PALO ALTO
UNIFIED SCHOOL DISTRICT

Collective Bargaining Agreement

Between

PAUSD
Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, California 94306

and

PAEA
Palo Alto Educators Association
2483 Old Middlefield Way, Suite 120
Mountain View, California 94043

Negotiations 2021-24

Adopted May 10, 2022

PALO ALTO
UNIFIED SCHOOL DISTRICT

This contract between the Palo Alto Educators Association and the Board of Education of the Palo Alto Unified School District has been developed by the negotiating teams for these two parties. It has been ratified on this day, May 10, 2022, by the Palo Alto Educators Association and the Board of Education of the Palo Alto Unified School District.

2021-2022 School Year

Negotiations Team Members

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Palo Alto Unified School District Board of Education

- Ken Dauber, *President*
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ARTICLE I
Recognition

The District confirms its recognition of the Palo Alto Educators Association/California Teachers Association/National Education Association (hereinafter referred to as Association) as the exclusive representative for that unit of employees originally recognized by the District per its Resolution dated May 4, 1976.

The representation unit consists of all certificated employees with the following exceptions:

a. All management and supervisory personnel as defined by the Educational Employment Relations Act (including those who serve part-time in such positions and part-time in non-management/supervisory positions).
b. Principals
c. Assistant Principals
d. Hourly Special Hire employees
e. Child Development Center teachers
f. Psychologists
g. Deans
h. Substitute Teachers

If the District creates a new position and the parties cannot agree whether the position should be included in the bargaining unit, the dispute will be submitted to the Public Employment Relations Board for determination.

ARTICLE II
Term

This Agreement shall remain in full force and effect from the date it is adopted by the District and the Association through June 30, 2024.

1. The Association shall submit its proposals to modify, amend or terminate specific sections of this Agreement for the successor Agreement no later than May 15th of the last year of the agreement.
2. The District shall respond and submit its proposals to modify, amend or terminate specific sections of this Agreement no later than May 15th of the last year of the agreement.
3. The parties agree to reopen negotiations on Article VI (Compensation & Benefits) and two other articles of each party's choice for of the second (2022-2023) and third (2023-2024) years of the agreement. PAEA and the District have a signed agreement for Article VI, Compensation and Benefits for the 2021-2022 school year which was board approved on May 25, 2021, and continue to bargain over the remaining articles opened by either party for the 2021-2022 school year.
    a. The parties agree to change the Article VI.C.4.b, Article VI.C.4.b.1, Article VI.C.4.b.2, and Article VI.C.4.b.3 to reflect the increase in the District's health and welfare contribution multiplier for eligible employees.
4. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond. Such requests to negotiate shall affect only those sections identified. Exceptions to this shall be in order to adjust any technical flaws or inconsistencies.

ARTICLE III
Association Rights

A. Use of Facilities

All Association business, discussions, and activities shall be conducted by unit members or Association officials outside established work hours as defined in Article VII herein, and shall be conducted in places other than District property except when an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted. Permission shall be granted if the Superintendent or designee can verify that such activities and use of facilities will not interfere with the school programs and/or duties of employees, and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with an Association representative.

B. Association Communications

The Association shall be entitled to the use of and access to employee mailboxes for communications to unit members regarding matters which involve the Association. The Association shall also be entitled to post notices of Association concern on bulletin boards designated for exclusive use by the Association, at least one of which shall be provided in each school building, in areas frequented by employees.

All postings for bulletin boards or items for school mailboxes shall contain the date of posting or distribution and the identification of the Association. A copy of such postings or distributions shall be provided to the Superintendent or designee at the time of posting or distribution.

The Association shall make every effort not to post or to distribute information, which is derogatory or defamatory of the District or its personnel. When the District deems material to be derogatory or defamatory, the site administrator shall notify the Association representative who shall remove the material for referral to the Superintendent and the Association President or their designees. After the two officials have had a reasonable opportunity to discuss the challenged material, the material may be posted again at the Association's discretion.

C. Association Meetings

1. The District and site administration will not schedule meetings and trainings outside regular school hours on Thursdays with the exception of one (1) Thursday of per month. The District may schedule high school Back-to-School Nights on any Thursday. The Association President will give the District a list of the Association Thursdays per month prior to the commencement of the school year.

D. Association Information

The District shall provide the Association with names and building assignments of the bargaining unit members, without cost to the Association, no later than September 30 of each school year. The names and assignments of all bargaining unit members employed after September 30 of each school year shall be supplied to the Association within ten (10) days of the first date of their paid service.

E. Association Released Time

1. The Association shall exclusively receive time off from duties for the processing of grievances past Level I of the grievance procedure, Article V herein, for Association members who are designated as Association representatives, subject to the following conditions:
   a. Twenty-four (24) hours prior to release from duties for grievance processing, a designated representative shall inform the immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and

b. That such time off shall be limited solely to representing a Grievant in a conference with management person beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

2. In addition, released time for Association business will be provided according to the following conditions:

a. The Association may designate representatives who shall be entitled to a total of ten (10) days or its equivalent of released time per school year for conducting business pertinent to the Association. The Association is entitled to an additional 5 days for this purpose, for which it will pay to the District substitute costs.

b. The Association may designate six (6) members to their bargaining team who shall be entitled to a reasonable amount of time for the purpose of negotiating with the Board and/or its designated representatives.

c. The District shall grant paid leave, exclusive of all other paid or unpaid leave, to the President of the Association for for up to one hundred percent (100%) of release time but no less than eighty percent (80%) of release time during the school year. The amount of release time shall be at the discretion of the Association President. The Association will inform the District of the decision to be either 100% or 80% by April 1st. The duty to defend under Government Code Section 810, et seq., will apply during that portion of the assignment when the President is working under the direction of the District.

d. According to the provisions and benefits of Education Code Section 22711 and 44987, and subject to the following conditions:

(1) When the Association President elects to be on 100% of release time, the Association will reimburse the District, on an agreed upon schedule, fifty percent (50%) of the costs of the President's salary, retirement, benefits, and salary related costs.

(2) When the Association President elects to be on 80% of release time, the Association will reimburse the District for forty percent (40%) of the costs of the President's salary, retirement, benefits, and salary related costs. The Association President shall work 20%and will work with the District to try to find a position that is mutually agreed upon by the District and the President. Failure to provide this reimbursement in a timely fashion will be grounds for the immediate termination of the leave.

(3) The Association President may elect to return to their original teaching position at the end of their term as President. If the original teaching position no longer exists, the President and the District will make all efforts to find an equitable position for the President.

(4) If the parties are unable to reach agreement on a new provision in a successor agreement, the leave accorded the President in subsection "c" above and the Association reimbursement to the District according to section E.2.d. l above shall constitute the status quo ante for purposes of negotiations under the EERA.

F. Association Members Dues Deduction

1. Employee Rights

The District and PAEA/CTA/NEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

2. Payroll Deductions - Association Dues and Other Voluntary Programs

   The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the dues authorization form developed by the Association, subject to the following conditions:

   a. Such deduction shall be made only upon written submission by the Association to the designated representative of the District the names of unit members who have completed the Association developed dues authorization form. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
   b. Existing administrative procedures regarding other legally authorized voluntary deductions shall be maintained. The Certificated Human Resources Office shall supply each unit member with information regarding all insurance programs and a list of items that have been approved for payment deductions. For those receiving ten warrants, double deductions shall be taken in May and June for dependent health, dental, and voluntary life insurance premiums. Such authorization may be invoked or revoked in writing by the unit member at any time.
   c. The District shall not be obligated to put into effect any new, changed or discontinued deduction authorization until the pay period commencing fifteen (15) days or longer after such submission. Authorizations to deduct Association membership dues shall continue in effect according to the provisions of the dues authorization form developed by the Association.
   d. The parties agree that membership - adding new members, maintaining current members. or dropping members who complete the process with the Association to do so - is entirely a function of the Association. and no pa.it of this Agreement may interfere with the Association membership process.

3. District's Obligation

   The District's obligations under this Article are 1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) is to deduct from pay appropriate membership dues amounts pursuant to Sections 2 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any Association member for failure to fulfill their obligations to pay the membership dues established herein.

   Hold Harmless and Indemnity Provision

   a. The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to the deduction of membership dues. Such reimbursement shall include costs and attorneys' fees incurred by the District.
   b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in "(a)" shall be compromised, resisted, defended, tried or appealed.
   c. In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

d. The District shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursements when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

G. Consulting Procedures

The Association may consult with the District consistent with Board Policy 4143. Consulting Procedures are not subject to the grievance process contained in Article V of this contract.

ARTICLE IV
District Rights

A. Definitions

Except as expressly limited by this collective bargaining Agreement, and as thereafter amended or modified, it is understood and agreed by the Association that the District retains all of its powers to direct, manage and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

B. Emergencies

1. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency is defined as an Act of God, natural disaster or other calamity affecting the schools. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article V, Grievance.
2. The District shall publicly announce any such amendment, modification or rescission of policies and practices together with the specific facts, which constitute the existence of the emergency. Any such amendment, modification or rescission shall last only during the term of the emergency.

ARTICLE V
Grievance

A. Definitions

1. A "grievance" is a confidential claim based upon an event or condition relating to the interpretation, meaning, or application of any of the provisions of the Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.
2. A "Grievant" is a person, persons or Association making a claim of improper or illegal interpretation of any of the provisions of this Agreement who is adversely affected by such application or interpretation. When the Association files on behalf of a specifically named Grievant, such Grievant shall be available at each level of this procedure to respond to inquiries by the employer. In addition, the Association may combine two or more grievances for purposes of processing and hearing, provided the individual grievances involve the same issues of fact and same provision of the Collective Agreement, and provided all Grievants involved are present at each level of this procedure and are available to respond to inquiries by the employer.
3. A "day" is any day, except those days during winter or spring vacation, in which the central administrative office of the Palo Alto Unified School District is open for business. Time limits for appeal provided in each level shall begin the day following the day that receipt of a written decision by the parties in interest was due.
4. The "immediate supervisor" is the lowest level supervisor who has been designated to adjust grievances, having immediate jurisdiction over the Grievant. Jurisdictional disputes shall be resolved by the Assistant Superintendent - Human Resources/Administration.

B. Informal Level

1. Before filing a formal written grievance, the Grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor who shall, within ten (10) days, attempt to resolve the grievance and report back to the Grievant. The immediate supervisor shall discuss with the Grievant those persons he/she plans to involve while attempting to resolve the grievance.
2. The informal level of the grievance shall begin within twenty (20) days after the alleged violation of the contract. The twenty-day limitation shall not apply to alleged violations of the contract which occur while staff members are on sabbatical or straight leave granted by the Board provided that the grievance is filed within twenty (20) days after returning from sabbatical or straight leave.

C. Formal Level

1. Level I

a. If the grievance is not resolved to the satisfaction of the Grievant(s) at the informal level, the grievance shall be presented to the immediate supervisor and building principal, if they are not one and the same, within ten (10) days after the informal conference.
b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
c. The supervisor shall communicate the decision to the Grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the Grievant may appeal to the next level.
d. Within the above limits, either party may request and be granted a personal conference.

2. Level II

a. In the event the Grievant is not satisfied with the decision at Level I, the Grievant may appeal the decision in writing to the Administrator of Human Resources within ten (10) days.
b. The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

c. Representative(s) of the Association may attend and state their views in any meeting with the Administrator and the aggrieved person, relating to the grievance filed. A grievance may be adjusted without the intervention of the Association, as long as the adjustment is made prior to the arbitration, and the adjustment is not inconsistent with the terms of this Agreement; and provided further, the District shall not agree to a resolution of a grievance until the Association has received a copy of the proposed resolution and has been given the opportunity to file a response.

d. The Administrator shall communicate the decision within ten (10) days after receiving the appeal. Either the Grievant or the Administrator may request and be granted a personal conference within the above time limit. If the Administrator does not respond within the time limits, the Grievant may appeal to the next level.

3. Level III

a. If the Grievant is not satisfied with the decision at Level II, the Grievant may within ten (10) days appeal the decision in writing to the Superintendent.

b. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

c. The Superintendent shall communicate the decision to the Grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the Grievant may appeal to the next level.

d. Either the Grievant or the Superintendent may request and be granted a conference at a mutually agreed upon time.

4. Level IV - Mediation

a. If the grievance is not resolved to the satisfaction of the Grievant at Level III, the Grievant may appeal, within ten (10) days of the delivery of the Level III decision, the grievance to Level IV.

b. In such case, the Association and the District will mutually agree upon the identification of a mediator. Upon appointment of the mediator, mediation shall be scheduled according to the availability of the mediator and the parties.

c. The mediation process shall be completed within twenty (20) days following the Grievant's appeal to Level IV, unless the parties mutually agree to extend the twenty- (20) day time requirement.

d. If an agreement is reached, the agreement shall be written and shall be signed by all the parties to the mediation. All settlement agreements shall be non-precedential and shall constitute only a settlement of the particular grievance.

5. Level V - Arbitration

a. If the Grievant is not satisfied with the disposition of the grievance at Level IV, the Grievant may, within ten (10) days of the last meeting with the mediator, or within ten (10) days of the expiration of the timeline in Level IV above, submit a request to the Association Grievance Chairperson, requesting that the Association submit the grievance to arbitration. If the Association Grievance Committee approves the request, the Association shall submit the grievance to arbitration by giving written notice to the Superintendent's Office within fifteen (15) days after the date the request is made of the Association by the Grievant.

b. Within ten (10) days after such written notices of submission to arbitration, the Superintendent's Office and the Association shall request jointly the State Conciliation Services to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Grievant. All other expenses shall be borne by the party incurring them.

d. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

e. The arbitrator shall have no power to award punitive damages, make class action awards, except where the class is properly identified at Level I of the procedure, or make money damage awards effective any date earlier than up to one year prior to the date the grievance was filed, except as provided by law.

f. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

g. Issues arising out of the exercise by the Board and administration of its responsibilities under Article IV (District Rights) of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this arbitration procedure.

h. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations and shall set forth the arbitrator's reasoning and conclusions on the issues submitted.

i. The arbitrator's decision is final and binding except that the arbitrator's award must be supported by the preponderance of the evidence and in conformance with law. Such awards are specifically reviewable by the Superior Court pursuant to the processes and procedures set forth under the California Code of Civil Procedure.

D. Miscellaneous

1. No reprisals of any kind shall be taken by the District or the Association against any participant in the grievance procedures.
2. A unit member may be self-represented or have a representative of the unit member's own choice at all formal levels of the grievance procedure below Level V.
3. When a Grievant is required to appear before an agent of the employer, or the employer, the meeting shall be at a mutually agreed upon time and the Grievant shall be given the reasons for the required appearance.
4. All grievances shall be treated as confidential matters and as such only persons who are necessary to the processing of the grievance or to the adjustment of the grievance or necessarily involved in the investigation of the grievance shall have access to information concerning the grievance.
5. Nothing contained herein shall deprive any unit member of any legal right that he presently has.
6. Any expenses incurred shall be borne by the parties incurring them, except as provided for in Level V.
7. Any employee who is requested to appear in such conferences or hearings as a witness during working hours shall be accorded release time, but not the cost of a substitute. Witnesses shall be informed that their testimony shall be kept confidential unless they choose to make it public.
8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
9. Neither the employer nor the Association shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been carried through prior steps as required by the provisions of the procedure.

The Superintendent, or his designee, and the Association agree to make available to both parties all pertinent information, not privileged under law or employer policies, in their possession or control and which is relevant to the issues raised by the grievance.

10. If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to any higher level of the grievance procedure. Time limits may be shortened or extended.
11. A grievance may be withdrawn at any level without establishing precedent.
12. A decision rendered at any level shall be considered final unless an appeal is registered within the limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
13. Nothing in these grievance procedures is meant to deny to either the Association or to the District the right to complain directly to the other, at whatever level seems appropriate, about the handling of issues that appear elsewhere in this contract other than in the articles on Association Rights or District Rights. Such discussions shall not be matters of formal grievance procedures unless both parties agree that formal grievance procedures should be entered into as a possible way of avoiding a contest over unfair labor practices with the Public Employment Relations Board.

ARTICLE VI
Compensation & Benefits

A. 2020-2021 Teachers' Salary

1. **Salary Schedule Increase:** The 2020-2021 Teachers' Salary Schedule shall reflect a three percent (3%) increase over the 2019-2020 Employees' Salary Schedule, effective July 1, 2020. This increase shall apply to all employees employed by the District as of the date of ratification of the Tentative Agreement.

   Appendix H (Certificated Special Salaries and Stipends, including Hourly, Adult Education) shall be increased by three percent (3%) effective July 1, 2021.
2. **One-Time Payment:** Employees shall receive a one-time, off the schedule payment equal to two percent (2%) of their earned salary as reflected on the 2020-2021 salary schedule after the raise in section A (1) has been applied.

Note: The District's increased contribution to the cost of Health and Welfare benefits is equivalent to an additional .26% salary increase (calculated for all employees), bringing the "total compensation" increase for 2020-2021 to 5.26%

B. 2021-2022 Teachers' Salary

1. **Salary Schedule Increase:** The 2021-2022 Teachers' Salary Schedule shall reflect a three percent (3%) increase over the 2020-2021 Employees' Salary Schedule, effective July 1, 2021. Appendix H (Certificated Special Salaries and Stipends, including Hourly, Adult Education) shall be increased by three percent (3%) effective July 1, 2021.
2. **One-Time Payment:** Employees shall receive a one-time, off the schedule payment equal to two percent (2%) of their earned salary as reflected on the 2021- 2022 salary schedule after the raise in section B (1) has been applied. This payment will be issued to unit members who are in active status as of May 1, 2022.

