

## ARTICLE XIII

### Working Conditions

#### A. Elementary Preparation/Planning

1. The District will provide an elementary traveling team in the form of additional specialized instruction to provide preparation and planning time for teachers in elementary grades 1 through 5.
2. Traveling teachers shall be members of the staff at each site served.
3. Full-time K through Grade 5 teachers at the elementary level shall have preparation/planning time during the student attendance day as follows:
  - a. Kindergarten teachers: 30 minutes per week.
  - b. Teachers teaching a primary day —90 minutes per week.
  - c. Teachers teaching an intermediate day —190 minutes per week.
4. Sites are encouraged to schedule blocks of common grade level planning time.
5. In addition to the time listed above, primary teachers shall have the minute differential between the primary instructional day and the intermediate instructional day (currently 100 minutes) to use for instructional preparation, individual and joint planning, and scheduled parent and staff conferences. The teacher has the professional discretion to use the time within these purposes. ~~Teacher prep time and release days shall take place at the school site.~~ Seventy-five to eighty (75-80) minutes of the 100-minute differential shall be provided in a minimum of 20-minute blocks during the week. If the primary teachers at a site are interested in a modification to the 20-minute blocks they may submit an alternate proposal to the site principal and site Association representative. A proposal may be adopted by a 2/3 vote of the affected teachers. A representative selected by the Association and a representative selected by the site administration shall oversee the voting process. The District must approve any schedule of differential time blocks that affects the District bus transportation schedule.

#### B. Secondary Preparation/Planning/Conferencing

Full time classroom teachers at the middle and high school levels shall have two sevenths (2/7) of the instructional periods for the purpose of instructional preparation, individual and joint planning, parent and staff conferencing, and student support. The classroom teacher has the professional discretion to use the time within these purposes. ~~Teacher prep time and release days shall take place at the school site.~~ At the middle school level, teachers shall use one common preparation period per week for a “team” meeting. Middle school elective subject “team” members, who are unable to attend the team meetings, shall participate by contributing their views/information on meeting topics on a weekly basis. The scheduling of preparation periods shall be done at the site level to meet the needs of the program, staff, and students.

#### C. Same-Day Multiple-Site Secondary Classroom Teachers

Classroom teachers whose assignments require them to travel to different secondary school sites during the same teaching day (multiple-site teachers) and who are not members of the district-wide traveling music and P.E. teams shall be entitled to the following rights.

1. The site administrators in collaboration with the teacher shall determine which school will be the primary site of assignment for the purposes of attendance at required meetings when the meeting times conflict. It is the expectation that the teacher will be required to attend the number of meetings normally required of teachers assigned solely to the primary site served by the multiple site teacher.
2. Multiple-Site teachers shall be given a reasonable travel time between schools, except in extraordinary circumstances. In extraordinary circumstances, the site administrators at each site

and the affected teacher shall work together to define the expectations of each site and develop a plan with the teacher to mitigate the circumstances. A full time teacher who is required to travel between sites during his/her workday shall be paid a full-time traveling teacher stipend pursuant to Appendix H.

#### **D. Job Sharing**

1. Definition: Job-sharing shall refer to two (2) permanent staff members or one (1) permanent staff member and a retired former PAUSD permanent staff member, when no other current permanent staff member is available, sharing one (1) assignment in order to accommodate staff members. Temporary staff members who are in a job-share assignment for the 2005-06 school year and who were in a job-share assignment in the previous year shall be eligible to continue to serve in a job-share assignment in 2006-07 and to continue thereafter notwithstanding the requirement that both members of a job-share have permanent status.
2. Any assignment openings may be available to unit members who have indicated in writing to the Certificated Human Resources Office their desire to job-share. Permanent staff members may submit job-share requests denied at the school site level to the Human Resources administrator for review.
3. Job-sharing assignments shall be filled only by permanent staff members, except as provided in D-1 above, who have jointly requested to work together and who have the approval of their supervisor(s). No job-sharing may be administratively mandated for any reason.
4. Responsibilities of an assignment by two (2) job-sharers may be divided and/or allocated according to a plan designed by the job-sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, District meetings, parent conferencing, etc. Each job-sharer shall attend the three professional development days that are part of the teacher work year. Job-sharers shall be paid their per diem rate when attending a full professional development day.
5. Job-sharing unit members shall be placed appropriately on the teachers' salary schedule, receive one step increment for each year of service, and be given appropriate added increments for advanced degrees or longevity.
6. A job-sharer who has full-time permanent status and who wishes to return to a full-time assignment in the subsequent year, must so inform the Certificated Human Resources Office in February when staff plans are solicited. He/she shall return to a full-time status, provided there is an appropriate vacancy for which the unit member is qualified by specific training or experience.
7. If a permanent staff member wishes to job-share but is unable to find a permanent staff member as a partner, the staff member may request reduced employment pursuant to Article XI, Section K.

