

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, 202~~1~~8.

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 each year of the agreement.
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.


6/4/26


6/4/26

REMITIVE AGREEMENT
JJB. 12/9/25
TK 12/9/25

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)~~ ~~twenty-five (25)~~ ~~twenty-five (25)~~ days after the alleged violation of the contract. The ~~twenty (20)~~ ~~twenty-five~~ ~~twenty-five (25)~~-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)~~ ~~twenty-five (25)~~ ~~twenty-five (25)~~ 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)~~ ~~fifteen~~ (15) 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)~~ ~~fifteen~~ (15) 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.

1a: PAEA to PAUSD 10/22/25

1b: PAUSD to PAEA 10/22/25 (12:45pm)

1c: PAEA to PAUSD 11/5/25

1d: PAUSD to PAEA 11/5/25 (1:30pm)

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)~~ fifteen (15) 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)~~ fifteen (15) 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)~~ ~~fifteen (15)~~ 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)~~ ~~fifteen (15)~~ ten (10). 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)~~ ~~fifteen (15)~~ days of the delivery of the Level III decision, ~~the grievance to Level IV~~; submit a request to the Association Executive Board requesting that the Association submit the grievance to mediation. If the Association Executive Board approves the request, the Association shall submit the grievance to mediation by giving written notice to the Superintendent's Office within ~~twenty (20) days~~ fifteen (15) days after the date the request is made of the Association by the Grievant.
- b. ~~In such case, t~~The Association and the District ~~will mutually agree upon the identification of a mediator~~ agree to use a mediator from the State Mediation and Conciliation Service (SMCS). ~~SMCS will provide a list, from which the District and the Association will select a mediator. for assignment of a mediator at no cost~~ The mediator will be assigned at no cost; unless agreed otherwise between the District and the Association. Any resulting mediation expense shall be shared equally. ~~California Public Employment Relations Board (PERB)~~. Upon ~~appointment~~ the selection ~~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 as soon as possible subject to the availability of the mediator.~~

1a: PAEA to PAUSD 10/22/25

1b: PAUSD to PAEA 10/22/25 (12:45pm)

1c: PAEA to PAUSD 11/5/25

1d: PAUSD to PAEA 11/5/25 (1:30pm)

- 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.
- e. ~~The Association will contact the State Mediation and Conciliation Service for assignment of a mediator at no cost.~~

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)~~ fifteen (15) days of the last meeting with the mediator, or within ~~ten (10)~~ fifteen (15) days of the expiration of the timeline in Level IV above, submit a request to the Association ~~Grievance Chairperson~~ Executive Board, requesting that the Association submit the grievance to arbitration. If the Association ~~Grievance Chairperson~~ Executive Board approves the request, the Association shall submit the grievance to arbitration by giving written notice to the Superintendent's Office within ~~fifteen (15)~~ twenty (20) days after the date the request is made of the Association by the Grievant.
- b. Within ~~ten (10)~~ fifteen (15) days after such written notices of submission to arbitration, the Superintendent's Office and the Association shall request jointly the State Mediation and 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~~ Association. 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.

1a. PAEA to PAUSD 10/22/25
1b. PAUSD to PAEA 10/22/25 (12:45pm)
1c. PAEA to PAUSD 11/5/25
1d. PAUSD to PAEA 11/5/25 (1:30pm)

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.


Trent Bahadursingh, Deputy Superintendent


Tom Culbertson, PAEA President

Tentative Agreement on 12/9/25

ARTICLE VI

Compensation & Benefits

A. 2025-2026 Teachers' Salary

1. Salary Schedule Increase: The 2025-2026 Teachers' Salary Schedule shall reflect a five percent (5%) increase over the 2024-2025 Employees' Salary Schedule, effective July 1, 2025.

Appendix H (Certificated Special Salaries and Stipends, including Hourly, Adult Education) shall be increased by five percent (5%) as of the date the Tentative Agreement is approved by the Board.

One-Time Payment: Employees shall receive an off-salary schedule recognition payment of \$5,000, pro-rated based on FTE, with eligibility capped at a maximum of 1.0 FTE. To be eligible, the employee must be in paid status as of December 19, 2025.

B. 2026-2027 Teachers' Salary

1. Salary Schedule Increase: The 2026-2027 Teachers' Salary Schedule shall reflect a five and four-tenths percent (5.4%) increase over the 2025-2026 Employees' Salary Schedule, effective July 1, 2026.

Appendix H (Certificated Special Salaries and Stipends, including Hourly, Adult Education) shall be increased by five and four-tenths percent (5.4%) effective July 1, 2026.

Recognition Payment: Employees shall receive an off-salary schedule recognition payment of \$5,000, pro-rated based on FTE with eligibility capped at a maximum of 1.0 FTE. To be eligible, the employee must be in paid status as of December 1, 2026. The payment will be processed at the end of December 2026.

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.

- b. 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. The District shall assume and pay for the full cost of health (medical) insurance benefits for the full-time employee only, prorated for part-time employees who work at least half-time (defined as a .50 FTE assignment).

For the calendar years 2027 and 2028 only, the District's contribution to the cost of medical insurance benefits provided in this collective bargaining agreement will be ninety percent (90%) of the premium cost for the employee + 1 and employee + family plans.