C. Benefits

1. **Retirement and Workers' Compensation**

   The District shall pay the increased employer costs of all STRS, PERS and workers' compensation benefits during the duration of this contract.
2. **Unemployment Insurance**

   The District shall pay the cost of this item, if mandated by law during the duration of this contract.
3. **Life Insurance**

   For the duration of the contract, the District shall provide life insurance coverage for active employees at the same level [*Note:* the new plan benefits are based on age- up to age 65, $100,000, age 65-69- $65,000, age 70 and older, $50,000] and shall pay the premiums for each active employee who qualifies for full benefit coverage. The District shall pay the pro-rated premiums for active employees who work more than fifty percent (50%) but less than one hundred percent (100%), as specified in Section B.4.f.2 of this article.
4. **Medical, Dental, and Vision Insurance**

   a. The District and PAEA are committed to providing unit members with cost effective health insurance coverage with plan choices and family coverage. Therefore, they each hereby instruct their appointed representatives to the Joint Benefits Committee to explore all options, including but not limited to:

      (1) Changing carriers

(2) Changing coverage levels
(3) Changing rate structures
(4) Changing eligibility requirements

To achieve our joint goal, the Committee shall make every reasonable effort, depending upon obtaining information from the benefits consultants, to issue its recommendations to the parties no later than September 10th of each school year. Within two weeks of receiving a recommendation from the Joint Committee, the District and PAEA shall make every reasonable attempt to meet to negotiate this Article. The district will suspend the JBC committee during Fall, 2021 (The 2022 plan year).

b. Effective January 1, 2021, and through December 31, 2021 only, the District shall contribute towards health and welfare benefits an amount not to exceed the product of $15,141 multiplied by the number of eligible employees (pro-rated to a full time equivalent assignment) for medical, dental, vision, and life insurance. Unit members who are eligible for fully paid health benefits shall participate in one of the medical programs, plus the dental, vision, and life. Full-time unit members qualified for Section B.4.e of this article may opt out of insurance.

Effective January 1, 2022, and through December 31, 2022 only, the District shall contribute towards health and welfare benefits an amount that provides unit members with the same dependent contributions from January 1, 2021 through December 31, 2021.

1) The District shall contribute up to the maximum amount listed per month toward the cost of the selected medical plan for each full-time unit member

Active Employee Plan	District Monthly Contribution (12 per year)	Employee Monthly Contribution (12 per year)	Total Monthly Premium Rate for 2022
Kaiser			
Employee	$ 765.88	$0	$ 765.88
Employee + 1	$1,371.76	$ 160.00	$1,531.76
Employee + Family	$1,947.45	$ 220.00	$2,167.45
Sutter Health Plus			
Employee	$ 833.60	$0	$ 833.60
Employee + 1	$1,517.30	$ 150.00	$1,667.30
Employee + Family	$2,154.40	$ 205.00	$2,359.40
Delta Dental			
PPO Plan	$ 107.46	$0	$ 107.46
Premier Plan	$ 128.55	$0	$ 128.55
VSP			
Vision Plan	$ 17.56	$0	$ 17.56
VOYA Life Ins			
Life Insurance up to age 64 ($100,000)	$ 14.00	$0	$ 14.00
Life Insurance age 65 to 69 ($65,000)	$ 9.10	$0	$ 9.10
Life Insurance age 70 and over ($50,000)	$ 7.00	$0	$ 7.00
Dependent Cost	$ .24	$0	$ .24

2) Absent any written subsequent agreement to the contrary, the District's obligation on and after January 1, 2021, to contribute towards health benefits shall not exceed the product of $15,141 multiplied by the number of eligible employees (pro-rated to a full time equivalent assignment) divided by twelve (12) equal monthly payments. The dollar amount specified in this section sets no precedent regarding the District's obligation to provide benefits at any particular plan level in future years. However, the District's obligation to pay premium costs at the January 1 to December 31, 2021 level shall continue until a subsequent agreement regarding health and welfare benefits is reached or until the automatically applied $280,000 below is expended, whichever comes first**.**
3) Beginning January 1, 2021, the District will automatically contribute $280,000 to defray any increased cost of benefits for the 2021 benefit year above the District's contribution of the product of $15,141 multiplied by the number of eligible employees in the bargaining unit as outlined in this section**.**
4) Agreed upon principles and procedures for calculating and allocating increased benefits costs are set forth in section B.5 of this article.
5) For eligible employees whose first date of paid service is on or after January 1, 2010, the District shall provide dental insurance coverage under a PPO dental plan. Eligible employees whose first date of paid service is before January 1, 2010, the District shall provide eligible employees with a choice of dental plans--the current incentive dental plan or the PPO dental plan under which employees hired on or after January 1, 2010 are covered. Employees who have the option of selecting dental coverage and who select the PPO dental plan shall not be eligible to return to the current incentive plan. Eligible employees whose first date of paid service is before January 1, 2010, and who resign or are laid off and are subsequently rehired within thirty-nine months shall be provided only the PPO dental plan.
6) The District will provide coverage to domestic partners of unit members, provided the definition of domestic partnership meets all the criteria of Section 297 of the California Family Code, and provided further that the unit member presents the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code section or with any local agency registering domestic partnerships. At any time during this agreement, the carriers and the benefits specifications may be changed through negotiations if the parties mutually agree.

c. Joint Benefits Committee
   1) The District will form a Joint Employee-Employer Benefits Committee, comprised of four (4) appointees each of the Association, the District, and CSEA and one (1) appointee from PAMA.
   2) The purpose of the Committee will be to consider and make recommendations to the negotiating teams regarding matters related to medical, dental, and vision benefits, including the following:
      a) To explore alternative indemnity carriers and/or modification of current indemnity benefit specifications;
      b) To recommend employment of the necessary professional advice regarding medical, dental and vision programs; and
      c) To review and make recommendations on any cost savings or cost containment measures, including brokerage/sales fees, pre- and post- admissions review, contracting with local hospitals, and utilization review.

3) The respective parties will make their appointments annually by April 15 of each year. The first meeting will be scheduled by the District Human Resources Office; thereafter meetings will be scheduled by consensus of the Committee. Released time will be provided for the committee members.

d. No person shall be covered under more than one plan contributed to by the District. An employee with a spouse or partner who is also employed by the District would be covered in the following manner:

1) No dependents: (a) each may be covered under employee only coverage or (b) one employee-plus-one coverage policy.
2) One or more dependents: (a) one employee-plus-family coverage policy.
3) Employee contributions: Married or registered partners, both benefit eligible and employed by the District may be eligible for an additional District contribution toward the employee contribution for health benefits in the Kaiser or Sutter Health Plus HMO employee-plus-one and the Kaiser or Sutter Health Plus HMO employee-plus-family medical coverage policies. Adding the FTE of the couple and multiplying the portion over 1.0 FTE by the District's monthly contribution for the Kaiser or Sutter Health Plus HMO employee-only policy shall determine the amount of the additional District contribution toward the employee contribution. If this product equals or exceeds the employee monthly contribution for the chosen Kaiser or Sutter Health Plus HMO policy ($160 for the Kaiser employee-plus-one policy or $220 for Kaiser employee-plus-family policy or $150 for Sutter Health Plus HMO employee-plus-one policy or $205 for Sutter Health Plus HMO employee-plus-family policy) then the couple will not be required to pay the employee contribution. If this product does not equal or exceed the employee contribution for the chosen HMO policy then the couple will pay the difference as a monthly payroll deduction. Married or registered partners, where both are benefit eligible part-time employees, may combine their FTE to qualify for the full-time District contribution toward an employee-plus-one or employee-plus-family policy without having the District's contribution prorated.

e. Employees eligible for full-time medical coverage who provide proof of comparable medical coverage through a non-District spouse or legal partner may choose to decline District medical coverage and receive $2500 in ten (10) equal payments for a full-year of non-coverage. Employees who have declined medical benefits and received the non-coverage payment may reenroll in a medical plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.

f. Employees eligible for full-time dental coverage may choose to decline District dental benefits and receive $300 in ten (10) equal payments for a full year of non-coverage. Employees who have declined dental benefits and received a non-coverage payment may reenroll in the Delta Dental PPO plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.

g. Part-Time Employees

1) Employees must work one-half (.5) of a full time equivalent (FTE) position or more to be eligible for health, dental, vision and life insurance coverage.
2) For employees regularly assigned at least .5 FTE but less than 1.0 FTE, the District's contribution for health insurance benefits (medical, dental, vision and

life) shall be prorated based upon a full time assignment. If the employee elects to participate in the District's health plans, the part time employee shall pay the balance of the premium cost through monthly payroll deductions in advance of the month of coverage.

3) Summer school employment shall not be considered for purposes of eligibility for health and welfare benefits.

5. P**rinciples and Procedures for Calculating and Allocating Increased Benefits Costs**

As part of 2019-2020 negotiations the District, Association and representatives of other District employees clarified principles and procedures for how increased benefit costs are calculated and allocated among the parties in order to implement section 4.b of this Article. These principles and procedures are reflected in the parties' Memorandum of Understanding dated October 15, 2019, which included agreement to add language to this Article "to provide a clear and succinct explanation of how the cost of health and welfare premiums are allocated among the parties in the future." This language is set forth below in this section.

a. Beginning with the 2020-2021 District Adopted Budget, there shall be a separate budget category ("fund") for District health and welfare benefit programs with appropriate breakdown and detail of revenues and expenditures, including a monthly accounting of employee and District contributions toward benefit costs. This fund shall be updated per established budget updates and interim reports.

b. The parties will continue to utilize the Joint Benefits Committee and time lines set forth in this Article to study and make recommendations for the parties to consider in negotiations regarding increased health and welfare benefit costs.

c. The data to be considered by the parties in the foregoing processes shall continue to be a so-called "Calculator" or its functional equivalent and shall include:

1) The total number of full time equivalent (FTE) employees participating in health and welfare programs as of June 30 each year (defined as medical, dental, vision and life insurance).

2) A breakdown of FTEs participating in each health and welfare program, including FTEs at each "tier of coverage," and the corresponding cost of District and employee contributions for such coverage (per FTE rate and aggregate).

3) The number of FTEs "opting out" of District medical coverage with the corresponding individual District contribution rate and aggregate cost.

4) A breakdown of the total cost of benefits, comparing the sum of all District and employee contributions and the amount (if any) by which contributions have exceeded this total cost (the so-called "rollover").

5) The foregoing total cost of benefits calculation shall not include estimated employee vacancies or corresponding estimated costs.

6) If there is an increase in the total cost of benefits after applying the "rollover" (if any), per past practice, the parties will meet and negotiate as necessary to allocate the increased premium costs among employees based on "tiers of coverage" and may also agree through negotiations to increase the District's dollar contribution per eligible FTE.

a) The allocation of increased costs to employees is an additional expense that impacts employee total compensation.

b) Any increase in the District's dollar contribution per FTE shall be considered as part of an overall increase in total compensation.

D. Salary Advancement

1. Step Advancement

Unit members (including those members with part-time assignments) who work at least seventy-five percent (75%) of the days required for their assignment shall have that year count as a year of experience for salary purposes and shall move one step on the certificated employee salary schedule. Unit members (including those members with part-time assignments) whose assignments do not span the length of a full school year shall not be eligible to move one step on the salary schedule. The District shall use both days worked and personally accumulated sick leave used during the year to calculate the number of days of service for a given school year.

2. Column Advancement

"Plan for Salary Advancement" is incorporated into this Agreement by reference as Appendix B and shall be subject to the grievance procedure, except for the section "Salary Advancement Categories."

E. Salary Payments

The procedures in effect January 17, 1978, as outlined in Section 6 of Policy VI-E, "Compensation and Related Benefits" of the Board Policy and Procedure Manual, shall be maintained for the duration of the contract. The mileage reimbursement for approved travel will be the Internal Revenue Service rate.

F. Pre-Retirement and Post-Retirement Employment Programs

1. The "Pre-Retirement Employment and Post-Retirement Programs" are incorporated into this Agreement by reference as Appendix D.
2. Subject to Education Code Section 22119.2, the District will make the following activities creditable for STRS Defined Supplement Benefit:
   a. All regular teaching beyond 1.0 FTE;
   b. Stipends listed in Appendix H;
   c. Summer school;
   d. Academy teaching;
   e. Lead teacher;
   f. Hourly rate teaching;
   g. Substituting during the school day;
   h. Curriculum writing;
   i. BTSA coach; and
   j. PAR consulting teacher.
3. In addition, the Superintendent or designee and the Association President may agree during the term of this Agreement to add to the list provided the work qualifies under Education Code Section 22119.2.
4. This supplemental benefit may be taken at retirement as an additional annuity or as a lump sum payment, for purposes of paying medical benefits or any other individual use.

G. Peer Assistance and Review Program

The "Peer Assistance and Review Program" is incorporated into this Agreement by reference as Appendix E, and is subject to the grievance procedure, except for the first three paragraphs of "Program Description."

H. Summer School Pay

The pay for summer school shall be increased by a percentage equal to the percentage increase in Appendix A, for each year of this Agreement.

I. Certificated Special Salaries

Certificated special salaries are incorporated into this agreement by reference as Appendix H.

J. Early Notice of Retirement Bonus

A permanent unit member who submits written notice of retirement to the District by February 15th of the year of retirement shall receive a bonus of $1000 for providing the District with the early notification. The bonus shall be pro-rated based upon a full-time assignment.

K. Professional Learning Stipend (PL Stipend)

The District is committed to fostering a culture of on-going professional learning in PAUSD in order to create an environment in which every staff member is actively engaged in professional learning that enhances their ability to improve the experience and education of our students. Unit members and administrators will jointly identify and provide quality professional learning opportunities focused on student learning.

1. The District shall form a committee with teacher representation to assist in identifying eligible professional learning activities and in evaluating the effectiveness of the activities. The Professional Learning Committee will consist of three (3) unit members appointed by the Association and three (3) members appointed by the District. The committee shall be responsible for:
   a. Assisting in the identification of eligible professional learning activities
   b. Assisting in the communication with unit members of those activities that qualify for the PL Stipend.
   c. Providing feedback on the effectiveness of professional learning activities offered by the school sites and District during staff development days
2. Unit members will earn the PL Stipend by engaging in 18 hours of eligible professional learning activities outside the professional workday and beyond those activities provided during designated staff development days.
3. The PL Stipend will be paid at the rate published in Appendix H.
4. Unit members who plan and complete 18 hours of eligible professional learning activities in a given year may earn the PL Stipend annually.
5. Unit members changing grade levels, by their choice, and unit members returning from leave of absence shall be encouraged to participate in this PL program prior to the start of the school year.
6. Unit members shall have their proposed professional learning activities pre-approved by their site principal using district-supplied forms. If a proposed activity is denied by the principal, the unit member may appeal the decision to the Associate Superintendent or designee.
7. In extenuating circumstances, the Superintendent or Superintendent's designee may grant a unit member an extension beyond the two-year time frame to complete the 18 hours of professional learning.
8. Unit members approved by their sites for professional learning hours beyond the 18 hours needed for the PL Stipend will be paid at the hourly professional learning rate in Appendix H.
9. Professional learning hours used for the PL Stipend may not be used for units to move columns on the salary schedule.
10. The District has the sole discretion to discontinue the PL Stipend program (stipend and expectation of 18 hours of professional learning every two years) for any school year beyond 2015-16.

ARTICLE VII
Hours

A. Working Hours

1. All unit members shall be available to students and other staff members before opening and after the closing of school each day.
2. Included in the above are other instructional day duties as assigned, which include, but are not limited to, program development, parent conferences, committee assignments, site and District meetings, special help to student(s), and student supervision. Unit members are encouraged to pursue individual programs of professional growth and development and to participate in parent-school meetings.
3. General education teachers assigned to two or more sites, in the same day, shall not be assigned any extra pupil supervision. General education teachers assigned to two or more sites, in the same week, may be assigned extra pupil supervision in an amount not to exceed that for unit members assigned to one site in the week. Special Education teachers assigned to two or more sites shall not be assigned any extra pupil supervision.
4. At all times possible, site and District administration shall provide staff with three (3) days' advance notice of meetings not calendared at the beginning of the year.
5. Mandated staff development programs shall be scheduled on shortened teaching days, as part of regular department meetings or when released time is provided for those unit members involved.
6. Grades K-6 teachers (including K-6 SDC teachers) shall be given up to four days of released time per year for the purpose of conducting bi-annual parent conferences or a stipend equal to four days at the daily rate specified in Appendix H, for conducting parent conferences outside the school day. With prior approval from the site administrator, a fifth day of conferences may be approved. Elementary (K-5) Resource Specialist, and Elementary ELL, Reading Specialists, and Speech/Language teachers shall be given up to four days of released time per year, or a stipend equal to a maximum of four days at the daily rate specified in Appendix H, for the purpose of attending and participating in bi-annual parent conferences beyond the federal and state mandated meetings (e.g. IEP meetings).
7. A. Meeting time for Elementary Teachers
    1. Elementary teachers will not be required to attend more than an average of four (4) hours per month calculated over a period of two months for such meetings outside the regular day.

    OR

    2. Elementary sites may jointly determine to schedule staff meetings, leadership team meetings, staff development and staff collaboration activities on restructured days, which may occur on any regular day, including Wednesdays.
    3. The principal and the teaching staff/leadership team at each elementary school site will jointly determine an annual schedule of mandatory staff meetings with specified start and end times. This schedule may include, but not be limited to, site, grade level, cluster, department, and faculty meetings.

    B. Meeting Time for Secondary Teachers

    1. Faculty and department meetings will be scheduled on restructured days, which may occur on any regular school day.

    2. The principal and the leadership team at each secondary site will jointly determine an annual schedule of mandatory staff meetings within the restructured days.

C. Part-time teachers shall be required to attend site meetings proportionate to their regular percentage FTE assignment.

8. Mandatory meetings of staff will be run in an efficient manner. The PAEA site representative, after discussion with the principal, may ask for the Superintendent or designee's assistance in the event that the meeting practice at the site is inefficient.
9. Salary advancement credit will be earned for service on a school site council or as a designated school or grade level representative on a district committee mutually identified as being eligible for salary advancement credit by the Superintendent/designee and President of the Association. One unit for salary advancement is earned for each 15 hours of actual attendance at school site council or identified committee meetings. If actual attendance is less than 15 hours, the unit member will receive a prorated amount of hours or a prorated amount of the stipend provided in Appendix H. Unit members on column BA+90 will earn the stipend specified in Appendix H in lieu of salary advancement credit provided site council/district committee attendance is a minimum of 15 hours of attendance. On occasion, the Association will provide the stipend. (See Appendix B for details)
10. The District, will, consistent with law, notify the Association of any proposed changes to the school day which might have negotiable impact on unit members hours.

B. Minimum Days

At the beginning of the school year, the District shall furnish each employee a calendar of specific minimum days, identifying those for staff. In addition, the Superintendent, or his designee, shall approve all additional minimum days or any departure from the established hours prior to a change in any such schedule at a particular school within the District.

Elementary and Secondary teachers shall be dismissed at the end of the student instructional day on the Friday before Labor Day Weekend no matter which week their school holds its Back to School Night.

