned to one school and for Special Education teachers.

   a) Special Education teachers include Resource Specialists, teachers of Designated Instructional Services, and Special Day Class teachers.

   b) Categorically funded educators include those educators funded by special grants or projects.

   c) Specialist Teachers include Reading Resource/ESL teachers, physical education teachers, music teachers, site technology coordinators, interventionists, nurses, counselors, and librarians.

10. Certificated employees who work at multiple sites may choose their evaluator from among the administrators of the schools in which they teach. The chosen evaluator shall confer with the other administrator(s) to receive input on the teacher's performance during the observation period.

11. All certificated employees may choose an evaluation by a mutually agreed upon team composed of administrators and the prime evaluator prior to the goal setting conference.

12. A member will not be evaluated during their first year of permanent status.

M. Personnel File and Records

1. A member's personnel file consists of site and District records relating to employment, assignment, amounts and dates of service rendered, evaluation, performance termination

or dismissal of a member in any position, sick leave records, rate of compensation, salaries or wages paid, deductions or withholdings made and the person or agency to whom such amounts were paid.

2. A member shall have the right to review the contents of all records accumulated in his/her/ their file after initial employment and have a representative of the Association accompany that person in such a review. Selected copies may be obtained at the member's expense by either the member or the designated representative with written permission from the member.

3. Information of a derogatory nature shall not be entered or filed unless and until the member is given notice and has an opportunity to review and comment thereon. A member shall have the right to enter, and have attached to any such derogatory statement, his/her/ their own comments thereon. Such a review shall take place during normal business hours, and the member shall be released from duty for this purpose without salary reduction.

4. If a member believes the material to be placed in his/her/their file is inappropriate or in error, the member may file a grievance.

5. If the member grieves the derogatory document within (30) calendar days of notification as specified by the grievance procedure, the documentation is classified as a non-permanent part of the personnel file for the duration of the grievance. Such grieved material may be corrected or expunged if the grievance results in cause being shown that the material was inappropriate or in error. If the results of the grievance sustain the document, or if it is not grieved within the thirty (30) calendar day time period, the document becomes a permanent part of the personnel file.

N. Procedures for Dealing with Public Charges

1. Any signed, written complaint about a member submitted by a citizen or parent shall be reported in writing to the member by the administrator within three (3) working days. The member shall have the opportunity to review and comment during the normal business hours of their working day (see above M. 3).

2. Should a member or administrator believe that a written or verbal complaint is sufficiently serious to warrant a meeting, the administrator shall schedule a meeting, if possible, with the complainant and the member. An Association representative may be present at said meeting if so requested by the member.

   a) If a meeting is held and the allegations are resolved, the matter shall be dropped and no record shall be placed in the member's personnel file. If the matter is not resolved at the meeting to the satisfaction of the complainant, and the initial complainant was verbal, he/she may put the complaint in writing, with copies to the immediate supervisor. The member shall be given the right to initial and date the written complaint and to prepare a written response to said complaint. If no written complaint is received, and/or no formal action is taken within thirty (30) calendar days, the matter shall be dropped. Any formal action will be documented in writing.

b) If in the judgment of the administrator, the complaint is of sufficient seriousness and significant evidence exists to support the complaint, the written complaint, the member's response and a record of the formal action taken shall be placed in the member's personnel file. If the member challenges the truth of the allegations contained in the complaint, he/she/they may file a grievance on that basis. A finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint and all related documents. The failure by the member to file a grievance shall not be construed as an admission by the member that the allegations in the complaint are true.

c) Anonymous complaints shall not be acted upon unless there is a legal requirement to do so. The procedures enumerated in N.1 and N.2 above shall not be applied to anonymous complaint.

O. Appendix:

1. 4-Point Rubric for Teacher Evaluation
2. Evaluation Process Packet
    a. Timeline
    b. Goal Setting Conference Agreement
3. Reflection Packet
    a. Student Data Analysis Reflection
    b. Peer Observation Reflection
    c. Student Survey Reflection
    d. Parent/Guardian Survey Reflection
4. California Standards for the Teaching Profession -- Continuum of Teaching Practice (CSTP's)
5. Action Research Model Description
6. Model School Library Standards Self-Assessment
7. A 21st-Century Approach to School Librarian Evaluation: School Librarian Evaluation Rubric (pg. 105)
8. Site Technology Coordinator Standards
9. CEC Special Education Professional Practice Standards
10. School Counselor performance Appraisal Based on the American School Counselor Association National Model
11. Guideline Questions for the Pre-Conference Conversation
12. Guideline Questions for the Post-Conference Conversation
13. Final Evaluation Document - Certificated Teacher Evaluation Report
14. Teachers Engaged in Active Mentoring (TEAM) Support Plan

ARTICLE XIX – GRIEVANCE PROCEDURE

Definitions

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

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

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

Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged violations, misinterpretations or misapplications of a provision of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement.

3. The time limits specified at each grievance level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in harm to an aggrieved person, the time limits set forth herein should, if possible, be reduced so that the procedure may be exhausted prior to the end of the school year.

Procedure

A. Level One

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

2. If the matter is not resolved at this level, a formal grievance may be filed within ten (10) working days of the informal presentation of the grievance. The grievant shall forward a

copy of the written grievance to the grievant's Principal and/or immediate supervisor if applicable. The written grievance shall be a clear, concise statement of the grievance. The following information shall be included:

a. A description of the general and specific grounds of the grievance, including the specific Article and Section of this Agreement that is alleged to have been violated, misinterpreted or misapplied.

b. All persons involved in the grievance shall be named, including a statement of times, places and events.

c. A listing of the specific actions which the grievant believes would best remedy the grievance.

3. Ten (10) working days after the receipt of the written grievance, a written response shall be made available to the grievant by the Principal. Two (2) copies of the response shall be sent to a designated APT representative, and one (1) to the Superintendent. By mutual agreement, the grievant and the Principal may have an additional meeting, and by mutual agreement, the time limit for the response from the Principal may be extended.

B. Level Two

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

C. Level Three

1. If the grievant is not satisfied with the disposition of the grievance made by the superintendent, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.

2. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, be assigned to assist the parties in the resolution of the grievance.

3. The mediator, within ten (10) working days of the request shall meet with the grievant, the Association, and the Employer for the purpose of resolving the grievance.

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

D. Level Four

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) working days after he/she has met with the mediator, he/she or his/her designee may, within ten (10) working days after a decision by the mediator, request in writing that the Association submit his/her grievance to binding arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

2. In the event that the Association chooses not to submit the grievance to binding arbitration, the grievant shall be notified in writing with fifteen (15) working days after the receipt of the request.

3. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) *working* days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

4. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall the arbitrator have power to alter, amend, add to or subtract from any of the terms of this Agreement.

5. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

6. This agreement to binding arbitration shall be for the resolution of grievances as defined in this contract only and shall in no way be construed to mean agreement to it in any other proceeding.

E. Miscellaneous

1. A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

3. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.

4. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5. The failure of a grievant to proceed from one step of the grievance procedure to the next within the time limits shall constitute a waiver of any future action concerning the particular grievance.

6. A grievance may be withdrawn at any level.

7. A grievance must be filed within thirty (30) working days after the alleged act or omission giving rise to the grievance or after the grievant should have reasonably known of the act or omission. A failure to file a written grievance within the time line set forth herein shall be deemed a waiver of the grievance.

ARTICLE XX – CLASS SIZE

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

For grades four and five (4-5), the District will make every effort to maintain an average class size of 1:26. For secondary sites, with the exception of P.E., Academy, Affinity Mentors, and music, every effort shall be made to maintain student contacts per teacher not to exceed 140 per 1.0 FTE (prorated).

The District will make every effort to balance class size with the goal of having an evenly distributed number of students enrolled in like-subject courses/levels (e.g., PE, Freshman English, 6th Grade Core) within a site.

Not later than one week prior to the end of the school year, site administration will meet with teacher leaders, chosen by APT, to review a master schedule draft and receive input and recommendations regarding constraints and limitations.

Five (5) days following the opening of school for K-8 and the add/drop period for 9-12 or when necessary thereafter (e.g. semester break, new enrollees), site administrators will meet with site staffs to identify problems that may result from classes of twenty-eight (28) or more; or more than 140 contacts per teacher (prorated), or combination classes; or class balance; or from unsafe conditions, limited equipment, etc., in classes of any size. All attempts will be made to resolve problems at the site level within ten (10) additional days. If issues cannot be resolved, the Association building representative, in cooperation with the site administrator, will refer the case(s) to the Liaison Committee (see Article XXII – Joint Committees). This committee will review each case and report any possible recommendations to the Superintendent.

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

ARTICLE XXI – COMMITTEES

A. Liaison Committee

1. The Superintendent, the Association President and Vice-President, an Association representative from each school, administrative representative(s), and a Board member shall be appointed to the Liaison Committee. The committee shall meet monthly.

2. The first meeting shall be scheduled prior to the last day of October. The agenda items must be submitted one week prior to the scheduled meetings to the Liaison Committee chairperson.

3. The chairperson of the Liaison Committee shall be the Vice-President of the Association. The chairperson's duties shall be to schedule meetings and to ensure that the meetings are run in an orderly manner.

4. Meetings should be scheduled with a start time 15 minutes after the end of the scheduled day for the site with the latest end time, unless all members agree that a later start time is preferred. Any items not discussed completely may be discussed at additionally agreed upon, subsequent meetings. Subcommittees may be appointed to deal with specific topics. The aforementioned committee meetings shall be deemed to fulfill the District's responsibility to consult with the Association under the consultation provisions of SB 160.

5. The purpose of the Liaison Committee is to provide an opportunity for ongoing communication about issues of concern to either party and will take a problem-solving approach to issues being considered. The Committee may discuss contract issues, but any discussion will not be deemed to be bargaining; and no contract changes may be agree to by the Liaison Committee.

B. Co-Curricular Stipend Committee

1. The committee will consist of three (3) teachers and three (3) administrators, one from each level (elementary, middle school, high school). A teacher will chair the committee.

2. The committee will meet annually starting in 2022. The first meetings will be scheduled prior to the last day of October.

3. The committee will act as a fact-finding committee and provide information to the negotiating table regarding placement of existing positions and salaries at the appropriate level on the co-curricular stipend schedule.

4. The committee will compile and maintain a notebook listing existing positions on the schedule and describing job duties and hours.

5. The committee will develop and make available an application form to request an appropriate level of placement on the schedule. The form will require a rationale for placement on the schedule, including job description and hours.

C. Standards and Criteria Review Committee

An APT chairperson will convene a Standards and Criteria Review Committee in September of negotiating years to evaluate and update the information contained in the 2006 Standards Criteria Report. This committee shall consist of one (1) PUSD Board member, two (2) administrators, and three (3) APT members. Once the committee has convened, membership may be augmented by mutual agreement. The joint committee members must sign off on their final report and then present it to the negotiation team who will develop a timeline for distribution.

D. Calendar Committee

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

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

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

1) Includes 185 teacher work days and 180 student instructional days

2) Accommodates academic and program needs to support student learning and growth at all grade levels (K-12)

3) Includes two teacher work days; the first shall be immediately prior to the beginning of the student school year, and the second work day will be the day immediately following the final day of student instruction

4) Has three mandatory professional learning days occurring within the work year

5) Reflects and abides by Federal holidays

6) Whenever possible collaboratively schedules parent/teacher conferences in order to accommodate parents with students at different school sites

7) Includes minimum days for Back to School Night, Elementary Open House, and the last day of student instruction

8) Has two semesters of approximately equal instructional time at the secondary schools.

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

The instructional calendar process shall be:

1) Calendar Committee shall begin meeting no later than the third week of school to develop a minimum of four calendar options for the subsequent two years.

2) Calendar options are presented to the bargaining teams for the district and association no later than the tenth week of school.

3) The bargaining teams for the district and the association will meet together to review and agree upon the calendar options to be presented to the association for a vote. Negotiators will keep in mind what is academically sound for our students, the ADA, number of days in each semester, state and federal holidays, professional learning days required for teacher training, the number of student and teacher days mandated by the state, as well as recommendations from parents, CSEA and administrators.

4) The results of the negotiations will be presented to APT membership for voting no later than the first week in November. A minimum of four options will be presented for voting, one of which mirrors the current calendar.

5) There will be a second vote by APT members on two of the calendars if none receives greater than 50% of the vote.

6) Results of the second APT vote will be given to the negotiators no later than the last school week of November.

7) The negotiators will put forth a calendar recommendation based on the results of the final APT calendar vote. The school board will receive the calendar recommendation from negotiators by their meeting in December.

How to provide input:

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

1) Members of APT and CSEA should submit their suggestions to their site representatives, the calendar committee members at their site, or the association president.

2) Community members should submit their suggestions or proposals to the Parent Association Calendar Committee, the Piedmont Board of Education or the Superintendent of the district.

E. Textbook Adoption Committee and/or Program Evaluation Committee

- At the start of either of these committees, the administrative team will establish goals and a timeline to meet those goals.

- Before making any decisions or recommendations, APT members will solicit and share feedback from their school colleagues, departments, and/or grade-level teams and share the results with the committee.

- At the beginning of the committee, the decision-making process will be communicated by the administrator to all committee members.

- When official committee notes are taken, the committee will use an open and transparent format (e.g. Google Docs).

- When official notes are taken, all members will be able to develop notes only in real time. Official meeting notes will not be edited or changed outside of the meeting time.

- When official meeting notes are taken, committee members will review the notes before the end of each meeting

- Feedback on the process and outcome of the committee will be solicited by the administrator facilitating the committee.

ARTICLE XXII – EDUCATIONAL SUPPORT SERVICES

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

ARTICLE XXIII – ORGANIZATIONAL SECURITY

A. Dues Deduction

1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

2. Any unit members who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. With respect to all sums deducted by the District pursuant to Section 1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

B. Agency Fee

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

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

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

2. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of agency fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

3. With respect to all sums deducted by the District whether for membership dues or agency fee, the District agrees to remit such money promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

C. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

D. Upon appropriate written authorization from the teacher, the District will deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, insurance premiums, or charitable donations.

ARTICLE XXIV – SAVINGS CLAUSE

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

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

ARTICLE XXV – ZIPPER CLAUSE

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

ARTICLE XXVI – DISTRICT RIGHTS

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

General

All previously rejected proposals and proposals not expressly accepted herein are rejected.

All pre-impasse TAs are incorporated into this agreement. All other provisions of the collective bargaining agreement remain unchanged.

APPENDICES

PIEDMONT UNIFIED SCHOOL DISTRICT
SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE 2025-26
185 WORK DAYS *

Board approved 6/17/2026

Increase of **3.00%** over 2025-26 Schedule

STEP	COLUMN A	A.B. + 1-29 COLUMN B	Daily Rate	A.B. + 30 or M.A. COLUMN C	Daily Rate	A.B.+ 45 or A.B. + 30 with M.A. COLUMN D	Daily Rate	A.B.+ 60 or A.B. + 45 with M.A. COLUMN E	Daily Rate	A.B.+ 75 or A.B. + 60 with M.A. COLUMN F	Daily Rate
1	D	77,445	418.62	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21
	E										
2	L	77,445	418.62	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21
	E										
3	T	77,445	418.62	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21
	E										
4	D	77,445	418.62	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21
5	J	77,445	418.62	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21
	U										
6	N	80,986	437.76	84,529	456.92	88,065	476.03	91,613	495.21	95,146	514.30
	E										
7		84,529	456.92	88,065	476.03	91,613	495.21	95,146	514.30	98,685	533.43
	2001										
8		88,065	476.03	91,613	495.21	95,146	514.30	98,685	533.43	102,222	552.55
9		91,613	495.21	95,146	514.30	98,685	533.43	102,222	552.55	105,773	571.74
10				98,685	533.43	102,222	552.55	105,773	**571.74**	109,318	590.91
11						105,773	571.74	109,318	590.91	112,857	610.04
12						109,318	590.91	112,857	610.04	116,391	629.14
14										119,722	647.15
16										123,054	665.16
18										126,387	683.17
20										129,722	701.20
22										133,053	719.20
24										136,390	737.24
25										139,728	755.29

NOTE: Except for stipends as listed in D., all additional pay and days applied pro rata based on a 1.0 FTE.

A. Secondary Counselors' work year shall be teachers' work schedule plus 10 days. Compensation shall be teachers salary schedule times 1.10.

B. Secondary librarians' work schedule shall be teachers' work schedule plus five days. Compensation shall be teachers' salary schedule times 1.05.

C. Psychologists work schedule shall be teachers' work schedule plus 10 days. A separate salary schedule is provided.

D. Stipends for additional M.A.'s $1,500, Doctorate $1,500, National Board for Professional Teaching Standards Certification $1,500, GATE Certification $500, Integrated Learning Specialist Certification $500, Certified Google Teacher Certification $200; Speech Language ASHA Credential $1,500.

E. Professional hourly rate of pay is E10 daily rate divided by 7.5 = **$ 76.23**

* F. Speech Language Pathologists meeting "Side Letter of Understanding - 2008-09" criteria will be compensated an extra hour per day at the professional hourly rate - E10 (185 days x 1 hour per day). All other SLPs' work schedule shall be teachers' work schedule plus 5 days embedded in work year. Salary schedule plus 5 days at the employee's daily rate.

G. Special Education Certificated Staff not included in F shall be teachers' work schedule plus 5 days at the employee's daily rate consisting of:
- Four quarterly 1.75 hour meetings to be held after school. (These will not be scheduled on Wednesdays)
- One additional day of professional learning coordinated by the Director of Special Education to be held before the first day of instructional year.
- Three teacher work days (21 hours) completed by June 30 accompanied by a log of activities submitted to the Site Principal.

H. Site Instructional Technology Coordinators shall work an additional 5 days per year. Salary schedule plus 5 days at the employee's daily rate.

I. Column C adjusted to reflect squaring of salary schedule. Employees on Column C in 2013-14 will be individually placed based on prior year's salary schedule so as not to disadvange their salary moving forward.

PIEDMONT UNIFIED SCHOOL DISTRICT
PSYCHOLOGIST/PROGRAM SPECIALIST SALARY SCHEDULE
2026-27 - 195 days
Board approved 6/17/2026

Increase of 3.00% over FY 2025-26 Salary Schedule

	COLUMN A		COLUMN B		COLUMN C	
STEP	M.A.	Daily Rate	M.A. +15	Daily Rate	M.A. +30	Daily Rate
1	**$ 82,015**	**$ 420.59**	**$ 86,040**	**$ 441.23**	**$ 90,035**	**$ 461.72**
2	**$ 87,291**	**447.64**	**$ 90,035**	**461.72**	**$ 94,045**	**482.28**
3	**$ 90,035**	**461.72**	**$ 94,044**	**482.28**	**$ 98,042**	**502.78**
4	**$ 94,044**	**482.28**	**$ 98,042**	**502.78**	**$ 102,056**	**523.36**
5	**$ 98,042**	**502.78**	**$ 102,056**	**523.36**	**$ 106,053**	**543.86**
6	**$ 102,056**	**523.36**	**$ 106,053**	**543.86**	**$ 110,053**	**564.37**
7	**$ 106,053**	**543.86**	**$ 110,053**	**564.37**	**$ 114,061**	**584.93**
8	**$ 110,053**	**564.37**	**$ 114,061**	**584.93**	**$ 118,074**	**605.51**
9	**$ 114,061**	**584.93**	**$ 118,074**	**605.51**	**$ 122,086**	**626.08**
10	**$ 118,074**	**605.51**	**$ 122,086**	**626.08**	**$ 126,090**	**646.61**

After 10 years, if employee is at MA +30, supermaximums are available:

at Step 12	**$ 133,497**	**$ 684.60**
at Step 14	**$ 137,330**	**704.25**
at Step 16	**$ 141,162**	**723.91**
at Step 18	**$ 144,998**	**743.58**
at Step 20	**$ 148,828**	**763.22**
at Step 22	**$ 152,660**	**782.87**
at Step 23	**$ 156,492**	**802.53**

The work year is the same as teachers plus 10 days. In the fall, psychologists report to work 5 days before teachers and work 5 days after teachers leave in June.

Starting in 2026-27, a $1,500 annual stipend is available for Psychologists who demonstrate proof of obtaining the National Certified School Psychologist (NCSP) credential. Member Psychologists must submit proof of certification to the District Office annually.

APPENDIX A-1
Note: Step Changes

PIEDMONT UNIFIED SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE 2026-27
185 WORK DAYS
Board approved 6/17/2026
Increase of **3.00%** over 2025-26 Schedule

STEP	COLUMN A	A.B. + 1-29 COLUMN B	Daily Rate	A.B. + 30 or M.A. COLUMN C	Daily Rate	A.B.+ 45 or A.B. + 30 with M.A. COLUMN D	Daily Rate	A.B.+ 60 or A.B. + 45 with M.A. COLUMN E	Daily Rate	A.B.+ 75 or A.B. + 60 with M.A. COLUMN F	Daily Rate
1	D	73,723	398.50	77,094	416.72	80,467	434.96	83,833	453.15	87,211	471.41
	E										
2	L	74,461	402.49	77,865	420.89	81,272	439.31	84,671	457.68	88,083	476.12
	E										
3	T	75,205	406.51	78,643	425.10	82,084	443.70	85,518	462.26	88,963	480.88
	E										
4	D	75,957	410.58	79,430	429.35	82,905	448.14	86,373	466.88	89,853	485.69
5	J	76,717	414.69	80,224	433.64	83,734	452.62	87,237	471.55	90,752	490.55
	U										
6	N	77,484	418.83	81,026	437.98	84,572	457.14	88,109	476.27	91,659	495.45
	E										
7		80,467	434.96	83,833	453.15	87,211	471.41	90,574	489.59	93,943	507.80
	2001										
8		83,833	453.15	87,211	471.41	90,574	489.59	93,943	507.80	97,310	526.00
9		87,211	471.41	90,574	489.59	93,943	507.80	97,310	526.00	100,689	544.27
10				93,943	507.80	97,310	526.00	100,689	**544.27**	104,064	562.51
11						100,689	544.27	104,064	562.51	107,433	580.72
12						104,064	562.51	107,433	580.72	110,797	598.91
13										112,459	607.89
14										114,146	617.01
15										115,859	626.26
16										117,596	635.66
17										119,360	645.19
18										121,151	654.87
19										122,968	664.69
20										124,813	674.66
21										126,685	684.78
22										128,585	695.05
23										130,514	705.48
24										132,471	716.06
25										133,796	723.22

NOTE: Except for stipends as listed in D., all additional pay and days applied pro rata based on a 1.0 FTE.

