

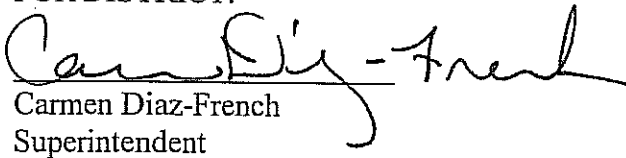
**SUMMARY OF TENTATIVE AGREEMENTS
BETWEEN
PINER-OLIVET UNION SCHOOL DISTRICT
AND
PINER-OLIVET EDUCATORS' ASSOCIATION**

This Tentative Agreement and Memorandum of Understanding are entered into between the Piner-Olivet Union School District ("District") and Piner-Olivet Educators' Association ("POEA") to finalize all negotiations issues for the 2016-17 school year, except for Evaluations, that the parties agree will be a mutual reopener for 2017-18.

<u>Article</u>	<u>Description</u>	<u>Date Agreed</u>
XIII	Benefits	March 29, 2017
XV	Salaries	March 29, 2017
MOU	4-6 Report Cards Preparation	November 3, 2016 and March 29, 2017
MOU	K-6 Combination Classes	November 3, 2016 and March 29, 2017
MOU	Kindergarten Teacher Workday	September 27, 2016 and March 29, 2017
MOU	POCS Teaching Hours	November 3, 2016
MOU	Professional Development	September 27, 2016
MOU	TK/K-6 Teaching Hours	March 29, 2017
XVI	Calendar	March 29, 2017
XXII	Professional Development	March 29, 2017
MOU	Retirement Incentive	February 6, 2017
MOU	2017 Retiree Health Benefits	March 29, 2017

Negotiations Completed Wednesday, March 29, 2017

FOR DISTRICT:


Carmen Diaz-French
Superintendent

3-29-17

Date

FOR POEA:


Deanne Bonta

3-29-17

Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2016 - 2017
Teaching Hours – Support for Grades 4 – 6 Teachers

The parties met on November 3, 2016 and agreed that in recognition of the higher number of students in grades 4 – 6 classes, grades 4 – 6 teachers would be allowed up to two half-days of release time during the 2016-2017 school year to prepare report cards.

Signatures:

Deanne Bonta
Deanne Bonta, POEA Representative

11/3/16
Date

Carmen Diaz-French
Carmen Diaz-French, District Representative

11/3/16
Date

TENTATIVE AGREEMENT
between
PINER-OLIVET UNION SCHOOL DISTRICT
and
PINER-OLIVET EDUCATORS' ASSOCIATION

This Tentative Agreement is part of a comprehensive package proposal to conclude negotiations, for 2016-17 and is contingent on all other items of the package being acceptable.

ARTICLE XIII – BENEFITS

1. Health Insurance

A. Full-Time Unit Members

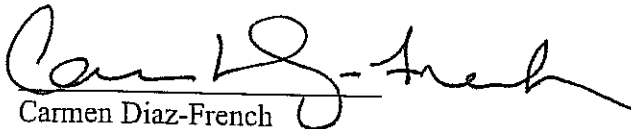
The Board shall provide all full-time unit members and their eligible family members an amount available for the health benefits cap beginning October 1, 2016 of six hundred eighty-eight dollars (\$688.00) per month. Effective October 1, 2017, a three tier cap will be in effect: Employee Only – seven hundred dollars (\$700.00) per month; Employee Plus One – eight hundred dollars (\$800.00) per month; Family – nine hundred dollars (\$900.00) per month. [Rest of paragraph remains unchanged]

ARTICLE XV – SALARIES

5. Salary Schedule

See attached salary schedule. For 2016-17, retroactive to July 1, 2016, the Teachers Salary Schedule shall be increased by one percent (1.0%). For 2017-18 two (2) Professional Development Days shall be added to the Salary Schedule for that year.