The ninety percent (90%) contribution amount will be calculated for each employee +1 and employee + family plan based on the employee's contracted FTE assignment. Employees working at least .50 FTE assignment hours per week but less than 1.0 FTE assignment shall be prorated based upon a full-time 1.0 FTE assignment. The employee will contribute the remaining ten percent (10%) cost amount not covered by the District.

In January of 2028, the District and PAEA agree to negotiate medical insurance benefits contribution amounts to premium costs for both employees and the District. If an agreement is not reached by June 1, 2028, the District will contribute eighty percent (80%) of the cost of medical insurance benefits and employees will contribute twenty (20%) for the coverage calendar year of 2029.

- d. 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.
- e. 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 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.
- f. 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.
- g. 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.
- h. 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.

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. Induction 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.

- Ia: PAUSD to PAEA 10/22/25 (10:25, revised at 3:30pm)
- Ib: PAEA to PAUSD 11/5/25
- Ic: PAUSD to PAEA 12/9/25
- Id: PAEA to PAUSD 12/9/25 2:30 pm
- Ie: PAUSD to PAEA 1/15/26
- If: PAEA to PAUSD 2/2/26
- Ig: PAUSD to PAEA 4/30/26

ARTICLE VII

Hours

A. Working Hours

1. All unit members shall be ~~physically present at their assigned work location and physically present at their assigned work location or campus and physically present at their assigned work location or campus and~~ available to students and other staff members 15 minutes ~~15 minutes~~ **before opening** at the start of the instructional day ~~at the start of the instructional day and 15 minutes 15 minutes after~~ at the end of the instructional day ~~at the end of the instructional day. the closing of school each day.~~ before opening and after the closing of school each day.

~~2. Adjunct duties, outside the instructional day are also required, as agreed and/or~~
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~~2. Adjunct duties, outside the instructional day are also required, as agreed and/or~~ **Included in the above are other instructional day duties as assigned, 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 totaling six (6) hours per school year. totaling six (6) hours per school year. totaling six (6) hours per school year. Unit members are encouraged to pursue individual programs of professional growth and development and to participate in parent school meetings.**

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Adjunct Duties:

~~These duties support the broader educational program, school community, and student well-being, and may include, but are not limited to, the following:~~

- ~~• Athletic events (e.g., supervision, ticket sales, crowd control)~~
- ~~• School dances~~
- ~~• PTA sponsored events~~
- ~~• Promotion and graduation ceremonies~~
- ~~• Student performances (e.g., concerts, plays, recitals)~~
- ~~• Fundraising events~~
- ~~• Staff meetings or professional development outside contract time~~

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- ~~• Fundraising events~~
- ~~• Staff meetings or professional development outside contract time~~

**(Not for contract language; District and Association have a shared interest in equitable adjunct duty participation by all unit members. The parties will work together towards this objective)*

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232. General education teachers assigned to two or more sites, ~~in~~ on 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.

343. ~~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.

454. 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.

565. Grades ~~TK-5~~66 teachers (~~including TK-6 SDC teachers~~) and TK teachers working more than 80% FTE shall be given up to four days of released time per year for the purpose of conducting bi-annual Fall and Spring 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. Elementary (~~TK-5~~) ~~Resource Specialist~~ Special Education, ~~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 Fall and Spring parent conferences beyond the federal and state mandated meetings (e.g. IEP meetings). ~~Transitional Kindergarten Kindergarten (TK) teachers working up to, and including, 80% FTE shall be given up to three days of release time, or the equivalent stipend, for the aforementioned duties.~~

676. A. Meeting time for Elementary Teachers

1. ~~As determined by the principal, Ee~~Elementary teachers will not be required to attend more than ~~four (4) three (3) four (4) hours of mandatory staff meetings, an average of four (4) hours per month calculated over a period of two months for such meetings~~ outside the regular work day, per month.

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. ~~Before the end of the school year, T~~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 ~~for the subsequent school year~~. 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. Before the end of the school year, the principal and the leadership team at each secondary site will jointly determine an annual schedule of mandatory staff meetings with specified start and end times for the subsequent school year. ~~within the restructured days.~~

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

~~7. School counselors shall not be required to attend after-school events (e.g., parent nights, guidance nights, and college fairs). If they do attend any at their supervisor's request, they will be compensated at the Appendix H Hourly Teaching rate. School counselors who work 50% or more may choose to receive release time in lieu of hourly compensation. They will be granted one earned comp day of release time for every 270 minutes worked at these after-school events. This comp day/release time may be utilized in units of no less than the unit member's workday.~~

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~~ 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. In all cases, 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 (NB: this is current language moved). ~~On occasion, the Association will provide the stipend.~~ (See Appendix B for details; NB: Appendix B will change according to changes to this section)

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. District-wide 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.