A. Secondary Counselors' work year shall be teachers' work schedule plus 10 days. Compensation shall be teachers salary schedule times 1.10.

B. Secondary librarians' work schedule shall be teachers' work schedule plus five days. Compensation shall be teachers' salary schedule times 1.05.

C. Psychologists work schedule shall be teachers' work schedule plus 10 days. A separate salary schedule is provided.

D. Stipends for additional M.A.'s $1,500, Doctorate $1,500, National Board for Professional Teaching Standards Certification $1,500, GATE Certification $500, Integrated Learning Specialist Certification $500, Certified Google Teacher Certification $200; Speech Language ASHA Credential $1,500.

E. Professional hourly rate of pay is E10 daily rate divided by 7.5 = **$ 72.57**

F. Speech Language Pathologists meeting "Side Letter of Understanding - 2008-09" criteria will be compensated an extra hour per day at professional hourly rate - E10 (185 days x 1 hour per day). All other SLPs' work schedule shall be teachers' work schedule plus 5 days embedded in the work year. A separate salary schedule is provided.

G. Special Education Certificated Staff not included in F shall be teachers' work schedule plus 5 days at the employee's daily rate consisting of:
- Four quarterly 1.75 hour meetings to be held after school. (These will not be scheduled on Wednesdays)
- One additional day of professional learning coordinated by the Director of Special Education to be held before the first day of instructional year.
- Three teacher work days (21 hours) completed by June 30 accompanied by a log of activities submitted to the Site Principal.

H. Site Instructional Technology Coordinators shall work an additional 5 days per year. Salary schedule plus 5 days at the employee's daily rate.

I. Column C adjusted to reflect squaring of salary schedule. Employees on Column C in 2013-14 will be individually placed based on prior year's salary schedule so as not to disadvange their salary moving forward.

PIEDMONT UNIFIED SCHOOL DISTRICT

Instructional Calendar 2026-27

AUGUST 2026

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

6	Pro. Dev.
7	Teacher Work Day
10	**First Day of School**

SEPTEMBER 2026

M	Tu	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		

7	**Labor Day** (No School/ District Closed)

OCTOBER 2026

M	Tu	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

12	No School

NOVEMBER 2026

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

11	**Veterans Day** (No School/ District Closed)
23-27	Thanksgiving Break
26-27	**Thanksgiving Holiday** (District Close)

DECEMBER 2026

M	Tu	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	

18	**Last Day of Semester**
21-4	Winter Break (No School)
24-25	District Closed
31-1	District Closed

JANUARY 2027

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1	District Closed
4	No School
5	Pro. Dev.
6	**First Day of Semester**
18	MLK Day - (No School/ District Closed)

FEBRUARY 2027

M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

15-19	Presidents' Day - (No School)
15-16	District Closed

MARCH 2027

M	Tu	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		

12	Flex Prof. Dev. (No School)
15	No School

APRIL 2027

M	Tu	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

12-16	Spring Break (No School)

MAY 2027

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

28	No School
31	Memorial Day - (No School/ District Closed)

JUNE 2027

M	Tu	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		

4	**Last Day of School**
7	Teacher Work Day
18	Juneteenth - (No School/ District Closed)

Appendix C
Co-Curricular
Schedule 2026-27

The Agreement states the following:

1. Co-Curricular positions are defined as those that require extensive time outside the classroom, exist beyond the scope of daily responsibilities and often involve student contact and are attached to a course curriculum
2. Co-Curricular positions must be filled by employees included in Article II.
3. The Co-Curricular Schedule has two pay rate columns. The Column A rate is 34 hours at the E10 rate per annum, and the Column B rate is 48 hours at the E10 rate per annum. The list of the positions included on the Co-Curricular schedule is shown below.
4. Extra-Curricular positions have been removed from the Co-Curricular Schedule.
5. Extra-Curricular positions can be held by outside contractors, but positions will be advertised in-house first.
6. The Co-Curricular Schedule is under Article XVI (the Salary section) of the Contract, and can be opened and negotiated annually regardless of whether the rest of the article is opened. This means that positions can be added, removed, or shifted from one column to the other each year, ensuring that we do not permanently overlook any eligible positions.

Co-Curricular Stipend A: 34 hours at the E10 rate	**Co-Curricular Stipend B: 48 hours at the E10 rate**
ASB Advisor	PHS ASB Accountant
DEIB Council	PMS ASB Accountant
Department Chairs (PHS/PMS) (9 positions)	TIP Liaison
Elementary Grade Leader TK-1, 2-3, 4-5, support specialists, SPED Each school represented by 1 teacher (minimum of 3…up to 6 as needed)	Department Chairs (in district curricular review years)
Elementary SST Coordinator	Combination Class at the Elementary Level
Highlander Advisor	TIP Mentor
Peer Advisor Coordinator	
PHS Art Show Director (x2)	
PHS or PMS Yearbook Advisor	
PHS Band Director	

PHS Dance Director	
PHS Drama Director	
PHS Orchestra Director	
PHS Pep Band Director	
PHS Vocal Director	
PMS Band Director	
PMS Diversity Day Coordinator	
PMS Orchestra Director	
PMS Vocal Director (When class is offered at PMS)	
Safe School Ambassador Coordinator	
TEAM Coach	
Piedmont Climate Fellowship Student Program Advisor	

Piedmont Middle School Bell Schedule

Academy Mid-Morning W/F

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 8:40-9:25	–	–	–	–
2 9:32-10:17	1 8:40 - 10:00	2 8:40 - 10:00	1 8:40 - 10:00	2 8:40 - 10:00
BRUNCH 10:17-10:27	BRUNCH 10:00 - 10:10	BRUNCH 10:00 - 10:10	BRUNCH 10:00 - 10:10	BRUNCH 10:00 - 10:10
3* 10:34-11:21	3* 10:17 - 11:39	ACADEMY** 10:17 - 11:12	3* 10:17 - 11:39	ACADEMY** 10:17 - 11:12
*Additional 2 minutes for announcements / ** Additional 5 minutes for broadcast				
4 11:28-12:13	5 11:46 - 1:06	4 11:19 - 12:39	5 11:46 - 1:06	4 11:19 - 12:39
5 12:20-1:05	LUNCH 1:06-1:41	LUNCH 12:39-1:14	LUNCH 1:06-1:41	LUNCH 12:39-1:14
LUNCH 1:05-1:40	7 1:48-3:08	6 1:21-2:41	7 1:48-3:08	6 1:21-2:41
6 1:47-2:32		MEETINGS	–	
7 2:39-3:24			–	–

PHS/MHS BELL SCHEDULE

ACADEMY W/F MID-MORNING

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 8:30-9:15	–	–	–	–
2 9:25-10:10	1 8:30 - 10:00	2 8:30 - 10:00	1 8:30 - 10:00	2 8:30 - 10:00
BRUNCH 10:10-10:15	BRUNCH 10:00 - 10:05	BRUNCH 10:00 - 10:05	BRUNCH 10:00 - 10:05	BRUNCH 10:00 - 10:05
3 10:25-11:10	3 10:15 - 11:45	ACADEMY 10:15 - 11:00	3 10:15 - 11:45	ACADEMY 10:15 - 11:00
4* 11:20-12:10	5 11:55 - 1:25	4 11:10 - 12:40	5 11:55 - 1:25	4 11:10 - 12:40
5 12:20-1:05	LUNCH 1:25-1:55	LUNCH 12:40-1:10	LUNCH 1:25-1:55	LUNCH 12:40-1:10
LUNCH 1:05-1:35	7 2:05-3:35	6 1:20-2:50	7 2:05-3:35	6 1:20-2:50
6 1:45-2:30	–	STAFF MTG 3:00-4:00	–	–
7 2:40-3:25	–	–	–	–

APPENDIX E

EID #_____

PIEDMONT UNIFIED SCHOOL DISTRICT

PERSONNEL TRANSACTION

NAME: _____ **POSITION #** _____ ☐ Certificated ☐ Classified

1. ACTION *(check)*

☐ New Hire ☐ Layoff ☐ Promotion ☐ Retirement
☐ Replacement/EID #_____ ☐ Returning ☐ Resignation ☐ Leave of Absence _____
☐ Salary Change ☐ Termination ☐ Budget Code ☐ Other _____

2. STATUS:

☐ Probationary ☐ Permanent ☐ Temporary
☐ Substitute ☐ Other _____

3. FORMER PLACEMENT: % Full Time _____ Title/Position _____

Site _____ Column _____ Step _____

4. NEW PLACEMENT: % Full Time _____ Title/Position _____

Site _____ *Column* _____ *Step* _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SALARY $ _____

5. START DATE: _____ **END DATE:** _____

6. FUNDING SOURCE/BUDGET CODE:

_____

_____

_____

_____

7. COMMENTS: _____

_____

APPROVED: _____ _____
SIGNATURE OF ADMINISTRATOR DATE

APPROVED: _____ _____
SIGNATURE OF SUPERINTENDENT DATE

APPROVED: _____ _____
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE

DATE BOARD APPROVED: _____

WHITE – Personnel File • YELLOW – Payroll • PINK – Business Services • GOLDENROD – Site

(REV. 12/2018)

APPENDIX F

GRIEVANCE FORMS

PIEDMONT UNIFIED SCHOOL DISTRICT
Piedmont, California 94611

Certificated Grievance Form - Level I

SUBMISSION OF GRIEVANCE

All portions of this section must be completed by grievant.

Employee name _____ Work Location _____

Specific contract provision alleged to have been violated (cite source)_____

_____

_____

Date and time of alleged grievance_____

Date of informal conference_____

Statement of grievance (including description of how contract section was allegedly violated):

_____

_____

_____

Proposed satisfactory resolution_____

_____

Date_____ Signature_____

Upon completion of this section, grievant shall present original, canary, pink, and green copies to personnel administrator. Goldenrod copy should be retained by grievant.

Principal's response_____

_____

_____

_____

Date _____ Signature_____

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, California 94611

Certificated Grievance Form - Level II

APPEAL TO SUPERINTENDENT/DESIGNEE

All portions of this section must be completed by the grievant. Green copy of completed grievance form Level I must be attached.

Reason for appeal _____

_____

_____

_____

_____

_____

Date _____ Signature _____

Upon completion of this section, grievant shall present original, green, canary, and pink copies to the Superintendent/Designee. Goldenrod copy should be retained by grievant.

Superintendent's response _____

_____

_____

_____

_____

_____

_____

Date _____ Signature _____

Upon completion of this section, the Personnel Administrator shall retain original, forward green copy to grievant, canary copy to immediate supervisor, and pink copy to exclusive representative.

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, California 94611

Certificated Grievance Form - Level III

APPEAL TO GOVERNING BOARD

This section must be completed by the grievant. The green copy of completed Level I and Level II grievance forms must be attached.

Reason for appeal _____

_____

_____

_____

_____

_____

_____

Date _____ Signature _____

Upon completion of this section, grievant shall present original, green, canary, and pink copies to the Secretary of the Board of Education. Goldenrod copy should be retained by grievant.

Governing Board's response _____

_____

_____

_____

_____

_____

_____

Date _____ Signature _____

Upon completion of this section, the Secretary of the Board of Education shall retain original, forward both green copies of completed Level I and Level II grievance forms to grievant, canary copy to grievant's immediate supervisor, and pink copy to exclusive representative.

APPENDIX: Evaluation

Four Point Rubric for Teacher Evaluation

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

Teacher:	Evaluator:	Year:

Components, Timeline, Purpose:

Component	Document	Timeline	Date Com-pleted	Purpose
Notification of evaluation process		By Sept. 15		
Administration will provide teachers with time to analyze and reflect on student data	*Student Data Analysis and Reflection* (in this packet)	By Oct. 1		Teacher and Administrator reflect upon student learning using data and elements of Standard 5, Assessing Students for Learning. (ie Classroom Profile, Standardized Test Results, Grades, Common Assessments, etc.)
- Teacher completes self-assessment - Teacher/ Administrator reflect upon student assessment data - Teacher/ Administrator set goals for the year -Teacher/ Administrator identify Classroom Visitation or Action Research Model	*P/CSTP Self-Assessment, Student Data Analysis and Reflection, Goal Setting Conference Agreement,* Classroom Visitation and Action Research Descriptions	By Oct. 15		- Teacher reflects upon her/his teaching through a self-assessment based on the Piedmont/California Standards for the Teaching Profession (P/CSTP). - Teacher and Administrator identify goals for the year based on student needs (student learning goal), instructional needs (instructional and assessment goals), and teacher self-assessment. - Teacher and the Administrator identify which type of evaluation process would be most meaningful for her/his current practice.
- Teacher/ Administrator meet for pre-observation conference(s) - Administrator observes - Teacher/ Administrator meet for post-observation conference(s)	Pre-Observation Conference Questions	October-April		A set of questions to guide the conversation during the pre-observation and post-observation conference. The questions are meant to support the reflection/thinking process for both teacher and administrator. Any concerns and follow-up will be shared at this time.
- Teacher administers student survey/Reflects upon student responses - Teacher administers parent survey/Reflects upon parent survey responses	*Student Survey Reflection, Parent/Guardian Reflection* (in this packet)	Nov 1-Feb 1		- Teacher reflects on student responses in terms of how to move her/his practice forward. - Teacher reflects on parent responses in terms of how to use move her/his practice forward and to enhance communication with parents.
Teacher observes peer(s)	*Peer Observation Reflection*	By Feb. 1		Teacher observes another teacher(s) and reflects on the observation in terms of how

Teacher:	Evaluator:	Year:

				the observation moves her/his practice forward.
Notification of possible *Unsatisfactory* rating		By Feb 1		
Teacher/ Administrator reflect upon student assessment data	*Student Data Analysis and Reflection*, part 2 (in this packet)	March 1		Teacher and Administrator reflect upon student learning using data and elements of Standard 5, Assessing Students for Learning. (ie Standardized Test Results, CAASPP and teacher generated formative assessments, observational data, grades, DoK question data, engagement data, Common Assessments, etc.)
- Notification of Teachers Engaged in Active Mentoring (TEAM) support program referral - Notification of possible *Developing* rating		March 31		
Administrator completes and gives final evaluation form to the teacher	Certificated Teacher Evaluation Report (on website)	30 days prior to last day of school		Administrator summarizes the evaluation process and teacher growth.
Teacher/Administrator complete final conference		Prior to last day of school		Teacher and administrator reflect upon the evaluation process and teacher growth.

Teacher:	Evaluator:	Year:

Goal Setting Conference Agreement:

In addition to P/CSTP 5, indicate two additional California Standards for the Teaching Profession on which you will focus (highlight/underline etc):

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter
4. Planning Instruction & Designing Learning Experiences for All Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

> *"Teaching is a means to an end. Having a clear goal helps us educators to focus our planning and guide purposeful action toward the intended results."*
> Wiggins and McTighe, *Understanding by Design*

Fill in the following chart. You may find some of the questions on the left helpful in guiding your thinking.

Goal for Student Learning: ● *SMART goals- specific, measurable, attainable, results oriented, time-bound* ● *By _____(time period - semester, year, unit), x% of students will demonstrate/ achieve/ show/ attain _____ (a specific and attainable skill or task), as measured by _____ (assessment measurement - score on rubric, test, grade level proficiency).*	*What do I want my students to know and/or be able to do?*
Guiding questions about evidence of goal attainment: ● *What would success regarding this goal look like?* ● *How well do they perform currently?* ● *How will you know if they can know/can reach the goal?* ● *How will you know if they are "getting it" as a step towards mastery?*	*What would success regarding this goal look like?* *What milestones or benchmarks might indicate progress toward it?* *What evidence and assessments will you use?*

Teacher:	Evaluator:	Year:

● *Match your evidence to the learning goal. Consider essay tests, term papers, short-answer quizzes, homework assignments, lab projects, problems to solve, performance tasks, surveys, on-task effort, observation, etc.*	
Guiding questions about your teaching practices and student learning experiences: ● *Taking into account your P/CSTP reflection, which sub-standards will be the focus of your teaching practice?* ● *What strategies in the district Best Practices document may help you accomplish your goal?* ● *What will I do to improve student performance to reach or exceed the goal?* ● *What difficulties might students have and how might I address them?* ● *What are the best strategies, activities, methods, organization, exercises, problems or questions for developing my students' ability to meet my learning goals?* ● *How can students practice using new knowledge to gain the skills I want them to learn?* ● *How are these learning activities connected to students' understanding?*	*What actions will I take to support students in achieving this goal?*

____ Classroom Visitation Model OR ____ Action Research Model

Teacher:	Evaluator:	Year:

Student Data Analysis and Reflection:

Use this section in two parts.

Part 1) To examine student data as a foundation for collaborative discussions with department and grade level. Share this reflection with your evaluator during your Goal Setting Conference at the beginning of the year. If you have access to student data in a central data platform use it, but there is a multitude of other data-sets you can use. You may also have articulation cards, report cards, cum folders, IEPs, Infinite Campus.

Part 2) Throughout the year, use this form to reflect on collected data and your student learning goals. Consider using online assessments, CAASPP Formative assessments (new!), formative assessments (exit tickets), common assessments and benchmarks; other measures such as attendance, behavioral data, homework, participation rates, engagement and/or survey data. Part 2 will be useful ***throughout*** *the evaluation process to support conversations with the evaluator. See the Evaluation Process Guidebook for more directions.*

PART 1

What is your classroom profile? *Describe b/g ratio, ELL, SpecEd, GATE, resource needs, etc.*

What sort of data do you have? *see examples above*

As an individual teacher:

- At first glance.....Surprises? Explain.
- General observations?

As a department/grade level:

- Where did the overall group score highest and lowest in terms of concepts/skills?
- Were there particular subgroups of students who stood out? (ELL, GATE, SpecEd)
- What will be your team's plan of action based on these results? (ex. Change phrasing of questions/directions, revise lessons, etc.)

Teacher:	Evaluator:	Year:

PART 2

Assessment Type/Name: Date:

Student Population:

As an individual teacher or department:

- How do the results correlate to classroom performance?
- Were there specific questions/tasks that proved to be difficult for many students?
- How has your teaching practice influenced student learning?
- How does this assessment relate to your larger student learning goal?
- How does this information help me improve student learning? Was the assessment an accurate and appropriate measure (bias, poor questions, effectiveness of test preparation)?

Teacher:	Evaluator:	Year:

Peer Observation Reflection:

Date of Visit: Time Arrived: Time Departed:

Type of Class: Content Covered:

Directions: A peer observation gives you the opportunity to reflect on teaching and learning from a different classroom perspective. You may be observing for something specific or more general. These questions will help you to reflect on the lesson you observed. You may want to respond with short answers or bulleted lists.

1. What was the purpose of the visit? What were you hoping to learn/see?

2. Briefly describe the format (i.e. group work, lecture, hands-on activity, etc.) and content of the lesson?

3. What did you notice students doing? How were they engaged in the lesson?

4. What teaching techniques did you observe that would help improve your practice? How might you incorporate these into your practice?

5. The teacher you visited will be curious about what you observed. Think about how you will like to share your observations with that teacher.

Teacher:	Evaluator:	Year:

Student Survey Reflection:

Directions: Please review your survey results and reflect below.

1. How many responses did you receive?

2. What surprised or concerned me about my students' responses?

3. What factors might have influenced the results?

4. What did I learn about my teaching or about my classes from reading these responses?

5. What changes will I make after reading my students' responses?

Teacher:	Evaluator:	Year:

Parent/Guardian Survey Reflection:

Directions: Please review your survey results and reflect below.

1. How many responses did you receive?
2. What surprised or concerned me about the responses?
3. What factors might have influenced the results?
4. What did I learn about my teaching or about my classes from reading these responses?
5. What changes will I make after reading the responses?

Teacher:	Evaluator:	Year:

Teacher Evaluation Overall Reflection *(Optional)*

Given your student data, peer observations, student survey(s), parent survey(s) and the evaluator's conversations/notes, what are your reflections for the year?

What are your next steps?

What assistance and or resources have you identified that you need?

You have the option to include this Teacher Evaluation Reflection form in your personnel file, or keep it in your own portfolio. You have the option to add personal notes to your final *Certificated Teacher Evaluation Report*.

