

## ARTICLE XIII

### Working Conditions - Proposal

#### 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 Transitional Kindergarten ETK and K through Grade 5 teachers at the elementary level shall have preparation/planning time during the student attendance day as follows:
  - a. Transitional Kindergarten ETK and Kindergarten teachers: 30 minutes per week prior to the beginning of the full-day schedule; 90 minutes per week after full-day schedule begins
  - 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. 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~~ ~~sevenths (2/7) of the~~ ~~of the~~ ~~two sevenths (2/7) of the~~ ~~of the~~ instructional periods ~~(1<sup>o</sup>-7<sup>o</sup>) (1<sup>o</sup>-7<sup>o</sup>)~~ 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. The classroom teacher has the professional discretion to use the time within these purposes.~~ ~~The classroom teacher has the professional discretion to use the time within these purposes.~~ Full-time classroom unit members teaching five (5) periods in a seven-period (7) bell schedule shall have one (1) preparation period and one (1) Professional Responsibility Period (PRP) daily or their equivalents.

~~PRP will be used for duties related to other school assignments and for meeting professional responsibilities such as compliance and professional development trainings. In addition, the PRP will be used to attend meetings related to students, including SSTs, 504s, and IEPs. PRP will also be used for additional on-site preparation for classroom instruction including, but not limited to, grade level and/or subject area collaboration on a reasonable basis. Additionally, the PRP will be used for responding to emails and posting grades, homework assignments, and test dates on line in a timely manner. Up to ninety minutes a week of prep time will be used for duties related to other school assignments and for meeting professional responsibilities such as compliance and professional development trainings. In addition, up to ninety minutes of prep time will be used to attend meetings related to students, including SSTs, 504s, and IEPs. This time will also be used for additional on-site~~

~~preparation for classroom instruction including, but not limited to, grade level and/or subject area collaboration on a reasonable basis.~~

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**

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.
3. For secondary level co-teaching sections, partners may be assigned up to ~~four (4)~~ **three (3)** ~~four (4)~~ **three (3)** ~~four (4)~~ **three (3)** co-teaching sections with no more than ~~three (3)~~ **two (2)** ~~three (3)~~ **two (2)** co-teaching preps each semester.
4. The District will provide two (2) days of professional learning each year for co-teaching teams (all levels).
5. To the extent possible, secondary school administrators shall give primary consideration in the development of the master schedule to ~~providing~~ **provide** co-teaching partners with a common preparation period.
6. Responsibilities of the co-teaching assignment ~~may~~ **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 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.**
7. ~~A maximum of three (3) Co-Taught classes and two (2) periods for case management, assessment, meeting with co-teachers, collaboration with the teaching teams, and collaboration with General Education teachers. A maximum of three (3) four (4) three (3) Co-Taught classes and up to two (2) one (1)-periods for an academic planning class or other SAI class. and one (1)~~

~~period for case management, assessment, meeting with co-teachers, collaboration with the teaching teams, and collaboration with General Education teachers.~~

## 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 in extraordinary circumstances or when the primary provider is unexpectedly incapacitated. 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. ~~Aggressive/ Behavior and Violent Outbursts in Class:~~
  - ~~a. No employer shall require, or permit any employee to go or be in any employment or place of employment that is not safe and healthful. Labor Code § 6402~~
  - ~~b. No educators should be subjected to violence or the threat of violence.~~
  - ~~e. a. If a person student exhibits behavior that is unsafe to staff or other students or is escalating towards the potential of violent behavior, violent towards any staff member, any staff member can request assistance from the site Safety Care team to attend to the situation. Members of the site Safety Care team and/or site administrator will work with the individual student until the student de-escalates. the district will send in a district staff member/behaviorist who will stay in the classroom and work with the individual each day until the behavior is no longer violent or an alternative placement can be found.~~
  - d. For any aggressive/violent aggressive behavior or violent outbursts by a student toward staff, the administrator will call an IEP or SST within 24 business hours.
  - e. At the beginning of each school year prior to the first day students return, each site will notify its staff members who at that site are on its Safety Care team.
  - f. All site Safety Care team members will be trained prior to the first day of students returning.

- 3 4. 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~~ ~~the first full week of November~~ ~~the first full week after the Labor Day holiday~~ ~~third full week in October~~ ~~first week of October~~ ~~third full week of October~~ and be the full primary day, with a maximum of 1550 instructional minutes per week.
2. During the Kindergarten full-day schedule, the site and District shall provide 14 hours per week of instructional aide support for each kindergarten class.