4. Minimum Day Schedule
    a) Secondary: Follow school site schedules for minimum days
    b) Elementary: Students are released at the same time as Wednesday early dismissal

C. Working Days

1. The work year shall be 187 days which shall be configured as follows:
    a. 180 - Student attendance days
    b. 3 - Staff development days
    c. 1 - District workday for site and District meetings
    d. 3 - Teacher directed workdays for preparation, collaboration, and school year completion.
2. If the District requires a unit member to work additional days, said unit member shall be compensated at a daily rate in accord with the unit member's placement on the salary schedule.
3. The work year for unit members appointed by the District to be District Teachers on Special Assignment (DTOSA) shall be 200 days. This work year does not apply to a unit member appointed by a site to be Site Teacher on Special Assignment (STOSA).
4. The work year for secondary school counselors shall be the teacher work-year plus four (4) additional days. The four (4) additional workdays may occur before first teacher workday and/or after the last teacher workday of the school year. The school principal shall determine the specific workdays, in consultation with the counselor. If the District or school principal requires a unit member to work additional days, said unit member shall be compensated at a daily rate in accord with his/her placement on the salary schedule. Three workdays are contingent upon the District's continued ability to receive funding according to Education Code Section 44579.
5. In developing the work calendar for the succeeding school years, the parties will use the following process:

a. By November 1, the negotiating teams for PAEA, CSEA, and the District will publicly meet and negotiate over the work calendar.
b. The tentative agreement will be forwarded to the Board of Education for consideration in a session open to the public.
c. If the Board does not adopt the tentative agreement, the joint parties will meet and negotiate again, or at the election of PAEA, will meet and negotiate separately on mandatory subjects related to the school calendar.

D. Reduced Workload Program

Requirements unit members must meet to participate in the Reduced Workload Program (Willie Brown Act), are referenced in Appendix D-1 "Pre-Retirement Employment and Post-Retirement Programs."

ARTICLE VIII
Transfers

A. Definitions

A transfer is a movement of a unit member to a different level (elementary, middle, high, or alternative program) or site. Transfers are seen as a means to facilitate and support professional growth or to meet specific individual, site, or district needs. A unit member, his/her principal or supervisor, or the Superintendent or his/her designee may initiate a transfer. The District shall attempt to make transfers on a mutually satisfactory basis among unit members. Teachers shall be assigned to teach within the authorizations of their teaching credentials and, to the extent possible, within their major or minor fields of study.

B. Information on Teacher Needs

Early in February of each year, information shall be requested from unit members regarding their plans for the ensuing school year. Results of this survey provide preliminary information on personnel needs for the fall semester.

C. Vacancies

A current list of vacancies shall be posted on the PAUSD staff web site with known information about the grade level/subject and school site of the vacancies. Unit members are encouraged to check the PAUSD staff website regularly for the most up-to-date vacancy information.

D. Transfers Initiated by Unit Member

1. The Human Resources Department shall coordinate the transfer process for the District.
2. The deadline for self-initiated transfer requests for the following school year is March 1st.
3. Unit members interested in transferring to a different position shall submit a transfer request, using the District form, to the Assistant Superintendent--Human Resources. Transfer request forms are available on the PAUSD Intranet in the general forms folder of the Human Resources section. Unit members are encouraged to discuss their interest in a transfer with their supervisor.
4. The Assistant Superintendent--Human Resources or his/her designee shall acknowledge receipt of transfer requests within five days of receipt; and, unless special arrangements are made, shall communicate the transfer requests to the principal/supervisor of those sites/departments that the unit member indicated on the transfer request form and to the unit member's current principal/department administrator. Unit members are encouraged to contact site/department administrators with vacancies matching their interests.
5. Transfer requests from unit members who meet the position qualifications shall be considered in the following order:
    a. Displaced teachers due to collapsed classes and loss of bubble classes.
    b. Permanent unit members and unit members returning from leave of absence or teacher-on-special-assignment (TOSA) positions.
    c. Probationary/Temporary unit members
6. When a vacancy exists, the site principal or other responsible administrator shall interview, in person or via phone, all qualified unit members with transfer requests matching vacancies in his/her building/department. The site principal or other responsible administrator shall communicate in writing the final action taken to fill the vacancy with each unit member who interviewed for a transfer.
7. A unit member who initiates a request for transfer need not accept a position/assignment offered, but may remain in his/her present role.
8. In the event a unique vacancy occurs after March 1st, then the deadline is extended to 5 school days after the vacancy is posted.

9. Vacancies that occur after the school year ends shall be posted on the PAUSD staff website. However, these late vacancies shall be filled in the most expedient manner, with no timeline for posting or filling the vacancy.
10. In the event a unit member's grade-level assignment changes after March 1st, the deadline for a self-initiated transfer request for that unit member shall be extended to 5 school days after the assignment change is communicated in writing to the unit member.

E. Transfers Initiated by Principals, Supervisors, or District Administration

1. The central administration or a site principal or supervisor may initiate teacher transfers in order to meet the staffing needs of the District or site.
2. Staffing needs of the District or site that may be considered when initiating transfers include, but are not limited to:
   a. Special qualifications;
   b. Minority representation;
   c. Male-female balance;
   d. Varied length of service at the site or in the department;
   e. Level of experience and expertise; and
   f. Staff collaboration and teamwork.
3. Before an administrative transfer is initiated, each person affected by the proposed transfer shall participate in a conference with the principal and the administrator of Human Resources. The parties will discuss the issues giving rise to the transfer, explore possible options to resolve the issue other than a transfer, and seek mutual agreement on a resolution. If an administrative transfer is initiated, the District will provide a written response as to the reasons for the transfer.
4. Administrative transfers will not be made for disciplinary purposes.
5. In considering administrative transfers, every effort shall be made to place a unit member who meets the Teaching Standards defined in Article X in an appropriate assignment, as perceived by the unit member and his/her supervisor.
6. When considering involuntary staff transfers, if an employee has signed a formal agreement with the District to retire at the end of the next school year, the District administration shall make a good faith effort to keep the employee at the same school site during the last year of employment.

F. Transfers Resulting from School Closure or District Reorganization

A committee consisting of four (4) representatives each from the Association and the District shall meet to review transfer procedures if or when school closure or District reorganization occurs.

G. Newly Created Certificated Positions

Newly created certificated positions within the bargaining unit shall be advertised in accordance with District procedures and shall include the job description and necessary qualifications.

ARTICLE IX
Class Size

The following provisions will become effective July 1, 2016:

A. Class Size Staffing Ratios

The class size staffing ratios within each school shall be based on the following:

Grade K……...One teacher per average of 19 students*
Grades 1……...One teacher per average of 22 students*
Grades 2-3 ..... One teacher per average of 23 students*
Grades 4-5 ..... One teacher per average of 24 students*
Grades 6 (Core) ..... One teacher per average of 24 students*
Grades 7-8 (Math/English) ..... One teacher per average of 24 students*
Grades 9 (Math/English) ..... One teacher per average of 24 students*
Grades 10 (English)..... One teacher per average of 26 students*
Grades 6-12..... One teacher per average of 28.5 students
* Class size reductions supported by State or local funding

B. Class Size Reduction

1. Class Size Reduction Based on State and Local Funding

   The class size reduction ratios listed in Section A are contingent on continued State and local funding. If the State or local funding ceases or is reduced below the 2002 funding levels, the Board may reinstate, in Section A, the appropriate ratios list in Section B.2 that existed before the implementation of State and Local class size reductions.

2. Ratios prior to Class Size Reduction per Section A

   K ..... One teacher per 27 students
   Grades 1-5..... One teacher per 27.5 students
   Grades 6-12..... One teacher per 28.5 students

C. Remediation Measures

1. If the daily enrollment in a K-5 class exceeds the class size ratio listed in Section A, the remediation measures of Section C.3 will apply. This remediation will be paid quarterly and will be calculated on the fifteenth day of each quarter. Remediation funds, per student over the appropriate class size ratio, shall be determined by dividing the first cell of the salary schedule by the class size ratio for K-1 in Section A. Except for this provision, any enforcement of the K-3 standards or any penalties or other remedies will be only through the appropriate State rules and regulations.
2. If the class size staffing ratios for grades 6 through 12 within a school exceeds the above listed averages on the fifteenth day of the school year and/or the beginning of the second semester, the remediation measures described in Section C.3 below will apply.
3. When remediation measures apply, the first consideration for the use of the remediation funds shall be to reduce the impact of the larger class size. The principal and staff members involved shall explore and mutually discuss the following methods for remediation, and thereafter the principal shall select from the following options:
   a. Aide assistance
   b. Additional aide time or additional classroom support FTE
   c. Transfer of pupils.
   d. Hiring of additional teacher(s).

e. If after discussion, none of the above options are feasible, the principal and staff members involved will present a remediation plan for equivalent funds in lieu of personnel to the Superintendent or designee for approval.

   In the case of remediation in grades 6 through 12, the principal will present the remediation plan to the staff by the twenty-first day of the semester or school year, whichever is appropriate. In the case of remediation in grades K- 5, the plan will be presented within 10 school days of the date on which the criteria for remediation are met.

4. The District shall provide the Association with the class size school average statistics as of the eleventh day of the school year, or thereafter on request. The Association's building site representative may participate in the remediation discussion.

ARTICLE X
Evaluations

A. Introduction

1. The District and the Association mutually agree on the importance of an evaluation system that:
   a. Acknowledges excellence in teaching, encourages risk-taking and collegiality for professional growth, and supports those needing assistance;
   b. Is based on standards of excellence that are well known and that are applied with clarity, consistency, and fairness for all teachers;
   c. Allows administrators, teachers, parents, and students to work together efficiently and effectively to continuously improve education in our schools.
2. This article shall be implemented in accord with the guidelines of the Board Policy 4115. (This policy is included as Appendix I as an attachment to the contract for information purposes but is not subject to the grievance procedure.)
3. In elementary and secondary school, the principal has ultimate responsibility for evaluating staff members. In the secondary schools, the principal may share this responsibility with other site administrators. Department Instructional Leaders at the secondary schools may contribute toward the evaluation of department staff members.
4. By September 30 of each school year, staff members on the formal assessment schedule shall be notified by the Certificated Human Resources office of the name(s) of the person(s) responsible for their evaluation.
5. The responsibilities and duties enumerated in this section are listed to indicate activities that help accomplish the goals of evaluation. It is not necessarily an all-inclusive list. Staff and supervisors are encouraged to design and implement other activities that help fulfill the goals of evaluation.

B. Definitions

1. Professional Development Plan

   A document developed by the teacher in consultation with the supervisor describing a teacher's professional growth interests and needs that:
   a. Covers one to four years of professional activity
   b. Includes 1-5 long-term professional growth goals that are consistent with school, district, and department goals and priorities
   c. Identifies the California Standards for the Teaching Profession (CSTP) and the California Standards for the School Counseling Profession (CSSCP) related to each professional growth objective; hereafter referred to as the "Standards"
   d. Identifies specific annual objective(s) to be the focus in the present year and describes activities to be undertaken
   e. Is updated each year and may be revised at any time, and
   f. Is kept on file by the teacher and supervisor/evaluator
2. Formal Observation

   A classroom observation by the supervisor/evaluator that:
   a. Is announced at least 2 days in advance
   b. Is preceded by a conference between supervisor and teacher
   c. Is at least 30 minutes in length, and
   d. Is followed by a conference and written report of the supervisor's comments no later than five school days after the observation
3. Informal Observation

   A classroom observation by a supervisor/evaluator that:

a. Does not meet one or more of the criteria listed above for a formal observation. Informal observations include drop-ins, visits, or pass-throughs. These are usually short visits, but have no time restrictions
b. For informal observations of more than 10 minutes, the supervisor/evaluator shall provide brief, informal, and meaningful feedback within 3 days to help the teacher reflect on their practice.

C. Evaluation Plans

1. Teachers will be evaluated by one of the following plans:
   a. Plan 1: Staff members who do not have permanent status in the District will be evaluated under Plan 1.
   b. Plan 2: Two and Four Year Cycles
      (i) Plans 2.2 and 2.2 Peer (two-year cycle): Permanent staff members who are judged by their supervisor(s) to meet all the Standards and who have been in the District fewer than ten years shall be evaluated under Plan 2.2 unless the teacher selects Plan 2.2 Peer
      ii) Plans 2.4 and 2.4 Peer (four-year cycle): Permanent staff members who have been in the District ten years or more and who are judged by their supervisor(s) to meet all the Standards shall be evaluated under Plan 2.4 unless the teacher selects Plan 2.4 Peer
   c. Plans 3 and 4: Permanent staff members who are judged by their supervisor not to meet one or more of the Standards shall be evaluated by Plan 3 or Plan 4. These plans are described in Sections H, I, and J of this Article.
2. Required procedures for each plan are listed here. Under no circumstances will any of the evaluation procedures described here prohibit the District from initiating termination procedures at any time for reasons other than unsatisfactory performance, pursuant to the Education Code.
   a. Plan 1 Required Procedures for Evaluation of Staff Members Not Having Permanent Status
      (1) Plan 1 Procedures Required of Staff Members:
         (a) To follow the chronology outlined in Section G (Chronology) for relevant plan.
         (b) To meet with his/her supervisor to discuss progress toward meeting the PAUSD Teaching Performance Standards and/or toward achieving the annual objectives in the professional development plan.
      (2) Plan 1 Procedures Required of Supervisors/Evaluators:
         (a) To follow the chronology outlined in Section G (Chronology) for relevant plan.
         (b) To observe the work of the staff member for a sufficient period of time to make an appropriate assessment.
         (c) To make informal classroom observations, announced or unannounced and of any duration, as needed.
         (d) To be sure that no more than two supervisors observe a teacher at the same time.
         (e) To assist the staff member in identifying desired improvements and to develop a program to effect those improvements. If a desired or needed improvement for a staff member is identified, the supervisor shall indicate in subsequent written records whether or not the staff member has effected or partially effected improvement.
         (f) To determine whether a staff member's performance meets the Standards. If it does not, the supervisor shall communicate this to the staff member in writing. The judgment of teacher performance reported on the Summary Evaluation will determine the evaluation status of the staff member at the start of the next school year.
   b. Plan 2 (2.2, 2.2 Peer, 2.4, and 2.4 Peer) Required Procedures for Evaluation of Permanent Staff Members Meeting the Standards

      A permanent teacher determined by his/her supervisor to be meeting all of the Standards shall be evaluated by Plan 2. A teacher with fewer than ten years in the District may select either

Plan 2.2 involving evaluation by his/her supervisor in a two-year cycle, or Plan 2.2 Peer involving self-assessment and peer collaboration, also in a two-year cycle. A teacher who has been in the District for ten years or more and is determined by his/her supervisor to be meeting all of the Standards may select either Plan 2.4 involving evaluation by his/her supervisor in a four-year cycle, or Plan 2.4 Peer involving self-assessment and peer collaboration, also in a four-year cycle. A teacher may change plans at the end of a complete cycle by informing his/her supervisor. Requests to change plans other than at the end of the cycle because of unusual circumstances must be approved by the teacher's supervisor and the Assistant Superintendent, Human Resources.

(1) Plan 2.2 and 2.4 Procedures Required of Staff Members:
   (a) To follow the chronology outlined in Section G (Chronology) for Plan 2.2 or 2.4.
   (b) To meet and work with his/her supervisor/evaluator to:
      i. Develop a multi-year professional development plan that includes annual objectives;
      ii. Assess progress toward achievement of annual objectives;
      iii. Assess the staff member's performance on the Standards; and
      iv. Assess the learning and working environment.
   (c) Additional Procedures Required of a staff member on Plan 2.4: To have a professional dialogue and reflective review with supervisor/evaluator at the end of the second year of the four-year evaluation cycle to summarize achievements/efforts and to support continuous growth and achievement.

(2) Plan 2.2 and 2.4 Procedures Required of the Supervisor:
   (a) To follow the chronology outlined in Section G (Chronology) for Plan 2.2 or 2.4.
   (b) To assist staff members in preparing a multi-year professional development plan that includes annual objectives, to provide support for staff member's continuous progress toward achievement of the annual objectives in the plan, and to assess achievement of those objectives.
   (c) To provide staff members with information about goals and priorities at other levels within the system, and to ensure that individual staff members' professional development plans support those goals and priorities.
   (d) To observe the work of the staff member for a sufficient period of time to make an appropriate assessment. In the formal evaluation year this will include at least two formal observations, and in the informal evaluation year at least one formal observation.
   (e) To assess whether a staff member's performance meets the Standards. If the performance does not meet the Standards, the supervisor/evaluator shall communicate this to the staff member in writing, and procedures outlined in Evaluation Plan 3 shall be followed.
   (f) Additional Procedures Required of the Supervisor/Evaluators for staff on Plan 2.4: To have a professional dialogue and reflective review with each staff member at the end of the second year of the four-year evaluation cycle to summarize achievements/efforts and to support continuous growth and achievement.

(3) Plan 2.2 Peer and 2.4 Peer Procedures Required of Staff Member:
   (a) To follow the chronology outlined in Section G (Chronology) for Plan 2.2 Peer or 2.4 Peer.
   (b) To create and participate in a professional partnership group, to inform his/her supervisor/evaluator of the names of the partnership group members by September 30, and to meet at least quarterly to discuss teaching concerns and interests.
   (c) To write and annually update a multi-year professional development plan that includes annual objectives and to discuss this plan with his/her professional partnership group and supervisor/evaluator.

(d) To encourage partners to observe his/her class on an informal basis and to visit partners' classes.

(e) In the informal evaluation year(s), to discuss with partners and supervisor his/her progress and performance with regard to the professional development plan and the Standards.

(f) Additional Procedures Required of a staff member on Plan 2.4 Peer: To have a professional dialogue and reflective review with supervisor/evaluator at the end of the second year of the four-year evaluation cycle to summarize achievements/efforts and to support continuous growth and achievement.

(g) At end of the formal evaluation year (the second year of a two-year cycle or the fourth year of a four-year cycle), to collaborate with supervisor in writing a summary evaluation based on the professional development plan and performance in relation to the Standards, submit this report to at least one partner for response by May 1, and submit the report and response(s) to the Certificated Human Resources Office by May 15.

(h) A staff member who fails to fulfill the requirements of Plan 2.2 Peer or 2.4 Peer shall move to Plan 2.2 or 2.4.

(4) Plan 2.2 Peer and 2.4 Peer Procedures Required of Supervisor:

(a) To follow the chronology outlined in Section G (Chronology) for Plan 2.2 Peer or 2.4 Peer.