FOR DISTRICT:



Carmen Diaz-French
Superintendent

3-29-17
Date

FOR POEA:



Deanne Bonta

3-29-17
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2017 - 2018
Teaching Hours – Support for Grades 4 – 6 Teachers

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Signatures:

Deanne Bonta
Deanne Bonta, POEA Representative

3-29-17
Date

Carmen Diaz-French
Carmen Diaz-French, District Representative

3-29-17
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2016-2017
Combination Classes K-6

The parties met on November 3, 2016 and agreed that every effort would be made to avoid combination classes. In the event that combination classes are unavoidable, the parties agreed to the following:

1. Class size:
 - (a) In a combination class, every effort will be made not to exceed a class size of 3 less than the established grade level average.
 - (b) Every effort will be made to create an appropriate combination class, while maintaining a reasonable balance throughout the grade level.
 - (c) The Administrative Regulation 6600 "rule of four" does not apply to combination classes.

2. Assignment of teachers to combination classes:
 - (a) When there is a need for a combination class, the site administrator will meet with the affected grade level staff and ask for volunteers.
 - (b) When there is a need to staff a combination class and there is no volunteer in the affected grade level, transfer(s) will occur according to the applicable provisions of Article 10, Transfers.
 - (c) Every effort will be made to avoid assignment of a year 1 NCTIP teacher or a PAS referred teacher to a combination class.
 - (d) While considering the needs of students and the District, efforts will be made to rotate assignment to combination class(es).

3. Combination class teachers shall be eligible for the following:
 - (a) Training/staff development to prepare for two grade levels, including release time to visit other combination classes.
 - (b) Full sets of instructional materials for both classes.
 - (c) Additional money for materials (double the "red folder" money).

4. In an effort to allow the combination class teachers to teach only one grade level in reading and math, flexible groupings of cross-grade level students for reading and math is encouraged.

Signatures:

Deanne Bonta
Deanne Bonta, POEA Representative

11/3/16
Date

Carmen Diaz-French
Carmen Diaz-French, District Representative

11/3/16
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2017-2018
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 - (b) When there is a need to staff a combination class and there is no volunteer in the affected grade level, transfer(s) will occur according to the applicable provisions of Article 10, Transfers.
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Signatures:

Deanne Bonta
Deanne Bonta, POEA Representative

Carmen Diaz-French
Carmen Diaz-French, District Representative

3-29-17
Date

3-29-17
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
KINDERGARTEN TEACHER WORKDAY
2016-2017**

The purpose of this MOU is to address issues related to the Kindergarten Teacher workday. The parties met on September 27, 2016 and agreed to the following for the 2016-2017 school year only:

1. From the first day of school through the Friday before Veteran's Day, the kindergarten students' day will end at 1:25 p.m.
2. Beginning on the first school day of the following week, the kindergarten students' day will end at 1:45 p.m. On this same day kindergarten focus groups shall begin and will be for a minimum of 25 minutes in duration.

Signatures:

Deanne Bonta
Deanne Bonta, Head Negotiator

9-27-16
Date

Scott Mahoney
Scott Mahoney, Ed. D., Interim Superintendent

9.27.16
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
KINDERGARTEN TEACHER WORKDAY
2017-2018**

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1. From the first day of school through the Friday before Veteran's Day, the kindergarten students' day will end at 1:25 p.m.
2. Beginning on the first school day of the following week, the kindergarten students' day will end at 1:45 p.m. On this same day kindergarten focus groups shall begin and will be for a minimum of 25 minutes in duration.

Signatures:

Deanne Bonta
Deanne Bonta, Head Negotiator

3-29-17
Date

Carmen Diaz-French
Carmen Diaz-French, Superintendent

3-29-17
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING
2016-2017
POCS Teaching Hours

The parties met and agreed to the following:

- 1) POCS teachers recognize that research shows teacher collaboration has a significant effect on positive student achievement. Collaboration is an integral component of the POCS program established by the POCS charter. In order to provide the time necessary for teacher collaboration, instructional time is adjusted in the following ways:
 - a) Student instructional time is reduced by one and half hours one day per week.
 - b) To make up the instructional time, the school morning time is extended by 20 minutes each student day.
- 2) Wednesday collaboration time is used in the following ways:
 - a) A minimum of two meetings a month focused directly on student learning: once a month Department meetings and once a month Team Teacher meetings.
 - b) Whole staff collaboration and planning with teacher input and Faculty meeting concerns.
- 3) Wednesday collaboration meetings will begin at 1:25 and finish by 2:50 p.m. or before. The agenda will be distributed at least 24 hours before the meeting. Teachers wanting to place specific items on the agenda will submit them in the manner agreed upon by the staff.
- 4) On shortened student days, teacher work hours will end at the usual time.
- 5) During report card/progress report time, Open House, Back to School Night, Orientation Night, etc., administration may allow for modification of the content of Wednesday collaboration meetings.
- 6) POCS staff meets weekly on Wednesdays. Monthly Faculty meetings will be conducted within the Wednesday meeting time. POCS will find a way to cover District meeting concerns within the Wednesday time frame and will not hold a separate District faculty meeting.
- 7) The subjects of Professional Development days will be scheduled with staff input.

Signatures:

Deanne Bonta
Deanne Bonta, Head Negotiator POEA

Nov. 3, 2016
Date

Carmen Diaz-French
Carmen Diaz-French, District Representative

Nov. 3, 2016
Date

PINER-OLIVET UNION SCHOOL DISTRICT
PINER-OLIVET EDUCATORS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2016-2017
Professional Development

The parties met on September 27, 2016, and agreed that unit members who had completed three (3) full days of voluntary professional development during 2016-2017 and attended or wished to attend further District-approved voluntary professional development outside of the workday, the District would provide those unit members a fourth (4th) day at the unit member's daily rate and with further compensation for up to twelve (12) additional hours at a rate of fifty dollars (\$50) per hour. Unit members must turn in a District timesheet to receive compensation.

Signatures:

Deanne Bonta
Deanne Bonta, POEA Representative

9-27-16
Date

Scott Mahoney
Scott Mahoney, Ed. D., Interim Superintendent

9/27/16
Date

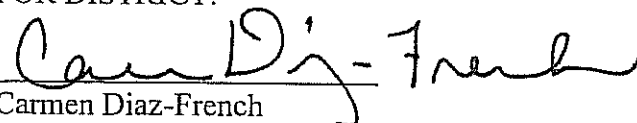
**MEMORANDUM OF UNDERSTANDING
BETWEEN
PINER-OLIVET SCHOOL DISTRICT
PINER-OLIVET EDUCATORS' ASSOCIATION
March 29, 2017**

This Memorandum of Understanding ("MOU") is entered into, by and between the Piner-Olivet School District ("District") and Piner-Olivet Educators' Association ("POEA"), on March 29, 2017 to address TK/K-6 Teaching Hours for 2017-18.

The parties have met and agreed as follows:

1. TK/K-6 teachers recognize that research shows teacher collaboration has a significant effect on positive student achievement. In order to provide the time necessary for teacher collaboration, instructional time is adjusted in the following ways.
 - a) Student instructional time is reduced by one hour and thirty-two minutes per week for one day per week.
 - b) To make up for the instructional time, the school day will begin at 8:20 a.m. and end at 2:39 p.m. on Monday, Tuesday, Thursday, and Friday.
 - c) Shortened days will end at 12:40 p.m. TK/Kindergarten days will end at 12:00 pm.
 - d) Teacher work hours will begin at 8:00 a.m. Monday through Friday. Teacher work hours will end at 2:54 p.m. on Monday, Tuesday, Thursday, and Friday.
2. Wednesday collaboration time is used in the following ways:
 - a) A minimum of two (2) meetings per month focused on student learning including professional development. The agenda will be distributed at least 24 hours before the meeting.
 - b) Two (2) Wednesdays per month are teacher directed on site planning, preparation, and/or meetings. The agendas for these days are the responsibility of grade level teams.
3. Wednesday collaboration meetings will begin at 1:30 p.m. and end at 2:30 p.m.
4. On shortened student days, teacher work hours will end at 2:30 p.m.
5. During report card/progress report time, Open House, Back to School Night, Orientation, etc. administration will allow for flexibility in regards to which Wednesdays are teacher directed on the calendar.
6. As a result of shortened Wednesdays and professional development days every effort will be made to avoid scheduling trainings during teaching hours.
7. This is a pilot program for one (1) school year (2017-18). At the end of the year (2017-18) and by May 1, 2018 the parties will meet to see what adjustments, if any, need to be made or whether the program will continue.