PIEDMONT UNIFIED SCHOOL DISTRICT
ADMINISTRATION BUILDING
760 Magnolia Avenue • Piedmont, California 94611-4088 • (510) 594-2600

California/Piedmont Standards for the Teaching Profession Self-Assessment

Continuum of Teaching Practice

Standard 1 C/PSTP: Engaging and Supporting All Students in Learning

You may want to circle or highlight to indicate your current level of practice. Space is given for you to list specific evidence if you wish. This is not intended as a document to share with your evaluator unless you find it a useful tool during your conversations.

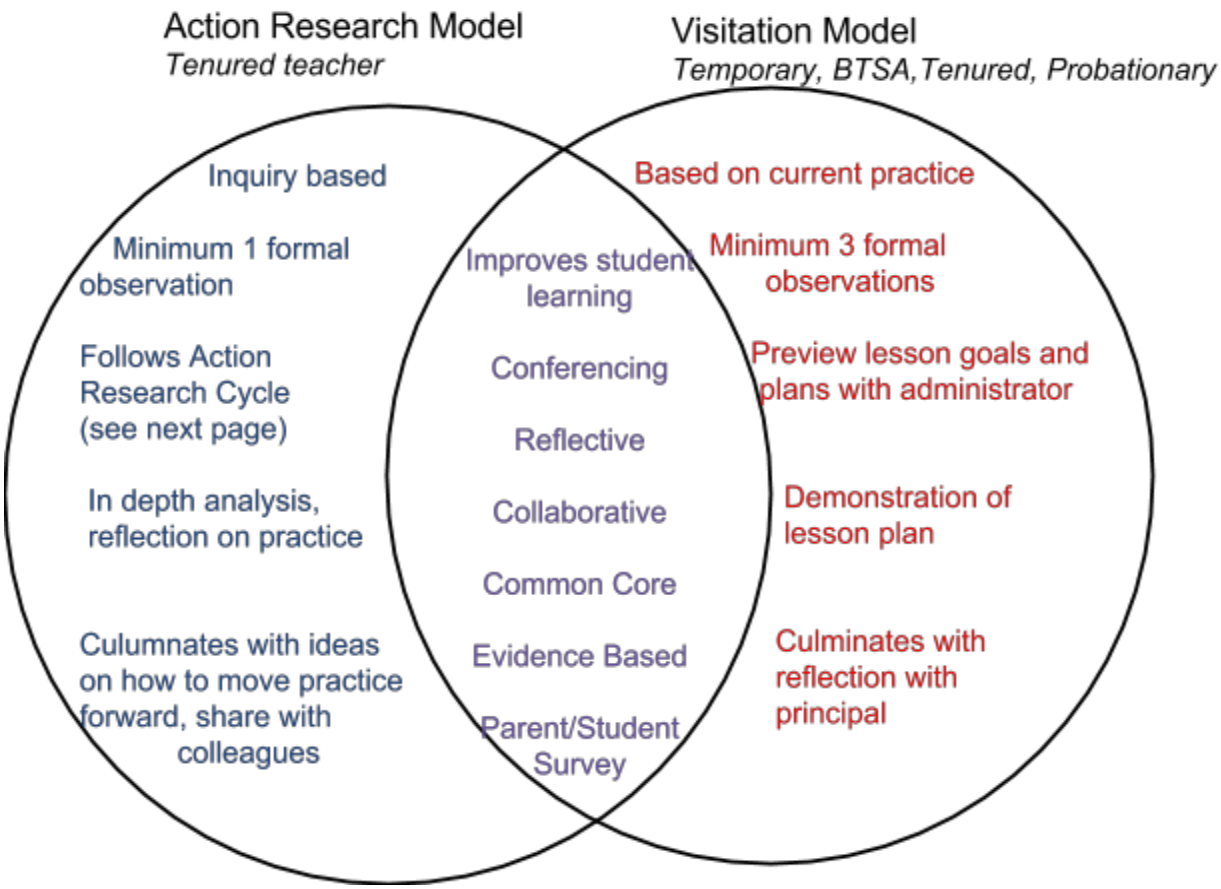
Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
1.1 Using knowledge of students to engage them in learning. ***Evidence:***	Gathers insufficient knowledge of individual students. Many students are not engaged in learning.	Learns about students through data provided by the school and/or through district assessments, but does so inconsistently and/or does not apply the knowledge effectively to instruction. Some students are engaged in learning, but others do not respond to instructional strategies focused on the class as a whole.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs. Students engage in learning through the use of adjustments in instruction to meet their needs.	Uses comprehensive knowledge of students to make ongoing accommodations in instruction. Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum. As appropriate, students take ownership of their learning by choosing from a wide range of methods that further their learning and that are responsive to their diverse learning needs.

Action Research Model

Action research is a practice that undertakes reflective inquiry to improve a teacher's practice and improve student learning. Action Research is an opportunity to extend individual professional development by allowing a teacher to choose a topic of personal interest, observe colleagues and identify new strategies. Utilizing a reflective process, a teacher implements changes and reflects on how the changes affect student learning. Action Research improves one's understanding of the learning environment and how it drives student learning. It is a process of inquiry and reflection.

Classroom Visitation Model

Classroom visitation provides the opportunity for an administrator/evaluator to observe a teacher's practice in order to assist faculty in how to examine, refine and enhance the achievement of students. This process is accomplished through multiple visits during a series of connected lessons and may include recommendations for ongoing professional growth.



Action Research in Action

image courtesy of http://creativeeducator.tech4learning.com/Uploads/images/v07/stories/arc.gif

Embrace Action Research: Improve classroom practice and tell the story
By Melinda Kolk
http://creativeeducator.tech4learning.com/v07/articles/Embracing_Action_Research#ixzz32DAWB4Zx

The steps in Action Research may include:

- Identify the problem/interest ; What questions do you have?
- Develop a plan of action ; What do you intend to do?
- Collect data-research (data can be qualitative or quantitative)
- Observe/interview 'expert' , reflective journal , design/teach lessons
- Analyze data; make conclusions from your data, evaluate student learning, continue to collect data to confirm conclusions or reevaluate
- Report data; share with colleagues, parents, students

Piedmont Unified School District

Model School Library Standards

Self-Assessment

Standard 1: Collaborative Program Planning and Teaching

Element	Not Meeting Standard	Developing	Effective	Innovating
a. Promotion of collaborative program planning and teaching	No consultation occurs between classroom teacher and teacher librarian.	The teacher librarian and the classroom teacher discuss unit planning. General research projects are conceptualized.	The teacher librarian and the classroom teacher collaboratively plan and teach units. Students are encouraged to use a variety of information sources. Research projects are individualized.	The teacher librarian and the classroom teacher collaboratively plan, teach, and evaluate units. Research projects are inquiry or problem-based. Students present their findings using a variety of formats, such as multimedia or oral presentation.
b. Integration of information literacy with classroom program	Classroom projects do not reflect the use of research skills.	Library materials supplement classroom content. The teacher librarian teaches students locating skills.	The library is an extension of classroom activity. The teacher librarian teaches information literacy skills, extending beyond location skills toward critical thinking and evaluation.	Through collaborative planning and team teaching, information literacy skills are integrated into students' daily work, especially in the areas of inquiry and problem-based learning.
c. Expertise in multiple learning strategies to effectively support implementation of curricula	Strategies are not varied in the delivery of curricula.	Teacher librarian has a basic understanding of learning styles and considers different strategies in unit planning.	Teacher librarian is knowledgeable about multiple learning strategies. Lessons contain two or more strategies to address varying needs.	Teacher librarian is well versed in learning strategies, such as differentiation, multiple intelligences, and other brain-based theories. Individualized strategies are inherent in all facets of teaching and learning.

Element	Not Meeting	Developing	Effective	Innovating
d. Designing inquiry and problem-based learning problem-based opportunities learning	Inquiry and problem-based learning opportunities are not discussed or planned	Open-ended questions are presented for students to research. The teacher, with assistance from the teacher librarian, chooses student resources for the study.	With classroom teacher and teacher librarian guidance, students develop their own questions to research. Graphic organizers are used to classify and organize information. Students choose materials and Internet resources for their unique project needs.	Students independently develop their own questions to research. Research extends beyond the school to access primary source information, such as interviewing experts. Reflections and authentic assessment are built into the project.
e. Adapting the curriculum and programs for students with special needs.	Curriculum is delivered without consideration for individual needs	Some instruction is adapted for individual students.	The teacher librarian assists teachers and students to recognize their strengths and uses varied strategies and resources to meet their needs. Units are designed with the needs of individuals in mind	Students follow individualized approaches to projects, so as to maximize success in learning/ teaching. Varied teaching approaches are present in every lesson.

Standard 2: Educational Leadership

Element	Not Meeting Standard	Developing	Effective	Innovating
a. Establishing rapport with students, staff and community.	Teacher librarian is aloof and reserved with staff, students and community.	Teacher librarian is enthusiastic; s/he encourages student use of the school library and its resources. Reports on the program are given to the principal. Some collaborative/ cooperative activities take place with teachers and classrooms.	Teacher librarian provides a warm, inviting atmosphere. School staff is informed of school library news at staff meetings and through newsletters. Teachers collaborate regularly with the teacher librarian.	Teacher librarian communicates regularly with the community through newsletters, web pages, and at parents' club meetings. Promotional activities encourage students, staff and parent community to use the school library. Teachers collaborate regularly with the teacher librarian.

Element	Not Meeting Standard	Developing	Effective	Innovating
b. Keeping current with recent developments in curriculum, instructional strategies, and information technologies	Teacher librarian does not participate in professional development sessions.	Teacher librarian attends professional development sessions to obtain updated knowledge, and then reports findings to colleagues.	Teacher librarian applies knowledge acquired at staff development sessions to improve school and library practices.	Teacher librarian conducts action research to set goals, attends specific workshops to acquire specialized knowledge, and assists others in implementing new initiatives in curriculum, instructional strategies, and information technologies.
c. Integration of resources and technologies with specific curricular areas.	Does not integrate multiple resources to deliver the curriculum.	Classroom teacher consults with teacher librarian on the choice and use of resources in unit planning	Teacher librarian and classroom teacher collaboratively select resources and technology to enhance the delivery of curriculum objectives.	Teacher librarian and classroom teacher design authentic learning opportunities. Students use resources and technologies to acquire information, analyze knowledge, and present findings.
d. Leadership opportunities within the school and district	Teacher librarian does not seek leadership opportunities.	Teacher librarian is involved in committees at the school and community levels.	Teacher librarian is involved in committees at the district level.	Teacher librarian is on policy committees at the district level.
e. Professional/ personal growth opportunities (lifelong learning)	Teacher librarian does not engage in growth opportunities.	Teacher librarian attends training on resources and materials purchased for the library program.	Teacher librarian attends local, state, or national conferences, and keeps abreast of the latest information literacy and collection information by reading professional journals.	Teacher librarian is involved in publishing or is a presenter at local, state, or national conferences and workshops.

Element	Not Meeting Standard	Developing	Effective	Innovating
f. Development, implementation, and evaluation of school-wide curricula	Teacher librarian is not involved in the development, implementation, or evaluation of school-wide curricula.	Teacher librarian is aware of school-wide initiatives and contributes to implementation.	Teacher librarian is part of the planning process of school initiatives. Acquires materials to promote and support school-wide needs.	Teacher librarian is an integral member of the school professional development team, contributing to the development of school-based initiatives.
g. Expertise in the effective use of resources	Teacher librarian is unaware of the potential use of print or electronic resources.	Teacher librarian and class-room teacher develop units around particular resources.	Teacher librarian and class-room teacher collaboratively design activities that incorporate differentiated resources	Teacher librarian is versed in the principles of differentia-tion, collaborating with the classroom teacher to design units incorporating all appropriate resources in order to maximize learning for all students.

Standard 3: Library Management

Element	Not Meeting Standard	Developing	Effective	Innovating
a. Personnel management	Clerical duties; such as shelving, repairs and processing, are completed exclusively by the teacher librarian.	Teacher librarian works with assistant and volunteers to complete clerical library duties.	Teacher librarian collaborates with assistant, volunteers and student helpers to support the learning/teaching functions of the school library.	Teacher librarian draws upon the unique talents of the assistant, volunteers and student helpers to enhance the learning/ teaching function of the school library.
b. Organizes physical space	Teacher librarian demonstrates poor use of the physical space.	Teacher librarian organizes physical library into logical spaces; such as study tables, non-fiction, reference, etc. Library collection is clearly labeled.	Teacher librarian organizes the physical space to provide for optimal flow. Displays encourage reading.	Teacher librarian creates a student-centered space that enhances interest in reading and encourages teaching/ learning.

Element	Not Meeting Standard	Developing	Effective	Innovating
c. Provides intellectual access to information	No assistance is provided to locate relevant and current material.	Teacher librarian assists students and staff with basic reference questions and location of materials.	Teacher librarian helps students and staff with research questions using specialized tools such as databases and Internet search engines. Reference interviews are conducted to assist patrons' searches, or for readers' advisory.	Teacher librarian integrates information literacy curriculum into the learning process. Subject bibliographies and lists of Web resources are created for staff and students. Teacher librarian regularly provides readers' advisory to students, teachers, and families.
d. Selection procedures and policies	Teacher librarian is unaware of professional selection procedures.	Teacher librarian is aware of district selection policies, and applies the criteria when selecting resources.	Resources are chosen to meet curricular and recreational needs. Specialized aids, such as journals or online reviews are integral in the selection process.	Teacher librarian collaborates to revise district development policy that clearly outlines goals for collection development, based on the school's educational needs.
e. Collection development	Collection is dated, disorganized, or in disarray.	Collection is up-to-date and weeded.	Collection is balanced and meets curricular and recreational needs.	Selection is based on the best format and best materials available to develop the collection to meet the needs of all students.
f. Budgeting considerations	School library budget is not established. Teacher librarian's records are very simple or non-existent.	School library budgets are established and managed by the Teacher librarian. Teacher librarian keeps simple records of expenditures. All purchases do not correlate to assessed-need.	Teacher librarian keeps accurate and timely records of all budget expenditures. Teacher librarian responds to teacher requests. Purchases are based on assessed-need.	Teacher librarian anticipated collection needs based on curriculum. Teacher librarian is actively involved in grant writing to enhance library resources.

Standard 4: Technology Integration

Element	Not Meeting Standard	Developing	Effective	Innovating
a. Evaluation of digital resources.	No selection aides are employed for acquisition of electronic resources	Teacher librarian consults limited sources for information regarding acquisition of electronic resources.	Teacher librarian consults a variety of online and print review journals and tools.	Teacher librarian contributes to reviews of digital resources.
b. Ethical use of the Internet and databases	Teacher librarian is unaware of the ethical implications surrounding the Internet.	Teacher librarian communicates relevant policy regarding acceptable Internet usage to students and staff.	Teacher librarian teaches students about ethical issues such as plagiarism and copyright. Teacher librarian assists teachers in designing activities that generate original student outcomes.	Teacher librarian discusses strategies to combat plagiarism and other ethical issues, and promotes access to information sources, while providing students, teachers and parents with skills to critically evaluate information.
c. Authoring tools, such as word processing, presentation and multimedia applications.	Teacher librarian is unaware of the use of computer-based authoring tools.	Teacher librarian is versed in the use of word processing tools.	Teacher librarian is versed in the use of presentation tools.	Teacher librarian is versed in various multimedia and web 2.0 tools.
d. Effective use of information and communication technologies	Teacher librarian is unaware of the potential uses of information and communication technologies.	Teacher librarian and classroom teacher develop units integrating web content.	Teacher librarian and classroom teacher collaboratively design activities leading to multimedia presentations of student findings.	Teacher librarian is a leader in educational technology applications. Teacher librarian and classroom teacher design authentic learning opportunities. Students present findings in varied multimedia and web 2.0 formats.

Element	Not Meeting Standard	Developing	Effective	Innovating
e. Use of the online catalog (OPAC)	Teacher librarian does not instruct the use of the school's OPAC.	Teacher librarian is familiar with the basics of the OPAC, and can assist students and staff in basic searches.	Teacher librarian is well versed in the functions of the OPAC, and instructs students and staff with advanced features such as Boolean searches.	Teacher librarian augments OPAC content and design to deliver better access to students, or communicates improved OPAC design to the school's Tech Coordinator.
f. Participating in planning of future information networks	Teacher librarian is not involved in the process of acquiring technology.	Teacher librarian submits input for the school's technology plans.	Teacher librarian is a member of the school's technology committee and contributes to the school's technology plan.	Teacher librarian conducts research on future student, staff, and community technological needs. These findings are presented to the administration and community to gain support.

Site Technology Coordinators Standards (certificated)

1. Visionary Leadership

Site Technology Coordinators inspire and participate in the development and implementation of a shared vision for the comprehensive integration of technology to promote excellence.

Site Technology Coordinators:

a. Contribute to the development, communication, and implementation of a shared vision for the comprehensive use of technology to support a digital-age education for all students

b. Contribute to the planning, development, communication, implementation, and evaluation of technology-infused strategic plans at the district and school levels

c. Advocate for policies, procedures, programs, and funding strategies to support implementation of the shared vision represented in the school and district technology plans and guidelines

d. Implement strategies for initiating and sustaining technology innovations and manage the change process in schools and classrooms

e. Prepare and deliver presentations for parents, administrators, school boards, and the public

f. Oversee the designing and publishing of website/ on-line documents that present information and include links to critical resources

g. Plan and manage program and facilities including, budgeting, accounting, inventory and license management and recording, program reporting, grant writing, and staff development

2. Teaching, Learning, & Assessments

Site Technology Coordinators assist teachers in using technology effectively for assessing student learning, differentiating instruction, and providing rigorous, relevant, and engaging learning experiences for all students.

Site Technology Coordinators coach teachers in and model design:

a. implementation of technology-enhanced learning experiences addressing content standards and student technology standards

b. in use of a variety of research-based, learner-centered instructional strategies and best practices to address the diverse needs and interests of all students

c. in local and global interdisciplinary units in which technology helps students assume professional roles, research real-world problems, collaborate with others, and produce products that are meaningful and useful to a wide audience

d. that emphasizes creativity, higher-order thinking skills and processes, and mental habits of mind (e.g., critical thinking, meta-cognition, and self-regulation)

e. in use of differentiation, including adjusting content, process, product, and learning environment based upon student readiness levels, learning styles, interests, and personal goals

f. to continuously assess student learning and technology literacy by applying a rich variety of formative and summative assessments aligned with content and student technology standards

g. effective use of technology tools and resources to systematically collect and analyze student achievement data, interpret results, and communicate findings to improve instructional practice and maximize student learning

3. Digital-Age Learning Environments

Site Technology Coordinators create and support effective digital-age learning environments to maximize the learning of all students.

Site Technology Coordinators:

a. Model effective classroom management and collaborative learning strategies

b. Maintain, inventory and manage a variety of digital tools and resources
c. Troubleshoot basic software, hardware, and connectivity problems common in digital learning environments
d. Collaborate with teachers and administrators to select and evaluate digital tools and resources that enhance teaching and learning and are compatible with the school technology infrastructure
e. Use digital communication and collaboration tools to communicate with students, parents, peers, and the larger community
f. Plan and manage program and facilities including, budgeting, accounting, inventory and license management and recording, program reporting, grant writing, and staff development
h. Monitoring, update and evaluate progress on technology plans

4. Professional Development & Program Evaluation
Site Technology Coordinators conduct needs assessments, develop technology-related professional learning programs, and evaluate the impact on instructional practice and student learning.
Site Technology Coordinators:

a. Conduct needs assessments to inform the content and delivery of technology-related professional learning programs
b. Design, develop, and implement technology-rich professional learning programs that promote digital-age best practices in teaching, learning, and assessment
c. Evaluate results of professional learning programs to determine the effectiveness on deepening teacher content knowledge, improving teacher pedagogical skills and/or increasing student learning
d. Coach teachers in and model use of online and blended learning, digital content, and collaborative learning networks to support and extend student learning as well as expand opportunities and choices for online professional development for teachers and administrators
e. Establish and maintain rapport with all students and staff

5. **Digital Citizenship**
Site Technology Coordinators model and promote digital citizenship.
Site Technology Coordinators:

a. Model and promote strategies for achieving equitable access to digital tools and resources and technology-related best practices for all students and teachers
b. Model and facilitate safe, healthy, legal, and ethical uses of digital information and technologies
c. Model and promote diversity, cultural understanding, and global awareness by using digital-age communication and collaboration tools to interact with students, peers, parents, and the larger community
d. Direct instruction on the topics of digital citizenship, digital footprint, using digital resources effectively and ethically

6. Content Knowledge and Professional Growth
Site Technology Coordinators demonstrate professional knowledge, skills, and dispositions in content, pedagogical, and technological areas as well as adult learning and leadership, and are continuously deepening their knowledge and expertise.
Site Technology Coordinators:

a. Engage in continual learning to deepen content and pedagogical knowledge in technology integration and current and emerging technologies necessary to effectively implement the NETS•S and NETS•T
b. Engage in continuous learning to deepen professional knowledge, skills, and dispositions in organizational change and leadership, project management, and adult learning to improve

professional practice

c. Regularly evaluate and reflect on their professional practice and dispositions to improve and strengthen their ability to effectively model and facilitate technology-enhanced learning experiences

d. Participate in professional organizations, knowledgeable of professional publications and resources

e. Tech Coordinator should have a bachelor's or post-baccalaureate degree level and a teaching credential and demonstrate their knowledge of and competence in the application of instructional technology in public school settings.

Guideline Questions: Pre-Conference Conversation

Teacher: Evaluator: Date:

Guideline Questions for the Post-Conference Conversation

Please note:

- The questions are to help guide your conversation about teaching and learning.
- Not all questions need to be covered.
- Teachers are not expected to write out their answers.