(b) To discuss the professional development plans with participant and sign the plan to indicate acceptance.

(c) To observe informally on a regular basis, collect data on teacher performance in all areas covered by teaching standards, and discuss data promptly and honestly.

(d) To support teacher's professional development goals by providing resources, feedback, and recognition, or by arranging for this support to be provided by others.

(e) Additional Procedures Required of the Supervisor/Evaluators for staff on Plan 2.4 Peer: To have a professional dialogue and reflective review with each staff member at the end of the second year of the four-year evaluation cycle to summarize achievements/efforts and to support continuous growth and achievement.

(f) To collaborate with the teacher on writing the summary evaluation in the formal evaluation year (second year of a two-year cycle or the fourth year of a four-year cycle).

(g) To assess whether a staff member's performance meets the Standards. If the performance does not meet the Standards, the supervisor/evaluator shall communicate this to the staff member in writing, and procedures outlined in Evaluation Plan 3 shall be followed.

D. Procedures to Resolve Disagreement over the Professional Development Plan or Observation Schedule for Teachers on Evaluation Plans 1, 2.2, 2.2 Peer, 2.4, or 2.4 Peer

The following procedures shall be followed in the event of a disagreement between the staff member and the supervisor/evaluator regarding the professional development plan or classroom observations.

1. The staff member and the supervisor/evaluator shall make good faith effort to resolve the disagreement themselves.
2. If the disagreement persists, the parties may together invite a third party to assist in resolving the disagreement.
3. If the third party is not successful in helping the staff member and supervisor/evaluator to resolve the disagreement, the staff member, supervisor/evaluator, and the third party shall each have the opportunity to state his/her position on the matter(s) in dispute and to have a written statement attached to the observation report or professional development plan. If necessary, a Human Resources administrator shall make the final decision on the matter(s) in dispute.

E. Responsibilities of the Superintendent and His/Her Staff

1. To ensure fairness in the evaluation process by:
   a. Consulting with supervisors/evaluators to ensure that judgments are based upon appropriate data;
   b. Helping supervisors/evaluators identify and assist staff members who do not meet the Standards, or assisting those staff members directly;
   c. Developing forms for the recording of observations and for the summary evaluation consistent with the contract and with the agreement of the Association; and
   d. Reviewing completed summary evaluations.
2. To provide for training of staff members who must evaluate the work of others.
3. To make decisions regarding the initiation of termination of a staff member, pursuant to the Education Code.

F. Responsibilities of the School District

1. To provide the resources necessary for carrying out this process, including, but not limited to, the following:
   a. Time for supervisors/evaluators and staff members to confer in order to develop the professional development plan;
   b. Training on the process of developing professional development plans and assessing staff member performance; and
   c. A list of immediate supervisors/evaluators for each member of the bargaining unit, to be provided to the Association no later than September 30. The District shall notify the Association of any changes in the September 30 list.
2. To identify priorities for supervisors/evaluators in such a way that they have time to provide needed support for staff members.
3. To establish goals for the District and to review progress toward the accomplishment of those goals.
4. To specify the District goals and any specific objectives of a management team member or of any other supervisor if those objectives affect the staff member(s).
5. To provide resources determined by the District to assist staff members in pursuing their professional development plans.
6. To defend and indemnify, to the extent required by law, staff in the performance of their duties as an agent of the administration in the evaluation of a unit member.

G. Chronology

1. Evaluation tables are listed for Plans 1, 2.2, 2.2 Peer, 2.4, and 2.4 Peer describing the procedures for both formal evaluation years, in which summary evaluations are required, and informal years, in which no written summary evaluation is required.
2. All temporary and probationary staff members will follow the chronology given for Plan 1, which involves formal evaluation every year.
3. All permanent staff members with fewer than ten years experience in the District unless requesting Plan 2.2 Peer (two-year cycle), shall follow Plan 2.2, having a formal evaluation (written summary evaluation) every other year except when:
   a. The staff member has been placed under Evaluation Plan 3: Does Not Meet Standards — Support/Improvement Plan Implemented;
   b. The staff member has been placed under Evaluation Plan 4: Does Not Meet Standards — Administrative Review.
4. All permanent staff members with ten years or more experience in the District, unless requesting Plan 2.4 Peer (four-year cycle), shall follow Plan 2.4, having a formal evaluation (written summary evaluation) every four years and a professional dialogue with reflective review with the

supervisor/evaluator in the second year of the cycle, except when circumstances exist as detailed in G.3.a. and 3.b. listed above.

5. The target dates listed in the tables do not necessarily preclude those activities from also occurring during other times of the year.
6. This chronology by itself does not give a complete picture of the evaluation process. It must be looked at in conjunction with the responsibilities listed on the previous pages. Further, the establishment of the following target dates is not meant to ignore the importance of ongoing informal meetings between the supervisor and the staff member. Such meetings are an important part of the evaluation process.
7. The target dates listed in these tables are dates by when the procedures are expected to be accomplished, although exceptions may be made. If procedures are not accomplished within two weeks after the target dates listed, some final judgments about the staff member's performance that year may be impossible or inappropriate.
8. During the informal evaluation year, staff members will be expected to review and revise their professional development plans, and may use a variety of methods for assessing progress on their professional development plans, including self-evaluation. Informal meetings with supervisors are encouraged.

Plan 1 — Chronology

This plan applies to all temporary and probationary staff members and their supervisors. Formal evaluation occurs every year.

A staff member who is employed more than 40% and who is temporary for a third consecutive year will follow the chronology for a temporary staff member who is equal to or less than 40%.

Plan 1 Target Dates	Probationary 2 Staff	Supervisor
11/1	Meet to discuss progress on Standards	1st Interim Assessment
12/21	Meet to discuss progress on Standards	2nd Interim Assessment
2/15	Meet to discuss progress on Standards	3rd Interim Assessment Provide opportunity for staff assessment of administrative performance
3/1		Complete "Summary Evaluation" and Tenure Decision

Plan 1 Target Dates	Probationary 1 & Temporary Staff	Supervisor
11/1	Meet to discuss progress on Standards	1st Interim Assessment
2/15	Meet to discuss progress on Standards	2nd Interim Assessment Provide opportunity for staff assessment of administrative performance
4/1	Meet to discuss progress on Standards	3rd Interim Assessment
4/1		Complete "Summary Evaluation" and Rehire Decision

Plan 1 Target Dates	Temporary 40% or Less Staff	Supervisor
12/21	Meet to discuss progress on Standards	1st Interim Assessment
2/15		Provide opportunity for staff assessment of administrative performance

4/1		Complete "Summary Evaluation" and Rehire Decision

Plan 2.2 — Chronology

This plan applies to all permanent staff members who have been in the District for fewer than ten years and who meet the Standards. It has a two-year cycle, alternating formal and informal evaluation years.

Plan 2.2 Target dates	Staff Member	Supervisor
Informal Year (1)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan	
5/1	Plan tentative revisions in professional development plan for following year	
Formal Year (2)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan	
5/1	Plan tentative revisions in professional development plan for following year	Complete "Summary Form for Evaluation of Performance"

Plan 2.2 Peer — Chronology

This plan applies to all permanent staff members who have been in the District for fewer than ten years and who meet the Standards. It has a two-year cycle, alternating formal and informal evaluation years.

Plan 2.2 Peer Target dates	Staff Member	Peer(s)	Supervisor
Informal Year (1)			
9/30	Identify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
5/1	Plan tentative revisions in professional development plan for following year		

Formal Year (2)			
9/30	If needed, modify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan		
5/1	Plan tentative revisions in professional development plan for following year		Complete "Summary Form for Evaluation of Performance"

Plan 2.4 — Chronology

This plan is available to any permanent staff member who has been in the District for ten or more years and who meets the Standards. It has a four-year cycle with a two-year reflective review and professional dialogue.

Plan 2.4 Target Dates	Staff Member	Supervisor
Informal Year (1)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
5/1	Plan tentative revisions in professional development plan for following year	
Reflective Year (2)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan	
5/1	Complete Reflective Review Plan tentative revisions in professional development plan for following year	Receive completed Reflective Review and send to HR
Informal Year (3)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
5/1	Plan tentative revisions in professional development plan for following year	
Formal Year (4)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/14		Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan	
5/1	Plan tentative revisions in professional development plan for following year	Complete "Summary Form for Evaluation of Performance"

Plan 2.4 Peer — Chronology

This plan is available to any permanent staff member who has been in the District for ten or more years and who meets the Standards. It has a four-year cycle with a two-year reflective review and professional dialogue.

Plan 2.4 Peer Target Dates	Staff Member	Peer(s)	Supervisor
Informal Year (1)			
9/30	Identify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
5/1	Plan tentative revisions in professional development plan for following year		
Reflective Year (2)			
9/30	If needed, modify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan		
5/1	Complete Reflective Review Plan tentative revisions in professional development plan for following year		Receive completed Reflective Review and send to HR
Informal Year (3)			
9/30	If needed, modify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
5/1	Plan tentative revisions in professional development plan for following year		
Formal Year (4)			
9/30	If needed, modify professional partnership group		
10/15	Meet to write, discuss, and plan implementation of professional development plan		
2/14			Provide opportunity for staff assessment of administrative performance
4/30	Discuss and assess progress on professional development plan		
5/1	Plan tentative revisions in professional development plan for following year		Complete "Summary Form for Evaluation of Performance"

H. Evaluation Plan 3: Does Not Meet Standards: Support/ Improvement Plan Implemented

1. Placement on Plan 3 is the result of a staff member's failing to meet one or more of the Standards as identified by the site principal and administrative supervisor working in consultation with the Superintendent's staff. While placement on Evaluation Plan 3 may occur during the spring reviews, a staff member shall be placed on this plan whenever it is deemed necessary by the site principal/administrator.

2. Prior to a teacher's being formally assigned to Plan 3, the following procedures will be followed:
   a. If the site principal/administrator determines that a teacher's performance does not meet all the Standards, s/he and the teacher will develop a plan to address concerns over an informal support period of 4 to 8 weeks. The principal/administrator shall notify a PAEA representative chosen by the teacher and a Human Resources administrator of the discussion.
   b. At the end of the agreed-upon informal support period, if the teacher's performance does not meet standards, the principal/administrator shall notify the teacher in writing that s/he is being placed on Evaluation Plan 3.
   c. If a teacher has previously been given the opportunity to address performance concerns through this type of informal support period, it is the prerogative of the principal/administrator to assign the teacher directly to Plan 3 should the same or other concerns surface at a later date.
3. While the principal/administrator may request any assistance or resources that she/he deems appropriate, the responsibility for monitoring and supervising staff placed on Evaluation Plan 3 is the responsibility of the principal/administrator as identified at the beginning of the school year.

I. Procedures for Evaluation Plan 3

1. All general procedures for the staff member and the supervisor listed in in Section G (Chronology) for Plans 1, 2.2, 2.2 Peer, 2.4, and 2.4 Peer are required here. In the case of conflict between those general procedures and these specific procedures, these specific procedures apply.
2. A staff member placed on Evaluation Plan 3 shall be notified of this by both the principal/administrator and a Human Resources administrator.
3. When the staff member has been placed on Plan 3, the teacher, the principal, the administrative supervisor(s), a Human Resources administrator, and at the staff member's request, a PAEA representative of the staff member's choice will develop a support/improvement plan, which shall specify:
   a. Time span of the plan, not to exceed 18 weeks
   b. Performance concerns, including the Standards to be addressed
   c. Support to be provided to the staff member, including referral to the Peer Assistance and Review Program
   d. Process and schedule for gathering parent/student input, if deemed by the supervisor to be a necessary part of the plan
   e. Information about classroom observations to be made, which may be announced or unannounced
   f. Description of what will be considered satisfactory progress toward meeting Standards, to be used in consideration of an extension of the support period (see "5(b)" following) and
   g. Dates of written progress reports and summary evaluation
4. At least every 6 weeks the supervisor shall complete a written report on the staff member's progress and discuss it with the staff member. Each report will clearly identify which standards remain to be met.
5. At the end of the period specified in the support/improvement plan the principal/administrator will write a summary evaluation of the staff member's performance.
   a. If the principal/administrator, in consultation with the supervisor/evaluator, determines that the staff member meets all Standards, s/he will be placed on Evaluation Plan 2.2 and will receive a summary evaluation in the following school year. Thereafter, the staff member may select to be evaluated under any Plan appropriate to the staff member's experience in the District.
   b. If the principal/administrator, in consultation with the supervisor/evaluator, determines that a staff member has made satisfactory progress but still does not meet all standards, an extension

of Plan 3 may be granted for up to 18 weeks. A definition of what will be considered satisfactory progress will be included in the original support/improvement plan.

c. If the principal/administrator, in consultation with the supervisor, determines that a staff member has not made satisfactory progress toward meeting all standards, the staff member will be placed on Evaluation Plan 4.

6. The support/improvement plan and summary evaluation required under Plan 3 will be placed in the staff member's personnel file.

J. Evaluation Plan 4: Does Not Meet Standards: Administrative Review

1. A staff member not meeting one or more of the Standards and not making satisfactory improvement during a period of support in Plan 3 shall be evaluated under Plan 4. Evaluations of staff members under Plan 4 are structured to accumulate a file that demonstrates the quality of the staff member's performance and the efforts expended in assisting the staff member to improve performance. Evaluation Plan 4 requires careful monitoring and analysis of the staff member's performance. The District may begin termination procedures for unsatisfactory performance pursuant to the Education Code at any time while the teacher is being evaluated under Plan 4.
2. The Superintendent's staff, in consultation with site principals and other administrative personnel, shall identify individuals to be placed under Evaluation Plan 4. The staff member shall be notified of this decision at a meeting with the principal/administrator and a member of the Superintendent's staff, in order to delineate clearly concerns associated with the staff member's performance.
   a. Procedures for Evaluation Plan 4
      (1) School and District administrators shall revise the staff member's support/improvement plan (created in Plan 3) to include more frequent observations and conferences and more direct intervention in the classroom. The maximum duration of this support/improvement plan will be 9 weeks.
      (2) At least every 2 weeks the principal/administrator shall complete a written report on the staff member's progress and discuss this report with the teacher.
      (3) The principal/administrator shall write a summary evaluation by a date specified in the support/improvement plan, but no later than 9 weeks after the time the staff member is placed on Plan 4. This evaluation will be reviewed by the Superintendent's staff.
         (a) If the principal/administrator and Superintendent's staff determine that the staff member meets all standards at the end of the support period, the staff member will be evaluated by Plan 2.2 for the remainder of that school year and the following year, receiving a summary evaluation by May 1 in each of those years. Thereafter, the staff member may select to be evaluated under any Plan appropriate to the staff member's experience in the District. (b) If the principal/administrator and Superintendent's staff determine that the staff member does not meet all standards at the end of the support period, the District will initiate termination procedures for unsatisfactory performance, if termination procedures have not already been initiated.
      (4) The revised support/improvement plan, progress reports, and summary evaluation required under Plan 4 will be placed in the staff member's personnel file.

K. Student Input

This section is in place for all unit members, except those participating in the two-year pilot program specified in a separate MOU.

1. Student Input
   a. The District and the Association agree that the purpose of student input is to provide meaningful feedback to assist teachers and supervisors in their reflection on and improvement of teaching practices. A staff member's administrative supervisor(s) is/are the sole evaluator(s) of that staff member's performance. The District is responsible for providing information to students regarding the purpose of student input and their opportunity to provide it. The District may use department, school, and district aggregate data as benchmarks to identify growth in instructional practices. Classroom teachers are required to collect unidentifiable input from students in Grades 6-12. The procedure used for student input must provide for student anonymity.
   b. The staff member may devise, subject to approval by his/her supervisor/evaluator, forms and procedures for the collection of student input, or s/he may use forms and procedures provided by the District.
   c. Student input shall be collected by the classroom teacher prior to the end of the first semester and for semester courses again prior to the end of the school year. The teacher shall share input received with his/her supervisor.
   d. Student input shall not form the basis for a less than "meets Standards" evaluation unless corroborated by the evaluation process described in this Article.

ARTICLE XI
Leave Provisions

Statutory or regulatory leave provisions not specified in this Article are not subject to the grievance/arbitration mechanism, Article V.

A. Definitions

Members of the immediate family, as used in this section, mean the mother, father, grandmother, grandchild, or grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, or step-child of the employee; or any relative living in the immediate household of the employee. The immediate family shall also include any person who is a permanent member of the household who has been designated and identified as such on the annual employee emergency form. If a member of the immediate family falls outside this list, the unit member may apply for leave from the Human Resources administrator who may grant leave with pay provided the unit member satisfies the appropriate relationship to the bereaved unit member.

B. Personal Illness and Injury Leave

1. Full-time employees shall be entitled to ten (10) days leave with full-time pay for each school year for purposes of personal illness or injury. Employees who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time employee in a comparable position.
2. During each school year, when a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent from duty on account of illness or accident for an additional 5 school months, the amount deducted from the salary for any of the additional five months in which the absence occurs shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount that would have been paid to a substitute.

   The accumulated sick leave and the five-month period shall run consecutively. A unit member may not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
3. If an employee does not utilize the ten (10) days of leave as authorized in the paragraphs above in any school year, the amount not utilized shall be accumulated from year to year.
4. Upon request by District management, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. All personnel are required to report the reason for absence to qualify for pay during that absence, and to report their absences to the Attendance Reporting/ Substitute System (AESOP). This reporting to the Attendance Reporting/Substitute System is sufficient for absences of six (6) days or fewer. For absences in excess of six (6) days, verification may be made by a principal, supervisor, or medical doctor. If requested by the District management, an employee shall not return to work until he submits a medical doctor's authorization to return to work.
5. An employee must contact the Attendance Reporting/Substitute System as soon as the need to be absent is known. Failure to provide adequate notice may be grounds for denial of leave with pay. Chronic failure to provide adequate notice may be grounds for other disciplinary action.
6. An employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2 day), a full day shall be deducted from accumulated leave.
7. Upon request, a unit member shall be informed of the individual's accumulated leave.