## L. Special Education

### 2. ~~Terms:~~

Terms: (work together to define the terms)

- a. ~~Student: a student who has an active IEP~~

~~Specialized Academic Instruction (SAI); Adapted or modified instruction, as appropriate to the needs of the student, and content, methodology, or delivery of instruction, pursuant to the student's IEP, to support the student's access to the general curriculum and while meeting the standards that apply to all District students.~~

- b. ~~SAI Teacher: One who provides instruction to students with active IEPs, pursuant to this Article, as follows:~~

i. ~~In a self-contained special education classroom, or~~

ii. ~~In a "push in/pull out" special education model (RSP), or~~

iii. ~~A teacher who holds a special education and core subject credential or the equivalent and teaches a "basic core curriculum class" at the secondary level.~~

- e. ~~Caseload: the number of children who receive specially designed instruction or direct related service from a special education service provider.~~

### 3. ~~Release Time:~~

- a. ~~SAI & Speech-Language Pathologists are entitled to 10 release days per year to perform IEP and other student-related non-instructional duties. An SAI teacher may be permitted to use up to five (5) of these days (5 hours each) on non-work days to perform such duties and shall receive their per diem rate of pay for the extra day(s).~~

- b. ~~These days are considered non-instructional days, will be reflected in IEPs, and service minutes do not need to be made-up~~

Release Time:

- c. ~~SAI Teachers & Speech-Language Pathologists are entitled to 10~~ ~~2~~ ~~one (1) release day per month per year to perform IEP student related non-instructional duties and other student-related non-instructional duties. 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. An SAI teacher may be permitted to use up to five (5) of these days (5 6 hours each) on non-work days to perform such duties and shall receive the teacher hourly rate in Appendix H~~ ~~their per diem rate of pay for the extra day(s).~~

~~d. These days are considered non-instructional days, will be reflected in IEPs, and service minutes do not need to be made-up~~ These days are considered non-instructional days, will be reflected in IEPs, and service minutes do not need to be made-up

~~4. Class Size/Caseload (prorated for part-time teachers)~~

a. Self-contained Special Education Class Size/Caseload

i. Autism – shall not exceed 10 students

ii. ~~Emotionally Disturbed (ED) Therapeutic Support~~ – shall not exceed 8 10 students

iii. ~~Deaf and Hard of Hearing (HOH)~~ – shall not exceed 12 students

iv. Mild-Moderate elementary – shall not exceed ~~12 14 12 14~~ 12 students (note: 12 is current practice) (Note: PAUSD plans to maintain current practice but there may be unique situations that warrant considerations for a larger class size).

v. Moderate-Severe/Futures – shall not exceed 8 ~~10 8 10~~ 8 students (note: the practice has been 7-9) (Note: PAUSD plans to maintain current practice but there may be unique situations that warrant considerations for a larger class size).

b. Specialized Academic Instruction (SAI)/Resource “Push-in/pull-out” Teacher Caseload

i. SAI push in/pull out teacher caseload shall not exceed ~~20 28 22 28~~ 25 students

1. Secondary: Caseload not to exceed ~~20 28 28 25~~ students with a max of ~~3 4~~ 3 Co-Taught classes and ~~2 3~~ 2 periods for case management, assessment, collaboration with the team, collaboration with General Education teachers.

~~a. All students with an IEP or 504 in a co-taught classroom receive services from the Special Education Co-Teacher per CA Education Code 56362 section 1 are to be considered on that teacher’s caseload.~~

All students with an IEP or 504 in a co-taught classroom receive services from the Special Education Co-Teacher per CA Education Code 56362 section 1 are to be considered on that teacher’s caseload.

~~2. Elementary: Caseload not to exceed 20 28 22 28 25 students. or a total of 1050 instructional service minutes per week. (Note: PAUSD plans to maintain current practice but there may be unique situations that warrant considerations for a larger class size).~~

~~3. Caseloads above 22 28 will follow the Remediation Measures in Article IX Class Size, Section C. Remediation Measures~~

c. Speech-Language Pathologists

i. ~~45 55~~ 50 by the weighted caseload procedures currently practiced including RTH students

~~1. Mild to Mod students in an SDC class program will count as 2 students on the caseload.~~