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~~Elementary and Secondary teachers~~ Unit members shall be dismissed at the end of the student instructional day on ~~any~~ District-wide minimum day, including the Friday before Labor Day Weekend no matter which week their school holds its Back to School Night. The District-wide minimum day schedule shall be:

~~4. Minimum Day Schedule~~

- a)1. Secondary: Follow school site student instructional day schedules for minimum days
- b)2. Elementary: Students are released four (4) hours after the start of the instructional day. ~~at the same time as Wednesday early dismissal~~

C. Working Days

1. The work year shall be 187 days ~~which shall include:~~ ~~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. Some part-time unit members' particular work year may not include 180 student attendance days, but all part-time unit members are required to attend the staff development days, district workday and teacher directed workdays mentioned above.~~
2. Some part-time unit members' particular work year may not include 180 student attendance days, but all part-time unit members are required to attend the staff development days, district workday and teacher directed workdays mentioned above, ~~and shall be compensated each of those days an amount equal to the difference between their part-time FTE percentage and full-time FTE (100%) multiplied by their per diem salary,~~ and shall be compensated each of those days an amount equal to the difference between their part-time FTE percentage and full-time FTE (100%) multiplied by their per diem salary.
- ~~3.2.2.~~ If the District requires a unit member to work additional days, said unit member shall be compensated at a daily rate in accordance with the unit member's placement on the salary schedule.
- ~~4.3.3.~~ 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).
- ~~5.4.4.~~ 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 the 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 accordance with ~~his/her~~ their placement on

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the salary schedule. Three workdays are contingent upon the District's continued ability to receive funding according to Education Code Section 44579.


~~65.5~~. In developing the **work** school year calendar for the succeeding school years, the parties will use the following process:

- a. By November 1, the ~~negotiating teams~~ designees 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), referenced in Appendix D-1 "Pre-Retirement Employment and Post-Retirement Programs", are available in the Certificated Human Resources Office.


5/13/26


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ARTICLE IX

Class Size

A. Class Size Staffing Ratios

The class size staffing using the Remediation Measures as stated in section B of this article shall be based on the following:

Grades TK-K	One teacher per 19 students
Grades 1	One teacher per 22 students
Grades 2-3	One teacher per 23 students
Grades 4-5	One teacher per 24 students
Grade 6-8 (Core)	One teacher per average of 24 students
Grades 7-10 (Math/English)	One teacher per average of 24 students
Grades 7-8 (Science/Social Science)	One teacher per average of 25 students
Grades 7-8 (Science/Social Science)	One teacher per average of 25.5 students
Grades 6-12	One teacher per department course-alike department average (calculated by excluding classes above) (calculated by excluding classes above) of 28.5 students

**Core – 6th Grade English, Math, Science, Social Science*

B. Remediation Measures

1. If the daily enrollment in a TK-12 class exceeds the class size ratio listed in Section A, the remediation measures of Section B.2 and B.3 will apply. This remediation will be quarterly and will be calculated on the fifteenth day of each quarter.
2. For TK--5th grade, when remediation measures apply, the remediation funds shall be provided in the form of a stipend to the classroom teacher-paid quarterly in the amount of \$750 per applicable student (maximum of \$3,000 annually per applicable student).
3. For 6th--12th grade, 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** ~~equivalent~~ funds ~~equivalent to section B.2. of this article~~ ~~equivalent to section B.2. of this article~~ 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.
 - f. All site administrators will do their best to balance classes equitably.

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 representatives may participate in the remediation discussion.

C. Combination Grade Classes

Grades TK--5 (~~with the exclusion of the Ohlone School model: excluding~~ ~~excluding with the exclusion of the Ohlone School model: excluding~~ ~~with the exclusion of the Ohlone School model: excluding~~ with the exclusion of the Ohlone School model: Special Education classes, ~~language immersion instruction, language immersion instruction,~~ music instruction, physical education instruction, and library instruction)

1. Educators who teach a combination class for the year will be paid \$10,000 annually pro-rated stipend to a full-time equivalent assignment. The stipend is calculated based on the instructional year and shall be paid annually.

The parties agree to form an ad hoc committee by May 31, 2026 to study the additional workload that comes from implementing standardized, grade-specific curriculum into the multi-grade Ohlone School model with the intention of creating an MOU to address the additional workload.

~~The purpose of this article is to establish guidelines and procedures for the formation of combination classes in neighborhood elementary schools when there are not enough students to form a full class of students at a particular grade level.~~

The purpose of this article is to establish guidelines and procedures for the formation of combination classes in neighborhood elementary schools when there are not enough students to form a full class of students at a particular grade level.

A combination class, for the purposes of this contract, shall be defined as a class in which students from two different grade levels are placed together under a single teacher's instruction. A combination class may be formed when the number of students at a particular grade level falls below the minimum class size threshold as defined by the PAUSD/PAEA CBA.

Before the formation of a combination class, the school administration shall notify affected teachers. In the event of a combination class, the school administration shall make efforts to balance the grade levels represented in the class, taking into consideration the individual needs and abilities of the students. The school administration shall also ensure that class sizes remains within ~~reasonable limits as reasonable limits as~~ ~~reasonable limits as~~ **reasonable limits as** ~~the class size staffing ratios~~ ~~the class size staffing ratios~~ defined by the PAUSD/PAEA CBA.