C. Personal Necessity Leave

1. Leave that is credited under Section B of this Article may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
2. For the purpose of this provision, personal necessity shall be limited to:
   a. Death or serious illness of a member of the employee's immediate family
   b. An unforeseen accident involving the employee's person or property, or the person or property of the employee's immediate family
   c. Attending school activities of the unit member's child under Labor Code Section 230.8
   d. Other activities that cannot reasonably be deferred to other than regular work hours, which are neither matters of personal convenience, recreational activities, or concerted activities. Important family events whose timing is not within the control of the staff member, such as weddings, graduations, or family reunions, will not be considered matters of convenience or recreation
3. No prior permission is required for use of seven (7) days in any school year. However, the leave under "B.2.d" above cannot be used on the day immediately proceeding or following a holiday or vacation without prior approval from the principal or central department supervisor. If the immediate supervisor denies the request, the employee has the right to appeal to the Human Resources administrator. Employees utilizing personal necessity leave must identify which category above applies ("a," "b," "c," or "d") and shall make every effort to comply with the District procedures regarding advance notice to enable the District to secure a substitute.

D. Bereavement Leave

1. During a fiscal year, a unit member shall be allowed up to five (5) days of paid leave of absence per bereavement, without deductions from accumulated sick leave, in case of death in the immediate family.
   a. A unit member may use the personal necessity days specified in C.1 of this Article to augment the bereavement leave beyond the five (5) bereavement days specified above.
   b. A unit member may request to use additional personal necessity days from the unit member's accumulated sick leave if extenuating circumstances apply to his/her situation. The unit member shall submit a request in writing to the Human Resources administrator for consideration and prior approval for the use of any additional personal necessity days.
   c. The provisions of this leave are not cumulative, and must be used for the attendance at funeral services and related bereavement activities.

E. Critical Family Illness Leave

1. During a fiscal year, a unit member shall be allowed up to three (3) days of paid leave of absence for critical illness or serious injury to an immediate family member, without deductions from accumulated sick leave. For the purpose of this leave, the use of critical illness or serious injury leave requires the hospitalization or hospice care of the immediate family member.
   a. A unit member may use the personal necessity days specified in C.1 of this Article to augment the critical family illness leave beyond the three (3) critical leave days specified above.
   b. A unit member may request to use additional personal necessity days from the unit member's accumulated sick leave if extenuating circumstances apply to his/her situation. The unit member shall submit a request in writing to the Human Resources administrator for consideration and prior approval for the use of any additional personal necessity days.
   c. The provisions of this leave are not cumulative, and must be used for the attendance at funeral services and related bereavement activities.

F. Pregnancy Disability Leave

Employees are entitled to use sick leave as set forth in Section B of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the employee and the employee's physician; however, the District management may require a verification of the extent of disability from the employee's physician.

G. Child Bonding Leave

1. Employees are entitled to child bonding leave as set forth below. Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA.
2. Pursuant to Education Code section 44977. 5 in order to qualify for child bonding leave, emplovees must have completed one (1) year {twelve month of employment) for the District but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve month) period.
3. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
    a. The twelve (12) weeks of leave may extend into the following school year provided that the leave days fall within the twelve (12) month period of time following the child's birth.
    b. Maternity/paternity leave may be taken in a minimum of two (2) week increments.

    For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
4. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in section B.2 or 50% of the employee's regular pay whichever is more.
5. The District must be provided with at leave thirty {30) days prior notice of intent to take child bonding leave, except in the case of emergency.
6. Upon request, a parent of a newly-born or newly-adopted child may be granted a leave of absence without pay at the conclusion of leave under Education Code section 44977.5 provided the District is able to hire a replacement on a temporary basis. This leave may commence as authorized by the Board at any time during the first year following the child's birth. This leave shall not exceed one (1) year.

H. Parental Leave (Leave Without Pay)

1. Parental leave without pay and with medical insurance benefits may be granted to an employee for preparation for childbearing, child adoption, or for child-rearing, under the District rules and regulations for Family Medical Leave Act and California Family Rights Act under section N of this article.
2. After Maternity/Paternity Leave or Family and Medical Leave are exhausted, an employee may request straight leave for continued parental leave. This leave will be without pay or other benefits, except that medical insurance benefits will be extended for a total of five (5) months or until June 30, whichever is the lesser period. The duration of such leave shall be no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year closest to the end of the twelve-month period. An extension of straight leave without pay or other benefits may be granted, not to exceed an additional twelve months.

3. The employee shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
4. Upon consultation with the employee, the determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee, when considering the scheduling and replacement problems of the District. See Section O.2 of this article for information regarding returning from parental leave to a reduced assignment.
5. The employee is not entitled to the use of any accrued sick leave or other paid leave while such employee is on a parental leave, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
6. There shall not be a diminution of employment status for parental leave, except that no employee shall be entitled to compensation, increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.
7. If an employee is on parental leave and in the event of miscarriage or death of a child subsequent to childbirth, the employee may request an immediate assignment to a unit position. If there is a vacancy for which an employee is qualified, or if a vacancy develops, the District will assign the employee to a position as soon as practicable.

I. Industrial Accident Leave

1. Employees will be entitled to industrial accident leave according to the provisions in the Education Code for personal injury that has qualified for Workers Compensation.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
3. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
4. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
5. The District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid from the Workers' Compensation Fund to and retained by the employee.

J. Judicial Leave

1. Employees shall be provided leave for regularly called jury duty, and to appear as a witness in Court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the employee.
2. The employee, while serving jury duty, will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.
3. If the employee does not wish jury duty pay to be deducted from the paycheck, he/she must submit a check for the amount of the jury duty pay with the monthly absence report covering the time he/she was on judicial leave.

K. Other Leaves Without Pay

1. A leave of absence without compensation may be granted to any teacher for a period of not less than one semester, nor more than one year, for the purpose of: (1) teaching programs in other states,

territories, or countries, or military teaching programs; (2) Peace Corps, Teacher Corps, or Job Corps, as a full-time participant; (3) cultural travel; (4) work programs related to the teacher's professional responsibilities; (5) rest; (6) public office; (7) continued parental leave as described in E2 of this Article, (8) care for a member of the immediate family who is ill; (9) long-term illness of the employee; (10) disability; or (11) other reasons acceptable to the Board. Upon application, the District may grant an extension.

2. Applications for leaves of absence without pay for reasons 1 through 6 above shall be submitted in writing to the Certificated Human Resources Office no later than March 31 of the year preceding the proposed leave. Approval of requests received after this date may be contingent upon finding a suitable replacement for the staff member requesting leave. Applications for leaves for reasons 7 through 11 should be made as soon as possible after the need for the leave becomes known.
3. Salary credit (step advancement) shall be granted for teaching experience outside the District while an individual is on leave, if he teaches seventy-five percent (75%) of the days of the Palo Alto Unified School District calendar on a half-time or more basis.

L. Sabbatical Leaves

1. Sabbatical leave may be granted to certificated employees after seven years of continuous service for the purpose of permitting study or travel, which will benefit the schools and pupils of the District. Certificated employees may apply for a full-year or a semester or quarter-year sabbatical leave. No more than two (2) percent of the certificated staff may be on sabbatical leave. Quarter-year sabbaticals are limited to three staff members within the two (2) percent.
2. Certificated personnel shall be granted sabbatical leaves only in accordance with the following provisions:
   a. Objectives of Sabbatical Leaves

      Sabbatical leaves are approved under State law "for the purpose of permitting study or travel by said employees, which will benefit the schools and pupils of the District."

   b. Extent and Distribution of Leaves
      (1) The number of certificated employees granted a sabbatical leave during any academic year shall not exceed two (2) percent of the total number of certificated employees.
      (2) Sabbatical leave applications will be considered according to criteria in the following order of priority:
         (a) Specific purpose of the sabbatical
         (b) Former sabbatical leaves granted an individual
         (c) Individual's seniority in the District
         (d) Total length of individual's professional services
         (e) Individual's professional contributions
      (3) Leaves granted during the contract period will be honored during the following academic year.
   c. Selection Procedures

      Applications for sabbatical leave shall be evaluated by a panel of nine certificated staff members, five of whom shall be recommended by the teachers' bargaining unit. The Human Resources administrator shall act as an advisory non-voting member of the panel. Should the panel need help in determining the value of a project and its equivalence to course units, it may choose to call in a special panel of educators conversant with the subject area involved. The panel's confidential recommendations shall be submitted to the Superintendent no later than February 10. Final recommendation for sabbatical leaves shall be at the discretion of the Superintendent, with Board action taken not later than the first Board meeting in March. The Board of Education

retains the right to either grant or deny any and all sabbatical leaves. Denials of committee recommendations shall be explained in writing to the members of the panel.

d. Sabbatical Leave Requirements

Service: Sabbatical leaves must be preceded by at least seven consecutive years of service, all of which shall have been served as a regular certificated employee in the Palo Alto Unified School District. Qualifying service shall be as defined in the Education Code.

e. Sabbatical Leave Applications

(1) Plans for sabbatical leave should be made with the full knowledge of the principal of the school in which the applicant is serving.

(2) Applications that appear to meet the objectives of Board policy and are consistent with administrative procedures must be submitted to the Certificated Human Resources Office by January 10 of the year preceding the proposed sabbatical leave.

(3) Appropriate application forms for sabbatical leaves may be secured through the Certificated Human Resources Office.

f. Compensation While on a Sabbatical Leave

(1) The employee on sabbatical leave shall receive compensation as follows:

(a) One Year Sabbatical —The difference between the salary the employee would have received and the salary at AB +45, step 6.

(b) One-half Year Sabbatical — Three-fourths of the employee's annual salary. (Full salary for semester not on leave and one-half salary for semester on leave.)

(c) Quarter-year Sabbatical — Seven-eighths of the employee's annual salary. (Full salary for semester and quarter not on leave and one-half salary for quarter on leave.)

(2) The District shall continue to pay life, health, dental, and vision insurance premiums as set forth in Article VI of this agreement.

(3) At the employee's option, the employee may purchase service credit equivalent to the sabbatical leave period pursuant to the State Teachers Retirement System rules and regulations.

(4) Sabbatical leave time shall count as regular service for salary purposes. As a condition of being granted sabbatical leave, the unit member shall agree in writing to render a period of service to the District following the return from leave which is equal to twice the period of leave.

g. Effect of Sabbatical Leave on Salary Increments and Retirement

(1) A teacher who acquires twelve semester units per semester's leave shall be credited with one complete semester of teaching service for salary increment purposes. Sabbatical leave credit for salary increments will be tentatively granted on approval of the sabbatical leave program submitted with the application. Completion of the program must be verified by April 15 for those returning from first semester leave and November 15 for those returning from second semester and full-year leave. Failure to verify completion by this date will result in the loss of any salary granted on the basis of the approved preplan.

(2) The teacher's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the teacher. Time on sabbatical leave is credited as service in the proportion that the compensation received bears to the full compensation earnable on a full-time basis. Within a two-year period, an individual may receive full-time credit by paying to the system additional contributions based on the compensation that is the difference between compensation earned and the compensation earnable during the period of sabbatical leave.

h. Types of Sabbatical Leaves

(1) Sabbatical leaves for study:

(a) A teacher shall complete at least twelve semester units of work per semester's leave. These courses shall be exclusive of correspondence courses. A special project or research problem may be substituted for the unit requirements (see subsection "L.2.h.4 of this Article).

Transcripts or other evidence of completion shall be submitted to the Certificated Human Resources Office by April 15 for those returning from first semester leave and November 15 for those returning from second semester or full-year leaves.

(b) Staff members requesting a quarter-year sabbatical leave must take a minimum of six semester units during the quarter. The April 15th and November 15th dates also apply for quarter-year sabbaticals.

(2) Sabbatical leaves for travel:

Personnel on sabbatical leave for travel shall remain on travel status at least $4^1/_2$ months for each semester of leave. Personnel on a quarter-year sabbatical leave for travel must remain on travel status for at least six weeks. The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement specifying the contributions which such travel will make to the applicant's service to the pupils and schools. Upon completion of the leave, a detailed itinerary and a written report of not less than 2,500 words shall be submitted to the Certificated Human Resources Office setting forth the teacher's reactions to the trip and a statement of the benefits received from it. These reports are due April 15 for those returning from first semester leave and November 15 for those returning from second semester and full-year leave. (A description of the trip will not satisfy the requirement.) The report shall be referred to the Sabbatical Leave Panel for appraisal.

(3) Sabbatical leaves for combined travel and study:

(a) Personnel on sabbatical leave for travel and study shall be on continuous travel status for at least $4^1/_2$ months and shall complete a minimum of twelve semester units of work during the sabbatical year. In addition, all other provisions in 8a and 8b apply.

(b) Personnel granted a quarter-year sabbatical leave shall complete three (3) semester units of work and travel a minimum of three weeks.

(4) Sabbatical leaves for individual projects:

In preplanning individual projects, the applicant shall include a detailed plan, specifying:

- The way in which the project will benefit the pupils and schools in the District;
- A detailed statement of the time to be allocated to the project;
- The name and position of the supervisor or consultant; and
- A statement that the work to be done on the project will be equivalent in time spent, and in quality of work, to twenty-four semester units for a one-year sabbatical, twelve semester units for a half-year sabbatical or six semester units for a quarter-year sabbatical.

Evidence of completion of the project shall include

- A logbook or daily journal describing time spent and activities undertaken,
- Slides, photographs, or charts to show stages of development,
- Verification of completed work by advisor or consultant,
- Tangible evidence of the completed project, and

- A written report of not less than 5 pages or a 30-minute presentation to interested colleagues. This report/ presentation will include the staff member's summary of the project, a discussion of how work on the project contributed to his/her professional growth, and specific plans for how s/he will disseminate the results of the project to benefit students and other staff members in the district.

M. Catastrophic Leave Bank

The Association and the District agree to establish a Catastrophic Leave Bank, effective July 1, 1998.

1. Eligibility

a. Unit members who have exhausted all applicable paid leaves provided for in the collective agreement, excluding differential pay, may apply for Catastrophic Leave under this Article.

b. To qualify for Catastrophic Leave, the unit member must have suffered an illness or injury that is expected to incapacitate him/her for an extended period of time, or that incapacitates a member of the bargaining unit member's immediate family, and that incapacity requires the bargaining unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the bargaining unit member because all of her or his sick leave and other paid time off has been exhausted. "Immediate family members" shall be defined in Section A of the Article.

c. A unit member's use of Catastrophic Leave shall not exceed a cumulative maximum of sixty (60) days per unit member. Catastrophic Leave shall be taken in full day increments. The use of differential pay will follow, when appropriate, the use of the allocated Catastrophic Leave days.

d. Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate at least one (1) sick day upon joining. Further donations may be required when the committee calls for them. New hires will have sixty (60) calendar days from the date of hire to elect to participate. Only those who donate may receive contributions from the Bank. If a unit member decides to discontinue participation in the Bank, the unit member may rejoin during an open enrollment period during the month of October.

e. Unit members who do not join the Bank when they first becoming eligible must wait until the next open enrollment period (during the month of October) to join, and they will not be eligible to receive a contribution from the Bank until the subsequent school year.

2. Catastrophic Leave Bank Committee

a. A Catastrophic Leave Bank Committee shall be established that includes three (3) unit members appointed by the Association and two (2) members appointed by the District. The Committee shall be responsible for administering the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The Committee's duties are:

(1) Receiving leave requests

(2) Verifying the validity of requests

(3) Approving or denying requests

(4) Communicating the Committee's decisions to affected unit members and the District

(5) Soliciting donations of sick leave from eligible unit members as needed

(6) Reviewing special circumstances of a member that prohibit him or her from donating additional days in order to continue as a member of the Bank and

(7) Accepting donations of days of sick leave for the Bank from unit members who wish to donate in the name of a colleague. This constitutes immediate membership in the Bank. The donated days will not increase the maximum number of days the individual may receive.

b. The Committee shall designate one of its members as Chairperson.

c. The Committee will establish appropriate record-keeping procedures, including the total number of accumulated days in the Bank and the names of participating members.

d. The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

e. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

3. Application Procedure

a. A unit member who wishes to use Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support his/her need for Catastrophic Leave. Each request for a withdrawal from the Bank or extension of a withdrawal must be accompanied by medical verification of the need for the leave.

b. The Committee shall review the unit member's application and make its decision within a reasonable period of time.

c. When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of sick leave are available from the Leave Bank, they may be used by the unit member. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.

d. If the Committee denies a request for withdrawal from the Bank, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the unit member, in writing, of the reason for the denial.

e. If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits. If the unit member refuses to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days, he/she shall no longer be eligible to withdraw days from the Catastrophic Leave Bank for the pending application.

f. The unit member shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the unit member must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

4. Donations to Catastrophic Leave Bank

a. Participating unit members may donate a maximum of three (3) days of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only, upon a solicitation by the Catastrophic Leave Bank Committee. Donations are irrevocable, and shall not be returned to unit members upon their cancellation of membership in the Bank. All contributions to the Bank are voluntary.

b. Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below fifty (50) days. The solicitation shall be made by the Catastrophic Leave Bank Committee. A unit member's membership in the Bank may be canceled if they fail to make a donation when donations are solicited. Eligibility, if available, may only be reestablished in accordance with Section 1e.

5. Miscellaneous Provisions

a. Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.

b. Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.

c. Leave from the Bank may not be used for illness or disability that qualifies a unit member for workers' compensation benefits.

d. The Catastrophic Leave Bank donations are subject to appeal to the Committee only and are not subject to review or appeal under any other procedure. Specifically, the Catastrophic Leave Bank Committee's exercise of the rights and discretion described in this Article shall not be subject to the grievance/arbitration procedure. Except for allegations that the District failed to cooperate as required by this Section, no grievance may be filed against the District alleging a violation of Section (M).

e. If the Catastrophic Leave Bank has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

f. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then-current members of the Bank proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the Catastrophic Leave Bank.

N. FMLA and CFRA

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The parties will prepare a memorandum covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or employees. This will be posted on the HR website.

O. Reduced Employment

1. Prior to March 1, a unit member may request in writing reduced employment for the subsequent school year. In the event the District agrees to reduce the unit member's employment, such reduction shall be granted for not less than one (1) year nor more than five (5) years provided further that the parties mutually agree to the amount the employment shall be reduced and the date on which the unit member may elect in writing to return to the unit member's prior employment percentage. If the reduced assignment results in two teachers instructing the same students, i.e. sharing one assignment, the provisions of Article VII, Section D must be met.
2. When a unit member returns from parental leave that ends during the school year, the District will make an effort to honor a request for reduced employment status upon return, provided that:
   a. The request for reduced employment was made before the parental leave began,
   b. A replacement teacher satisfactory to the District is available for the parental leave and agrees to continue during the reduced employment period.
3. A unit member may renew his/her reduced employment status by completing the appropriate form in the Certificated Human Resources Office. The March 1 deadline date also applies to the renewal.
4. In the event the unit member does not elect in writing by March 1 to return to the prior employment percentage, the unit member's employment percentage shall be permanently reduced. However, the unit member and the District may mutually agree to reduce or extend within the above period of reduced employment.