1. What standard(s) are your goals for the lesson/unit? **What do you want students to know and be able to do at the end of the lesson/unit?** What will be the key/main points of the lesson/unit?

2. How will you inform students of the standard goal(s)?

3. **How will you know whether students met the learning goals(s)**? What assessments will you use at the end of the lesson/unit?

4. **What instructional strategies/techniques/behaviors will you use** to enable students to reach the learning goal(s)? (i.e. lecture, reading text aloud to students, differentiation strategies, use of technology, labs, work sheets,…)

5. What curriculum will you use?

6. **What will the lesson/unit look like?** How will you start the class? What will be the sequence of the teaching? How will you bring closure to the lesson?

7. **What strategies will you use to engage students** in the lesson/unit? (i.e. questioning, students turn to a partner, students create a diagram/outline…)

8. How will you monitor student learning during the lesson/unit? **How will you check to be sure that students are understanding the explanation/concept?** How will you assess students as you are teaching?

9. How will this lesson/unit lead to the next lesson/unit? What will be the flow?

10. **What concerns do you have** as you plan for this lesson/unit?

11. **What kind of feedback would be useful to you?** How can I give you feedback after the lesson/unit?

Guideline Questions: Post-Conference Conversation

Teacher: Evaluator: Date:

Guideline Questions for the Post-Conference Conversation

Please note:

- The questions are to help guide your conversation about teaching and learning.
- Not all questions need to be covered.
- Teachers are not expected to write out their answers.

1. How well did you accomplish your goals for the lesson/unit? How do you know?

2. To what degree were students engaged? How do you know?

3. What evidence do you have that students met your learning goals? Let's look at some student work.

4. Reflecting on this lesson/unit, what modifications might you make prior to teaching this again? Why?

5. How were my observation notes helpful?

6. How was my feedback helpful? What other feedback would be useful next time?

Certificated Teacher Evaluation Report

Teacher: _____ Assignment: _____

School: _____ School Year: _____

Evaluator: _____ Title: _____

Personnel Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Four Point Rubric for Certificated Evaluation

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

Check two boxes, in addition to Standard 5, on the left to indicate the P/CSTPs that are the focus of this evaluation.

	C/PSTP	Rating	Evidence
☐	**Standard 1:** Engaging and Supporting all Students in Learning	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ Professional Support Needed ☐ Unsatisfactory/Does Not Meet Standard	☐ (see notes page)
☐	**Standard 2:** Creating and Maintaining Effective Environments for Student Learning	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ Professional Support Needed ☐ Unsatisfactory/Does Not Meet Standard	☐ (see notes page)
☐	**Standard 3:** Understanding and Organizing Subject Matter for Student Learning	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ Professional Support Needed ☐ Unsatisfactory/Does Not Meet Standard	☐ (see notes page)
☐	**Standard 4:** Planning Instruction and Designing Learning Experiences for All Students	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ Professional Support Needed ☐ Unsatisfactory/Does Not Meet Standard	☐ (see notes page)
☑	**Standard 5:** Assessing Student Learning	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ Professional Support Needed ☐ Unsatisfactory/Does Not Meet Standard	☐ (see notes page)

	Standard 6: Developing as a Professional Educator	Highly Effective/Innovating Effective/Proficient Developing Professional Support Needed Unsatisfactory/Does Not Meet Standard	(see notes page)

Observation Dates: _____

Areas for further Growth:

For the next evaluation cycle per Article XIX, the teacher is:

_____ Eligible for Classroom Visitation Model _____ Eligible for Action Research Model

_____ Teacher Support Program Required _____ Alternate Support Plan

School Year for next evaluation cycle: _____

☐ I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.

☐ Teacher comments attached ☐ No teacher comments attached

☐ I have received a copy of the evaluation report and discussed the contents with my administrative supervisor. I DISAGREE WITH THE EVALUATION REPORT. I understand that I have the right to submit a rebuttal that will be attached to this document.

☐ Teacher comments attached ☐ No teacher comments attached

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date_____
Evaluator's Notes:

Standard 1: Engaging and Supporting All Students in Learning

1.1	Using knowledge of students to engage them in learning.
1.2	Connecting learning to students' prior knowledge, culture, backgrounds, life experiences, and interests.
1.3	Connecting subject matter to meaningful and 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.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

2.1	Models and communicates expectations for fair and respectful behavior to support social development.
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.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

3.1	Demonstrating knowledge of subject matter academic content standards.
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(a)	Addressing the needs of English Learners to provide equitable access to the content.
3.6(b)	Addressing the needs of students with special needs to provide equitable access to the content.

Standard 4: Planning Instruction and 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.

Standard 5: Assessing Students for Learning

5.1	Monitors student progress and adapts instruction in response to assessed needs.
5.2	Uses a variety of assessment techniques to evaluate student learning.
5.3	Assessment tasks are based on instruction and learning objectives for the unit.
5.4	Maintains clear oral and written communication with students regarding high expectations, grades, and behavior.
5.5	Provides meaningful and timely feedback to students and parents about performance on assignments and assessment tasks.
5.6	Teaches students how to accurately self-assess and reflect upon their own learning at a developmentally appropriate level, set new goals and monitor progress.
5.7	Employs a grading system that accurately reflects student learning, performance, and progress.
5.8	Maintains accurate, detailed records of student performance.
5.9	Collaboratively administers, scores, reports (within the central district data system) and analyzes common/benchmark assessments according to agreed upon standards and procedures.
5.10	Records and reports common/benchmark assessments within the central district data system / uses available technology.

Standard 6: Developing as a Professional Educator

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 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.

Professional Learning

Piedmont Unified School District

To support students' academic and social emotional growth, Piedmont Unified School District promotes the professional learning of all educators. Teaching the 21st century student requires teachers to engage in ongoing professional learning related to their content standards and instructional practices, as part of a collaborative team or, when applicable, individually. Three days of Professional Learning (PL) will.be scheduled each year in the following order unless mutually agreed upon by the PUSD and APT negotiations teams: one District-Directed, one Principal-Directed, and one Teacher-Directed or the option to participate in a second District-Directed Day.

District-Directed Professional Learning Day

- District Administrators, in collaboration with Principals, will develop a plan for one day of Professional Learning (PL)
- The District PL day will be on a topic aligned with LCAP priorities.
- District and Principals will communicate the topic of the Professional Learning Plan (PLP) 10 work days prior to the scheduled date.

Principal-Directed Professional Learning Day

- Principals, in collaboration with their instructional leadership teams, will develop a plan for one day of Professional Learning (PL). Elementary Principals will work with members of the Instructional Leadership Team and at the secondary level, principals will collaborate with School Advisory Councils. Members of Elementary ILT and Secondary SACs will report back to their respective sites and gather feedback.
- Principals at all levels will meet with leadership teams to discuss teacher feedback.
- Principals will communicate the topic(s) of the Professional Learning Plan to their respective sites 10 work days prior to the scheduled date.

Guidelines for Teacher-Directed Professional Learning Day (One day or the equivalent of the hours worked in the professional day)

Both APT and PUSD recognize the importance of teachers working together to address student learning needs and are committed to developing a system that allows teachers to create their own plans for professional growth, as part of a collaborative team or, when applicable, individually.

- Teachers will report to work for 185 days, with the option of using Professional Learning Day 3 as teacher-directed professional learning, with administrative approval. This day will be the equivalent of one professional work day.
- When funds are available, the District will consider paying fees for local conferences, workshops, and trainings; however, the District encourages teachers to develop PL Plans that are of minimal or no cost.
    - Given approval of the Professional Learning Plan the District will pay only the registration cost for workshops, trainings, or conferences.

- Staff are responsible for all other costs, including, but not limited to: transportation, lodging, and meals.
- When the District requests that a certificated employee attend trainings related to specific LCAP actions or services, mandated curriculum, or legal requirements, District funds, grants, or other one-time funding sources may be used to pay for other expenses incurred.

- Strong consideration should be given to collaborating with colleagues of the same grade level, department, content area, or school site to address a student learning need.
- Professional Learning Plans are submitted to and approved by Principals. Principals will collaborate to ensure equity in the approval process.

Staff will coordinate with site principals on how to reflect on their professional learning Some examples for how to reflect or share include, but are not limited to, the following:

- written reflection
- notes from conference
- discussion with grade-level team
- brief staff presentation

- Professional Learning Plans should be focused on instructional practices that support students' academic or social emotional growth. Consider the following critical questions when developing your PL Plan:

1. What do you want students to learn?
2. How will you know if they have learned it?
3. What will you do if they haven't learned it?
4. What will you do if they've demonstrated proficiency?

Timeline

- Professional learning plans are due to principals between April 1 and September 1. Principals will remind APT members to submit their plans 10 working days prior to September 1.
- Reflections and Professional learning Logs are due to principals by May 1. Principals will remind APT members to submit their plans 10 working days prior to May l.

Professional Learning Plan

Submitted by:	
Collaborative Team Members (if this is not an individual plan)	
What is your goal?	
What is your plan? What will you do? o If you plant to attend a conference, include the topic, date, and cost. o Include a link to the registration if one is available.	
When will you do it? (i.e. after school, weekend, non-workday, except for national holidays)	
How will you reflect or share what you learned? (See Guidelines for Professional Learning Day 3.)	
Complete and submit PL Log (date completed)	

Professional learning Log

Date	Time Spent	Who participated?

ACTIVE SIDE LETTERS AND MEMORANDUM OF UNDERSTANDING:

TENTATIVE AGREEMENT

ACADEMY MOU for 2026-2027

- This MOU will sunset on June 4, 2027.

- APT will hold a referendum on the bell schedule among faculty no later than the beginning of January 2027, and if the referendum indicates an interest in considering changes, the Bell Schedule Committee will reconvene no later than January 30, 2027 to look at the results of the referendum and consider changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2027-2028, APT will hold an internal referendum on whether to negotiate another MOU for 2027-2028 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

- For the duration of this MOU, a full time teaching position at secondary shall consist of direct responsibility for 5 of 7 periods of regular class time, plus direct supervision of Academy.

- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration. Those who have no other teaching duties on Academy days are exempt.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

- Academy periods designated for academic support can be used by individual students for on-campus commitments that include: Wellness Center visits or Wellness Center support groups, counselor meetings, College & Career Center meetings, college visits, leadership training, and/or participation in Student Senate.

- For up to the remaining 25% (approximately one every other week), and with the shared desire to provide increased social & emotional support for students along with other school wide initiatives (e.g., addressing student stress and promoting equity), teachers and administrators have agreed that any of the following list of presentations/activities may occur during Academy at the discretion of administrators without further teacher approval:

    Rallies, Student/Staff Competitions, Consent Assembly & Debrief (HS), Admin Talks, SEL Screeners, Healthy Kids Survey, Challenge Success Survey, CAASPP testing, Title IX Survey, Course Preview Day (HS), Career Day (HS), Common Sense Media Lessons (MS), Grade Level Counselor Visits, the Great Shakeout (all grades), College App/Naviance Presentations (HS), and/or Graduation instructions (8th & 12th grades).

- In addition, within up to the 25% of Academy periods designated for school-wide initiatives, teachers agree to host well-prepared student presentations/workshops (for example ones by Piedmont4Consent, the Diversity Club, or the Gender Sexuality Alliance) and host or teach other SEL activities/lessons that have been presented to and approved by the majority of teachers serving on the SAC during the month prior to the proposed Academy time. The approved lesson plans (including any slides or other presentation materials) will be shared with teachers as soon as they are approved, at minimum two weeks in advance of the proposed Academy time, and any physical materials needed will be given to teachers at least two days in advance of the program date. If no programming is prepared and approved for a given date, that period will be used for tutorial / academic support.

- For each approved SEL lesson to be led by a teacher, at the discretion of each site's SAC, reasonable time will be set aside during administration-directed CCT for teachers to review and discuss the lesson or activity in preparation for leading it.

Tentative Agreement Between the Piedmont Unified School District and The Association of Piedmont Teachers

Collective Bargaining Agreement
Tentative Agreement
2026-2027

Piedmont Unified School District	Association of Piedmont Teachers
Jennifer Hawn, Superintendent	Elise Marks, APT President
Stephanie Griffin	Craig Best
Ruth Alahydoian	Michelle Kerwin
Kim Randlett 3/26/26	Sam Colburn

HISTORICAL SIDE LETTERS AND MEMORANDUM OF UNDERSTANDING:

SIDE LETTER OF UNDERSTANDING
FRINGE BENEFITS

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

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

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

The Fringe Benefit Committee report is due annually in March.

SIDE LETTER OF UNDERSTANDING
WORK DAYS - June 2006

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

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

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

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

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

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

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

SIDE LETTER OF UNDERSTANDING
CHANGES IN ADA - November 2007

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

SIDE LETTER OF UNDERSTANDING
SEISMIC - June 2006

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

SIDE LETTER OF UNDERSTANDING
2008-09

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

1. This Side Letter only pertains to teachers currently employed by the district who possess a California Speech-Language Pathology service credential, and possess, within the discretionary judgment of the Assistant Superintendent of Special Services, specialized experience in the area of augmentative communication and is required by the District to provide the services.

2. Each teacher who meets the criteria of paragraph 1 above, will be compensated an extra hour per day at the professional hourly rate (i.e. 180 days per year times 1 hour per day at the E10 hourly rate).

3. This side letter is non-precedential and cannot be cited as past practice by either party.

4. This Side Letter is effective once signed by both parties and ratified by the APT membership.

SIDE LETTER: ARTICLE XVIII
EMPLOYEE EVALUATIONS

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

SIDE LETTER OF UNDERSTANDING
2010-2011

Communication from the Negotiations Team
Regarding Common Collaboration Time Mondays at Elementary Sites

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING
Furlough Days, Co-Curricular Schedule, Common Planning
2011-2014

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

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

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

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

This provision will sunset effective June 30, 2014.

2. Effective July 1, 2011 through June 30, 2014, the Co-Curricular Stipend Schedule contained in Appendix C of the Agreement between the parties shall be suspended. All employees eligible for receiving stipends under Appendix C, instead will receive a flat stipend of one thousand four hundred and fifty four dollars ($1,454.00) per year during this three year suspension.

3. The District and APT will continue to develop a mutually acceptable Professional Common Planning Time model for the 2011-2012 school year. The Parties also agree that the mutually acceptable Professional Common Planning Time model shall be developed no later than April 15, 2011. The intent of this provision of the MOU is to create a sustainable and useful model(s) of Professional Common Planning Time that is effective at elementary, middle and high school levels and has the least impact on instructional delivery issues. The Parties further agree that the model may need to be revised and adjusted in the subsequent years of the Agreement and that nothing in this MOU shall preclude the Parties from collaborating on a revised model of Professional Common Planning Time.

SIDE LETTER
CONTINGENCY PLAN FOR SALARY REDUCTION

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

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

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

   Employee's 2010-2011 per diem rate = $479.04
   Employee's 2011-2012 per diem rate with salary reduction = $479.04 x 98.5% = $471.85

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

   Employee's 2011-2012 per diem with pay cut = $471.85
   Employees 2012-2013 per diem = $479.04

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

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

SIDE LETTER OF UNDERSTANDING

2013-14

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

1. The District will buy back a professional development day from APT. This day will be reinstated from the designated furlough days for 2013-2014. Specifically, this buy back day will be used for professional development on October 14, 2013.

2. The District and APT agree to add an additional professional development day on January 6, 2014. The District and APT agree that this professional development day will be considered mandatory for all unit members and will be designated specifically to "common core" related training. Any unit member who fails to attend this mandatory professional development day will be docked a sick leave day. The Parties also agree that this additional professional development is only for 2013-2014 and is intended to be non-precedent setting.

3. The District will also grant all APT retirees, who have retired before October 1, 2013, a one time credit of $500.00 to be applied towards their retiree health benefits for the 2013-2014 school year. The Parties also agree that the maximum District contribution to retiree health benefits will remain at $6,500.00.

_____	_____
Harlan Mohagen /Date	Richard Raushenbush /Date
President,	President,
Association of Piedmont Teachers	Board of Education

SIDE LETTER OF UNDERSTANDING
2014-15
COMEPENSATION FOR TEACHER WORK DAY 2013-14

Certificated employees will receive compensation at per diem rate for one (1) day as a one-time payment for the furlough day in 2013-14 that is listed on the calendar as “teacher work day – furlough.”

Side Letter of Understanding
2018-19
Professional Learning Days

The Piedmont Unified School District ("District") and the Association of Piedmont Teachers ("APT") agree to the following terms in implementing and transitioning to changes outlined in Appendix H - Professional Learning.

To support students' academic and social emotional growth, Piedmont Unified School District promotes the professional learning of all educators. Teaching the 21st century student requires teachers to engage in ongoing professional learning related to their content standards and instructional practices, as part of a collaborative team or, when applicable, individually. Three days of Professional Learning (PL) will be scheduled each year: one District-Directed, one Principal-Directed, and one Teacher-Directed or the option to participate in a second District-Directed Day after the end-of-year teacher workday.

During the 2018-19 school year, the three (3) Professional Learning Days are scheduled for August 9th, 10th, and June 4th. The date in June is reserved as a placeholder for the teacher-directed Professional Learning which may take place at another time.

Due to the roll-out of the 18-19 Instructional Calendar and the changes reflected in Appendix H during negotiations, the District and APT recognize that some teachers may have a scheduling conflict with the District and Site-Directed Professional Learning Days (August 9th and/or 10th, 2018).

The District and APT agree for the 2018-19 school year only, that teachers who have a scheduling conflict with one or more of the Professional Learning Days scheduled for August 9th and 10th, will either:

A. Enter their absence into AESOP; or

B. Inform their site principal by May 18, 2018. The site principal and teacher will mutually agree upon an alternate professional learning activity that is applicable to the content presented on the professional learning day that was missed. This alternate professional learning activity will total 6.5 hours if one professional learning day was missed; 13 hours if both days were missed.

C. Upon approval of his or her site-administrator, if a teacher has <u>already</u> signed up and registered for a class, workshop, or training that is more than one day, those additional days will count for professional learning.
    a) E.g., A teacher registered for a 2-day workshop during the month of July. Day 1 is counted toward the teacher-directed Professional Learning Day (6.5 hours). Day 2 is counted toward one of the Professional Learning Days in August. This would then require that the teacher attend one of the remaining Professional Learning Days in August.

MEMORANDUM OF UNDERSTANDING

The District and the Association of Piedmont Teachers (APT) and the California School Employees Association (CSEA) developed a Memorandum of Understanding to help clarify, if passed, how Measure H funds would be applied toward attracting and retaining highly qualified staff.

Compensation strategies, by law, must be negotiated between the Board of Education and the respective unions. The following Memorandum of Understanding was developed in partnership with district staff, APT, and CSEA leadership to help provide clarity and structure during negotiations if Measure H is approved.

"If voters approve Measure H, all revenues from Measure H will be directed towards compensation strategies such as salary increases, additional contributions to the Health Benefits Cap, changes to Step and Column (including additional stipends for degrees and certificates), additional longevity and one-time salary increases for certificated and classified employees, as determined through collective bargaining. Contracted administrators are excluded. This does not preclude each bargaining unit from negotiating for additional compensation from other revenues."

Nicole Straley, CSEA Vice President — Date 10/18/19

Gabriel Kessler, APT President — Date 10/18/19

Randall Booker, Superintendent — Date 10/18/19

Tentative Agreement Between the Piedmont Unified School District and The Association of Piedmont Teachers

COVID-19 Memorandum of Understanding
April 2, 2020

PUSD: Randall Booker, Cheryl Wozniak, Adam Littlefield, Michael Corritone
APT: Gabriel Kessler, Ashley English, Katie Terhar, Jennifer Gulassa, Janine Mortan

Signed electronically on April 2, 2020 at 8:48pm

Priorities for Distance Learning

Memorandum of Understanding Effective Date: April 2, 2020 - June 30, 2020

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

PUSD Goals for Distance Learning (in priority order)

1. To provide opportunities for students to maintain social and intellectual connections within their school communities.
2. To provide opportunities for practice and engagement in the essential learning and core content standards already taught to keep students from falling behind.
3. To provide opportunities for new instruction and supports on the essential learning outcomes in literacy and math at the elementary level and at the secondary level, essential standards in each content area.

Executive Order N-26-20
"The District will follow Governor Newsom 's Executive Order N-26-20 which states that Local Education Agencies (LEAs) will "Continue delivering high-quality educational opportunities to students through other options, distance learning and independent study" by providing a Distance Learning Plan to guide learning and instruction within Piedmont Unified during COVID-19 related school closures. This Executive Order requires a Distance Learning Plan that will provide ADA protection and recovery to the District during these unprecedented school closures."

Salary, Benefits, Leaves

1. All bargaining unit members shall receive full pay and benefits as provided for in SB 117, passed as urgency legislation on March 16, 2020, and as set forth in Executive Order N-26-20, dated March 13, 2020, for so long as the school site facilities closure and student dismissal continues.
2. Sick, personal, or extended illness leave will not be deducted from any unit members who contract coronavirus during the school site closure and student dismissal period. Confirmation with a doctor's note is required. Additionally, that member will not be required to provide Distance Learning during the period of the illness.
3. Unit members are entitled to the provisions of the Families First Coronavirus Response Act (FFCRA).
4. When members cannot provide distance learning due to illness, colleagues at their site may be asked to serve as a substitute and will be compensated at the E-10 rate.
5. If a bargaining unit member contracts an illness that is not related to Coronavirus and cannot fulfill their professional responsibilities for distance learning, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days per school year) with differential pay as described in Article X - Leaves of the Collective Bargaining Agreement, and California Education Code.