FOR DISTRICT:


Carmen Diaz-French

Superintendent

3-29-17

Date

FOR POEA:


Deanne Bonta

Lead Negotiator

3-29-17

Date

PINER-OLIVET UNION SCHOOL DISTRICT - TK-6 Schools

2017-2018 CALENDAR

FIRST DAY OF INSTRUCTION: August 16, 2017						LAST DAY OF INSTRUCTION: June 1, 2018			
2017	M	T	W	Th	F			Days of Inst.	Cert. Emp'l Wkdays
August	7	8	9	10	11	Aug 11	Certificated Work Day	12	15
	14	15	16	17	18	Aug 14	Certificated PD Day		
	21	22	23	24	25	Aug 14 & 15	Classified Work Days		
	28	29	30	31		Aug 15	Certificated Work Day		
						Aug 16	School Opens/1st Day of Instruction		
						Aug 16	Kindergarten Minimum Day/Student Parent Orientation		
September	4	5	6	7	8	Sept 4	NO SCHOOL-Labor Day Holiday	20	20
	11	12	13	14	15	Sept 7	Back-to-School Night		
	18	19	20	21	22				
	25	26	27	28	29				
					1				
October	2	3	4	5	6	Oct 2-5	Minimum Day - ALL STUDENTS (Conference Week)	21	22
	9	10	11	12	13	Oct 6	NO SCHOOL-Parent/Teacher Conference Day		
	16	17	18	19	20				
	23	24	25	26	27				
	30	31							
November	6	7	8	9	10	Nov 3	End of First Trimester	16	16
	13	14	15	16	17	Nov 10	NO SCHOOL-Veterans' Day (Observed)		
	20	21	22	23	24	Nov 17	Report Cards Sent Home		
	27	28	29	30		Nov 20-24	NO SCHOOL-Thanksgiving Holiday Break		
December	4	5	6	7	8	Dec 25 - Jan 8	NO SCHOOL-Winter Break	16	16
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
					1				
2018 January	1	2	3	4	5	Jan 8	Teacher PD Day	16	17
	8	9	10	11	12	Jan 9	School Resumes		
	15	16	17	18	19	Jan 15	NO SCHOOL-Martin Luther King's Day		
	22	23	24	25	26	Jan 19	Progress Reports Sent Home		
	29	30	31						
February	5	6	7	8	9	Feb 12	NO SCHOOL-Lincoln's Day Observed	18	18
	12	13	14	15	16	Feb 19	NO SCHOOL-Presidents' Day Observed		
	19	20	21	22	*23	Feb 23	End of the Second Trimester		
	26	27	28						
March	5	6	7	8	9	March 9	Report Cards Sent Home	22	22
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30				
April	2	3	4	5	6	April 2-6	Spring Break	16	16
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30								
May	7	8	9	10	11	May 28	NO SCHOOL-Memorial Day Holiday	22	22
	14	15	16	17	18	May 31	Minimum Day		
	21	22	23	24	25				
	28	29	30	31					
June	4	5	6	7	*1	June 1	Minimum Day	1	1
	11	12	13	14	15	June 1	End of Third Trimester		
	18	19	20	21	22	June 1	Report Cards Sent Home		
	25	26	27	28	29	June 1	Last Day of Instruction		

Board Approved:

Printed:

D.O. Staff/Calendar 17-18

LEGAL/LOCAL HOLIDAYS

END OF THE TRIMESTER

MINIMUM DAYS

PARENT CONFERENCE DAY-NO SCHOOL

TOTAL DAYS OF INSTRUCTION

180

185

SHORTENED WEDNESDAY

**TENTATIVE AGREEMENT BETWEEN
PINER-OLIVET SCHOOL DISTRICT
And
PINER-OLIVET EDUCATORS' ASSOCIATION
CALENDAR/PROFESSIONAL DEVELOPMENT DAYS
March 29, 2017**

ARTICLE XVI – SCHOOL CALENDAR

Through the 2016-17 school year, the length of the school term shall be one hundred eighty (180) days of instructions and three (3) additional work days for a total of one hundred eighty-three (183) days. Beginning with the 2017-18 school year, the length of the school term shall be one hundred eighty (180) days of instruction, three (3) additional work days and two (2) professional development days for a total work year of one hundred eighty-five (185) days. Unit members will participate in the development of the school calendar during the bargaining process.