P. Miscellaneous

1. Eligibility for Leave

A unit member becomes eligible for an unpaid leave of absence, with the exception of parental leave, after he/she has permanent status as defined in Education Code Section 44929.21b. He/she may apply for that leave any time after establishing permanent status.

2. Benefits

While on approved leave, a unit member shall be considered to be a member of the department or school from which he/she is on leave. Upon return, the unit member shall be given equal

consideration with other members of that department or school for continued assignment in that school or department. He/she, spouse and named dependents, shall be permitted to remain in District fringe benefit programs when on unpaid leave provided that: (1) the unit member pays to the District the premium costs incurred by the District for benefits elected by the unit member going on unpaid leave; and (2) the insurance companies agree to extend that coverage.

3. Notice of Intent to Return from Leave

The unit member shall give written notice to the District of the unit member's intention to return to duties by March 1 of the year in which the leave expires; otherwise, it will be assumed that the unit member does not intend to return.

ARTICLE XII
Concerted Activities

A. Definitions

It is agreed and understood that except as specified in the fourth paragraph of this article, there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to perform fully and faithfully job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. Duty to Comply

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

C. Discipline

It is agreed and understood that any employee violating this Article may be subject to discipline.

D. Rights

It is understood that this Agreement shall not negate the right of members of the bargaining unit or the Association and its officers or agents from engaging in informational picketing or other such concerted activities, exclusive of a strike or other work stoppage.

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. 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. 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 site administrator.
3. For secondary level co-teaching sections, partners may be assigned up to four (4) co-teaching sections with no more than three (3) 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 co-teaching partners with a common preparation period.
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 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. 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. During the Kindergarten full-day schedule, the site and District shall provide 14 hours per week of instructional aide support for each kindergarten class.

ARTICLE XIV
Non-Discrimination

A. The District and the Association agree to provide a learning and work environment free from discrimination and harassment based upon race, national origin, sex, sexual orientation, religion, age, physical or mental disability, or marital status.

B. Procedure

1. Notwithstanding other Board policies and procedures, if a unit member believes that an incident of illegal discrimination or harassment has occurred, the unit member should first notify the immediate supervisor of the incident. If the immediate supervisor is believed to be involved in the alleged incident, the unit member should report the matter to a person having authority over the person(s) engaged in the alleged illegal activity. The supervisor shall investigate and take appropriate action, including reporting the matter to the Human Resources administrator.
2. At the time of observation or awareness of an incident of discrimination, the unit member should inform the person(s) responsible for the discrimination that the act(s) were inappropriate and/or unwelcome, and that the behavior should stop.
3. If the above procedures do not satisfactorily remedy the illegal conduct, the unit member should report the matter to the Human Resources administrator, or designee, who shall conduct an investigation into the allegations. At the end of the investigation, a written report outlining findings and conclusions shall be provided the original complainant(s) and the Association President, to the extent allowed by law. These findings and conclusions shall conclude the District's investigation; however, the Superintendent, upon the complaint's(s') request, shall meet informally with the complainant(s) and/or Association to review the elements of the report.
4. Upon request of the complainant(s), the District shall provide a facilitator, with skills in interest-based problem solving and substantive knowledge of discrimination law, who shall meet with the involved parties. The facilitation, and any information obtained by the facilitator during this process, shall remain confidential.
5. If any of the above provisions conflict with rules, regulations, or requirements of the State or Federal government, those provisions shall be superseded by the appropriate rule, regulation, or requirement.

ARTICLE XV
Academic Freedom

A. Unit members shall be accorded the right to academic freedom, provided such right is balanced with the students' right of academic freedom. To this end, the Board's policy on "Controversial Issues" will be maintained during the duration of this Agreement.

B. Before the Board undertakes any modification of this policy, which impacts upon teacher academic freedom, the District will provide the Association with notice and opportunity to negotiate any impact. (See Board Policy, which is attached for information only, as "Appendix G.")

ARTICLE XVI
Savings Provisions

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XVII
Support of Agreement

A. The District and Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.

B. The Board of Education agrees that it shall not change any policies referred to directly by this Agreement as being effective parts of the Agreement during its term, except that it may request the Association for a meet and confer session with them about a possible change of policy.

C. The Association agrees that future negotiations regarding successor contracts shall be open to the public. On agreement of both parties, negotiation sessions may be closed to the public in order to facilitate interest-based discussions.

ARTICLE XVIII
Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law; and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

ARTICLE XIX
Completion of Meet & Negotiate

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. These terms and conditions may be altered or modified only through a written amendment approved and signed in the same manner as the master Collective Agreement. During the term of this Agreement, the Association and the District agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement.

ARTICLE XX
Hourly Adult Education Teachers

Articles I, II, IV, V, XII, XIII, XIV, XV and XVI of this contract between the Palo Alto Unified School District and the Palo Alto Educators Association are also applicable to hourly Adult Education teachers. Articles III, VI, VII, VIII, IX, X and XI do not apply to hourly Adult Education teachers. The following are unique for hourly Adult Education teachers:

A. Association Rights

1. Right to Join

The District and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations, and the equal right of employees to refuse to join or participate in employee organization activities.

2. Use of Facilities

All Association business, discussions, and activities by unit members or Association officials shall be conducted outside established work hours and shall be conducted in places other than District property except when an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted. Permission shall be granted if the Superintendent or designee can verify that such activities and use of facilities will not interfere with the school programs and/or duties of employees, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Association representative.

3. Association Communications

a. The Association shall be entitled to the use of and access to employee mailboxes for communications to unit members regarding matters, which involve the Association. The Association shall also be entitled to post notices of Association concern on designated bulletin boards designated for exclusive use by the Association, at least one of which shall be provided in each school building, in areas frequented by employees.

b. All postings for bulletin boards or items for school mailboxes shall contain the date of posting or distribution and the identification of the Association. A copy of such postings or distributions shall be provided to the Superintendent or designee at the time of posting or distribution.

c. The Association shall make every effort not to post or to distribute information, which is derogatory or defamatory of the District or its personnel. When the District deems material to be derogatory or defamatory, the site administrator shall notify the Association representative who shall remove the material for referral to the Superintendent and the Association President or their designees. After the two officials have had a reasonable opportunity to discuss the challenged material, the matter may be posted again at the Association's discretion.

4. Association Information

The District shall provide the Association with a staffing list of the bargaining unit members, without cost to the Association, no later than September 30 of each school year. The names of all bargaining unit members employed after October 15 of each school year shall be supplied to the Association within ten (10) days of the first date of their paid service.

5. Meetings

In an attempt to minimize calendar conflicts, the District's Adult Education Department shall give the Association reasonable advance notice of scheduled staff meetings.

6. Payroll Deductions

The District shall deduct in two equal parts from the October pay and the November pay of Association members and pay to the Association the normal and regular annual membership dues as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

a. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.

b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

B. Compensation and Benefits

1. Compensation

See Appendix H for Adult School Hourly rates.

Placement on Step 2 shall be after completing service of 700 hours.

Placement on Step 3 shall be after completing service of 1400 hours.

Placement on Step 4 shall be after completing service of 2100 hours.

The schedule shall be increased by an amount equal to the same percentage as the COLA increase from the State for Adult Education for respective year, rounded to the nearest one-tenth of one percent.

2. Benefits

Subject to approval of the various insurance carriers, unit members may elect to participate in the District's health and/or dental programs at the unit member's expense.

C. Working Conditions

1. Working Days

The Director of Adult Education shall determine the work year calendar after consultation with the staff.

2. Discontinued Classes

Adult Education teachers who have been employed by the District in Adult Education for two consecutive years, whose classes are temporarily discontinued by the District, shall have the right of first re-hire in the event that the discontinued class is offered at the beginning of the following year.

D. Leave Provisions

1. Sick Leave

a. Hourly Adult Education teachers shall accrue sick leave on the basis of one hour of sick leave for every eighteen (18) hours taught. The District shall compensate teachers at their hourly rate for sick leave as it is used. Unused sick leave shall accrue from year to year.

b. After a unit member accrues three (3) hours of sick leave, he/she shall be entitled to use this leave (up to a maximum of six (6) hours per year) for death or serious illness of a member of the immediate family or an accident involving his/her person or property or the person or property of a member of the immediate family.

c. Whenever possible an employee must contact the Adult Education office as soon as the need to be absent is known. In the event the Adult Education office is closed, the employee may contact the District's Certificated Human Resources Office. Failure to provide adequate notice shall be grounds for denial of leave with pay.

d. Upon request, a unit member shall be informed of the individual's accumulated leave.

2. Leaves of Absence Without Pay

A leave of absence without compensation may be granted to any unit member for any period not to exceed one year. A unit member who is granted such leave by the District shall have the right

to return at the expiration of such leave provided such return does not displace any other unit member.

3. Industrial Accidents

a. Any unit member who is injured as a result of an industrial accident shall submit to the office of the District's Risk Manager a completed District Accident Report form as soon as possible.

b. Unit members injured as a result of an industrial accident are covered by the Workers' Compensation Laws of the State of California and may be entitled to receive benefits pursuant to such laws.

4. Judicial Leave

Unit members who have hourly daytime classes in the Adult Education Program shall be provided leave for regularly called jury duty, and to appear as a witness in Court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. Unit members while serving jury duty shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service. The unit member may retain any fee paid as a travel allowance. If the unit member does not wish jury duty pay to be deducted from the paycheck, a check for the amount of the jury duty pay shall be submitted to the Certificated Human Resources Office with the monthly absence report.

APPENDIX A

Palo Alto Unified School District
TEACHERS' 2021-2022 SALARY SCHEDULE

Effective 7-1-21 Approved 5-25-21

Step	0	15	30	45	60	75	90
1	71,484	71,484	71,484	73,101	76,491	79,731	82,727
2	71,484	71,484	74,578	78,327	81,975	85,355	88,410
3	71,484	74,701	79,102	83,124	87,015	90,515	93,691
4	73,351	78,520	83,200	87,524	91,666	95,293	98,607
5	76,491	82,036	87,072	91,590	95,990	99,759	103,210
6	79,352	85,295	90,639	95,414	100,073	103,956	107,472
7	82,095	88,354	95,096	99,502	103,914	108,322	112,728
8	84,704	91,209	98,392	102,795	107,198	111,612	116,024
9	87,207	94,009	101,685	106,090	110,503	114,909	119,312
10	87,207	94,009	104,975	109,386	113,794	118,198	122,611
11	87,207	94,009	104,975	109,386	117,196	121,695	125,899
12	87,207	94,009	104,975	109,386	117,196	121,695	125,899
13	87,207	94,009	108,245	112,656	120,466	124,965	129,169
14	87,207	94,009	108,245	112,656	120,466	124,965	129,169
15	87,207	94,009	108,245	112,656	120,466	124,965	129,169
16	87,207	94,009	111,515	115,926	123,736	128,235	132,439
17	87,207	94,009	111,515	115,926	123,736	128,235	132,439
18	87,207	94,009	111,515	115,926	123,736	128,235	132,439
19	87,207	94,009	111,515	115,926	123,736	128,235	132,439
20	87,207	94,009	114,785	119,196	127,006	131,505	135,709
21	87,207	94,009	114,785	119,196	127,006	131,505	135,709
22	87,207	94,009	114,785	119,196	127,006	131,505	135,709
23	87,207	94,009	114,785	119,196	127,006	131,505	135,709
24	87,207	94,009	114,785	119,196	127,006	131,505	135,709
25	87,207	94,009	114,785	119,196	131,271	135,770	139,974
26	87,207	94,009	114,785	119,196	131,271	135,770	139,974
27	87,207	94,009	114,785	119,196	131,271	135,770	139,974
28	87,207	94,009	114,785	119,196	131,271	135,770	139,974
29	87,207	94,009	114,785	119,196	131,271	135,770	139,974
30	87,207	94,009	114,785	119,196	131,271	135,770	144,239

PLACEMENT ON SCHEDULE:

1. Column placement is determined by number of semester units completed after receipt of bachelor's degree. Maximum of 90 units will be granted at time of hire. Only one column advancement may be made each year unless all of the units are earned while on authorized leave.
2. Step placement is determined by credited years of experience. A maximum credit of 11 years of experience within the last 15 years will be granted at time of hire.
3. Exceptions to this schedule are made by the Board of Education upon the recommendation of the Superintendent.

Masters Degree = Add $2,740
2nd Masters Degree = Add $2,740
Doctoral Degree = Add $2,740
NBPTS/CCC Certification = Add $3,556
Athletic Director = Add $9,031

Palo Alto Unified School District
TEACHERS' 2022-2023 SALARY SCHEDULE

Step	0	15	30	45	60	75	90
1	71,484	71,484	71,484	73,101	76,491	79,731	82,727
2	71,484	71,484	74,578	78,327	81,975	85,355	88,410
3	71,484	74,701	79,102	83,124	87,015	90,515	93,691
4	73,351	78,520	83,200	87,524	91,666	95,293	98,607
5	76,491	82,036	87,072	91,590	95,990	99,759	103,210
6	79,352	85,295	90,639	95,414	100,073	103,956	107,472
7	82,095	88,354	95,096	99,502	103,914	108,322	112,728
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10	87,207	94,009	104,975	109,386	113,794	118,198	122,611
11	87,207	94,009	104,975	109,386	117,196	121,695	125,899
12	87,207	94,009	104,975	109,386	117,196	121,695	125,899
13	87,207	94,009	108,245	112,656	120,466	124,965	129,169
14	87,207	94,009	108,245	112,656	120,466	124,965	129,169
15	87,207	94,009	108,245	112,656	120,466	124,965	129,169
16	87,207	94,009	111,515	115,926	123,736	128,235	132,439
17	87,207	94,009	111,515	115,926	123,736	128,235	132,439
18	87,207	94,009	111,515	115,926	123,736	128,235	132,439
19	87,207	94,009	111,515	115,926	123,736	128,235	132,439
20	87,207	94,009	114,785	119,196	127,006	131,505	135,709
21	87,207	94,009	114,785	119,196	127,006	131,505	135,709
22	87,207	94,009	114,785	119,196	127,006	131,505	135,709
23	87,207	94,009	114,785	119,196	127,006	131,505	135,709
24	87,207	94,009	114,785	119,196	127,006	131,505	135,709
25	87,207	94,009	114,785	119,196	131,271	135,770	139,974
26	87,207	94,009	114,785	119,196	131,271	135,770	139,974
27	87,207	94,009	114,785	119,196	131,271	135,770	139,974
28	87,207	94,009	114,785	119,196	131,271	135,770	139,974
29	87,207	94,009	114,785	119,196	131,271	135,770	139,974
30	87,207	94,009	114,785	119,196	131,271	135,770	144,239

PLACEMENT ON SCHEDULE:

4. Column placement is determined by number of semester units completed after receipt of bachelor's degree. Maximum of 90 units will be granted at time of hire. Only one column advancement may be made each year unless all of the units are earned while on authorized leave.
5. Step placement is determined by credited years of experience. A maximum credit of 11 years of experience within the last 15 years will be granted at time of hire.
6. Exceptions to this schedule are made by the Board of Education upon the recommendation of the Superintendent.

Masters Degree = Add $2,740
2nd Masters Degree = Add $2,740
Doctoral Degree = Add $2,740
NBPTS/CCC Certification = Add $3,556
Athletic Director = Add $9,031

APPENDIX B
Plan for Salary Advancement

The Palo Alto Unified School District encourages all staff members to engage in continuous professional improvement. Professional development activities in the form of college and university work, District sponsored workshops or study groups, individual professional development activities, and service on school site councils or identified district committees are recognized, and credit is given for advancement on the salary schedule.

The procedures are as follows:

1. All work must be pre-planned prior to commencement of the activity in order to receive salary advancement credit.
   a. Any pre-planned activity that will result in column advancement credit must be submitted using the District professional development information program (MyLearningPlan.com).
   b. All pre-planned activities will be electronically transmitted to the school principal/department supervisor for approval and then to the Certificated Human Resources Office for final approval.
   c. The only exception to the pre-planning requirement as set forth above is for crediting upper division or graduate level courses that also meet the requirements of "A-1" and "A-2" below. Within ninety (90) calendar days from the date of completion of such a course, the certificated staff member must submit to the application for salary advancement credit through the District professional development information program (MyLearningPlan.com) and provide official verification of course completion.
2. These deadlines must be met in order to move on the salary schedule for the following year:
   a. All professional activities to be undertaken during the summer that will result in column advancement on the salary schedule the following year must be pre-planned by May 1. Units must be pre-planned by the deadline date, even when specific course information is not available at that time. Course information should be added to the pre-plan in the District professional development information program (MyLearningPlan.com)as soon as it is known.
   b. Pre-planned activities that result in salary column advancement in the current year must be unofficially verified by the first teacher contract day. Unofficial verification of college coursework may be in the form of a grade report or instructor letter. By November 15 final official verification of pre-planned activities that have resulted in salary column advancement must be submitted to the Certificated Human Resources Office. Failure to provide final official verification of pre-planned activities that resulted in salary column advancement by November 15th will result a payroll reversal to the previous salary column level for the current school year.

   Failure to meet the May or November deadlines, even if the activities have been completed, will result in the salary advancement not taking effect until the following school year.
3. All activities proposed for salary advancement must be related to one or more of the following:
   a. District goals and priorities;
   b. School goals;
   c. Department goals;
   d. The staff member's professional development plan;
   e. District performance standards for the staff member's role group.

4. All activities proposed for salary advancement must be undertaken at the staff member's own expense and during time when a salary is not being paid by the District or released time is not being provided by the District.

PROFESSIONAL ADVANCEMENT CATEGORIES

A. College (including community college) and university course work which satisfies one or more of the following:

1. Courses that develop skill and/or knowledge related to published district, school, or department goals or to district performance standards for certificated staff.
2. Courses intended to help a staff member to develop competence in a new teaching area or to earn a new credential.

All college course work must be verified by submitting official transcripts or electronic transcripts received by Certificated Human Resource Office directly from the institution.

B. District sponsored in-service training sessions and workshops:

One semester unit will be allowed for each 15 hours of attendance in programs that have been approved by the Certificated Human Resources Office.

All participation in District sponsored workshops and study groups must be verified by roll sheets showing hours attended, submitted by the person designated to lead or facilitate the activity.