#### **E. Elementary Specialized Academic Instruction (SAI, formerly Special Day Class) Preparation/Planning**

The District will provide some form of preparation/planning time for SAI teachers, comparable to that received by regular classroom teachers for each grade level.

Due to the complexity of SAI teaching assignments, comparability shall be determined based upon deliberations at each site among the teacher, site administrator, and Assistant Superintendent, HR.

#### **F. Student Support Teams (e.g. Instructional Support Team, Student Study Team, Inclusion Support Team, Intervention Strategy Team, etc.)**

1. Sites will establish student support teams to implement inclusive best practices to support student success and learning in alignment with the district vision.

2. To support the development of these practices, each elementary/secondary site shall be allocated funds annually to support meetings, attendance at trainings, observing other school models, and the planning, implementation and evaluation of site level practices.
  - a. Elementary sites will be allocated \$1,500
  - b. Middle school sites will be allocated \$2,500
  - c. High school sites will be allocated \$3,500
3. The placement of students needing identified support in classes shall be thoughtful, with due consideration of the instructional/emotional/behavioral needs of the students, and adhere to IEP specifics.

#### G. Co-Teaching - Secondary

1. Definition: Co-teaching is defined as an instructional delivery approach in which general and special education educators share responsibility for planning, delivery and evaluation of instructional techniques for a group of students; general and special education educators work in a coactive and coordinated fashion, which involves the joint teaching of academically and behaviorally heterogeneous groups of students in integrated settings.
2. Assignment to co-teaching sections/classes will be based on expertise and site/student needs ~~as directed by~~ in collaboration with the unit members and site administrator, if/when possible prior to the end of the school year if both unit members are present, otherwise prior to the first day of professional development the following school year. ~~This collaboration will occur at least 14 days before the unit members' first work day in August.~~ Responsibilities of the co-teaching assignment will be divided and/or allocated according to a plan designed by the co-teaching partners with the approval of the site administrator. A site administrator will make the final decision in the event co-teaching partners are unable to agree to a plan that is divided and/or allocated with the approval of the site administrator.
- ~~3. All caseload managers will be given one (1) caseload management period, without student supervision, to be used for the case management work. This period cannot be used for any meetings or any other purpose without the members' consent.~~ All caseload managers will be given one (1) caseload management period, without student supervision, to be used for the case management work. This period cannot be used for any meetings or any other purpose without the members' consent.
4. ~~3.~~ For secondary level co-teaching sections, partners may be assigned up to ~~four (4)~~ ~~three (3)~~ ~~four (4)~~ ~~three (3)~~ co-teaching sections with no more than ~~three (3)~~ ~~two (2)~~ co-teaching preps each semester.
5. ~~4.~~ The District will provide two (2) days of professional learning each year for co-teaching teams (all levels).
6. ~~5.~~ To the extent possible, secondary school administrators shall give primary consideration in the development of the master schedule to providing co-teaching partners with a common preparation period.
7. ~~6.~~ Responsibilities of the co-teaching assignment may be divided and/or allocated according to a plan designed by the co-teaching partners with the approval of the site administrator.

#### H. Student Medical Procedures

Unit members will not be required to be primary providers of necessary pupil medical procedures. However, unit members will be expected to provide backup service for the health of the student in emergency circumstances. The District and the Association will establish an ongoing list, which defines "medical procedures" which are covered by this provision. Unit members may agree to receive an annual stipend for being the on-site primary provider of necessary pupil medical procedures. The Primary Medical Provider Stipend is listed in Appendix H.

## **I. Status After Change in Assignment**

For teachers who are assigned to a new discipline at the secondary level, or for elementary teachers who are assigned a new grade level, the District will provide additional training and support as necessary.