Adjunct Duties and Committees

1. Unit members shall not be required to make up adjunct duty assignments missed as a result of the emergency school closure. Adjunct duties scheduled during the closure are canceled and will not be rescheduled.
2. Members serving on District and Site Committees will inform their administrator if they are unable to continue serving during school closure and will not receive negative consequences for their decision. Committees may continue to meet if a representative majority of members are able to participate. District-wide committees may continue to meet if representatives from all levels are able to participate.

Right to Bargain Changes in Working Conditions Due to COVID-19

1. Before implementing changes that impact the working conditions or responsibilities of Association members, the District will inform APT and bargain those changes.
2. If school closure and student dismissal is extended beyond May 1, 2020, negotiating teams for both PUSD and APT will reconvene to review this MOU before extending or revising any agreements.

Return to School and Safety Conditions

1. Upon the State/County/District determination that schools are safe to re-open during the 2019 -2020 school year, the District shall provide all unit members a minimum of two paid workdays to prepare for the return to the classroom with students.

2. In the event that schools are closed through the end of the 2019 - 2020 school year, Negotiating teams will reconvene to negotiate the impact of opening classrooms in the fall.
3. The District shall ensure that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, libraries and janitorial closets) are kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom, bathroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area.

Distance Learning Hours and Professional Responsibilities

A. Professional Development

1.All professional development shall be considered part of the unit member's workday and shall be offered during regular work hours. Professional development offered will be in support of distance learning expectations and best practices. Online professional development shall be completed at the unit member's discretion.

2. A concerted effort will be made to utilize the knowledge and expertise of unit members. Unit members who are responsible for planning staff development outside of their normal work hours will be compensated at the E10 rate upon prior approval with the Director of Instructional Technology.

3. For those members who are unable to complete the teacher-directed professional learning day as planned or for members who had planned to attend the professional learning day in June, training and professional development completed in response to COVID-19 impact may be counted toward a teacher's Teacher-Directed Professional Learning Time (see Appendix H of the APT-PUSD Contract) for 2019-2020.

B. Responsibilities for Instruction

Unit members shall determine the means and method of providing online or distance learning based on student need as well as the unit members' professional expertise and judgement. In recognition of the need to maintain connections with their students and to provide meaningful feedback, unit members at all levels agree to use a variety of methods such as synchronous platforms, video, and online discussions.

PUSD will provide guidelines and recommendations for schedules and best practices.

Elementary School

1. Elementary teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students. At each grade level teachers will be responsible for providing the following number of hours of instruction and activities:

a. TK will provide 1 hour of pre-academic and play based activities daily
b. K - 1st grade will provide 1 hour 40 minutes of practice and learning daily
c. 2nd - 5th grades will provide 2 hours 15 minutes of practice and learning daily

2. At TK - 3rd grades each elementary grade level, will meet synchronously with students at least once per week on a weekly basis. At 4th - 5th grades each elementary grade level, will meet synchronously with students at least twice per week on a weekly basis.

Middle School

3. Middle school teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students on a weekly basis.

4. Middle school teachers will provide a minimum of an hour a week per course of "office hours" during which the teacher is available in real-time to respond to questions in a live chat platform.

5. Middle school teachers will provide 1 hour of instruction and student activities that will not exceed 2 hours per week, per course.

High School

6. High school teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students on a weekly basis.

7. High school teachers will provide a minimum of an hour a week per course of "office hours" during which the teacher is available real-time to respond to questions in a live chat platform.

8. High school teachers will provide 1 - 2 hours of instruction and student activities that will not exceed 4 hours of student work per week, per course.

Secondary Schedule for Instruction

	Monday	Tuesday	Wednesday	Thursday	Friday
AM 8:30 - 11:30	PER 1	Office Hours Check-Ins -(also for Counselors, Wellness, Resource Center)	PER 4	PER 6	Virtual Staff or Department Meetings
11:30 - 12:00	Lunch	Lunch	Lunch	Lunch	
PM 12:00 - 3:00	PER 2	PER 3	PER 5	PER 7	Office Hours Check-Ins -(also for Counselors, Wellness, Resource Center)

GRADING

High School and Middle School

1. Teachers at all levels retain the sole right to determine grades for their students.
2. At the High School and Middle School levels, all students will receive a letter grade for Progress Report 6.
3. At the High School and Middle School levels, all students will receive either a "Pass" or "No Pass" for Progress Report 7 and 2nd semester.
4. At the High School and Middle School levels, a passing grade will be considered as a minimum of 70% of assignments completed by the student and determined by the teacher as sufficient progress made during the Progress Report 7 and 2nd semester.
    a. Teachers will not assess students through the use of a letter grade; however, teachers will expect students to demonstrate a good faith effort

toward their school work. When teachers determine that an assignment has not been completed sufficiently, they may ask the student to redo or revise the work to be marked as complete. Teachers will check for completion and may provide feedback, but they will not provide points or a letter grade on assignments.

Elementary School

5. At the close of the school year, teachers will provide narrative feedback for TK-5 students on their progress with grade-level standards during the period of the school closure, unless limited in doing so by a student's inability to participate in the learning activities provided.

District-wide Communications & Meetings

1. Planning and preparation will take place at the discretion of the unit member.
2. Unit members shall make themselves available during regular work hours during the work week to admin, colleagues, students, and families. Their specific availability will be communicated by unit members.
3. Unit members shall make themselves available by district email on regularly-scheduled work days and work hours for all district communication.

District-wide Special Education:

All services performed and offered need to be documented. in either a Google sheet or Google Calendar. This includes logging who participated and who was absent from the session/service. This documentation will be sent to the Director of Special Education as requested.

Regular virtual meetings will be held. Attendance is highly encouraged, but not mandatory.

District-wide Resource Specialists/SDC/HB Teachers

Specialized Academic Instruction will not be provided during this time that matches the IEP contract - will provide supports to assist students in completing the assignments in their general education classes.

Elementary Resource Specialists/SDC/HB Teachers

1. Elementary-level resource teachers will provide an assortment of the following supports and activities to students with disabilities:
    a. Packets of materials
    b. Supports and activities accessed online to enable the maintenance of educational skills.
2. Access to supports for parents and students through electronic means. Examples of supports are Google Hangout, telephone calls or Screencasts.
3. They will communicate their availability to families with IEPs.

Secondary Resource Specialists/SDC/HB Teachers

1. Secondary-level resource teachers will provide support services for their students following their normal periods of LC support on the secondary schedule.

2. Resource Specialists will also provide "office hours" as listed in the Distance Learning Schedule.
3. They will communicate their availability to families with IEPs.

Special Education
The District recognizes that in the context of COVID-19 and Distance Learning, planning, preparing for and holding IEPs, presents unique challenges for Special Education personnel. Because of this the District will work to provide as much flexibility as allowed within legal requirements.

District-wide Mental Health
School psychologists and Wellness staff need to continue therapy through electronic means. This needs to be scheduled consistently every week to maintain a therapeutic relationship. Logs documenting services need to be done and turned into the Wellness Center supervisors or to the Special Education office. Continue participation in IEPs.

District-wide Psychologists
School Psychologists need to complete the meetings of any initials and triennials in which the assessments are complete. Continue case managing any students and provide IEP counseling therapies. Contact families that have upcoming triennials or initials and hold amendment IEPs to document any delay in completing the assessments. Attend IEP meetings and collaborate with Resource Specialists to provide additional supports for students struggling with distance learning due to their disability.

District-wide Program Specialists & BCBA
Provide technical supports for all special education professionals (e.g.teachers-special & general or designated instructional service providers). Serve as Administrator Designees on IEP's and manage student programs at non-public school placements. Continue to work on special education cases that have legal involvement or potential legal involvement. They will not be required to make legal decisions. Attend a weekly virtual meeting for the Special Education Leadership team. Support the tracking of work assignments of contract workers (e.g. contract behavior technicians). Attend assigned IEP meetings.

District-wide Speech Pathologists, Adaptive Physical Education, Vision, Hearing
Provide activities to maintain skills for students. These can be activities sent home for daily practice. Provide group support and consultation with parents and students via Google Hangout. Activities can be sent out via a Screencast. These supports and related service levels will not match what is on the IEP. Data collection on student contacts will be collected on all students receiving designated instructional services. This applies to contacts made and not able to be made during this period of closure. Communicate with parents via email or telephone calls. Attendance and participation in IEP meetings. All data reports shared with the students' case managers and the Director. Data to be collected in either Google Sheets or Google Calendar.

District-wide Home Hospital Instruction
Working conditions have shifted from 5 hours per week of instruction face-to-face or virtual to 5 hours of distance/virtual instruction only. This work is scheduled between the student's family and the HHI teacher.

Timelines for Evaluation, Grievance, Status
Evaluation

1. Unit members shall have three options to address the 2019-2020 evaluation cycle:
    a. When a member is currently being evaluated, evaluations and related components may be deemed complete based on the work done prior to the school closure. The member will be given a final evaluation from their evaluator.
    b. Use parts of their Distance Learning program (including, but not limited to observation of synchronous and asynchronous activities, student work, conferencing) to complete their evaluation in 2019-2020.
    c. Pause and complete the evaluation process in the 2020-2021 school year (available to permanent-status only).

Employment Status

2. All Probationary 1 unit members shall be moved to Probationary 2, and all Probationary 2 unit members shall be moved to Permanent Status on July of the 2020-2021 school year, provided they met the criteria of working 75% of the school year in paid status during the 2019-2020.

Side Letter of Understanding

2020-21
Measure H Parcel Tax: Retention Fund

The State of California and school districts in California, including the Piedmont Unified School District ("District"), face an unprecedented budget crisis due to the COVID-19 pandemic.

The following constitutes a Side Letter between the District and the Association of Piedmont Teachers ("APT"). The intent of this Side Letter is to create language that assists the District with its ongoing financial obligations in 2020-2021 should the state budget impose cuts and/or reductions on school districts.

APT and the District agree to establish a Measure H Retention Fund to assist in offsetting state imposed budget reductions. This fund shall be used to restore positions and help to prevent lay-offs for the 20-21 school year. The final dollar amount transferred into the Measure H Retention Fund is subject to negotiations with APT, the California School Employees Association #60 ("CSEA"), and the Association of Piedmont School Administrators ("APSA"). APT and the District share a common interest in transferring $1,250,000 into the Measure H Retention Fund.

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

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

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

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

Side Letter of Understanding

2020-21
Professional Learning, Collaboration, and Planning

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

Current Professional Learning Days

The Piedmont Unified School District ("District") and the Association of Piedmont Teachers ("APT") agree to the following terms for the three Professional Learning days scheduled for the 2020-2021 school year:

a. One District-directed day planned by PUSD
b. One Site-directed day planned by site principals
c. One Teacher-directed day for collaborative planning

The dates for professional learning and collaborative planning are subject to negotiations as part of Article XXI - Committees: D. Calendar Committee.

Additional Professional Learning and Collaborative Planning for Distance Learning and In-Person Instruction

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

Compensation for the three additional days will be paid for by using Measure H Funds. Members will receive their per diem rate for each additional day and compensation will be calculated as part of a member’s annual salary. Part-time members are encouraged to participate in professional learning and collaborative planning for the full day. Part-time members who participate in the full day will be compensated for the difference between a full per diem rate of pay and their part-time rate in a warrant to be issued September 30, 2020.

Return to School: DISTANCE LEARNING
2020-2021 Memorandum of Understanding

PUSD: Randall Booker, Michael Corritone, Carol Cramer, Adam Littlefield, Karyn Shipp, Cheryl Wozniak

APT: Tracy Broback, Ashley English, Jennifer Gulassa, Gabriel Kessler, Kate Macdonald, Ben Spencer, Katie Terhar

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

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

School districts are required to provide:

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

For further detail on the requirements listed above, see California Department of Public Health/Cal-OSHA Updated COVID-19 Guidance for Schools:
https://files.covid19.ca.gov/pdf/guidance-schools.pdf

Definitions
Blended or Hybrid Learning: Hybrid learning is **a combination of instruction** delivered through both in-person instruction and distance learning. In hybrid learning, in-person learning and distance learning are combined to meet the equivalent of a minimum day of instruction. Instructional time shall be based on the time value of

combined in person and distance assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document.

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

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

1. An emphasis on a set and consistent daily bell schedule and number of synchronous (live) minutes for direct teaching and learning.

2. Social/Emotional learning and support systems.

3. Consistent and required benchmark assessments and grading as determined by grade-level, department teams in collaboration with administrators.

4. Structured professional development, training, collaboration and planning time for all of our educators and staff throughout the school year.

5. Uniform learning platforms and instructional technology.

6. Daily attendance tracking.

Salary, Benefits, Leaves

1. All bargaining unit members shall receive full pay and benefits in 2020-2021, including periods of school site closure and student dismissal.

2. Unit members are entitled to the provisions of the Families First Coronavirus Response Act (FFCRA). *As per APT and PUSD agreement, employees can use up to 4 weeks (up to 120 hours) of paid sick leave at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.

3. Upon return from leave, every attempt will be made to restore the previous

position.

4. Due to COVID-19 Shelter in Place orders, every member with unused Discretionary Leave hours received in 2019-20 shall roll over up to 14 hours into the member's sick leave account. Members who are not returning for the 2020-21 school year shall see their unused Discretionary Leave hours (up to 14 hours) converted to sick leave. This modification applies to disposition of 2019-20 Discretionary Leave hours only.

Committees

Bell Schedule Committees

PUSD and APT acknowledge that due to the ongoing impact of COVID-19, the work of the Reopening Schools Task Force, the ongoing outreach task force participants and APT members, and a need for a quick resolution, the contractual process outlined in Article VI C for changing site schedule will be modified for the 20-21 school year.

1. At each level (elementary school, middle school, and high school) a Schedule Recommendation Committee will be convened from July 7 - July 8.

2a. The elementary schedule committee will consist of 2 site administrators and 1 District administrator , 5 APT members and 3 CSEA members.

2b. The secondary schedule committee will consist of 2 site administrators, 1 district administrator, 8 APT middle school and 8 APT members from high schools(MHS and PHS), and 2 CSEA task force participants from each level.

3. In creating site schedules, the Schedule Recommendation Committees will follow the following parameters established by APT and PUSD bargaining teams as outlined below:
    a. No teachers will be expected to to provide new synchronous or asynchronous lessons to be delivered while teaching live in class but could provide work time an extension of lessons begun in the in person part of their day

    b. There must be a duty free lunch of 30 min

4. At least one and a half hours a week of collaboration time must be built into all schedules.

ELEMENTARY

a. Minimum 90 minutes between cohorts to clean classrooms
b. At Grades K-5 a teachers' direct instruction (any combination of in-person and synchronous teaching) cannot exceed 1200 min per week.
c. Elementary teachers (1.0 FTE) will be provided with a minimum of 1 hour prep per day, or 5 hours per week.
d. A classroom teacher will not be expected to cover during a specialist's absence.
    i. During Distance Learning, if a teacher agrees to teach during their prep time, they will be compensated at the E-10 professional hourly rate.

SECONDARY

a. 10 min passing period.
b. Time must be provided between cohorts to allow for surface cleaning and appropriate social distancing.
c. At Grades 6 - 12 a teachers' direct instruction (in-person, or synchronous) cannot exceed 20 hours per week.
d. Secondary teachers (1.0FTE) will be provided with no less than 475 minutes of prep per week.

5. The superintendent, site administrator, school board and fifty-five percent (55%) of the certificated staff at each level must agree to the changes.

6. APT voting will take place from July 22-24

7. These schedules will be followed for the 2020-2021 school year only, but will revert to the "established" schedules in the 2021- 2022 school year or when an adjustment in schedule is deemed feasible by the School Board and County.

    a. The parties will negotiate any changes to the "established" schedule as required by law.

8. The Parameters for a Distance Learning schedule will be the same as for a hybrid schedule with "synchronous or asynchronous teaching" replacing "in person or synchronous teaching."

Expectations of Bargaining Unit Member

1. Under a Distance Learning Model, the classroom teacher will be present with "live" instruction and monitoring of work time for their scheduled class period.

2. Bargaining unit members shall be responsible for delivering appropriate essential standards-based instruction, administering common benchmark assessments as determined by grade level teams and departments in collaboration with administrators, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing student feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

3. Members will post contact information, class schedules, and class expectations, as are usually provided at the beginning of school in elementary and the beginning of each semester in secondary, on the digital platform.

4. Due to the reduced number of instructional minutes for students, departments and grade level teams in collaboration with administration will work to determine the degree to which standards will be addressed.

5. Attendance -- the unit member will record attendance in Infinite Campus within the first 5 minutes of each day/period for in-person or distance learning students.

Right to Bargain Changes Due to COVID-19 Impact

1. Before implementing changes that impact the working conditions or responsibilities of Association members, the District will inform APT and immediately begin bargaining those changes if needed.

School Closure-Student Dismissal

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

2. If school closure is recommended by the local Alameda Public Health Department, ACOE, CDC, or other governmental organization, the District will notify APT immediately. Upon notification by Association, APT and PUSD shall

immediately bargain the impact and effects of the closure.

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

Childcare

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

General Responsibilities

1. When providing remote instruction in a full Distance Learning model or Hybrid model, **members** will be given the option of working off-site or from their classrooms at their discretion. They will not be required to log their hours or tasks.

2. All unit members will be provided with a 30 minute duty-free lunch. Lunch will be held in spaces that allow for safe distancing and sanitary surfaces.

3. No teachers will be expected to provide new synchronous or asynchronous lessons or live streaming while teaching live in class in a hybrid model but could provide work time and extensions of lessons begun in the in person part of their day

4. Departments/grade levels will have the authority to prioritize and plan instruction in order to address the most essential standards and the teacher will remediate learning loss for their students as needed.

5. Bargaining unit members shall not engage in private tutoring during the scheduled school day. Additionally, all members shall follow BP 4137 Tutoring.

6. Whenever coming onto campus, all members will sign in, maintain 6' social distancing and wear masks, except when alone in their work space.

Substitutes

1. No teacher will be required to cover a colleague's class, while they are teaching their own, in either the hybrid or distance learning model.

DISTANCE LEARNING MODEL

1. Unit members shall determine the means and method of providing online or distance learning based on student need as well as the unit members' professional expertise and judgement. In recognition of the need to maintain connections and academic engagement with their students and to provide meaningful feedback, unit members at all levels agree to use a variety of district approved methods such as synchronous platforms, video, and online discussions.

2. Bargaining unit members are expected to work and be available during regular school hours as defined by the CBA and bell schedule.

3. Recording of live/synchronous virtual instruction will be optional as allowed under the law.

4. The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.

Elementary School Gen Ed Teachers, Specialists and PE Teachers

1. **Elementary Gen Ed Teachers -** Teachers will have autonomy to identify needs of students and collaborate in grade level teams to identify instructional priorities and adapt work to fit modified instructional minutes. Primary focus will be on literacy and math but not to the exclusion of other subjects.

2. **Elementary Specialists -** Specialist teachers' instructional minutes will be prorated to their FTE.

Elementary Counselors (DISTANCE LEARNING MODEL)

1. Elementary counselors will continue performing their regular duties and have the flexibility to adjust sizes of groups remotely
2. Meetings of any kind may be by phone, or using a virtual platform at the member's discretion.

High School and Middle School Teachers

1. 1.0 FTE Gen Ed Teacher will provide no more than an average of 20 hours of direct (any combination of in-person and synchronous teaching) instruction per week.

2. Secondary teachers (1.0FTE) will be provided with no less than 475 minutes of prep per week. Allocation of prep minutes for partial FTEs shall be prorated.

3. Middle School Teachers shall utilize the designated CCT as outlined in Article VI of the collective bargaining agreement between the Parties.

4. At the high schools, 1 hour and 30 minutes of time will be provided each week for a combination of collaboration, faculty meetings, and department meetings, designated as follows:

   Monday Morning Collaboration: 2 teacher directed; 2 administration directed

   One Monday morning per month will be a faculty meeting.

   One Monday morning per month teacher-directed department meeting.

   One Monday morning per month Admin-Directed SAC or Guiding Coalition work.

   One Monday morning per month teacher-directed collaboration

   Monday Afternoon Collaboration: 2 teacher directed; 2 administration directed

   Two Monday afternoon collaboration times will be teacher directed

   Two Monday afternoon collaboration times will be admin directed.

   When there are 5 Mondays in a month, the additional morning and afternoon time will be teacher-directed collaboration

Secondary Counselors

1. Secondary counselors will continue performing their regular duties and have the flexibility to adjust sizes of groups remotely.
2. Meetings of any kind may be held by phone, or using a virtual platform at the member's discretion.

Resource Specialists/SDC/HB Teachers-- DISTANCE LEARNING MODEL

1. Resource Specialists and SDC/HB teachers shall have the flexibility to schedule students with IEPs for services and assessment throughout the remote school day
2. Resource Specialists and SDC/HB teachers may include distance learning in IEP service delivery models to the extent required by law.

3. Any additional work related to creating amendments to IEPs in order to address changes in service delivery or other aspect of the IEP due to circumstances which result from COVID-related school schedule and instructional day changes may be charged to a teacher's extra annual sped hours (as described in Appendix A-1 in the CBA).

4. IEP meetings will be conducted virtually, as permitted by law.

Mental Health

1. School Psychologists and Wellness staff will provide therapy to students through remote sessions.

2. Logs documenting services need to be done and turned into the Wellness Center supervisors or to the Special Education office. Continue participation in IEPs.