D. Special Education and Related Services Case Management

~~1. Case management/caseload is defined as providing special education services to students including, but not limited to:~~

~~a. Providing instruction and services for those pupils whose needs have been identified in an individualized education program;~~

- ~~b. Providing information and assistance to individuals with exceptional needs and their parents;~~
- ~~c. Providing consultation, resource information, and material regarding individuals with exceptional needs to their parents and to regular staff members;~~
- ~~d. Coordinating special education services with the regular school programs for each individual with exceptional needs enrolled in the resource specialist program;~~
- ~~e. Monitoring of pupil progress on a regular basis, participation in the review and revision of individualized education programs, as appropriate, and referral of pupils who do not demonstrate appropriate progress to the individualized education program team, and~~
- ~~f. Emphasizing at the secondary school level academic achievement, career and vocational development, and preparation for adult life.~~

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- ~~a. Providing instruction and services for those pupils whose needs have been identified in an individualized education program;~~
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- ~~c. Providing consultation, resource information, and material regarding individuals with exceptional needs to their parents and to regular staff members;~~
- ~~d. Coordinating special education services with the regular school programs for each individual with exceptional needs enrolled in the resource specialist program;~~
- ~~e. Monitoring of pupil progress on a regular basis, participation in the review and revision of individualized education programs, as appropriate, and referral of pupils who do not demonstrate appropriate progress to the individualized education program team, and~~
- ~~f. Emphasizing at the secondary school level academic achievement, career and vocational development, and preparation for adult life.~~

1221. Special Education Ed Specialists/RSP/Mild-Moderate (not in a self-contained class)

~~a. Case Management: 26 students per teacher.~~

- ~~a. Case Management, Elementary: maximum 14 students per teacher.~~
- ~~b. Case Management, Secondary: maximum 22 students per teacher.~~
- ~~a. Case Management, Elementary: maximum 15 students per teacher.~~
- ~~b. Case Management, Secondary: maximum 23 students per teacher.~~

~~a. Case Management: 26 students per teacher.~~

- ~~a. Case Management, Elementary: maximum 16 students per teacher.~~
- ~~b. Case Management, Secondary: maximum 24 students per teacher.~~

a. Case Management: 26 students per teacher.

2332. Special Education Mild-Moderate Self-contained Class

- a. Case Management/class size maximum of ~~12~~ ~~10~~ ~~11~~ **12** students per teacher.

- ~~3443~~ Special Education Moderate-Severe/~~Futures~~ Extensive Support Needs
a. Case Management/class size maximum of ~~12-8-8 12-9-12 10-12~~ students

- ~~4554~~ Therapeutic/Behavioral Classes
a. Case Management/class size maximum of ~~12-8-9 12-10~~ students

~~5665~~ Speech & Language Pathologists

- ~~a. No individual SLP's caseload exceeds 50 students for SLPs that serve elementary/secondary students and 50 students for SLPs that serve preschool/transitional kindergarten students.~~
~~a. Case Management, Elementary/Secondary: maximum 40 students per SLP~~
~~b. Case Management, Preschool/TK: maximum 35 students per SLP~~
~~a. Case Management, Secondary: maximum 45 students per SLP~~
~~b. Case Management, Elementary: maximum 40 students per SLP~~
~~c. Case Management, Preschool/TK: maximum 35 students per SLP~~
~~a. No individual SLP's caseload exceeds 50 students for SLPs that serve elementary/secondary students and 50 students for SLPs that serve preschool/transitional kindergarten students.~~
~~a. Case Management, Secondary: maximum 45 students per SLP~~
~~b. Case Management, Elementary: maximum 45 students per SLP~~
~~c. Case Management, Preschool/TK: maximum 40 students per SLP~~
~~a. No individual SLP's caseload exceeds 50 students for SLPs that serve elementary/secondary students and 50 students for SLPs that serve preschool/transitional kindergarten students.~~

- ~~6776~~ Caseload Consideration: All caseloads will take into consideration the complexity and intensity of each student's needs, the number of meetings required, travel demands between sites, and the technology use needs of the students.

This article agreement shall be effective on July 1, 2024~~6~~.

1a. PAUSD to PAEA 11/5/2025
1b. PAEA to PAUSD 12/9/2025 1:00pm
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1e. PAUSD to PAEA 2/2/26
1f. PAEA to PAUSD 2/2/26 1:15 pm
1g. PAUSD to PAEA
1h. PAEA to PAUSD 3/16/26
1i. PAUSD to PAEA 3/16/26 2:30pm

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 accordance with the guidelines of the Board Policy 4115. This article shall be implemented in accordance 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.
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"

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- 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 unless the parties mutually agree that a pre-conference is not needed.
 - 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 (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.
 - (ii) Plans 2.4 (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.
 - 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

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1g. PAUSD to PAEA
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1i. PAUSD to PAEA 3/16/26 2:30pm

(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 their 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 & 2.4) Required Procedures for Evaluation of Permanent Staff Members Meeting the Standards

A permanent teacher determined by their supervisor to be meeting all of the Standards shall be evaluated by Plan 2.

(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 their 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.