## **J. Safety Conditions**

1. The following procedure will be utilized to provide a written response to matters, which negatively impact the safe and orderly learning environment. This procedure will require the site principal to provide a written response within five (5) workdays of the date the unit member's written concern was first received. In addition, if the unit member believes that the written response was inadequate or that the action taken was insufficient to remedy the unsafe condition, then the unit member may receive a written response from the Superintendent or designee within ten (10) workdays of the receipt of such a request from the unit member. Forms for such submissions will be made available at each school site.
2. Within 24 hours of verifying the information, the Superintendent or designee shall inform the teachers and administrators at a site that a potentially violent student is assigned to their site. Within three days of this notification, a site administrator will schedule a meeting involving all personnel who have regular contact with the student to develop an appropriate support plan or to modify an existing plan. If the student changes teachers or grade levels at a site, all personnel who have regular contact with the student will have the opportunity to review and modify the plan.
3. Beginning with the 1998-99 school year, the District will develop procedures for implementing this provision and will train unit members about teacher rights and responsibilities in dealing with students identified under this section.

## **K. Full Day Kindergarten**

1. The Kindergarten school year will begin with a shorter instructional day – ending at the start of the primary lunch period. The full-day Kindergarten day shall begin in mid-October and be the full primary day, with a maximum of 1550 instructional minutes per week.
2. The site and District shall provide 14 hours per week of instructional aide support for each kindergarten class.

## **L. Outside of School Meetings**

- ~~1.~~ All educators who are required to attend IEP, SST, IST, 504, Pre IEP Staffing meetings and/or any other legal meetings outside of school hours (i.e., before school, lunch, or after the latest student dismissal time), shall be compensated at the Appendix H Hourly Teaching rate (prorated) for meeting time that exceeds ~~two (2) five (5)~~ four (4) hours per semester. ~~Any additional time needed (with prior approval from your supervisor) for legal paperwork shall be compensated at the Appendix H Hourly Teaching Rate.~~

## **M. Assault and Battery Leave**

- ~~1.~~ Unit members who have been subject to an assault or battery by a school district student during work time, as defined in ed code 48900 will be provided three additional days of paid leave in order to recover physically and emotionally from the injuries they sustained. This would be in addition to the members' sick leave and workers' compensation leave per incident.

Unit members who have been subject to an assault or battery by a school district student during

work time, as defined by Penal Code 240 and 242, will be allowed to use their additional sick time and/or personal necessity days at the members' discretion post use of workers compensation if needed.

### ~~N. Physically Violent Behavior and Violent Outbursts in Class:~~

~~If a student exhibits behavior that is unsafe to staff or other students or is escalating towards the potential of physically violent behavior, any staff member can request assistance from the site Safety Care team to attend to the situation. Members of the site Safety Care team or site administrator will work with the student until the student deescalates.~~

~~For any physical violence or violent outbursts by a student toward staff, the administrator will convene a meeting with the administrator, teacher and parents as soon as possible, but no later than 3 school days after the incident unless an exceptional circumstance applies.~~

~~Students who have more than one occurrence of physical violence will be removed from the classroom or will have a dedicated, safety care trained adult with them in the classroom and until the behavior is corrected.~~

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### O. Special Education

1. Special Education Release Days
  - a. ~~All educators~~ ~~For K-5~~ All special education unit member case managers who provide direct special education support (RSP, Futures, Mild, Mod, Severe, SLP, Reading/Math Specialists...) (RSP/mild-mod, mod-severe, and therapeutic teacher, SLP) are entitled to ~~two (2)~~ four (4) release days per ~~quarter~~ academic school year (to be scheduled in advance with a school administrator) to perform student related non-instructional duties. ~~For the first quarter, these days can be used prior to the start of the school year.~~ These release days will follow the same guidelines as Personal Necessity Leave listed in Article XI, Section C and the unit member shall be on site. ~~Educators can choose to do these days (6 hours each), outside of work hours to perform such duties and shall receive their per diem rate for the extra day(s). Educators may use a combination of release days and extra compensation during the school year as long as they do not exceed eight (8) release days and/or a total of forty-eight (48) hours of compensation on a timecard.~~
2. Lunch and Preparation Time

PAEA to PAUSD 2-12-24

PAUSD to PAEA 3-1-24

PAEA to PAUSD 3-1-24

- a. ~~All~~ If a Special Education teacher ~~who are~~ is directed and agrees to provide coverage for students during their lunch time, ~~will be will be provided coverage for students during their lunch and preparation periods/time or they~~ will be compensated at the hourly teaching rate in Appendix H, ~~if they agree to support students during that time.~~