H. Designated Instruction Service Providers (School Psychologists, Behavior Specialists, Speech Pathologists, Adaptive Physical Education) --DISTANCE LEARNING MODEL

1. DIS Providers are responsible for attending all required meetings under SPED law (e.g. annuals, 30-day placements, manifestation, initial and triennial IEPs).

2. Communication with parents shall be performed, online, or by phone, as permitted by law in order to meet student needs in compliance with social distancing requirements and safety protocols.

3. All Services, including IEP and SST meetings may be delivered virtually, as appropriate when permissible by law in order to meet student needs in compliance with social distancing requirements and safety protocols.

4. DIS Providers shall collaborate with Resource Specialists to provide additional supports for students struggling with blended learning due to their disability.
5. DIS Providers will continue case managing any students and provide IEP counseling therapies, as appropriate.

6. Any additional work related to creating amendments to IEPs in order to address changes in service delivery or other aspect of the IEP due to circumstances which result from COVID-related school schedule and instructional day changes may be charged to a teacher's extra annual SPED days (as described in Appendix A-1 in the CBA).

Program Specialists

1. Provide technical supports for all special education professionals (e.g.teachers-special & general or designated instructional service providers).

2. Manage student programs at non-public school placements.

3. Continue to work on special education cases that have legal involvement or potential legal involvement. They will not be required to make legal decisions.

4. Support the tracking of work assignments of contract workers (e.g. contract behavior technicians).

5. Attend assigned IEP meetings virtually as permissible by law.

Home Hospital Instruction

1. Home hospital teachers will provide 5 hours per week of instruction.

2. This instruction will continue to be provided virtually

3. HHI teachers will be responsible for scheduling with the students' families.

Communications & Meetings

1. At all levels, members will be responsible for attending remotely scheduled Faculty meeting once per month

2. Part-time faculty and members who work at more than one site will only be required to attend the amount of Faculty Meetings as proportional to their FTE.

3. When sites schedule Back to School Nights, they will be virtual.

Adjunct Duties
(See CBA Article VI B7 RE: Adjunct Duty Committees)

Professional Development

1. When remote asynchronous training is required by the District, it can be completed on the members' own time at their discretion.

2. A concerted effort will be made to utilize the knowledge and expertise of unit members. Unit members who are responsible for planning staff development outside of their normal work hours will be compensated at the E10 rate upon prior approval from an administrator.
    i. The three additional days (Measure H Days) will be used for a combination of training, collaboration, and planning time. Every effort will be made to distribute the time equally between the three purposes.

    ii. Training that members have completed in the summer may be used for flex PD time for the January 19, 2021 professional development day upon approval of the site administrator.

    iii. Site professional learning day will be held on August 13, 2020.

    iv. District professional learning day will be held on October 9, 2020.

Curriculum & Materials

PUSD will provide teachers with curriculum and instructional resources necessary for instruction in both a hybrid and Distance Learning models. These materials and resources will be provided to ensure instructional continuity for pupils if a transition between in-person instruction and distance learning.

Grading

Teachers at all levels retain the sole right to determine grades for their students.

Teachers at PMS, PHS, and MHS will provide letter grades for students in 2020-2021.

Elementary teachers will be responsible for completing the current standards based progress report cards using the marking system currently in place.

Teachers will work in grade level teams in collaboration with site administrators to determine which items will not be assessed each trimester due to reduced number of instructional minutes in a distance or hybrid instructional model.

Evaluation

Employee evaluations for employees with permanent-status shall be postponed for the period of this MOU. The schedule of evaluation will resume in 2021-2022.

Probationary and Temporary will follow TIP guidelines for goal-setting.

Application for TK-6th Grade Waiver for in-person/hybrid learning

The District will forgo an application for a TK-6 grade waiver with the Alameda County Department of Public Health between now and October 1st.

Duration

This MOU shall sunset on June 30, 2021, unless both parties mutually agree to an extension in writing

Tentative Agreement Between the Piedmont Unified School DIstrict and The Association of Piedmont Teachers

Return to School 2020-2021 Memorandum of Understanding In-Person/Hybrid MOU

PUSD: Randy Booker, Michael Corritone, Carol Cramer, Adam Littlefield, Karyn Shipp Cheryl Wozniak
APT: Tracy Broback, Ashley English, Jennifer Gulassa, Gabriel Kessler, Kate Macdonald, Ben Spencer, Katie Terhar

Memorandum of Understanding Effective Date: September 9, 2020 - June 30, 2021

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

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

For further detail on the requirements listed above, see California Department of Public Health/Cal-OSHA Updated COVID-19 Guidance for Schools:
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Definitions
Blended or Hybrid Learning: Hybrid learning is **a combination of instruction** delivered through both in-person instruction and distance learning. In hybrid learning, in-person learning and distance learning are combined to meet the equivalent of a

minimum day of instruction. Instructional time shall be based on the time value of combined in person and distance assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document. (See AB 77)

Cohort: a stable group of students with fixed membership that stays together for all courses and activities (e.g.,lunch, recess, etc.) in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU. The size of cohorts cannot exceed 15 students and will be determined by the size of the classroom based on the ability of students and teachers to maintain a distance of at least 6 feet. The maximum capacity for each room will be posted on the door of each classroom

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

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

1. An emphasis on a set and consistent daily bell schedule and number of synchronous (live) minutes for direct teaching and learning.

2. Social/Emotional learning and support systems.

3. Consistent and required benchmark assessments and grading as determined by grade-level, department teams in collaboration with administrators.

4. Structured professional development, training, collaboration and planning time for all of our educators and staff throughout the school year.

5. Uniform learning platforms and instructional technology.

6. Daily attendance tracking.

Salary, Benefits, Leaves

1. All bargaining unit members shall receive full pay and benefits in 2020-2021, including periods of school site closure and student dismissal.

2. Unit members are entitled to the provisions of the Families First Coronavirus Response Act (FFCRA). *As per APT and PUSD agreement, employees can use up to 4 weeks (up to 120 hours) of paid sick leave at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.

3. When a unit member is required to quarantine due to exposure of Coronavirus or because of a household member with Coronavirus, the unit member will provide Distance Learning instruction in lieu of in-person instruction.

4. In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household for whom they are a primary caregiver is at increased risk of severe illness from COVID-19 (as defined by the CDC- see a.) and an alternative or remote assignment is unavailable to them, such member can request an unpaid administrative leave and will have the right to purchase benefits under the district plan.
    a. The following are the guidelines for determining "increased risk" per CDC as of July 3, 2020.
        i. People over 65
        ii. Underlying medical conditions, include:
            - People with chronic kidney disease undergoing dialysis
            - People with (COPD)
            - People who are immunocompromised from solid organ transplant
            - People with severe obesity (body mass index [BMI] of 30 or higher)
            - People who have serious heart conditions
            - People with sickle cell disease
            - People with type 2 diabetes mellitus
            - Children who are medically complex, who have neurologic, genetic, metabolic conditions, or who have congenital heart disease are at higher risk for severe illness from COVID-19 than other children"

5. Upon return from leave, every attempt will be made to restore the previous position.

6. Due to COVID-19 Shelter in Place orders, every member with unused Discretionary Leave hours received in 2019-20 shall roll over up to 14 hours into the member's sick leave account. Members who are not returning for the 2020-21 school year shall see their unused Discretionary Leave hours (up to 14 hours) converted to sick leave. This modification applies to disposition of 2019-20 Discretionary Leave hours only.

Reassignment and Transfer

1. The following procedures shall apply to the assignment of remote work:
   (a) The District shall follow Article 5c in our existing contract regarding vacancies. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household for whom they are a primary caregiver is at increased risk of severe illness from COVID-19 (as defined by the CDC).

   (b) Priority for fully remote assignments shall be given on the following basis: APT member falling into the category of increased risk of severe illness from COVID-19 (as defined by the CDC - see details Leaves section 4,a), family member for whom the APT member is a primary caregiver falling into the category of increased risk of severe illness from COVID-19 (as defined by the CDC - see details Leaves section 4,a), and then as stipulated in the existing contract.

Committees

Bell Schedule Committees

PUSD and APT acknowledge that due to the ongoing impact of COVID-19, the work of the Reopening Schools Task Force, the ongoing outreach task force participants and APT members, and a need for a quick resolution, the contractual process outlined in Article VI C for changing site schedule will be modified for the 20-21 school year.

1. At each level (elementary school, middle school, and high school) a Schedule Recommendation Committee will be convened from July 7 - July 8

2. (a) The elementary schedule committee will consist of 2 site administrators and 1 District administrator , 5 APT members and 3 CSEA members.

(b) The secondary schedule committee will consist of 2 site administrators, 1 district administrator, 8 APT middle school and 8 APT members from high schools (MHS and PHS), and 2 CSEA task force participants from each level.

3. In creating site schedules, the Schedule Recommendation Committees will follow the following parameters established by APT and PUSD bargaining teams as outlined below:
    a. No teachers will be expected to to provide new synchronous or asynchronous lessons to be delivered while teaching live in class but could provide work time an extension of lessons begun in the in person part of their day
    b. There must be a duty free lunch of 30 min

4. At least one and a half hours a week of collaboration time must be built into all schedules.

ELEMENTARY

a. Minimum 90 minutes between cohorts to clean classrooms
b. At Grades K-5 a teachers' direct instruction (any combination of in-person and synchronous teaching) cannot exceed 1200 min per week.
c. Elementary teachers (1.0 FTE) will be provided with a minimum of 1 hour prep per day, or 5 hours per week.
d. A classroom teacher will not be expected to cover during a specialist's absence.
    1. During hybrid learning, if a teacher agrees to teach during their prep time, they will be compensated at the E-10 professional hourly rate.

SECONDARY

a. 10 min passing period.
b. Time must be provided between cohorts to allow for surface cleaning and appropriate social distancing.
c. At Grades 6 - 12 a teachers' direct instruction (in-person, or synchronous) cannot exceed 20 hours per week.
d. Secondary teachers (1.0FTE) will be provided with no less than 475 minutes of prep per week.

5. The superintendent, site administrator, school board and fifty-five percent (55%) of the certificated staff at each level must agree to the changes.

6. APT voting will take place from July 22-24

7. These schedules will be followed for the 2020-2021 school year only, but will revert to the “established” schedules in the 2021- 2022 school year or when an adjustment in schedule is deemed feasible by the School Board and County.
    a. The parties will negotiate any changes to the “established” schedule as required by law.

8. The Parameters for a Distance Learning schedule will be the same as for a hybrid schedule with “synchronous or asynchronous teaching” replacing “in person or synchronous teaching.”

Expectations of Bargaining Unit Member

1. Bargaining unit members shall be responsible for delivering appropriate essential standards-based instruction, administering common benchmark assessments as determined by grade level teams and departments in collaboration with administrators, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing student feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

2. Members will post contact information, class schedules, and class expectations, as are usually provided at the beginning of school in elementary and the beginning of each semester in secondary, on the digital platform.

3. Due to a reduced number of instructional minutes for students, departments and grade level teams in collaboration with administration will work to determine the degree to which standards will be addressed.

4. Attendance -- the unit member will record attendance in Infinite Campus within the first 5 minutes of each day/period for in-person or distance learning students.

Right to Bargain Changes Due to COVID-19 Impact

1. Before implementing changes that impact the working conditions or responsibilities of Association members, theDistrict will inform APT and immediately begin bargaining those changes if needed.

School Closure-Student Dismissal

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

2. When a student, staff member, or small cohort has had close contact ("close contact" is defined by the CDC as someone who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to specimen collection) until the time the patient is isolated) with a confirmed case of Coronavirus, the students and staff in that group will quarantine and commence Distance Learning for the most stringent period as directed by the California Department of Public Health and the Alameda County Department of Public Health.

3. If school closure is recommended by the local Alameda Public Health Department, ACOE, CDC, or other governmental organization, the District will notify APT immediately. Upon notification by Association, APT and PUSD shall immediately bargain the impact and effects of the closure.

4. If/when we return to in-person learning for the first time in the 2020-21 school year teachers will be provided 2 days to prepare their classrooms that had to be left abruptly in the Spring of 2020. At the elementary level, teachers will do a live check-in with each cohort and provide asynchronous lessons for students. Depending on the day, at the secondary level, sites (APT Rep & Site Administrator) will determine what period to do a live check-in and all teachers will provide asynchronous lessons for students.

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

School Re-opening

Health & Safety Standards for Physical Reopening:

The following conditions must be met before PUSD opens to a hybrid learning environment.

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

Reopening

The Piedmont Unified School District Board of Education may consider and approve a reopening for in-person hybrid instruction when Alameda County, as determined by the Alameda County Department of Public Health, has not been on the state's county monitoring list within the prior 14 days. Where there is a conflict between the CDPH & ACDPH orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students and their families.

Testing

Employees can access 30 testing sites in Alameda County. Testing is also available through healthcare providers.

Contact Tracing

The district must coordinate contact tracers and should notify union leadership and members of possible exposure within 24 hours.

Safety and Health

Nurses - In the event that schools are permitted to re-open by the Alameda County Department of Public Health and the PUSD Board of Education, the District will increase nursing by 0.6 FTE for the 20-21 school year.

Visitors - Schools sites and administration will limit visitors and volunteers on campus. Visitors will be admitted into schools to the degree that physical distancing of six feet can be maintained. Six feet distancing will be indicated outside each site to ensure safe distancing while waiting.

Sick Bay - Each school site will have a designated sick bay for students.This location will be separate from the main office, and allow for students and staff to be socially distanced.

Cleaning of Classrooms - PUSD shall establish and maintain a daily disinfecting schedule in accordance with State guidelines and orders. “Disinfection schedule” is defined as a plan for keeping school facilities at a high level of cleanliness, particularly disinfecting high-touch surfaces. Secondary teachers will be responsible for the implementation, including direction of students, of disinfection of surfaces between cohorts using supplies provided by the District.

Cleaning and Sanitation Supplies - The District shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, libraries and janitorial closets) are kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area.

Handwashing: The District will provide hand sanitizers in each classroom, in each common area and in all administrative offices. The District will evaluate its facilities and designate less frequently used areas and restrooms as handwashing stations.

Screening and Social Contracts

1. Visitors with any symptoms consistent with COVID-19 shall be denied entry. Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to the sick bay on site pending travel home.

2. The District will follow the guidelines and directives from the Alameda County Department of Public Health to initiate contact tracing.

3. Families and staff will be required to complete a daily screening survey that will be checked by site administrators or designee. Students and staff who do not pass the screening survey will be directed by site-administrators or designee to stay at home.

Revised Health Screening Questions
As recommended by the Health & Safety Committee
July 22, 2020

Each day, prior to arrival on campuses, all students and staff will be screened for COVID-19 symptoms utilizing an at-home online survey of questions (as recommended by the CDC).

All staff and students must take their temperature each morning prior to attending any PUSD campus/facility and participate in the online screening tool.

Online Screening tool
By answering **"yes"** to any of the following questions, the respective staff member or student is not permitted on campuses and must self-quarantine for 48 hours after the symptoms have subsided.

1. *Since your last day of work, or last visit at a school site, have you had any of these symptoms that is not attributable to another condition?*

    - *Cough*
    - *Shortness of breath or difficulty breathing*
    - *Fever (100° F/37.7° C or greater as measured by an oral thermometer)*
    - *Chills*
    - *Repeated shaking with chills*
    - *Congestion or runny nose*
    - *Diarrhea*
    - *Nausea or vomiting*
    - *Muscle pain*
    - *Headache*
    - *Sore throat*
    - *New loss of taste or smell*
    - *Fatigue*

For questions #2 & #3 -- "close contact" is defined by the CDC as someone who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to specimen collection) until the time the patient is isolated.[1] Additionally, if an employee or student answers "yes" to either question #2 or #3, they must self-quarantine for 14 days from the date of "close contact".

2. *In the past 14 days, have you been in close contact to anyone who was experiencing any of the above symptoms or has experienced any of the above symptoms since your contact?*

3. *In the past 14 days, have you been in close contact to anyone who has tested positive for COVID-19?*

4. *Have you been tested for COVID-19 or are waiting to receive test results?*

[1] https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/appendix.html#contact

5. *Have you tested positive for COVID-19, or are you presumptively positive for COVID-19 based on your health care provider's assessment or your symptoms?*

6. *In the past 14 days, have you **not** worn a mask outside of your home? (If "yes", then the employee or student is prohibited from a PUSD campus for 14 days from the date of being outside without a mask.)*

If a child has symptoms or a fever, an emergency contact person is expected to pick them up within 30 minutes.

Face Coverings

1. All individuals, including staff, students, and visitors, must wear face coverings on campus that cover the mouth and nose consistent with local public health guidance. Face coverings will not be required for anyone who has trouble breathing in an emergency situation or is incapacitated or otherwise unable to remove the covering without assistance. If they are unable to wear a face covering, then they will be required to wear a face shield Reasonable accommodations will be made for students with an IEP, as necessary, or anyone who is unable to wear a face covering for medical reasons. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible in addition to plexi-glass barriers.

2. PUSD will provide plexi-glass screens, face shields, or masks at the request of unit members

Physical Distancing

1. The District shall ensure minimum physical distancing of six (6) feet between employee workspaces.

2. The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

3. Where distancing is not possible (i.e. counseling offices, 1:1 assessments etc) district will provide plexi-glass screens at unit member's request

Student Compliance

1. When students are not wearing masks or maintaining social distancing, or

are out of compliance with any COVID-related county health recommendations, teachers reserve the right to dismiss students from that class. Special considerations and accommodations may be given to students with IEPs who struggle with social distancing guidelines.

2. When a student is dismissed they will be sent to the administration

Traffic Patterns

1. PUSD will ensure that movement through buildings is unidirectional in order to maximize physical distancing, when possible.

2. PUSD will place directional markers at all school sites where needed.

3. PUSD will place physical distancing markers at school sites in high traffic areas where needed.

4. PUSD will designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.

Ventilation

1. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

2. Air filters shall be MERV-13 or higher and changed at the recommended intervals.

3. District will install an inspection record and log that show the date and time the filters were inspected; district will let members know where these are posted.

4. District will not place members in rooms where #1 and #2 cannot be met.

5. District will work to ensure that all classrooms and offices will be able to keep doors and windows open whenever possible; district will provide door stops where needed.

Childcare

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

2. In a hybrid model, the District will reimburse members for child care costs during the school day to mitigate the extra expenses incurred due to schedules in a hybrid model.
    a. The District will reimburse any APT member up to $75 per week (1st child) and up to $50 per week (2nd child) for childcare expenses under a hybrid model under the following conditions:
        i. The child(ren) are of elementary school age.
        ii. The child(ren) attend either the City of Piedmont's Schoolmates Program or a licensed child care program of the employees choice.
        iii. The funding source for this program is 60% Measure H and 40% General Fund.
        iv. For APT members, the total cap in reimbursement is $100,000 for the 20-21 school year ($60,000 Measure H and $40,000 General Fund)
        v. When reimbursement reaches $80,000, the parties shall meet to determine future steps.