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1i. PAUSD to PAEA 3/16/26 2:30pm

(c) In the formal evaluation year, permanent teachers ~~on Plan 2.4 only, will complete~~ **choose choose** a formal observation ~~mode with~~ from the following **options listed on the District form:** Instructional Design, ~~Peer Evaluation, Peer Evaluation, Peer Evaluation,~~ Peer Evaluation, ~~Coursework, Observation, Data Driven Inquiry, and or~~ National Board Certification or Renewal ~~linked here [insert link]~~ **and inform their supervisor of their choice. mode with various options listed on the District form and inform their supervisor of their choice. cycle with the assigned supervisor/evaluator.** Regardless of option selected, all teachers on a Plan 2.4 shall complete the Summary Evaluation form in collaboration with their supervisor/evaluator.

(d) 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 informal evaluation year, at least one formal (at least 30 minutes in length) or one informal observation (more than ten minutes in length) with written feedback shall occur.
- (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.

Alternative evaluator: Any certificated employee on an Evaluation Plan 3 or 4 receives an unsatisfactory observation/evaluation report, shall upon request, be provided at least one (1) additional observation, conference and observation report. At the employee's request, the additional observation, conference, and observation report shall be performed by a different

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administrator from the District as assigned by the Human Resources Department. The written observation report shall be made available as part of the unit member's annual evaluation. Either the evaluator or unit member may choose to have the observation report included as an attachment to the annual evaluation.

(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.

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

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 a 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 their 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 their 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

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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 & 2.4 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 shall follow Plan 2.2, having a formal 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 shall follow Plan 2.4, having a formal 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

- 1a. PAUSD to PAEA 11/5/2025
- 1b. PAEA to PAUSD 12/9/2025 1:00pm
- 1c. PAUSD to PAEA 12/9/2025 2:30pm
- 1d. PAEA to PAUSD 1/15/2026

- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

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

* The District and the Association agree the purpose of assessment of administrative performance is to provide meaningful feedback on leadership practices. The District will develop forms for this purpose with input from PAEA. The questions will include multiple choice or scaled questions. The administrator may add more questions, including open-ended, at their discretion. All feedback will be unidentifiable unless the unit member chooses to self-identify.

- Ia. PAUSD to PAEA 11/5/2025
- Ib. PAEA to PAUSD 12/9/2025 1:00pm
- Ic. PAUSD to PAEA 12/9/2025 2:30pm
- Id. PAEA to PAUSD 1/15/2026

- Ie. PAUSD to PAEA 2/2/26
- If. PAEA to PAUSD 2/2/26 1:15 pm
- Ig. PAUSD to PAEA
- Ih. PAEA to PAUSD 3/16/26
- Ii. PAUSD to PAEA 3/16/26 2:30pm

Plan 1 Target Dates Completion Date	Probationary 1 & Temporary Staff	Supervisor
11/1	Meet to discuss progress on Standards	1st Interim Assessment
2/15	Meet to discuss progress on Standards	2 nd Interim Assessment Provide opportunity for staff assessment of administrative performance*
4/1	Meet to discuss progress on Standards	3 rd Interim Assessment
4/1		Complete "Summary Evaluation" and Rehire Decision
<p>* The District and the Association agree the purpose of assessment of administrative performance is to provide meaningful feedback on leadership practices. The District will develop forms for this purpose with input from PAEA. The questions will include multiple choice or scaled questions. The administrator may add more questions, including open-ended, at their discretion. All feedback will be unidentifiable unless the unit member chooses to self-identify.</p>		

Plan 1 Target Dates Completion Date	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
<p>* The District and the Association agree the purpose of assessment of administrative performance is to provide meaningful feedback on leadership practices. The District will develop forms for this purpose with input from PAEA. The questions will include multiple choice or scaled questions. The administrator may add more questions, including open-ended, at their discretion. All feedback will be unidentifiable unless the unit member chooses to self-identify.</p>		

- 1a. PAUSD to PAEA 11/5/2025
- 1b. PAEA to PAUSD 12/9/2025 1:00pm
- 1c. PAUSD to PAEA 12/9/2025 2:30pm
- 1d. PAEA to PAUSD 1/15/2026

- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

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 Completion Date	Staff Member	Supervisor
Informal Year (1)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/15		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	
2/15		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"
<p>* The District and the Association agree the purpose of assessment of administrative performance is to provide meaningful feedback on leadership practices. The District will develop forms for this purpose with input from PAEA. The questions will include multiple choice or scaled questions. The administrator may add more questions, including open-ended, at their discretion. All feedback will be unidentifiable unless the unit member chooses to self-identify.</p>		

Plan 2.4 — Chronology

- 1a. PAUSD to PAEA 11/5/2025
- 1b. PAEA to PAUSD 12/9/2025 1:00pm
- 1c. PAUSD to PAEA 12/9/2025 2:30pm
- 1d. PAEA to PAUSD 1/15/2026

- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

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	Staff Member	Supervisor
Target Dates		
Completion Date		
Informal Year (1)		
10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/15		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	
2/15		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	
2/15		Provide opportunity for staff assessment of administrative performance*
5/1	Plan tentative revisions in professional development plan for following year	
Formal Year (4)		

- 1a. PAUSD to PAEA 11/5/2025
- 1b. PAEA to PAUSD 12/9/2025 1:00pm
- 1c. PAUSD to PAEA 12/9/2025 2:30pm
- 1d. PAEA to PAUSD 1/15/2026

- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

10/15	Meet to write, discuss, and plan implementation of professional development plan	
2/15		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"
<p>* The District and the Association agree the purpose of assessment of administrative performance is to provide meaningful feedback on leadership practices. The District will develop forms for this purpose with input from PAEA. The questions will include multiple choice or scaled questions. The administrator may add more questions, including open-ended, at their discretion. All feedback will be unidentifiable unless the unit member chooses to self-identify.</p>		

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. ~~Disciplinary matters shall be handled using the progressive discipline procedures in Article XIII: Working Conditions, not through the Plan 3 process. While While PppPpWhile Pp~~ Placement on Evaluation Plan 3 ~~may shall may only shall only may shall only 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. , a staff member shall be placed on this plan whenever it is deemed necessary by the site principal/administrator. a staff member shall~~ **may be placed on this plan whenever it is deemed necessary by the site principal/administrator** after two or more unsatisfactory ~~formal or informal~~ observations with feedback provided to the unit member.
2. Prior to a teacher’s being formally assigned to Plan 3, the following procedures will be followed:
 - ~~a. As soon as a concern arises~~ Within 10 school days of a concern(s) arising, the site principal and administrative supervisor shall notify the staff member of the concern(s) in order to support their efforts to improve.
 - ab.** If the site principal/administrator determines that a teacher’s performance does not meet all the Standards, they will develop a plan to address concerns over an informal support period of 4 to 8 weeks. This informal plan will include specific step(s) the member can take to demonstrate they are meeting the identified standard(s). The

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- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

principal/administrator shall ~~notify include a the~~ PAEA representative ~~President chosen by the teacher~~ and a Human Resources administrator. ~~of in the discussion.~~

c. At the end of the agreed-upon informal support period, if the principal/administrator, in consultation with the supervisor/evaluator, determines that the staff member meets the identified standard(s), they will be immediately placed on Evaluation Plan 2.2 or 2.4, according to their time in the district.

~~bd.~~ At the end of the agreed-upon informal support period, if the teacher's performance does not meet ~~specific~~ standard(s) ~~agreed upon in the informal plan~~, the principal/administrator shall notify the teacher in writing that they are being placed on Evaluation Plan 3.

~~ee.~~ 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~~ or related concerns surface at a later date.

3. While the principal/administrator may request any assistance or resources that they deem 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.

~~4. A member shall not be placed on Plan 3 if their supervisor has failed to meet any evaluation completion dates for that member in the last 12 months.~~

I. Procedures for Evaluation Plan 3

1. All general procedures for the staff member and the supervisor listed in Section G (Chronology) for Plans 1, 2.2, and 2.4 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

1a. PAUSD to PAEA 11/5/2025
1b. PAEA to PAUSD 12/9/2025 1:00pm
1c. PAUSD to PAEA 12/9/2025 2:30pm
1d. PAEA to PAUSD 1/15/2026

1e. PAUSD to PAEA 2/2/26
1f. PAEA to PAUSD 2/2/26 1:15 pm
1g. PAUSD to PAEA
1h. PAEA to PAUSD 3/16/26
1i. PAUSD to PAEA 3/16/26 2:30pm

- 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~~ 4 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, they 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.

Ia. PAUSD to PAEA 11/5/2025
Ib. PAEA to PAUSD 12/9/2025 1:00pm
Ic. PAUSD to PAEA 12/9/2025 2:30pm
Id. PAEA to PAUSD 1/15/2026

Ie. PAUSD to PAEA 2/2/26
If. PAEA to PAUSD 2/2/26 1:15 pm
Ig. PAUSD to PAEA
Ih. PAEA to PAUSD 3/16/26
Ii. PAUSD to PAEA 3/16/26 2:30pm

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 will be temporarily replaced by a two-year pilot program specified in a separate MOU for the 2023-24 and 2024-25 school years.)~~

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

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- 1e. PAUSD to PAEA 2/2/26
- 1f. PAEA to PAUSD 2/2/26 1:15 pm
- 1g. PAUSD to PAEA
- 1h. PAEA to PAUSD 3/16/26
- 1i. PAUSD to PAEA 3/16/26 2:30pm

students in Grades 6-12. The procedure used for student input must provide for student anonymity.

b. The teacher may devise, subject to approval by their supervisor/evaluator, forms and procedures for the collection of student input, or they 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 their 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

Unless otherwise defined in this Article or applicable law, ~~M~~members of the immediate family, as used in this ~~section~~ article, mean the mother, father, grandmother, grandchild, or grandfather of the employee or of the spouse or registered domestic partner of the employee, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, ~~aunt, uncle, niece, nephew, cousin,~~ foster parent, foster child, 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.~~ Persons who do not meet the technical definition of immediate family set forth in this section, but who hold a relationship with the unit member equivalent to the relationships listed in this section's immediate family definition, may be considered a member of the immediate family for the purpose of this article with approval from the Director of Human Resources, Certificated, or designee.

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 ~~preventive care, diagnosis, or treatment of~~ personal illness, ~~mental wellness,~~ 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. **Differential Leave:** 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 ~~up to an additional 5 school months 5 school months 100 school days,~~ the amount deducted from the salary for any of the additional ~~five-month 100 school day~~ 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 ~~or 50% of the member's pay, whichever is less.~~
The accumulated sick leave and the ~~five-month five-month 100 school day~~ period shall run consecutively or may be broken up into at most three (3) periods, each at least twenty ~~(20) school days long.~~ A unit member may not be provided more than one ~~five-month five-month 100 school day~~ period per illness or accident. However, if a school year terminates before the ~~five-month 100 school day~~ is exhausted, the employee may take the balance of the ~~five-month 100 school day~~ 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.

