

Pleasanton Unified School District
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.</p>	
<p style="text-align: center;">_____ District Superintendent (or Designee) (Signature)</p>	<p style="text-align: center;">_____ Date</p>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on <u>June 28, 2016</u>, took action to approve the proposed Agreement with the <u>Association of Pleasanton Teachers</u> Bargaining Unit.</p>	
<p style="text-align: center;">_____ President (or Clerk), Governing Board (Signature)</p>	<p style="text-align: center;">_____ Date</p>

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of PLEASANTON UNIFIED SCHOOL District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the ASSOCIATION OF PLEASANTON TEACHERS Bargaining Unit, during the term of the agreement from JULY 1, 2016 to JUNE 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Ending Balance Increase (Decrease)			

N/A X (No budget revisions necessary)

 These projections are based on the attached assumptions, which become an integral part of this document.



 District Superintendent (Signature)

6/20/16

 Date

JIM HANSEN

 Interim District Superintendent (Type Name)



 Deputy Superintendent of Business Services (Signature)

06/17/16

 Date

MICAELA OCHOA

 Deputy Superintendent of Business Services (Type Name)



Summary of Tentative Agreement with the
Association of Pleasanton Teachers
2016-17

No Budget Impact Settlement Document
(as required by the Alameda County Office of Education)

**Article 6 – Leaves of Absence
Catastrophic Leave Program**

Each probationary and permanent bargaining unit member can access up one hundred (100) days of extended sick leave. Participation is voluntary. Catastrophic may not be used for an illness or disability which qualifies the unit member for Workers' Compensation benefits. All contributions to the Program shall be from the unit member's annual allotment of Personal Necessity days.

Pilot Program regarding Collaboration

Pilot program for collaboration will continue as specified on the Memorandum of Understanding (MOU).

Certification of No Budget Impact Settlement

Micaela Ochoa
Deputy Superintendent, Business Services (Signature)

06/23/16
Date

MICAELA OCHOA
Deputy Superintendent, Business Services (Type Name)

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**ARTICLE 6
LEAVES OF ABSENCE**

The Parties agree to add the following to Article 6. The remainder of Article 6 shall remain status quo

6.21 Catastrophic Leave Program

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

6.21.1. General Provisions

- 6.21.1.1: Participation in the Program is voluntary. Only unit members who are contributors to the Program (and who remain members in good standing) will be permitted to withdraw days from the Program.
- 6.21.1.2: Catastrophic Leave may not be used for an illness or disability which qualifies the unit member for Workers' Compensation benefits.
- 6.21.1.3: A unit member on Catastrophic Leave shall not accrue any other District-paid leave.

6.21.2. Eligibility to Participate in the Program

- 6.21.2.1: Only bargaining unit members with permanent status may participate in the Program.
- 6.21.2.2: To participate in the Program, a unit member must have at least ten (10) days of accrued sick leave remaining after contributing to the Program.

6.21.3. The Program

6.21.3.1: Contributions of Days

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

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- a. Transfers of eligible leave credits are irrevocable, and shall be contributed and utilized in not less than half-day increments.
- b. The contribution must be authorized in writing by the unit member on the form approved by the Joint Committee (see Section 6.21.3.3.1).

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

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

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

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

- a. The member may, within thirty (30) calendar days of notice of an additional required contribution, either contribute or cancel his/her participation in the Program.
- b. If a mid-year contribution is required and a current participant does not have any Personal Necessity days remaining, the member may contribute a sick day.

6.21.3.2: Withdrawal of Days

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

- a. The unit member shall have suffered a severe, incapacitating illness or injury which is defined as an illness or injury that is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.
- b. The time off work must create a financial hardship for the unit member because he/she has exhausted all paid leave for illness or injury (e.g. personal sick leave, extended sick leave, etc.).

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- 6.21.3.2.2: No unit member may utilize any Catastrophic Leave benefit unless he/she has previously contributed to the Program. There shall be a forty-five (45) calendar day waiting period between a unit member's donation of Catastrophic Leave credit(s), and his/her utilization of Catastrophic Leave credits.
- 6.21.3.2.3: Application shall be made by the unit member when it becomes apparent that Catastrophic Leave may be needed.
- 6.21.3.2.4: Family members may apply for Catastrophic Leave on behalf of the unit member.
- 6.21.3.2.5: If no Catastrophic Leave days are available in the Program, the District has no obligation to provide leave.
- 6.21.3.2.6: Leave is granted for up to thirty (30) work days at a time, to a maximum of ninety (90) work days per catastrophic illness or injury.

6.21.3.3: Administration of the Program

- 6.21.3.3.1: A Joint Association-District Committee ("Joint Committee") comprised of two (2) representatives of each party must determine and certify that the unit member is eligible for Catastrophic Leave, and is unable to work due to the severity of that personal illness or injury based upon adequate proof of illness or injury. The Association representatives shall be participants in the Program.
- 6.21.3.3.2: The Joint Committee is responsible for maintaining the records of the Program, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and the District.
- 6.21.3.3.3: The Joint Committee shall make recommendations for continuation or termination of the Program to the District and the Association based on number of credits donated in a year, use of benefits by unit members and credits remaining in the Program.
- 6.21.3.3.4: The District and the Association shall instruct their appointees to the Joint Committee to make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits. However, there shall be no liability or recourse if this confidentiality is not maintained.
- 6.21.3.3.5: If the Program is terminated, any unused sick leave credits in the Program shall be returned on a proportionate basis to Program participants currently employed by the District who did not utilize Catastrophic Leave benefits.

APT
Janice Clark

For the District
Dianne Howell
6/7/16
14.20 Attachment 6

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~~Attachment #6 to~~
Tentative Agreement
June 7, 2016

MEMORANDUM OF UNDERSTANDING
between the
PLEASANTON UNIFIED SCHOOL DISTRICT
and the
ASSOCIATION OF PLEASANTON TEACHERS
Pilot Program re Collaboration 2016/2017

The Pleasanton Unified School District ("District") and the Association of Pleasanton Teachers ("APT" or "Association") have entered into this Memorandum of Understanding ("MOU") to continue the pilot program for collaboration.

- A. Provisions for a Common District-Wide Collaboration Time**
 - 1. Each Wednesday shall be a Late Start.
 - 2. As needed, minutes shall be added at each site to ensure compliance with State-mandated instructional minutes.

- B. High School**
Of the Late Start Wednesdays, 24 shall be collaboration:
 - 12 shall be Collaboration Council led.
 - 12 shall be Admin led Collaboration with teacher input.

- C. Middle School**
Continue utilizing the existing contract language.

- D. Elementary**
A 6-week rotation
 - 2 Admin led Collaboration with teacher input (principal has option to donate one or both to teachers as needed)
 - 3 Collaboration Council led
 - 1 K-5 Preparation

Note: 1) Order of rotation established by each site; 2) the Wednesday of the last week of the school year is designated as preparation time for teachers.

This MOU shall be null and void at close of business on June 30, 2017 unless extended by the parties.

FOR THE ASSOCIATION OF
PLEASANTON TEACHERS

By: Janice Clark

Date: 6/7/16

FOR THE PLEASANTON UNIFIED
SCHOOL DISTRICT

By: Siame Howell

Date: 6/7/16