C. Individual Professional Development Activity:

1. Independent Study: A program of independent study of a specified aspect of education, culminating in a written report or other tangible product may be undertaken for up to 3 units per year. Each unit of credit requires 30 hours of work. Examples of independent study include: preparing an article for publication in a professional journal; researching and preparing a presentation for a professional conference; independent reading and reflection on a particular education topic; an action research project; and systematic, focused programs of observation and analysis of teaching or other educational functions.

All independent study must be verified by submitting the end product of the study, a written description of the staff member's activities that led to the product, and a one-page evaluation of the study's contribution to the staff member's professional development.

2. Private Lessons: Private lessons may be undertaken for a maximum of four units per year or up to 12 units in a staff member's career to develop skill or knowledge that is directly applicable to the staff member's work. Each unit of credit requires fifteen hours of actual instruction time.

Private lessons must be verified by a log of dates and times and a one-page summary of the relevance and value of the lessons to the staff member's work.

3. Work Experience: During the summer or while on leave, credit may be earned for employment or work experience that results in increased skill or knowledge related to the District performance standards for the staff member's role group. This work experience must be significantly different from the staff member's work in the District. One unit of credit requires 40 hours of work time. The maximum credit to be allowed for this type of activity is six units in one calendar year or 12 units throughout the teacher's career in the PAUSD.

4. Online professional development courses and Massive Open Online Courses (MOOCs)**:** A maximum of 4 units per year may be earned for completion of pre-approved courses of this type, provided that the activity:

a. Has a direct relationship to the staff member's current role or a role that the staff member is preparing to take on; and

b. Comprises at least 15 hours of direct participation in online sessions per unit

Completion of online programs/courses shall be verified with a certificate of completion. The Certificated Human Resource Office shall identify the number of course hours from the online course instructor, developer, and/or materials.

5. **Workshops, Conferences, or Other Programs that are Sponsored or Offered by an Organization Other than a College, University or the District:** A maximum of 4 units per year (15 hours per unit) may be earned for attendance at pre-approved programs of this type, provided that the activity:
   a. Has a direct relationship to the staff member's current role or a role that the staff member is preparing to take on; and
   b. Comprises at least 15 hours of direct participation in instructional programs,or professional development sessions.

   Attendance at this type of program must be verified by a certificate of completion or letter from sponsoring organization with time, dates, and titles of sessions attended, length of individual sessions, and a one-two paragraph summary of the activity describing its value for the staff member.
6. **National Board for Professional Teaching Standards (NBPTS):** Teachers who complete both the portfolio and the exams will receive four (4) units of credit in the year following completion. Verification will include a copy of the letter indicating that the portfolio has been received by the NBPTS and verification of completion of the exams.

Upon completion of an individual activity, Verification of Completion forms and any additional verification materials described above must be submitted for evaluation to the Certificated Human Resources administrator responsible for this program. These forms may be obtained in the Certificated Human Resources Office and are to be submitted to that office.

D. Service on a School Site Council or Identified District Committee:

A maximum of 3 units per year (15 hours actual committee or subcommittee meeting time per unit) may be earned for service on a school site council or as a designated school or grade level representative on a district committee mutually identified for this purpose by the Superintendent and the President of the Association by September 30. Service on such committees must be verified by signed attendance sheets submitted by the person designated to lead the committee.

NO CREDIT WILL BE GRANTED FOR ANY OF THE FOLLOWING:

- Adult Education courses unless prior approval is given.
- Any activity for which a salary is paid by the District or released time provided, or that occurs during normal working hours for which the staff member is paid.
- Any activity other than an upper division or graduate course at a college or university, for which a completed pre-planning form has not been received and approved prior to the beginning date of the activity.

APPENDIX C

California Standards for the Teaching Profession & California Standards for the School Counseling Profession Clarification Addendum

In 2011, the Palo Alto Unified School District (District), with support from the Palo Alto Educators Association (PAEA), adopted the California Standards for the Teaching Profession (CSTP) and the California Standards for the School Counseling Profession (CSSCP) as its benchmark "Standards" for teacher and counselor recruitment, development, and performance. In the interest of establishing and communicating clear and consistent expectations, Appendix C provides more detail to District's expectations around these identified Standards.

1. CSTP Standard 3: Understanding and Organizing Subject Matter for Student Learning

In order to provide readily available and inclusive access to learning expectations, instructional materials and assignments, secondary teachers are required to use the District's adopted Learning Management System (Schoology) to electronically-post their course syllabus, instructional materials, and assignment handouts. Secondary teachers are required to post graded homework assignments, assessment (e.g. lab, project, essay) due dates and test/quiz dates on the Schoology Calendar (with the exception of pop quizzes).

3.5 Using and adapting resources, technologies, and standard-aligned instructional materials/adopted materials to make subject matter accessible to all students.

2. CSTP Standard 5: Assessing Students for Learning

In order to provide timely feedback on student learning, secondary teachers are required to use the District adopted Student Information System or Learning Management System (Infinite Campus or Schoology) to electronically post assessment, test, and quiz results and updated grades at least once every three weeks.

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.

5.7 Using assessment information to share timely and comprehensive feedback with students and their families.

3. CSTP Standard 6: Developing as a Professional Educator

In order to establish a culture where teachers continuously develop as professional educators, all unit members are expected to engage in 18 hours of professional learning every two years.

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.

To support meaningful professional learning activities that are aligned with district goals, the District shall pay a Professional Learning Stipend (PL Stipend) to compensate teachers for engaging in 18 hours of eligible professional learning activities. Specifics for the PL Stipend are in Article VI, Section J.

4. CSTP Standard 6: Developing as a Professional Educator

The District and PAEA have collaborated to provide guidance on expectations around professional responsibility, integrity, and ethical conduct.

6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

Commitment to Students

a. The professional educator deals considerately and justly with each student, and seeks to resolve problems, including discipline, according to the law, education code, and school policy.
b. The professional educator does not intentionally expose students to disparagement or embarrassment.
c. The professional educator makes a constructive effort to protect students from conditions detrimental to learning, health, and safety.
d. The professional educator endeavors to present facts without distortion, bias, or personal prejudice.

Commitment to Profession

a. The professional educator assumes responsibility and accountability for his or her performance and continually strives to demonstrate competence.
b. The professional educator shall not in any application for a professional position deliberately make a false statement to competency and qualifications
c. The professional educator shall not misrepresent his/her professional qualifications
d. The professional educator shall not make false or malicious statements about a colleague.
e. The professional educator complies with written local school policies, education code and applicable laws and regulations.

APPENDIX D

Pre-Retirement Employment & Post-Retirement Programs

1. Reduced Workload Program (Willie Brown Program)

A. A unit member may reduce employment from full- to part-time, and receive service credit the unit member would have received if employed on a full-time basis, provided the unit member meets all the requirements of this subsection and Education Code 22713 and the following District criteria.

(1) The option of part-time employment must be exercised at the unit member's request and, once granted, can be revoked only with the mutual consent of the District and the unit member. The employment level can be increased or decreased within the limitation of part-time employment no less than 50%.

(2) The unit member must submit a request to participate in this program to the Personnel Office no later than March 1 of the school year preceding the desired year of participation.

(3) The unit member must have reached the age of fifty-five (55) prior to the school year in which the reduction in workload starts.

(4) The unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment. For the purposes of this section, approved leaves of absences shall not constitute a break in service.

(5) A unit member's participation in the reduced workload program may not exceed 10 years.

(6) The District and the unit member shall agree to make the appropriate contributions to the State Teachers' Retirement System (STRS) equal to the amount required as if serving as a full-time unit member.

(7) The final determination the form of part-time employment and the qualifications necessary to meet the District's instructional needs rests within the sole discretion of the District.

B. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. Except for the reduction of salary corresponding to the reduced workload, the District will provide the part-time unit member with the same fringe benefits provided a regular full-time unit member.

C. If the Governing Board agrees, the reduced service may be on a part-time daily schedule or full-time for at least one-half (1/2) year. Regardless of the work schedule, the unit member and District contributions must be paid monthly to STRS.

D. Unit members who terminate before the end of the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for services not actually performed will be returned to the unit member and the District. The amount of sick leave earned while on reduced workload will vary directly to the percent of full-time employment. For example, fifty percent (50%) employment would yield ten (10) days of half-time sick leave or five (5) days of full-time sick leave.

2. Post-Retirement Employment Programs

A. Retired teachers employed pursuant to this program shall be placed in distinct classes of temporary teachers within the bargaining unit. A teacher shall be classified as a "Retired Temporary Teacher" if hired pursuant to these sections. The service of a Retired Temporary Teacher shall not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of a school district.

B Retired Temporary Teachers and Retired Temporary Remedial Teachers shall be compensated according to the salary schedule set forth in Appendix A.

C. Retired Temporary Teachers and Retired Temporary Remedial Teachers shall receive health and welfare benefits contribution specified in Section 3 of this Appendix.

D. Retired Temporary Teachers shall not be subject to the evaluation requirements of Article 10.

E. Post-Retirement Programs Effective July 1, 2000.

(1) The District may employ in a full-time teaching position a teacher who retired from the District under the State Teachers Retirement System and who meets either of the following:

(a) The teacher retired with an effective date on or before January 1, 2000, and will provide direct classroom instruction to students in kindergarten through eighth grade, and/or will provide services to beginning teachers specified in Education Code Section 24216.5 (a)(2); or

(b) The teacher retired with an effective date on or before July 1, 2000, and will provide direct remedial instruction to students in grades 2 through 8 as defined in Education Code Sections 37252 and 37252.5.

F. Post-Retirement Employment, Effective January 1, 2001, to June 30, 2009

(1) Individuals who return to employment with the District after being retired for a period of twelve (12) months will earn full salary and without a reduction in retirement allowance, and without requirement of a contribution to STRS for salary earned.

(2) The retiree must work in a position requiring a certificate, and must otherwise qualify under the provisions of Education Code Section 24214.

(3) This K-12 employment may be either full-time or part-time. The District retains the final discretion as to the type of work, the percentage of part-time work, the qualifications for the work, and the availability of work.

(4). At the option of the retiree, the compensation shall be in the form of regular salary, or, to the extent legally permissible, the employee may earn credits in lieu of salary for health and welfare benefits or MediCare Part B.

3. Retiree Health and Welfare Benefits

A. For unit members whose first date of paid contracted service is prior to June 1, 2009 and retiring after June 30, 2002, the District will contribute the same amount to health and welfare benefits as though the unit member were an active member with the same percentage of paid benefits as held immediately prior to retirement, for a period of five years, age 65, or is eligible for Medicare, whichever occurs first; provided:

(1) The retiree has twenty years of full-time service or the equivalent of twenty years of full-time service in the District, and

(2) The retiree has reached age fifty-five.

B. Unit members in the Early Retiree Benefits Program described in Appendix D, Section 3A shall make monthly contributions in the same amount as an active employee in the same benefit plan with the same percentage of paid benefits.

C. Individuals drawing STRS benefits while employed by the District under any of these post-retirement employment programs at 50% or more will receive the same contribution to District health and welfare benefits as other unit members, until age sixty-five (65) or eligible for Medicare, whichever occurs first.

D Individuals drawing STRS benefits while employed by the District in a post-retirement program less than 50% full-time may elect to earn salary combined with health and welfare benefits in lieu of a commensurate salary, until age sixty-five (65) or eligible for Medicare, whichever occurs first.

E. If a retiree wishes to participate in health and welfare benefits, the retiree may purchase the benefits through direct payment to the District, provided the retiree is otherwise qualified for the benefits under the carrier's provisions.

F Retirees eligible for paid full-time medical coverage for a period of five years or until attaining age sixty-five (65), whichever occurs first, may choose to decline the District medical coverage and receive $6000 for each year of eligibility the retiree declines (except as prohibited by law). Early retirees may not return to district medical coverage once the coverage has been declined. It is within the sole discretion of the District to continue to offer this provision to new early retirees for each successive year of this agreement.

APPENDIX E
Peer Assistance & Review Program

1. Purpose

1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has been referred to the program. The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 3 and 4.2 of this section. This assistance shall not involve participation in nor conducting of the evaluation of certificated unit members as set forth in Article X of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the report of a unit member's participation in the Program.

1.3 The Program resources shall be utilized in the following priority: first, for Referred Participating Teachers on Evaluation Plan 3; second, for beginning teachers; and thereafter other priorities determined by the Joint Panel.

2. Definitions for Purposes of This Document

2.1 "Classroom Teacher" or "Teacher"
Any classroom teacher in the certificated bargaining unit.

2.2 "Participating Teacher"
A unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.

2.3 "Referred Participating Teacher with an Unsatisfactory Evaluation"
A unit member with permanent status who has been placed on Evaluation Plan 3 (Article X, Section H and I) because his/her supervisor has determined that s/he does not meet one or more of the PAUSD teaching standards in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction (Cluster 1, Management and Monitoring of Student Learning; Cluster 2, Commitment to Students and Learning; or Cluster 3, Knowledge of Content and How to Teach).

2.4 "Beginning Teacher"
Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq. This Program is to be closely coordinated with other District programs for training and assistance to beginning teachers.

2.5 "Voluntary Participating Teacher"
Any permanent teacher other than a Referred Participating Teacher or a teacher on Evaluation Plan 4 (Article X, Section J).

2.6 "Consulting Teacher"
An exemplary teacher meeting the requirements of subsection 4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

2.7 "Evaluator"
An administrator or instructional supervisor appointed by the District to evaluate a certificated teacher.

3. Program Outline

3.1 For Referred Participating Teachers on Plan 3 (RPT)

3.1.1 Any permanent teacher who has been placed on Evaluation Plan 3 because of not meeting standards in Clusters 1, 2, or 3 of the PAUSD Teaching Standards must participate in the program.

3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas identified in the support/improvement plan developed by the RPT's Evaluator(s) when the RPT was placed on Plan 3.

3.1.2.1 These areas for improvement shall be aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

3.1.2.2 The Principal and the Consulting Teacher assigned shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.

3.1.2.3 The Consulting Teacher and the Evaluator(s) are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.

3.1.2.4 The Consulting Teacher and the RPT shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 4.2.6, which shall also involve conducting multiple classroom observations of the RPT.

3.1.3 At the end of the time period specified in the support/improvement plan, the Consulting Teacher shall complete a written report describing the teacher's participation in the Program. This report shall consist solely of: (1) a description of the assistance provided by the Consulting Teacher; and (2) a description of the RPT's participation in the Program. This report shall be submitted to the Joint Panel, with copies also submitted to the RPT and the Evaluator(s).

3.1.4 The Consulting Teacher's report (described in 3.1.3) shall be made available as part of the RPT's annual evaluation. Either the Evaluator or the RPT may choose to have the report included in the annual evaluation.

3.1.5 After receiving the report, the Joint Panel shall determine whether the RPT will benefit from continued participation in the Program.

3.1.6 The RPT will continue participating in the Program until the Joint Panel determines that s/he will no longer benefit from participation, the RPT receives a satisfactory evaluation, or the RPT is placed on Evaluation Plan 4, whichever occurs first. The RPT's Evaluator will determine whether s/he has been able to demonstrate satisfactory improvement.

3.1.7 The names of RPT's who, after sustained assistance, are not able to demonstrate satisfactory improvement will be forwarded by the Joint Panel to the Governing Board.

3.2 For Beginning Teachers

3.2.1 A Consulting Teacher may be assigned to one or more beginning teachers to provide assistance. Priority will be given to teachers in their first two years in the district who are not eligible for the Beginning Teacher Support and Assessment Program.

3.2.2 In the first year the Consulting Teacher shall concentrate the assistance on any area of the District's Teaching Standards. In the second year, the Consulting Teacher will focus the assistance on any areas identified as needing improvement and/or assistance.

3.2.3 The Consulting Teacher and the Evaluator(s) shall have a cooperative relationship and shall coordinate the assistance provided to the beginning teachers.

3.2.4 Because beginning teachers' participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual beginning teachers, nor forward to the Board the names of individual beginning teachers who participated in the Program.

3.3 For Voluntary Participating Teachers (VPT)

3.3.1 Teachers eligible to be Voluntary Participating Teachers (VPT) may submit to the Joint Panel a proposal to work with a Consulting Teacher or to participate in any activity approved by the Joint Panel that utilizes the concept of peer assistance and support.

3.3.2 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Joint Panel will forward to the Board the names of individual VPTs or report on the outcome of their participation. At the request of a VPT who is on Evaluation Plan 2B, however, the Consulting Teacher may write the required partner response to the teacher's summary evaluation (Article X, Section C.2.c.3.f).

4. Governance and Program Structure

4.1 Joint Panel

4.1.1 The Peer Assistance and Review Program will be administered by a Joint Panel consisting of seven members, four selected by the certificated classroom teachers, and three appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teacher as set forth in Section 4.2.1, and they shall be selected by the Association. A Panel member's term shall be two years, except the first terms shall be for the teacher members two two-year terms and two three-year terms, and for the District members one two-year term and two three-year terms. The Panel shall establish a procedure for selecting the Chair. The term of the Chair shall be one year, and the position shall alternate between the Association and the District. The Chair shall be a full voting member of the panel.

4.1.2 The Joint Panel will make through consensus all decisions in the areas of appointments, reports and recommendations to the Governing Board, and Program plan and budget. Failing consensus, decisions will be made by a majority vote. Five of the seven members will constitute a quorum for purposes of meeting and conducting business.

4.1.3 The Joint Panel's primary responsibilities are to establish the annual Program and budget, and to select and oversee the Consulting Teachers. In addition the Panel is responsible for:

- Submitting to the Governing Board recommendations regarding RPTs, including forwarding the names of any individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
- Making an annual report to the Governing Board and the Association regarding the impact of the Program, its overall effectiveness, and recommendations for improvements in the Program;
- Assigning the Consulting Teachers;
- Reviewing Consulting Teachers' reports on RPTs;
- Evaluating the effectiveness of the Consulting Teachers in their role;
- Coordinating with the District to provide training for Consulting Teachers, for panel members, and where appropriate, for any participating teachers;
- Forwarding to the Human Resources Office at the end of the year all the records regarding the Program, which shall be filed separately from the individual personnel records, except as set forth in Section 3.1.4 above; and

- Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the Agreement.

4.1.4 The Joint Panel shall use the following procedure for establishing the annual Program plan and budget:

(a) By April 1 of each fiscal year the Joint Panel will establish a Program and budget for the succeeding year, which will include:

- The estimated state revenues for the Program;
- The estimated expenditures, involving:
  - Projected number of Participating Teachers,
  - Projected number of Consulting Teachers (full and part-time) needed to serve the projected need,
  - Released time for the panel and Consulting Teachers,
  - Pay for Consulting Teachers that is consistent with the pay parameters established by the negotiating parties, and
  - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.