Professional Hours & Responsibilities
Instructional Schedules

Transitional Kindergarten and Kindergarten Bell Schedule				
AM Cohort				
Monday*	**All Virtual - DL or Hybrid**		**Tues - Fri**	
Time	**Component**		**Time**	**Component**
8:30-10:00	Common Collaboration Time (no students)		8:30-10:45	Synchronous Instruction Block
10:00-12:15	Instruction Block 1 hour synchronous 1:15 min asynchronous		10:45-12:15	Lunch/play time
12:15-12:45	Lunch		12:15-1:00	45 minutes Specialist Instructional Block**
12:45-1:30	45 minutes Specialist Instructional Block**		2:30-3:00	Professional Responsibilities

** Specialist Instructional Blocks will be a combination of synchronous and asynchronous and will be at consistent times

** Exact timing of specialist blocks may switch in the final schedule

* Mondays are all virtual regardless of Hybrid or Distance Learning Model

Transitional Kindergarten and Kindergarten Bell Schedule				
PM Cohort				
Monday*	**All Virtual - DL or Hybrid**		**Tues - Fri**	
Time	**Component**		**Time**	**Component**
8:30-10:00	Common Collaboration Time (no students)		10:00-10:45	45 minutes Specialist Instructional Block**
11:30-12:15	45 minutes Specialist Instructional Block**		10:45-12:15	Lunch/play time
12:15-12:45	Lunch		12:15-2:30	Synchronous Instruction Block
12:45-3:00	Instruction Block 1 hour synchronous 1:15 min asynchronous		2:30-3:00	Professional Responsibilities

** Specialist Instructional Blocks will be a combination of synchronous and asynchronous and will be at consistent times

** Exact timing of specialist blocks will vary by grade level and will be published for the start of school

* Mondays are all virtual regardless of Hybrid or Distance Learning Model

Grades 1-5 Bell Schedule				
AM Cohort				
Monday*	**All Virtual - DL or Hybrid**		**Tues - Fri**	
Time	**Component**		**Time**	**Component**
8:30-10:00	Common Collaboration Time (no students)		8:30-10:45	Synchronous Instruction Block
10:00-12:15	Instruction Block 1 hour synchronous 1:15 min asynchronous		10:45-12:15	Lunch/play time
12:15-12:45	Lunch		12:15-2:30	60 minutes Specialist Instructional Block**
12:45-3:00	60 minutes Specialist Instructional Block**			+ 45 minutes Asynchronous Instructional Block
	+ 45 minutes Asynchronous Instructional Block		2:30-3:00	Professional Responsibilities

** Specialist Instructional Blocks will be a combination of synchronous and asynchronous and will be at consistent times

** M 12:45-3:00 and T-F 12:15-2:30 is extended to accommodate exact time of specialist class which will vary by grade level - total instruction within this window of time is 105 minutes

* Mondays are all virtual regardless of Hybrid or Distance Learning Model

Grades 1-5 Bell Schedule				
PM Cohort				
Monday*	**All Virtual - DL or Hybrid**		**Tues - Fri**	
Time	**Component**		**Time**	**Component**
8:30-10:00	Common Collaboration Time (no students)		9:00-10:45	60 minutes Specialist Instructional Block**
10:30-12:15	60 minutes Specialist Instructional Block**			+ 45 minutes Asynchronous Instructional Block
	+ 45 minutes Asynchronous Instructional Block		10:45-12:15	Lunch/play time
12:15-12:45	Lunch		12:15-2:30	Synchronous Instruction Block
12:45-3:00	Instruction Block 1 hour synchronous		2:30-3:00	Professional Responsibilities

	1:15 min asynchronous			

** Specialist Instructional Blocks will be a combination of synchronous and asynchronous and will be at consistent times

** M 12:45-3:00 and T-F 12:15-2:30 is extended to accommodate exact time of specialist class which will vary by grade level - total instruction within this window of time is 105 minutes

* Mondays are all virtual regardless of Hybrid or Distance Learning Model

In-Person Model

Cohort A = Yellow // Cohort B = Green

MONDAY (ALL VIRTUAL)	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
PHS/MHS Collaboration/Facu Meeting (TBD) 8:00-8:50				
1 9:00-9:30	1A 8:50-10:05	Office Hours / Testing Center 9:00-10:00	1B 8:50-10:05	Office Hours / Testing Center 9:00-10:00
2 9:40-10:10				
3 10:20-10:50	3A 10:15-11:30	2A 10:15-11:30	3B 10:15-11:30	2B 10:15-11:30
4 11:00-11:30				
Lunch 11:30-12:10	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50
	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20
5 12:20-12:50	5B 12:30-1:45	4B 12:30-1:45	5A 12:30-1:45	4A 12:30-1:45
6 1:00-1:30				
7 1:40-2:10	7B 1:55-3:10	6B 1:55-3:10	7A 1:55-3:10	6A 1:55-3:10
PHS/MHS Collab/Faculty Mtg (2:20-3:00 PMS CCT Timing = Past Pract				

A. General Responsibilities

1. When providing remote instruction in a full Distance Learning model or Hybrid model, **members** will be given the option of working off-site or from their classrooms at their discretion. They will not be required to log their hours or tasks.

2. All unit members will be provided with a 30 minute duty-free lunch. Lunch will be held in spaces that allow for safe distancing and sanitary surfaces.

3. No teachers will be expected to provide new synchronous or asynchronous lessons or live streaming while teaching live in class in a hybrid model but could provide work time and extensions of lessons begun in the in person part of their day

4. Departments/grade levels will have the authority to prioritize and plan instruction in order to address the most essential standards and the teacher will remediate learning loss for their students as needed.

5. Instruction in a hybrid model can include a combination of in-person and distance learning. The Distance Learning component of a Hybrid model can be any combination of synchronous and asynchronous instruction as well as the time value of assignments as determined by a certificated instructor.

6. Bargaining unit members shall not engage in private tutoring during the scheduled school day. Additionally, all members shall follow BP 4137 Tutoring.

7. No teacher will exceed a total of 150 weekly per 1.0 FTE contacts when in-person instruction resumes.

Substitutes

1. In a hybrid model, substitutes will be held to the same screening measures and health protocols as all regular employees.
2. In the event a substitute is not available in a hybrid model, two (2) or more stable student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
3. No teacher will be required to cover a colleague's class, while they are teaching their own, in either the hybrid or distance learning model.

IN-PERSON/HYBRID LEARNING MODEL

1. Unit members shall determine the means and method of providing online or distance learning based on student need as well as the unit members' professional expertise and judgement. In recognition of the need to maintain connections and academic engagement with their students and to provide meaningful feedback, unit members at all levels agree to use a variety of district

approved methods such as synchronous platforms, video, and online discussions.

2. Bargaining unit members are expected to work and be available during regular school hours as defined by the CBA and bell schedule.
3. Recording of live/synchronous virtual instruction will be optional as allowed under the law.
4. The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning and in-person/hybrid learning, including, but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.

Elementary School Gen Ed Teachers, Specialists and PE Teachers

1. **Elementary Gen Ed Teachers -** Teachers will have autonomy to identify needs of students and collaborate in grade level teams to identify instructional priorities and adapt work to fit modified instructional minutes. Primary focus will be on literacy and math but not to the exclusion of other subjects.

2. **Elementary Specialists -** Specialist teachers' instructional minutes will be prorated to their FTE. When providing in-person instruction all specialists will minimize the use of shared equipment use and sanitize equipment when necessary.

Elementary Counselors (HYBRID AND DISTANCE LEARNING MODEL)

1. Elementary counselors will continue performing their regular duties and have the flexibility to adjust sizes of groups, location of service delivery (in-person or remote) in order to meet student needs in compliance with social distancing requirements and safety protocols as outlined in section VII D1-13.

2. Meetings of any kind may be held in-person, by phone, or using a virtual platform at the member's discretion.

High School and Middle School Teachers

1. 1.0 FTE Gen Ed Teacher will provide no more than an average of 20 hours of direct (any combination of in-person and synchronous teaching) instruction per week.

2. Secondary teachers (1.0FTE) will be provided with no less than 475 minutes of prep per week. Allocation of prep minutes for partial FTEs shall be prorated.

3. Middle School Teachers shall utilize the designated CCT as outlined in Article VI of the collective bargaining agreement between the Parties.

4. Middle School Teachers shall utilize the designated CCT as outlined in Article VI of the collective bargaining agreement between the Parties.

5. At the high schools, 1 hour and 30 minutes of time will be provided each week for a combination of collaboration, faculty meetings, and department meetings to be designated as follows:

   Monday Morning Collaboration: 2 teacher directed; 2 administration directed

   1. One Monday morning per month will be a faculty meeting.
   2. One Monday morning per month teacher-directed department meeting.
   3. One Monday morning per month Admin-Directed SAC or Guiding Coalition work.
   4. One Monday morning per month teacher-directed collaboration

   Monday Afternoon Collaboration: 2 teacher directed; 2 administration directed

   1. Two Monday afternoon collaboration times will be teacher directed
   2. Two Monday afternoon collaboration times will be admin directed.
   3. **When there are 5 Mondays in a month,** the additional morning and afternoon time will be teacher-directed collaboration

Secondary Counselors

1. Secondary counselors will continue performing their regular duties and have the flexibility to adjust sizes of groups, location of service delivery (in-person or remote) in order to meet student needs in compliance with social distancing requirements and safety protocols

2. Meetings of any kind may be held in-person, by phone, or using a virtual platform at the member's discretion.

Resource Specialists/SDC/HB Teachers--HYBRID AND DISTANCE LEARNING MODEL

1. Resource Specialists and SDC/HB teachers shall have the flexibility to schedule students with IEPs for services and assessment throughout the school day; outside the in-person, instructional hours of their general education peers.

2. When delivering in-person assessment, behavioral or other counseling therapies, psychologists DIS Providers will be provided with a well-ventilated environment, plus masks and/or plexi-glass shields. Online assessments will be adopted and utilized when possible as allowable by law.

3. Resource Specialists and SDC/HB teachers may include distance learning in IEP service delivery models to the extent required by law.

4. Resource Specialists and SDC/HB Teachers shall schedule and instruct students in a manner that best meets, and with equipment, ventilation and PPE that supports, safety protocols, including social distancing. The district will consider such PPE as identified by these specialists

5. In a hybrid model, at the end of the student day, Resource Specialists and SDC/HB staff may work off-campus.

6. Any additional work related to creating amendments to IEPs in order to address changes in service delivery or other aspect of the IEP due to circumstances which result from COVID-related school schedule and instructional day changes may be charged to a teacher's extra annual sped hours (as described in Appendix A-1 in the CBA). If work outside the professional day to complete the amendments exceeds 21 hours, RSPS and SDC/HB teachers may request additional time required to amend IEPs from their site supervisor. If pre-approved, they will be provided the E10 rate for additional time.

7. IEP meetings will be conducted virtually, as permitted by law.

Mental Health

1. School Psychologists and Wellness staff will provide therapy to students through in-person and remote sessions.
2. Logs documenting services need to be done and turned into the Wellness Center supervisors or to the Special Education office. Continue participation in IEPs.

Designated Instruction Service Providers (School Psychologists, Behavior Specialists, Speech Pathologists, Adaptive Physical Education) -- HYBRID AND DISTANCE LEARNING MODEL

1. DIS Providers are responsible for attending all required meetings under SPED law (e.g. annuals, 30-day placements, manifestation, initial and triennial IEPs).

2. Communication with parents shall be performed in-person, online, or by phone, as permitted by law in order to meet student needs in compliance with social distancing requirements and safety protocols.

3. When delivering in-person assessment, behavioral or other counseling therapies, DIS Providers will be provided with a well-ventilated environment, plus masks and/or plexi-glass shields. During distance learning, online assessments may be adopted and utilized when permissible by law.

4. All Services, including IEP and SST meetings may be delivered virtually, as appropriate when permissible by law in order to meet student needs in compliance with social distancing requirements and safety protocols.

5. DIS Providers shall collaborate with Resource Specialists to provide additional supports for students struggling with blended learning due to their disability.

6. DIS Providers will continue case managing any students and provide IEP counseling therapies, as appropriate.

7. Any additional work related to creating amendments to IEPs in order to address changes in service delivery or other aspect of the IEP due to circumstances which result from COVID-related school schedule and instructional day changes may be charged to a teacher's extra annual SPED days (as described in Appendix A-1 in the CBA). If work outside the professional day to complete the amendments exceeds time described in Appendix A-1, DIS providers may request additional time required to amend IEPs from their site supervisor. If pre-approved, they will be provided the E10 rate for additional time.

8. In a hybrid model, at the end of the student day, DIS staff may work off-campus.

9. When returning to campus to be assessed, students and families will follow safety and health precautions as outlined in section VII.

Program Specialists

1. Provide technical supports for all special education professionals (e.g.teachers-special & general or designated instructional service providers).

2. Manage student programs at non-public school placements.

3. Continue to work on special education cases that have legal involvement or potential legal involvement. They will not be required to make legal decisions.

4. Support the tracking of work assignments of contract workers (e.g. contract behavior technicians).

5. Attend assigned IEP meetings virtually as permissible by law.

Home Hospital Instruction

1. Home hospital teachers will provide 5 hours per week of instruction.

2. This instruction will continue to be provided virtually in a Hybrid or Distance Learning Model.

3. HHI teachers will be responsible for scheduling with the students' families.

Communications & Meetings

1. At all levels, members will be responsible for attending scheduled Faculty meeting once per month.

2. Part-time faculty and members who work at more than one site will only be required to attend the amount of Faculty Meetings as proportional to their FTE.

3. When sites schedule Back to School Nights, they will be virtual.

Adjunct Duties
(See CBA Article VI B7 RE: Adjunct Duty Committees)

Professional Development

1. When remote asynchronous training is required by the District, it can be completed on the members' own time at their discretion.

2. A concerted effort will be made to utilize the knowledge and expertise of unit members. Unit members who are responsible for planning staff development outside of their normal work hours will be compensated at the E10 rate upon

prior approval from an administrator.

i. The three additional days (Measure H Days) will be used for a combination of training, collaboration, and planning time. Every effort will be made to distribute the time equally between the three purposes.

ii. Training that members have completed in the summer may be used for flex PD time for the January 19, 2021 professional development day upon approval of the site administrator.

iii. Site professional learning day will be held on August 13, 2020.

iv. District professional learning day will be held on October 9, 2020.

Curriculum & Materials

PUSD will provide teachers with curriculum and instructional resources necessary for instruction in both a hybrid and Distance Learning models. These materials and resources will be provided to ensure instructional continuity for pupils if a transition between in-person instruction and distance learning.

Grading

Teachers at all levels retain the sole right to determine grades for their students.

Teachers at PMS, PHS, and MHS will provide letter grades for students in 2020-2021.

Elementary teachers will be responsible for completing the current standards based progress report cards using the marking system currently in place. Teachers will work in grade level teams in collaboration with site administrators to determine which items will not be assessed each trimester due to reduced number of instructional minutes in a distance or hybrid instructional model.

Evaluation

Employee evaluations for employees with permanent-status shall be postponed for the period of this MOU. The schedule of evaluation will resume in 2021-2022.

Probationary and Temporary will follow TIP guidelines for goal-setting.

Duration

This MOU shall sunset on June 30, 2021, unless both parties mutually agree to an extension in writing

Side Letter Regarding Assessments

September 22, 2020

The Piedmont Unified School District ("District") and the Association of Piedmont Teachers ("APT"), collectively referred to as Parties, agree to the following terms regarding assessments during Distance Learning and Hybrid Learning Model.

1. The Parties agree to the COVID-19 Assessment Protocol, attached hereto and incorporated herein as Attachment A.

https://docs.google.com/document/d/1xPjRT-Z8yB1Mo2pWqHwNUJpo9uifL7_jEPJ2WzsEQtQ/edit?usp=sharing

2. The Parties agree to the Special Education Health Screener tool, attached hereto and incorporated herein as Attachment B.

https://docs.google.com/document/d/166e222kTmGEISCNwsOajuv4u0YTaahmAM9XDZWSlhwI/edit?usp=sharing

3. The Parties agree that administering assessment virtually might require additional training for some assessors. Each assessor will work individually with their site administrator to determine a plan to utilize professional development time, or time within their workday, or time beyond the work which shall be reimbursed at their respective professional hourly rate utilizing a time sheet.

4. PUSD administrators will create Testing Rooms at each site based on the Anne Eisenmann model that meet the requirements of the COVID-19 MOU and SPED Assessment Protocol. A schedule for Testing Rooms will be established at each site and shared with the administration, assessors, and custodial staff.

5. When Assessors can not meet the assessment timeline, due to a backlog, they will inform the SPED director. The SPED director will contact the family to request that the assessment be postponed.

6. When assessors need to conduct assessments outside the school day, due to the backlog, they may submit a timesheet to their site administrator, for consent and approval. They will be compensated at the E10 rate

7. The intent of this side letter and the attachments is to address the administration of assessments to students and preschoolers. Unless specifically addressed in this side letter, all terms and conditions for APT unit members outlined in the Distance Learning MOU, In Person Learning MOU, and Evaluation MOU will still continue to apply to the assessors.

8. The Parties agree that this side letter shall sunset on June 30, 2021, unless mutually extended by the Parties.

For APT	For the District
_____	_____
President	Superintendent

Return to School 2020-2021 Memorandum of Understanding
In-Person/Hybrid MOU
Side Letter on Secondary Schools Learning Model

Ratified by the PUSD Board of Education on February 10, 2021

Memorandum of Understanding Effective Date:
Opening of Secondary Schools as allowed by the California Department of Public Health and the Piedmont Unified School District Board of Education - June 30, 2021

1. PUSD and APT agree to implement the following Hybrid Learning models for middle and high schools as described below.

2. PUSD and APT agree to the following definitions:

   Synchronous: Synchronous learning refers to all types of learning in which learner(s) and instructor(s) are interacting at the same time in order for learning to take place. This includes in-person classes and live online meetings, as well as times when the whole class or smaller groups get together online or in a combination of in-person and online meetings.

   Asynchronous: Students are working independently on a lesson designed by the teacher, but are not interacting with the teacher at the time

   Concurrent teaching: Teaching two or more groups at the same time in two or more different instructional settings; i.e., teacher is conducting a lesson simultaneously with both in-person and online students. Students are online in a Google Meet or in the classroom at the same time but not necessarily getting simultaneous direct instruction for the entire class session.

   Livestreaming is a form of concurrent teaching in which the teacher uses video and/or audio technology to broadcast the in-person lesson live to students learning from home or engages both the in-person and at-home students in one synchronous lesson.

3. Teachers are responsible for taking daily attendance during a live synchronous check-in at the beginning of each class period.
4. PUSD and APT agree to the following assurances:
    - Teachers will not be responsible for monitoring the chat or for the content of the chat. Teachers will be held harmless for any issues that occur in the chat. If they are aware of issues that occur they will inform their administrators.
    - No part of a class (e.g. live stream or Google Meet) may be recorded without permission of the teacher.
    - Teachers will not be responsible for the behavior of students who are learning from home online. Teachers will be held harmless for any student inappropriate behavior issues that occur while students engage in distance learning. If they are aware of inappropriate behavior that occurs they will inform their administrators.
    - After taking attendance for all students, including those who are on-line, teachers will not be responsible for monitoring the tech issues that those on-line students might have.
    - Unit member will not be negatively evaluated based on classroom instruction and activities that occur in the chat, breakout rooms or online. In the hybrid-model, evaluations and observations will be based on the in-person observation unless the teacher requests an evaluation of online instruction.
    - This agreement will not serve as a precedent for future contracts or agreements. Specifically use of cameras in rooms, concurrent teaching, and live-streaming will not be considered established precedent.
    - When a secondary teacher needs to obtain a new device in order to facilitate distance learning, the District will provide a MacBook laptop computer unless the teacher prefers a Chromebook. The decision on the need will be made in consultation with the site technology coordinators.
    - The district agrees that secondary teachers are allowed to have their secondary-aged children on campus during times those children are not attending in-person learning, if space, social distancing, and supervision are available. PUSD and APT agree to collaborate on finding additional solutions for finding supervision and space for secondary-age students of staff attending PUSD schools.

Piedmont Middle School Learning Model

Proposed two period "Trimester" In-Person Hybrid

Tuesday	Wed	Thur	Friday
1- 6th Grade	OH	1	OH
3- 6th Grade	2	3	2
Lunch	Lunch	Lunch	Lunch
5- 7th Grade	4- 8th Grade	5	4
7- 7th Grade	6- 8th Grade	7	6

Six Weeks

Proposed two period "Trimester" In-Person Hybrid

Tuesday	Wed	Thur	Friday
1- 8th Grade	OH	1	OH
3- 8th Grade	2	3	2
Lunch	Lunch	Lunch	Lunch
5- 6th Grade	4- 7th Grade	5	4
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Proposed two period "Trimester" In-Person Hybrid

Tuesday	Wed	Thur	Friday
1- 7th Grade	OH	1	OH
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Six Weeks

Piedmont High School / Millennium High School

By Grade Level—alternating weeks 9/10 and 11/12

- This model is based on the currently agreed upon hybrid A/B schedule
- Only grades 9/10 come to school in Week #1
- Then only grades 11/12 in Week #2
- and then repeating.

Week #1 Grades 9 & 10 Only

Monday	Tuesday	Wednesday	Thursday	Friday
DL 1				
DL 2	1 9/10 A	OH	1 9/10 B	OH
DL 3	3	2 9/10 A	3	2 9/10 B
DL 4				
DL 5	5 9/10 B	4 9/10 B	5 9/10 A	4 9/10 A
DL 6	7	6	7	6
DL 7				

Week #2 Grades 11 & 12 Only

Monday	Tuesday	Wednesday	Thursday	Friday
DL 1				
DL 2	1 11/12 A	OH	1 11/12 B	OH
DL 3	3	2 11/12 A	3	2 11/12 B
DL 4				
DL 5	5 11/12 B	4 11/12 B	5 11/12 A	4 11/12 A
DL 6	7	6	7	6
DL 7				

Teacher/Student Contacts:

- On 9/10 weeks, 422 students on-campus daily. 211 students at any given time.
- On 11/12 weeks, 470 students on-campus daily. 235 students at any given time
- Student contacts per week depends on each teacher's teaching assignment.

Return to School 2020-2021 Memorandum of Understanding

Addendum to the In-Person/Hybrid MOU
Ratified by the PUSD Board of Education on February 10, 2021

Memorandum of Understanding Effective Date:
Opening of Secondary Schools as allowed by the California Department of Public Health and the Piedmont Unified School District Board of Education - June 30, 2021

1. PUSD and APT agree to implement the following items as an addendum to the In-Person/Hybrid MOU:

    a. FFCRA Leave
        i. Per the timeframe set by the federal government, the COVID related leave provisions outlined in HR 6201 (Families First Coronavirus Response Act) expired on December 31, 2020. APT and PUSD have a shared interest to ensure that every employee feels empowered to exercise safe choices, as it relates to their health and welfare, without loss of earned benefits. PUSD and APT agree that APT bargaining unit employees can continue to receive the benefits provided in HR 6201 until June 30, 2021 or until such time that the government reinstates this or similar provisions for COVID leave.
    b. Vaccines
        i. When unit members are scheduled to receive a vaccine, unit members will make every effort to schedule a vaccine outside of in-person/synchronous teaching hours, and if an appointment is not available, the unit member will work with their site administrator to find coverage.
            1. The absence related to a vaccination appointment must be entered by the unit member into Frontline/AESOP as “school business.”
            2. The unit member shall be permitted up to 120 minutes of “school business” absence due to a vaccination appointment.
        ii. Following the second shot of a COVID vaccine, unit members who are symptomatic will follow the District’s Health Screener and provide instruction in Distance Learning until cleared to return to campus.
        iii. When unit members are too ill to provide the Distance Learning instruction following the second vaccination shot, they will be granted up to two days paid leave as “school business.”
        iv. Unit members are required to provide substitute plans.

c. Health Screener
    i. APT unit members are provided access to the daily health screener dashboard.
    ii. The district will add the following sentence to the Health Screener:
        1. "Traveled out of state recently? Check the California Department of Public Health guidelines for information on pertinent travel guidance."
    iii. Staff will ensure that the student health screener has been completed prior to students entering classrooms.

d. Training
    i. Site admin will provide meeting time to discuss and provide training on the Covid Safety Plan, safety protocols, and other procedures related to the reopening of schools for in-person instruction. Unit members will have an opportunity to learn about the following topics: Covid Safety Plan, ingress and egress and other safety issues, Covid screener including steps to take when you do not pass the screener and need to do remote instruction, monitoring of students in person, quarantine and isolation protocols, student sanitation and hygiene protocols, protocols for students who are non-compliant, reporting safety concerns, and fire drills.
    ii. To address site questions, elementary and secondary administrators will schedule 1) one or more faculty meetings or Admin-directed CCT time for training and review of topics listed above and 2) administrative office hours held one day per week through March to address staff questions and concerns that arise regarding in-person learning. Following these meetings, site administrators will communicate any decisions or pertinent information to all unit members promptly.

e. Staff and Student Testing
    i. The District will follow the staff and student COVID-19 testing procedures as listed in the PUSD COVID Safety Plan (CSP).