~~2. Mod to Severe students will count as 3 students on the caseload.~~

~~3. ED students will count as 4 students on the caseload.~~

~~d. Vision and Orientation and Mobility~~



- ~~i. Providing instruction based on the severity or intensity of students' needs and age of students:
    - ~~1. 8-12 students~~
    - ~~2. A Teacher of the Visually Impaired should have no more than 3 Braille students on their caseload. Therefore, 1 Braille student = 3 Low Vision students.~~~~
- ~~5. Special Education Aide~~
- ~~a. For every 10 Mild-Mod/RSP students, one Program Attendant will be assigned to the Mild-Mod/RSP teacher. Program Attendants assigned to a student one-on-one will not be counted as the Attendant assigned.~~
  - ~~b. For every 5 Mod-Severe/Futures/Autism/ED students, one Program Aide will be assigned to the Mild-Mod/RSP teacher. Attendants assigned to a student one-on-one will not be counted as the Attendant assigned.~~
- ~~6. Weighted Caseloads for General Education Classes:~~
- ~~a. Special Education students mainstreamed into General Education classes shall be weighted on the class roster/class size (no matter the percentage in the classroom)
    - ~~i. Mild to Mod students, either pushed in part of the day or fully included, will count as 2 students on the class roster/class size~~
    - ~~ii. Mod to Severe students will count as 3 students on the class roster/class size.~~
    - ~~iii. ED students will count as 4 students on the class roster/class size~~~~

Note: the District noted in their response that PAEA's proposed language was "offensive language". It was never meant to be offensive but intended to give the teacher and students more time to work in the needs specified in the student's IEPs/504s. Teachers have to provide the services and support needed in IEP's/504's and as such we value any and every student with a disability always. Our intention in this area was to point out that with large numbers in a classroom, it becomes harder to provide direct support to the students who need it. If the class has fewer students more time and attention can be given to all students, especially students who need more differentiation.

*PAUSD Note: PAUSD and PAEA are aligned in their intent to form contract language that focuses on student outcomes. However, it can be challenging to include Union language related to students with IEPs as the goals and services of students vary greatly and fluctuate as part of the IEP process.*

- ~~7. Caseloads for General Education Classes:~~
- ~~a. General Education class sizes shall be reduced due to the additional needs of the students. Students with a "Mild", "Mod", or "Severe" designation deserve additional time with their classroom teacher for the support needed and established in their IEP/504 plan; therefore, class sizes will be taken into consideration and reduced.~~
  - ~~b. For every student with a "Mild", "Mod", or "Severe" designation, in order to provide the support needed, the class size for that specific teacher will be reduced by 2 or 3 depending on the needs of the student(s).~~
  - ~~e. A meeting with the classroom teacher(s) should be scheduled before any class sizes are finalized to determine needs and class size to address those needs.~~

## 7. Caseloads for General Education Classes:

- d. General Education class sizes shall be reduced due to the additional needs of the students. Students with a “Mild”, “Mod”, or “Severe” designation deserve additional time with their classroom teacher for the support needed and established in their IEP/504 plan; therefore, class sizes will be taken into consideration and reduced.
- e. For every student with a “Mild”, “Mod”, or “Severe” designation, in order to provide the support needed, the class size for that specific teacher will be reduced by 2 or 3 depending on the needs of the student(s).
- f. A meeting with the classroom teacher(s) should be scheduled before any class sizes are finalized to determine needs and class size to address those needs.

*PAUSD Note: PAUSD believes ALL students have varying needs that needs to be addressed whether in general education or outlined by a 504 or IEP. PAUSD retains very small class sizes relative to other Districts which allows teachers to differentiate as needed for all students.*

## ~~8.—Student Related (IEP, SST, IST, 504, etc.) Meetings Outside of School Hours Compensation~~

- a. All ~~general education~~ educators who need to attend IEP, SST, IST, 504 student-related meetings outside of school hours shall be compensated at the Appendix H Hourly Teaching rate (prorated) for time that exceeds ~~eight (8) four (4) eight (8) hours of meeting time outside of their working day per semester.~~ *(PAUSD Rationale: (8) hours of meeting time per semester totals 30 min./week which falls within unit members professional responsibilities: 30 min./week.*
- b. ~~If an IEP can't be signed after 2 meetings, District personnel should take over the responsibilities of the IEP moving forward, leaving the Education Specialist/Speech-Language Pathologist to teach rather than being responsible for multiple meetings beyond the annual/triennial~~

## ~~9.—Aggressive/Violent Students:~~

- a. ~~No employer shall require, or permit any employee to go or be in any employment or place of employment that is not safe and healthful. Labor Code § 6402~~
- b. ~~No educators should be subjected to violence or the threat of violence from students.~~
- c. ~~If a student is violent towards any staff or student, the district will send in a SpEd district staff member/behaviorist who will stay in the classroom with the student and work with them each day until the behavior is no longer violent or an alternative placement can be found.~~