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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, **with or without restrictions**. 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)~~ (Frontline). 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, **with or without restrictions**. ~~The District reserves the right to require medical verification by a licensed physician of an employee's claimed illness or injury leave, where the District has a reasonable suspicion that the leave benefits are being abused or used for improper reasons. If the physician is selected by the District, the examination shall be at District expense. The District reserves the right to require medical verification by a licensed physician of an employee's claimed illness or injury leave, where the District has a reasonable suspicion that the leave benefits are being abused or used for improper reasons. If the physician is selected by the District, the examination shall be at District expense.~~
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.~~ An employee will have this type of leave deducted in one-quarter (1/4) day increments based on each site's bell schedule.
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, or 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.
 - e. ~~National or statewide general strikes~~
3. No prior permission is required for use of seven (7) days in any school year. However, the leave under "CB-2.d" above cannot be used on the day immediately **proceeding**

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preceding 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," or "e") and shall make every effort to comply with the District procedures regarding advance notice to enable the District to secure a substitute.

~~4. Notwithstanding C.2. above, a unit member may use, at their discretion, up to five (5) of the above-referenced seven (7) personal necessity leave days for any purpose.~~

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 their 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.
 - d. If the District requires verification of this leave, they will request it no sooner than one week after the first day of the leave. A unit member has 60 days from the first day of the leave to provide it. It may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

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, palliative care, 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 their 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.~~

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- c. An eligible unit member whose leave also qualifies and is approved and designated as FMLA/CFRA leave may use critical family illness leave ~~prior to concurrently with~~ ~~concurrently with~~ prior to FMLA/CFRA leave.

F. Pregnancy Disability Leave

1. Employees are entitled to use sick leave and Differential Leave ~~extended illness 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 is~~ separate from child bonding leave ~~care, 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.
2. Once accumulated sick leave and Differential Leave ~~extended illness leave~~ is exhausted and ~~if an employee continues to be disabled due to pregnancy, miscarriage, childbirth, or recovery therefrom, if the employee continues to be absent as verified by her~~ their physician, the employee shall be entitled to a leave of absence without pay for the remainder of the pregnancy disability. The employee may elect to continue health and welfare benefits at the employee's expense.

G. Paid Parental Leave (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, employees 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.~~
2. Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) weeks.
- ~~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 or placement.~~
 - ~~b. Maternity/paternity Child bonding leave may be taken in a minimum of two (2) week increments; however, the employee may take child bonding leave in increments of less than two (2) weeks on up to two (2) occasions. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year, provided the leave is taken within 12 months of the birth or placement of the child.~~

~~For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.~~
3. Pursuant to Education Code section 44977.5, when an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to substitute

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differential pay for any of the remaining twelve (12) workweek period. The employee shall receive no less than 50% of his or her regular salary.

~~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.~~

4. Any leave taken under this section shall count against any entitlement to child-bonding leave taken under the California Family Rights Act and the aggregate amount of leave taken under this section and the CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period/ Employees shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.

e. 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 or placement.

d. ~~Maternity/paternity~~ b. Child-bonding leave may be taken in a minimum of two (2) week increments; however, the employee may take child-bonding leave in increments of less than two (2) weeks on up to two (2) occasions. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year, provided the leave is taken within 12 months of the birth or placement of the child.

If both parents are employed by the District, each eligible parent is entitled to twelve (12) workweeks of leave. ~~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 least thirty (30) days prior notice of intent to take child bonding leave and the anticipated dates of leave, ~~except in the case of emergency~~ unless there are extenuating circumstances.

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.

~~7. 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 permanent status.~~

7. 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 permanent status.

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~~

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- ~~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.~~

~~II. 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. ~~For any days of absence from duty as a result of the industrial accident, the employee shall endorse to the District any wage loss benefit check from the adjusting firm or carrier which make the total compensation from both sources exceed 100% of the amount the employee would have received as salary or Workers Compensation benefit. If the employee fails to endorse to the District any wage loss disability check received because of the indisutrial accident or illness as provided above, For any days of absence from duty as a result of the industrial accident, the employee shall endorse to the District any wage loss benefit check from the adjusting firm or carrier which make the total compensation~~

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~~from both sources exceed 100% of the amount the employee would have received as salary or Workers Compensation benefit. If the employee fails to endorse to the District any wage loss disability check received because of the industrial accident or illness as provided above, ~~TTT~~ The District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid ~~from the Workers' Compensation Fund~~ **from the Workers' Compensation Fund** to and retained by the employee.~~

- ~~6. When an employee is absent from his or her duties on account of an industrial accident or illness, he or she shall be paid such portion of the salary due to him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under worker's compensation, will result in a payment to the employee of not more than his or her full salary. "Full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings" as used in the workers' compensation laws. The maximum and minimum average weekly earnings specified in the workers' compensation laws shall be deemed inapplicable.~~
- ~~6. When an employee is absent from his or her duties on account of an industrial accident or illness, he or she shall be paid such portion of the salary due to him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under worker's compensation, will result in a payment to the employee of not more than his or her full salary. "Full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings" as used in the workers' compensation laws. The maximum and minimum average weekly earnings specified in the workers' compensation laws shall be deemed inapplicable.~~
- ~~7. Following exhaustion of industrial accident and illness leave, other sick leave will then be used; but, if an employee is received temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave, which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.~~
- ~~7. Following exhaustion of industrial accident and illness leave, other sick leave will then be used; but, if an employee is received temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave, which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.~~

JJ 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.