Return to School 2020-2021 Memorandum of Understanding

Addendum to the In-Person/Hybrid MOU

PUSD: Randall Booker, Cheryl Wozniak, Adam Littlefield, Ryah Fletcher, Anne Dolid
APT: Gabriel Kessler, Elise Marks, Ben Spencer, Kate Waldron, Katie Terhar

1. PUSD and APT agree to implement the following items as an April 2, 2021 addendum to the In-Person/Hybrid MOU:

   Secondary Schools

   a. Expand middle and high schools in-person learning time to reflect the "checkerboard schedule" from the original in-person MOU.

In-Person Model

Cohort A = Yellow // Cohort B = Green

MONDAY (ALL VIRTUAL)	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
PHS/MHS Collaboration/Facu Meeting (TBD) 8:00-8:50				
1 9:00-9:30	1A 8:50-10:05	Office Hours / Testing Center 9:00-10:00	1B 8:50-10:05	Office Hours / Testing Center 9:00-10:00
2 9:40-10:10				
3 10:20-10:50	3A 10:15-11:30	2A 10:15-11:30	3B 10:15-11:30	2B 10:15-11:30
4 11:00-11:30				
Lunch 11:30-12:10	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50	Teacher Prep Students Off Campu 11:30-11:50
	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20	Staff Lunch 11:50-12:20
5 12:20-12:50	5B 12:30-1:45	4B 12:30-1:45	5A 12:30-1:45	4A 12:30-1:45
6 1:00-1:30				
7 1:40-2:10	7B 1:55-3:10	6B 1:55-3:10	7A 1:55-3:10	6A 1:55-3:10
PHS/MHS Collab/Faculty Mtg (2:20-3:00 PMS CCT Timing = Past Pract				

b. The “checkerboard” schedule will begin on April 26, 2021 for PMS, PHS, and MHS.

c. Piedmont Middle School will initiate the “Step-In” Schedule for PMS for the week of April 19, 2021. PMS will move to the “checkerboard” schedule beginning April 26, 2021.

Piedmont Middle SchoolHybrid Learning Bell Schedule - April 19-23, 2021

MONDAY (ALL VIRTUAL)	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 9:00-9:30	1st period 6A 8:50-10:05	***Office Hours / Testing Center*** 9:00-10:00	1st period 6B 8:50-10:05	***Office Hours / Testing Center*** 9:00-10:00
2 9:40-10:10				
3 10:20-10:50	3rd period 6A 10:15-11:30	2nd period 6A 10:15-11:30	3rd period 6B 10:15-11:30	2nd period 6B 10:15-11:30
4 11:00-11:30				
Lunch 11:30-12:10	***Teacher Prep*** Students Off Campus 11:30-11:50	***Teacher Prep*** Students Off Campus 11:30-11:50	***Teacher Prep*** Students Off Campus 11:30-11:50	***Teacher Prep*** Students Off Campus 11:30-11:50
	Staff Lunch 11:50-12:20	***Staff Lunch*** 11:50-12:20	***Staff Lunch*** 11:50-12:20	***Staff Lunch*** 11:50-12:20
5 12:20-12:50	5th period 7A 8A 12:30-1:45	4th period 7A 8A 12:30-1:45	5th period 7B 8B 12:30-1:45	4th period 7B 8B 12:30-1:45
6 1:00-1:30				
7 1:40-2:10	7th period 7A 8A 1:55-3:10	6th period 7A 8A 1:55-3:10	7th period 7B 8B 1:55-3:10	6th period 7B 8B 1:55-3:10
PMS CCT for staff				

d. Teachers at the secondary level will continue to provide instruction to both their hybrid and full-Distance Learning students using a combination of concurrent teaching and asynchronous teaching, as defined in the Return to School 2020-2021 Memorandum of Understanding In-Person/Hybrid MOU Side Letter on Secondary Schools Learning Model - Ratified by the PUSD Board of Education on February 10, 2021.

e. Secondary teachers will check the health screener for the students listed on their class roster.
    i. A regularly scheduled staff meeting will be held on or prior to April 26, 2021 in order to train teachers and staff on how to facilitate the daily review of the health screener.

2. PUSD agrees to provide a $1000 stipend for all APT members.

COVID-19 Health and Safety Memorandum of Understanding Tentative Agreement Between the Piedmont Unified School District (PUSD) and the Association of Piedmont Teachers (APT)

APT Negotiators: Ashley English, Jennifer Gulassa, Ben Spencer, Katie Terhar
PUSD Negotiators: Anne Dolid, Ryan Fletcher, Adam Littlefield, Cheryl Wozniak

Effective date: October 20, 2021 - June 3, 2022

Health and Safety Steering Committee
PUSD and APT agree to follow the health and safety mandates and guidelines outlined by the California Department of Health and Alameda County Public Health Department.

When there are questions about how to interpret any of the health and safety guidelines, PUSD and APT agree to follow the guidance of the Health and Safety Steering Committee.

When APT members have questions or concerns about health and safety, we agree that these topics will be brought before the Health and Safety Steering Committee and their recommendations will be reported back to APT by the APT representatives (three nurses and one classroom teacher) who sit on the H&S Steering Committee.

Outdoor Eating
Students will eat outside in most conditions. Per the Health and Safety Steering Committee, when the air quality index (AQI) is 199 or below, students without health restrictions will continue to eat outdoors. Accommodations for indoor eating will be made for students with medical conditions.

Parent/Teacher Meetings
Meetings with individual APT members and parents/community members can be held in person or virtually at the discretion of individual members and mutually agreed upon by parents, except when not permitted by law.

Designated Space for Sick Students
Each school site will have a designated space for sick students. This location will be separate from the main office.

TK-5th Grade Partial Class Quarantine

1. As teachers will still be attending to in-person instruction, students who are quarantined will be supported through independent study style materials in math and literacy. Assignments in other subject areas can be provided at the discretion of the teacher. Teachers will prepare materials so that students are supported with current classroom instruction. Materials will be provided within 24 hours of the start of quarantine, not including the weekend. Teachers will be compensated at the E-10 hourly rate for up to 5 hours during the quarantine period.
2. Because the primary focus of teachers will be on students in the classroom, teachers are not expected to provide online instruction or hybrid instruction during a partial quarantine.
3. On the day that the quarantined students are scheduled to meet with specialists, teacher specialists will provide classroom teachers with a link to an activity that does not require teacher feedback or response.

Full Class Quarantine

1. Students will be supported through independent study style materials in math and literacy. Assignments in other subject areas can be provided at the discretion of the teacher. Teachers will prepare materials so that students are supported with current classroom instruction. Materials will be provided within 24 hours of the start of quarantine, not including the weekend.
2. As teachers will not be attending to in-person instruction, all students will be provided no less than a 30 minute synchronous check in daily. Teachers have the flexibility of groupings (whole class vs. groups) and time during the day that this will occur.
3. On the day that the quarantined students are scheduled to meet with specialists, teacher specialists will provide classroom teachers with a link to an activity that does not require teacher feedback or response.

Individual Student Quarantine/Isolation

1. As teachers will still be attending to in-person instruction, students who are quarantined will be supported through independent study style materials in math and literacy. Assignments in other subject areas can be provided at the discretion of the teacher.
    a. Teachers will prepare materials that are review and/or project orientated, and that can be used at any point during the year.
    b. Teachers will be compensated at the E-10 hourly rate for up to 5 hours to prepare materials that can be used interchangeably for any student at any point in the year.

c. Materials will be provided within 24 hours of the start of quarantine, not including the weekend.

Secondary Quarantine

1. As teachers will still be attending to in-person instruction, students who are quarantined will have access to all assignments via Schoology.
    a. Teachers will post materials and assignments on Schoology and will direct students to that platform for their assignments.
        i. In special circumstances, and in consultation with site administrators, teachers can be compensated at the E-10 hourly rate, for assignments that cannot be replicated outside of the classroom setting.
    b. Materials will be posted within 24 hours of the start of quarantine, not including the weekend.

COVID Leave

1. If there is a period of school site closure or student dismissal due to COVID-19, all bargaining unit members shall continue to receive full pay and benefits in 2021-2022.
2. As per APT and PUSD agreement, employees can use up to 10 days of paid sick leave at the employee's regular rate of pay where the employee, their minor child, or a dependent member of the household:
    a. Is unable to work because the employee, their minor child, or a dependent member of the household is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider).
    b. Is experiencing COVID-19 symptoms and seeking a medical diagnosis and/or
    c. Is getting a vaccination or a booster shot, or
    d. Experiences strong side effects as a result of vaccination or a booster shot
3. When an employee is potentially exposed to coronavirus and instructed by a district nurse to isolate or quarantine at home, the employee will either access the COVID-related leave (as outlined in this section) or be allowed to work from home for up to 10 working days, if a remote assignment is available, and will be expected to self-isolate.
4. The parties recognize that such leave shall be available to all bargaining unit members in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

This MOU only goes into effect if APT and the School Board ratify a new schedule that includes required time beyond duties currently defined in the contract.

- This MOU will sunset on June 2, 2023.

- APT will hold a referendum on the bell schedule among faculty at the beginning of January 2023, and the Bell Schedule Committee will reconvene no later than January 31, 2023 to look at the results of the referendum and consider any needed changes.

- For the duration of this MOU, a full time teaching position at secondary shall consist of direct responsibility for 5 of 7 periods of regular class time, plus direct supervision of Academy (what was called "Advisory / Office Hours" at PMS and "Required Time" at the high schools on the Pilot Schedule).

- Administrators will communicate with teachers to gather their priorities around Master Schedule requests. Efforts will be made to accommodate individual teacher priorities in terms of rooms, courses taught, sections of courses, prep periods, and, if desired, having a prep period every day.

- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

- Academy periods designated for academic support can be used by individual students for on-campus commitments that include: Wellness Center visits or Wellness Center support groups, counselor meetings, College & Career Center meetings, college visits, leadership training, and/or participation in Student Senate.

- For up to the remaining 25% (approximately one every other week), and with the shared desire to provide increased social & emotional support for students along with other school wide initiatives (e.g., addressing student stress and promoting equity), teachers and administrators have agreed that any of the following list of presentations/activities may occur during Academy at the discretion of administrators without further teacher approval:

Rallies, Student/Staff Competitions, Consent Assembly & Debrief (HS), Admin Talks, BESS Screener, Healthy Kids Survey, Challenge Success Survey, Title IX Survey, Course Preview Day (HS), Career Day (HS), Common Sense Media Lessons (MS), Grade Level Counselor Visits, College App/Naviance Presentations (HS), and/or Graduation instructions (8th & 12th grades).

- In addition, within up to the 25% of Academy periods designated for school-wide initiatives, teachers agree to host well-prepared student presentations/workshops (for example ones by Piedmont4Consent, the Diversity Club, or the Gender Sexuality Alliance) and host or teach other SEL activities/lessons that have been presented to and approved by the majority of teachers serving on the SAC during the month prior to the proposed Academy time. The approved lesson plans (including any slides or other presentation materials) will be shared with teachers as soon as they are approved, at minimum two weeks in advance of the proposed Academy time, and any physical materials needed will be given to teachers at least two days in advance of the program date. If no programming is prepared and approved for a given date, that period will be used for tutorial / academic support.

- At PMS, teachers will be given one admin-directed CCT date in the 2021-22 school year, 3 hours of the Site PL Day in 2022-23, and one admin-directed CCT date in the first semester of the 2022-2023 school year to prepare for the adjustment to covering curriculum in the longer block periods, and for the shift from 4 to 3 class meetings per week. At PHS and MHS, teachers will be given a minimum of one hour of the Site PL Day to prepare for logistical aspects of Academy time (i.e., training on responsive scheduling for tutorial).

- For each approved SEL lesson to be led by a teacher, teachers will be given time during administration-directed collaboration time to review and discuss the lesson or activity.

ACADEMY MOU for 2023-2024

- This MOU will sunset on June 3, 2024.

- APT will hold a referendum on the bell schedule among faculty at the beginning of January 2024, and the Bell Schedule Committee will reconvene no later than January 31, 2024 to look at the results of the referendum and consider any needed changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2024-2025, APT will hold an internal referendum on whether to negotiate another MOU for 2024-2025 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

- For the duration of this MOU, a full time teaching position at secondary shall consist of direct responsibility for 5 of 7 periods of regular class time, plus direct supervision of Academy (what was called "Advisory / Office Hours" at PMS and "Required Time" at the high schools on the Pilot Schedule).

- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

- Academy periods designated for academic support can be used by individual students for on-campus commitments that include: Wellness Center visits or Wellness Center support groups, counselor meetings, College & Career Center meetings, college visits, leadership training, and/or participation in Student Senate.

- For up to the remaining 25% (approximately one every other week), and with the shared desire to provide increased social & emotional support for students along with other school wide initiatives (e.g., addressing student stress and promoting equity), teachers and administrators have agreed that any of the following list of presentations/activities may occur during Academy at the discretion of administrators without further teacher approval:

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- In addition, within up to the 25% of Academy periods designated for school-wide initiatives, teachers agree to host well-prepared student presentations/workshops (for example ones by Piedmont4Consent, the Diversity Club, or the Gender Sexuality Alliance) and host or teach other SEL activities/lessons that have been presented to and approved by the majority of teachers serving on the SAC during the month prior to the proposed Academy time. The approved lesson plans (including any slides or other presentation materials) will be shared with teachers as soon as they are approved, at minimum two weeks in advance of the proposed Academy time, and any physical materials needed will be given to teachers at least two days in advance of the program date. If no programming is prepared and approved for a given date, that period will be used for tutorial / academic support.

- For each approved SEL lesson to be led by a teacher, at the discretion of each site's SAC, reasonable time will be set aside during administration-directed CCT for teachers to review and discuss the lesson or activity in preparation for leading it.

TENTATIVE AGREEMENT

ACADEMY MOU FOR 2024-2025

- This MOU will sunset on June 5, 2025.

- The Bell Schedule Committee will reconvene by October 15, 2024 to consider possible changes to the placement of Academy in the school day and any other changes the Committee wishes to consider.

- APT will hold a referendum on the bell schedule among faculty no later than the beginning of January 2025, and the Bell Schedule Committee will reconvene no later than January 31, 2025 to look at the results of the referendum and consider any needed changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2025-2026, APT will hold an internal referendum on whether to negotiate another MOU for 2025-2026 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

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- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration. Those who have no other teaching duties on Academy days are exempt.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

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TENTATIVE AGREEMENT

ACADEMY MOU FOR 2024-2025

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- The Bell Schedule Committee will reconvene by October 15, 2024 to consider possible changes to the placement of Academy in the school day and any other changes the Committee wishes to consider.

- APT will hold a referendum on the bell schedule among faculty no later than the beginning of January 2025, and the Bell Schedule Committee will reconvene no later than January 31, 2025 to look at the results of the referendum and consider any needed changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2025-2026, APT will hold an internal referendum on whether to negotiate another MOU for 2025-2026 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

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- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration. Those who have no other teaching duties on Academy days are exempt.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

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TENTATIVE AGREEMENT

ACADEMY MOU for 2024-2025

- This MOU will sunset on June 5, 2025.

- The Bell Schedule Committee will reconvene by October 15, 2024 to consider possible changes to the placement of Academy in the school day and any other changes the Committee wishes to consider.

- APT will hold a referendum on the bell schedule among faculty no later than the beginning of January 2025, and the Bell Schedule Committee will reconvene no later than January 31, 2025 to look at the results of the referendum and consider any needed changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2025-2026, APT will hold an internal referendum on whether to negotiate another MOU for 2025-2026 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

- For the duration of this MOU, a full time teaching position at secondary shall consist of direct responsibility for 5 of 7 periods of regular class time, plus direct supervision of Academy.

- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration. Those who have no other teaching duties on Academy days are exempt.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

- Academy periods designated for academic support can be used by individual students for on-campus commitments that include: Wellness Center visits or Wellness Center support

groups, counselor meetings, College & Career Center meetings, college visits, leadership training, and/or participation in Student Senate.

- For up to the remaining 25% (approximately one every other week), and with the shared desire to provide increased social & emotional support for students along with other school wide initiatives (e.g., addressing student stress and promoting equity), teachers and administrators have agreed that any of the following list of presentations/activities may occur during Academy at the discretion of administrators without further teacher approval:

  Rallies, Student/Staff Competitions, Consent Assembly & Debrief (HS), Admin Talks, SEL Screeners, Healthy Kids Survey, Challenge Success Survey, CAASPP testing, Title IX Survey, Course Preview Day (HS), Career Day (HS), Common Sense Media Lessons (MS), Grade Level Counselor Visits, the Great Shakeout (all grades), College App/Naviance Presentations (HS), and/or Graduation instructions (8th & 12th grades).

- In addition, within up to the 25% of Academy periods designated for school-wide initiatives, teachers agree to host well-prepared student presentations/workshops (for example ones by Piedmont4Consent, the Diversity Club, or the Gender Sexuality Alliance) and host or teach other SEL activities/lessons that have been presented to and approved by the majority of teachers serving on the SAC during the month prior to the proposed Academy time. The approved lesson plans (including any slides or other presentation materials) will be shared with teachers as soon as they are approved, at minimum two weeks in advance of the proposed Academy time, and any physical materials needed will be given to teachers at least two days in advance of the program date. If no programming is prepared and approved for a given date, that period will be used for tutorial / academic support.

- For each approved SEL lesson to be led by a teacher, at the discretion of each site's SAC, reasonable time will be set aside during administration-directed CCT for teachers to review and discuss the lesson or activity in preparation for leading it.

Tentative Agreement Between the Piedmont Unified School District and The Association of Piedmont Teachers

Collective Bargaining Agreement
Tentative Agreement
2023-24

Piedmont Unified School District	Association of Piedmont Teachers
Jennifer Hawn, Superintendent	Elise Marks, APT President
Karyn Shipp	Craig Best
Sukanya Goswami	Katie Terhar
Irma Muñoz	Mercedes Foster

TENTATIVE AGREEMENT

ACADEMY MOU for 2025-2026

- This MOU will sunset on June 4, 2026.

- APT will hold a referendum on the bell schedule among faculty no later than the beginning of January 2026, and the Bell Schedule Committee will reconvene no later than January 30, 2026 to look at the results of the referendum and consider any needed changes.

- If the referendum is once again positive on Academy and the Bell Schedule Committee does not feel any changes need to be made to the Bell Schedule for 2026-2027, APT will hold an internal referendum on whether to negotiate another MOU for 2026-2027 <u>or</u> to begin negotiations on the question of making Academy supervision part of our regular contract.

- For the duration of this MOU, a full time teaching position at secondary shall consist of direct responsibility for 5 of 7 periods of regular class time, plus direct supervision of Academy.

- Part-time teachers will be responsible for supervising the Academy period at a percentage of time proportional to their FTE, to be scheduled by meeting with administration. Those who have no other teaching duties on Academy days are exempt.

- In response to the clearly expressed desire for additional academic support as expressed on student, teacher, and parent surveys, at PHS and PMS, the sum total of Academy time used for academic support (i.e., traditional Tutorial or Office Hours) shall be at least 75% of the overall periods designated for Academy. At MHS, the staff and the site administrator will confer and determine the percentage of Academy periods to be used for academic support and for SEL or traditional MHS Advisory activities.

- Academy periods designated for academic support can be used by individual students for on-campus commitments that include: Wellness Center visits or Wellness Center support groups, counselor meetings, College & Career Center meetings, college visits, leadership training, and/or participation in Student Senate.

- For up to the remaining 25% (approximately one every other week), and with the shared desire to provide increased social & emotional support for students along with other school wide initiatives (e.g., addressing student stress and promoting equity), teachers and administrators have agreed that any of the following list of presentations/activities may occur during Academy at the discretion of administrators without further teacher approval:

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Tentative Agreement Between the Piedmont Unified School District and The Association of Piedmont Teachers

Collective Bargaining Agreement
Tentative Agreement
2025-26

Piedmont Unified School District	Association of Piedmont Teachers
Jennifer Hawn, Superintendent	Elise Marks, APT President
Karyn Shipp	Craig Best
David Yoshihara	Mercedes Foster
Irma Muñoz	Kate Waldron