ARTICLE XXII – PROFESSIONAL DEVELOPMENT

Initial language on professional development definition remains unchanged.

1. PROFESSIONAL DEVELOPMENT

- A. As long as professional development funding is available from the state, professional development shall be available for those unit members in the certificated unit.
- B. Two (2) days of professional development shall be added to the work year and reflected on the Certificated Salary Schedule beginning in 2017-18 (see Article XVI and Certificated Salary Schedules).
 - 1. Because compensation for the two (2) staff development days is reflected on the Certificated Salary Schedules, attendance on the part of the unit member is mandatory. The only acceptable reasons for the absence of a unit member on such days are the illness of the unit member, jury duty, or bereavement leave. In an extreme emergency a unit member may utilize one (1) day of personal need leave, if available, pursuant to Article VII, Paragraph 8F provisions. All other absences on staff development days shall be treated as non-paid for the absent unit member.
- C. Beginning in 2017-18 only one (1) additional professional development day is available and optional and will be reimbursed on a per diem basis.
 - 1. Unit members who choose to attend the optional one (1) day must attend a cumulative total of the equivalent of a full instructional day (six [6] hours). Unit members must attend the duration of the training and sign in and sign out to be paid. Unit members who attend between one (1) to six (6) hours will be paid their per diem/hourly rate.

2. Professional development content must meet local educational priorities as defined by the government board of the school district, charter school or county board of education.
3. Attendance on the part of each unit member is voluntary for the one (1) day.
4. In recognition that planning and preparation for professional development presentations is a valuable form of professional development in itself, presenters may count one-half (1/2) of the time of presentation for preparation as professional development time.
5. Professional development hours that are reimbursed on a per diem basis will not be credited for class advancement on the salary schedule. Professional development hours may not be earned during contract work time.
6. First Aid/CPR – See Article IX, section 7.
7. Through the 2016-17 school year, any professional development hours below or beyond the contractual one (1) to four (4) optional days will be compensated at their per diem/hourly rate. Unit members must turn in a District timesheet by July 31, 2017 to receive such compensation.
8. Elementary Professional Development Days, and the use of any minimum days for professional development, shall be planned by a joint District/Association Committee no later than May 15. Committee will be made up of one K-3, and one 4-6 teacher from each elementary site, selected by their peers, and two administrators.

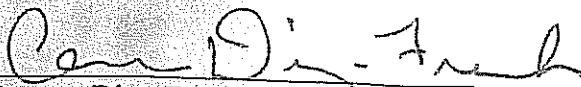
Secondary Professional Development Days will be planned collaboratively by the staff and administration at each of the secondary sites


2. PROFESSIONAL DEVELOPMENT USED FOR CLASS ADVANCEMENT ON THE SALARY SCHEDULE

(Language on changed).

FOR DISTRICT:

FOR POEA:


 Carmen Diaz-French
 Superintendent


 Deanne Bonta

3-29-17
 Date

3-29-17
 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PINER-OLIVET SCHOOL DISTRICT
AND
PINER-OLIVET EDUCATORS' ASSOCIATION
FOR RETIREMENT INCENTIVE**

This Memorandum of Understanding ("MOU") is entered into, by and between the Piner-Olivet School District ("District") and Piner-Olivet Educators' Association ("POEA"), on February 6, 2017 to address a one-time financial incentive to retire/resign as an employee of the District.