(b) By April 15, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By May 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the panel.

(c) In 1999-2000, the Program plan/budget will be focused on planning and training for implementation in 2000-2001. It will be developed by a subcommittee of the negotiating teams and will be submitted to the Association President and the Superintendent by January 31, 2000.

4.2 Consulting Teachers

4.2.1 Minimum qualifications for Consulting Teacher:

- A fully credentialed Classroom Teacher with permanent status and at least five years of teaching experience within the preceding 7 years;
- Demonstrated exemplary teaching ability, consistent with the PAUSD Teaching Performance Standards
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

4.2.2 Consulting Teacher positions may be full or part time. The Human Resources office shall post Consulting Teacher positions. Each applicant shall be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position, including at least one reference from a District principal or Instructional Supervisor. The Panel's procedures for selecting Consulting Teachers shall include provision for interviews and classroom observations of candidates. The Joint Panel will make the selection, which will be forwarded to the Superintendent. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the assignment, either the Consulting Teacher or the Participating Teacher may petition the

Panel for an assignment change, stating the reasons. The Participating Teacher shall be allowed one assignment change per year.

4.2.4 A Consulting Teacher's term will be two years, and s/he may reapply for one additional term. If a Consulting Teacher's assignment involves being released from the classroom, upon completion of the assignment, unless the Consulting Teacher requests otherwise, the District will make every effort to return the teacher to the school (and department, where relevant) in which the teacher taught before assuming the Consulting Teacher position. In the first year of the Program only, the Joint Panel may create both 2-year and 3-year terms in order to stagger the entry of Consulting Teachers into the Program.

4.2.5 Consulting Teachers will be required to attend training programs designed to prepare them for their role. This training will take place on a combination of released time and non-work time, with appropriate compensation.

4.2.6 Consulting Teachers shall provide assistance to RPTs in the areas of subject matter knowledge, teaching strategies, and teaching methods (Clusters 1, 2, and 3 of the PAUSD Teaching Standards). For RPTs this assistance may include any of the following activities:

(a) Providing consultative assistance to improve in the specific areas identified by the Evaluator(s) or the PAUSD Teaching Performance Standards;

(b) Meeting and consulting with the Evaluator(s) or designee regarding the nature of the assistance being provided;

(c) Observing the RPT during periods of classroom instruction;

(d) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;

(e) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;

(f) Other activities appropriate to the RPT's needs and interests.

4.2.7 Support provided by Consulting Teachers to beginning teachers or VPTs may include providing consultative assistance to improve in areas identified by the participating teacher, as well as the activities listed in c, d, e, and f above.

5. Other Provisions

5.1 Unit members who function as Joint Panel members or Consulting Teachers under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1(g) and (m).

5.2 Unit members who perform functions as Consulting Teachers or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

5.3 Records

5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

5.3.2 All parts of the selection process for Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.

5.3.3 All the documents for the Program will be filed by the Human Resources office separately from the individual personnel records, except as set forth in 3.1.4 above.

APPENDIX F

Employee Concerns Regarding District Policies & Procedures (from Board Policy Manual, Chapter VI — Certificated Human Resources)

This provision is attached to the Collective Bargaining Agreement for information purposes only, and is not subject to review or enforcement through the grievance/arbitration mechanism.

Employees are encouraged to solve difficulties and problems within the school or department by referring their concerns about the implementation of District policies and procedures to their immediate supervisor.

If the concern is not resolved through this process, the employee may present his/her concern to the member of the Superintendent's Staff responsible for that part of the District's operation. The Staff member shall communicate his/her decision to the employee within twenty (20) working days of receipt of the concern.

Final appeal of the Superintendent's decision may be made to the Board of Education. The decision of the Board of Education shall be final.

APPENDIX G
Controversial Issues
(from Board Policy Manual, Chapter III — Instruction)

This provision is attached to the Collective Bargaining Agreement for information purposes only, and is not subject to review or enforcement through the grievance/arbitration mechanism.

The examination and discussion in classrooms of important controversial issues has educational value and may be pursued when appropriate to the course of study. Events of such significance may occur so as to make discussion acceptable in other courses. Teachers shall:

1. Conduct discussions in a spirit of honest inquiry;
2. Guide discussions to provide opportunity for students to hear and consider differing views of the issue; and
3. See that such discussions do not unduly preempt time from the regular course of study.

Forums at which timely issues are debated or closely spaced talks by speakers who can ably present opposing views are encouraged. Organized groups or individuals wishing to provide students with information or to make presentations to classes concerning controversial issues shall make application to the Superintendent of Schools, who shall determine the relevance of such presentations to the welfare of the students and to their education.

The Board shall support staff members when they have acted in the spirit of this policy, which obligates teachers to approach controversial issues in the spirit of inquiry rather than advocacy.

Administrative Procedure: Controversial issues shall be freely discussed in the classrooms of the District in accordance with the prudent judgment of teachers and in conformity with the provision of professional codes of ethics. In the discussion of controversial issues, teachers should consistently relate them to the democratic process and emphasize that differences of opinion and protest are to be exercised in the context of majority of decision and willingness to abide by that decision. Respect for minority opinion should be encouraged. Responsible citizenship within a framework of free and informed expression should be the instructional goal of all teachers who deal with controversy in the classroom. In handling discussions of controversial issues, the school personnel should consider that the students have the following rights:

1. To study any controversial issue which has political, economic or social significance and upon which they should begin to form opinions.
2. To have free access to all relevant information including the materials that circulate freely within the community. The exception to this procedural matter results from Education Code Section 8506. This section provides that any audiovisual or written materials, excluding state adopted texts, that include information on human reproduction processes or functions may not be used without providing parents with the opportunity to review and without parental permission.
3. To study under competent instruction in an atmosphere free of bias and prejudice or external pressures.
4. To form and express their own opinions in the classroom on controversial issues without jeopardizing their relations with the teacher or the school, when the issues discussed are relevant to the instructional program.

APPENDIX H

Certificated Special Salaries & Stipends (Contingent on Article VI, Section B1)

Hourly:

Home Teaching – No transportation allowance $60
Hourly Teaching $60
Professional Development Hourly Rate $60
Academy Hourly Teaching $60
Proctoring $33
Curriculum Writing $47
Parking Supervision $35
Club Supervision $20

Unit members who work 50% or more and who work on an hourly basis to provide substitute teaching services for their colleagues may choose to receive released time in lieu of hourly compensation. A secondary unit member will be granted one day of released time for every 5 periods (275 minutes) worked, and an elementary unit member one day for every 5 hours worked in this way. This released time may be utilized in units of no less than the unit member's workday.

Hourly, Adult Education:

Step I $41.44
Step II $43.67
Step III $46.35
Step IV $49.16

Daily:

Summer School Daily Teaching Rate (4 hour day) $286/day
Summer School Daily Teaching Rate (5.5 hour day) $392/day

Stipends:

Lead Teachers (Literacy, Math, Science and Technology)..... $1,958/year
Professional Learning Stipend (18 hours of PL every two years, may be earned annually)..... $1,317 /year
Site Council Stipend (only when at Range 90) $785/year
Primary Medical Stipend..... $1,934/year
Same-Day Multiple-Site Secondary Classroom Teacher Stipend $2,054/year
Parent Conference Stipend (K-6) (6 conference hours equals one day) $362/day
New Teacher Orientation (6 hours equals one day)..... $362/day
High School Yearbook Teacher Stipend..... $4,695/year
Teacher Recommendation Writing (after 10th Student) ..... $52/each after 10
Athletic Director (High School) $9,024/year

Overnight Stipend……..……...$323/day

(required duty overnight supervising students on a District-sponsored school activity.)

Marching Band Camp Director:

5 Days at Summer School Rate $286/day

High School Credentialed Coaching Salary Schedule

Category	Initial	3rd Year* * (10%)	6th Year* * (15%)	11th Year* (20%)
A	$5,034	$5,537	$5,790	$6,041
B	$4,280	$4,708	$4,921	$5,136
C	$3,529	$3,881	$4,058	$4,234
D	$2,769	$3,046	$3,185	$3,324

** Beginning of 3rd, 6th and 11th year and thereafter.*

Extended Season: An increment will be paid to the Coach(es) who are directly responsible for those athletes involved in either a league, regional, sectional, or state playoff. The increment will be $261 per week for ten (10) or more participants on a team and $131 per week for fewer than ten (10) participants. Designation of extended season coach(es) is subject to prior approval of the district.

APPENDIX I
Evaluation / Supervision
(Certificated Personnel BP 4115)

The Board of Education believes that regular and comprehensive evaluations can help instructional staff improve their teaching skills and raise students' levels of achievement. Evaluations also serve to hold staff accountable for their performance. The Superintendent or designee shall evaluate the performance of certificated staff members in accordance with law, negotiated employee contracts and Board-adopted evaluation standards.
(cf. 4141/4241 - Collective Bargaining Agreement)

Objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession shall be reviewed and may be incorporated in district evaluation standards with the agreement of the exclusive representative of the certificated staff.
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4140/4240 - Bargaining Units)
(cf. 4315.1 - Staff Evaluating Teachers)

Evaluation procedures may include observation of teacher performance in the classroom.

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning throughout the district.

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance. The Superintendent or designee shall assist employees in improving their performance and may require participation in appropriate programs. Staff members are encouraged to take initiative to request assistance as necessary to promote effective teaching.
(cf. 4131 - Staff Development)
(cf. 4139 - Peer Assistance and Review

APPENDIX J
Academy Working Conditions

The terms of this appendix will not constitute the status quo for purposes of negotiating under the Educational Employment Relations Act, Government Code Section 3540, et seq.

A. Academy Working Conditions

1. **Program hours and compensation**. The PAUSD Academy will serve students identified as academically at risk in Grades 1-5. The classes will be limited to 6-10 students, each working with one teacher. Teachers will be paid the Academy Teaching Rate specified in Appendix H for each hour of instruction. For planning and parent conferencing, the teacher will receive one additional hour of pay for every 3 hours of instruction. Teachers-in-charge will receive one additional hour of pay for every 3 hours of being in charge.
2. **Selection of teachers**. All unit members will have an opportunity to apply for Academy positions. Selection will be made by the site principal and Director for Elementary Education. Qualified unit members will receive preference in hiring over non-unit member applicants. Qualifications will be determined by the level of students and the curriculum to be taught. No priority will be given to teachers holding a particular type of contract (permanent, probationary, temporary, etc.) over those holding other types.
3. **Schedule of classes**. Academy classes will meet outside of the normal work-day hours. Academy teachers will be excused from other meetings that conflict with Academy instruction.
4. **Absences and substitutes**. Teachers will not accrue sick leave related to Academy work and will not be allowed to use sick leave, personal necessity, or other types of leave to cover an absence from Academy classes. If a teacher is unable to teach a scheduled Academy class for any reason, s/he will not receive payment for that class. A contract teacher who works on an hourly basis to provide substitute teaching for an Academy teacher will receive the Academy Teaching Rate.
5. **Observation of Academy classes**. An Academy teacher will be observed in Academy classes by the site principal and/or district TOSA. Work in the Academy classes will not be addressed in the teacher's interim assessments or summary evaluation.
6. **Safety conditions**. Contract provisions regarding safety conditions (Article XIII, section F) apply to Academy work. At each site there will be a principal or teacher-in-charge. During instructional time in the academy program, no teacher should be on site without another adult present.

B. Contracted Programs

Should the District desire to contract out Academy programs to commercial concerns on a pilot basis, in order to evaluate the effectiveness of such programs for low achieving students, the District will provide the Association with notice and opportunity to negotiate.

PALO ALTO UNIFIED SCHOOL DISTRICT
Side Letter of Understanding

The Palo Alto Unified School District (District) and the Palo Alto Educators Association CTA/NEA (PAEA) "the parties" herein, have reached the following understandings, related to Appendix C—California Standards for the Teaching Profession--Clarifications

1. The parties adopted the California Standards for the Teaching Profession ("Standards") as the basis for the evaluation of teacher performance.
2. The parties incorporated further clarification of the Standards in Appendix C beginning with the 2013-14 school year.
3. The parties agree that the District will provide support and training to unit members to assist them in developing the necessary skills to use the student information system to communicate with students and parents on assignments, homework, and updating grades.
4. The parties agree that activities that develop the skills described in #3 are eligible professional learning activities for the professional learning expectation.
5. The parties agree that one goal of the Professional Learning Committee is to participate in identifying the eligible professional learning activities that meet the professional learning expectation.
6. The parties agree that eligible professional learning activities will include in-district professional development activities, in-district collaborative professional learning activities, out-of-district professional learning activities that meet district and site goals, and approved university coursework.
7. The parties agree that the two-year cycle for professional learning hours would begin in the 2014-15 school year.
8. The parties agree that a unit member may earn the PL Stipend annually beginning in 2013-14.
9. The parties agree that for any unit member for whom completing the 18 hours of professional learning outside the school day would be a significant burden, he/she may propose an alternative means of completing the professional learning hours.

PALO ALTO UNIFIED SCHOOL DISTRICT
Memorandum of Understanding

This Memorandum of Understanding is by and between the Palo Alto Unified School District (District) and the Palo Alto Educators Association (PAEA), "the parties" herein:

1. Pending ratification of the 2015-16 Collective Bargaining Agreement, the parties agree that for the benefit year from January 1, 2016 through December 31, 2016, the District will match funds deposited into a health care flexible spending account (FSA) by benefit- eligible members, up to a maximum District contribution of two hundred dollars ($200) for the purpose of defraying the increase in medical benefit costs.

MEMORANDUM OF UNDERSTANDING BETWEEN
PALO ALTO UNIFIED SCHOOL DISTRICT (PAUSD)
AND PALO ALTO EDUCATORS ASSOCIATION (PAEA)
EVALUATION REVIEW /REVISION COMMITTEE

1. PAEA and the District agree that the current evaluation process of certificated staff is in need of review and potential revision. The parties are committed to working together to explore and design a new evaluation process that is beneficial to both unit members and administrators and as such have identified the following interests:

PALO ALTO UNIFIED SCHOOL DISTRICT	PALO ALTO EDUCATORS ASSOCIATION
• Consistency of practice • Focus on growth, reflection, and meaningful and timely feedback • Make system more user friendly; less complicated process • Strong, standards based feedback and accountability • Legally compliant	• Authentic, meaningful, practical, timely feedback • Relevant to our professional goals • Performed by qualified, trained evaluator with content area knowledge • Based on agreed upon professional standards • Not punitive, competitive or ranking • Not connected to test scores • Teachers have opportunity to respond to evaluations

2. The parties agree that a committee will be established consisting of up to six (6)_administrators and six (6) teachers. One member of each team would be a member of the Negotiations team; one from each team should be from the high school; one from each team from the middle school; and one from each the team following: from elementary. The evaluation committee's responsibilities will include, but are not limited to the following:
    - gathering data
    - exploring current teacher evaluation models
    - drafting procedures
    - writing a mission statement
    - creating a prototype
    - designing a piloting of the recommended procedures

3. Recommended timeline:
   Committee established by April 1, 2019
   Committee begins work by May 15, 2019
   Pilot of procedures: 2020-2021 school year

4. Representatives of the District and the Association shall review and approve the pilot program for the new procedures. Following completion of the pilot program, the procedures shall be submitted to the parties' negotiations teams for review and approval, after which the new procedures shall be subject to ratification by both parties for implementation beginning with the 2021-2022 school year.

Dated 5/19/19

For the Association:

Dated: 3/19/19

For the District:

PALO ALTO UNIFIED SCHOOL DISTRICT
Memorandum of Understanding

This Memorandum of Understanding is by and between the Palo Alto Unified School District (District) and the Palo Alto Educators Association (PAEA), "the parties" herein:

- In Article XI, Leave Provisions, Section M, 1, e , Catastrophic Leave Bank, eligibility:
    - Unit members who join the Bank during the open enrollment period will be eligible to receive a contribution from the bank within the same school year they joined the Bank should the need arise.

Current language in the 2018-21 PAEA Collective Bargaining Agreement states that a unit member would not be eligible to receive a contribution from the Bank until the subsequent school year.

This MOU shall be effective for the 2021-2022 school year and shall be incorporated into Article XI, Leave Provisions, Section M, 1, e when the 2021-2024 PAEA Collective Bargaining Agreement is ratified.

11-10-21

Theresa Baldwin

For PAEA
Theresa (Teri) Baldwin
President

For PAUSD
Trent Bahadursingh
Deputy Superintendent

Memorandum of Understanding (MOU) Between
Palo Alto Unified School District and
Palo Alto Education Association
April 15, 2022

The Palo Alto Unified School District and the Palo Alto Educators Association CTA, "the parties" herein, have reached the following understandings, related to special education.

1. SAI Teachers are entitled to 2 release days per year to perform 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 these days (6 hours each) on non-work days to perform such duties and shall receive the teacher hourly rate in Appendix H for the extra day(s).

2. All educators who are required to attend IEP, SST, IST, 504 meetings outside of school hours (i.e., after the latest student dismissal time), shall be compensated at the Appendix H Hourly Teaching rate (prorated) for meeting time that exceeds (6) hours per semester.

3. Assignment to co-teaching sections/classes will be based on expertise and site/student needs in collaboration with the unit members and site administrator. 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.

4. Aggressive Behavior and Violent Outbursts in Class:
   a. If a student exhibits behavior that is unsafe to staff or other students or is escalating towards the potential of 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 de-escalates.
   b. For any aggressive behavior or violent outbursts by a student toward staff, the administrator will convene an IEP meeting within 48 business hours. If the student does not have an IEP, a meeting will be set up 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.

5. This MOU shall be effective for the 2022-2023 school year only and shall expire automatically on June 30, 2023. Both parties will study fiscal and other impacts of this MOU during the 2022-2023 school year.

6. The automatic expiration of this MOU on June 30, 2023 does not preclude either party from making proposals on the subject matter of this MOU as part of

prescribed reopener negotiations for the 2023-2024 school year. In the absence of any subsequent agreement over this subject matter, the provisions of Article XIII (Working Conditions) as stated in the 2021-2024 negotiated agreement shall automatically apply.

4/15/2022	4/15/22
Trent Bahadursingh Date	Teri Baldwin Date
Deputy Superintendent	PAEA President