The parties agree as follows:

1. POEA is the exclusive representative for non-management, certificated employees of District.
2. This MOU is a one-time incentive and is in lieu of and in place of all other retirement incentives described in Article XIV of the Master Contract between the District and POEA. Retiree benefits described in Article XIII, paragraph 1E still remain in effect with this MOU for retiring unit members.
3. This MOU is subject to ratification by the District's Governing Board and POEA.
4. From the date this MOU is executed by representatives of both parties and continuing through March 31, 2017, the District shall offer to those unit members designated below a one-time financial incentive to voluntarily terminate employment with District.
5. Window Period: Eligible unit members must submit an irrevocable written notice of resignation/retirement to be effective no later than June 30, 2017. The written notice of resignation/retirement must be received in the Superintendent's Office no later than 4:00 p.m March 31, 2017. The notice of resignation/retirement may be withdrawn by the unit member if the minimum number of potential retirees is not met (see paragraph 7).
6. Eligible unit members: To be eligible for the financial incentive set forth below, unit members must have at least ten (10) years of service with the District preceding their resignation/retirement, and must be at least 55 years of age at the time of resignation/retirement.
7. Financial Incentive: For eligible unit members a cash payment incentive shall be provided. This is an incentive which requires a minimum of five (5) unit members to retire and commit to retiring by the end of this school year. If there are at least five (5) or more unit members indicating they will retire by the notification deadline date of March 31, 2017 the incentive will be \$45,000 for each unit member. If less than five (5) unit

members indicate they will retire/resign, the District will not be required to offer this financial incentive.

A. For this cash payment incentive the employee will be provided the cash payment in accordance with the following:

1. The incentive above will be prorated for less than full time employees.
2. The \$45,000 incentive will be paid out in one lump sum on or about thirty (30) calendar days following the effective date of the resignation/retirement. It is understood that the District will withhold from the incentive offered, those amounts required by State and Federal law. At the option of the employee, the incentive may be paid in two (2) equal installments to be paid on or about July 31, 2017 and January 31, 2018 or January 31, 2018 and January 31, 2019; or three (3) equal installments to be paid on or about July 31, 2017, January 31, 2018 and January 31, 2019 or January 31, 2018, January 31, 2019 and January 31, 2020.

8. This MOU is a one-time incentive and shall apply to the 2016-17 school year only, and shall not be cited by either party as a precedent in any future negotiations, grievances, or arbitrations. Additionally, it is agreed that a retirement incentive, such as this, shall not be proposed by either party again until 2020-21, at the earliest.

FOR DISTRICT:

Came-Dig-Fresh

Feb. 6, 2017
Date

FOR POEA:

Deanne Bonta

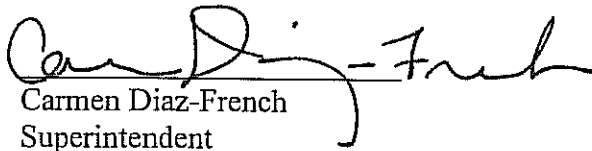
Feb. 6, 2017
Date

MEMORANDUM OF UNDERSTANDING
between
PINER-OLIVET UNION SCHOOL DISTRICT
and
PINER-OLIVET EDUCATORS' ASSOCIATION
March 29, 2017

This Memorandum of Understanding (MOU) is part of a comprehensive package proposal to conclude negotiations, for 2016-17 and is contingent on all other items of the package being acceptable.

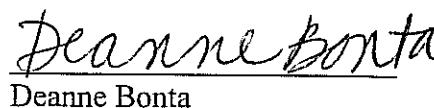
The District and Association entered into a Memorandum of Understanding (MOU) on February 6, 2017 to address a one-time financial incentive to retire/resign as an employee of the District at the end of the 2016-17 school year. If at least five (5) unit members commit to retire by March 31, 2017 the incentive will be implemented and those unit members eligible for retiree benefits, will have their out-going health benefit cap established at seven hundred (\$700.00) per month as reflected in the provisions of Article XIII, Paragraph 1E.4.

FOR DISTRICT:


Carmen Diaz-French
Superintendent

3-29-17
Date

FOR POEA:


Deanne Bonta

3-29-17
Date