JK 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

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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 G.7 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~~ **they** ~~teaches~~ **teach** seventy-five percent (75%) of the days of the Palo Alto Unified School District calendar on a half-time or more basis.

KL 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

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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

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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 4½ 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 4½ 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:

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- 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.

LM- 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~~ ~~their~~ ~~them~~ 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~~ ~~their~~ sick leave and other paid time off has been exhausted. "Immediate family members" shall be defined in Section A of the Article. A member can also qualify for Catastrophic Leave if they are returning from child bonding leave as specified in section G.7. of this article.
- c. A unit member's use of Catastrophic Leave shall not exceed a cumulative maximum of ~~sixty (60)~~ ~~seventy five (75)~~ 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~~ ~~November~~.

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- 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 November)~~ to join, ~~and they will not be eligible to receive a contribution from the Bank until the subsequent school year.~~
- f. 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. (Per MOU-2021-22)

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~~ them 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~~ their 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

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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~~ they 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~~ their 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~~ their 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 (LM).
- 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~~ they donated to the Catastrophic Leave Bank.

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MN. 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.~~ Eligible unit members shall be entitled to family and medical leave as provided in the California Family Rights Act of 1991 (Government Code section 12945.2), and the federal Family and Medical Leave Act of 1993 (29 U.S.C. section 2601, et seq.). Eligible unit members shall be ~~entitled~~ entitled to twelve (12) workweeks of leave for a qualifying reason (or twenty-six (26) workweeks to care for a parent, spouse, child, or next of kin injured in active military duty as specified by law) in a twelve (12) month period. The twelve-month period shall be defined as ~~[a fiscal year, a calendar year, or a rolling year]~~ a rolling year looking backwards from the first date of leave. This section shall not be subject to the grievance procedures.

NO. 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~~ their 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.

OP. Miscellaneous

1. Eligibility for Leave

A unit member becomes eligible for ~~thean~~ unpaid leave of absence outlined in section J of this Article, with the exception of continued parental leave, after ~~he/she~~ they ~~has~~ have permanent status as defined in Education Code Section 44929.21b.

~~He/she~~ They 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~~ they ~~is~~ are on leave. At the expiration of the leave of absence ~~of the unit member, he or she~~ the unit member shall be reinstated in

the position they held by him or her at the time of the granting of when the leave of absence was granted. Upon return, the unit member shall be given equal consideration with other members of that department or school for continued assignment in that school and/or department. He/she The unit member, 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.

P. Reproductive Loss Leave

1. Upon a reproductive loss event, all unit members who have been employed by the District for at least 30 days will be granted a total of five (5) days of reproductive loss leave. If an eligible unit member experiences multiple reproductive loss events within a 12-month period, the unit member may take no more than 20 days total of reproductive loss leave within the 12-month period. Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss leave event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave. A "reproductive loss event" means the day or, for a multi-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:
 - a. "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.
 - b. "Failed surrogacy" means the dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate. This event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.
 - c. "Miscarraige" "Miscarriage" means a miscarriage by a unit member, by a unit member's current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.
 - d. "Stillbirth" means a stillbirth resulting from a unit member's pregnancy, the pregnancy of a unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy that ended in a stillbirth.
 - e. "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a unit member, the unit member's current spouse or domestic partner, or another individual, if the

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unit member would have been a parent of a child born as a result of the ~~prer~~pregnancy pregnancy.

- f. "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

The definitions for Reproductive Loss Leave should be construed consistent with Government Code section 12945.6.

- 2. Unit members should provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member requesting leave, and any information provided to the District by a requesting unit member shall not be disclosed except to Personnel Services or management, as necessary, or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.
- 3. Unit members may use available paid leave concurrently with reproductive loss leave, including Personal Necessity. Reproductive loss leave shall be in addition to leave used by a unit member for pregnancy-related disability.

Q. Leave for Victims of Qualifying Acts of Violence

1. Employees shall be entitled to leave pursuant to Government Code section 12945.8 when an employee is a victim of, or has a family member who is a victim of, qualifying acts of violence. Government Code section 12945.8 allows employees who are victims to take up to twelve (12) weeks and employees who have a family member who is a victim to take up to ten (10) days of leave.

2. A qualifying act of violence includes:

- a. Domestic violence
- b. Sexual assault
- c. Stalking
- d. An act, conduct, or pattern of conduct that includes:
 - i. An individual causing bodily injury to another;
 - ii. An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon against another; or
 - iii. An individual using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

3. Leave under this section may be taken for any of the following reasons:

- a. To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim.
- b. To seek, obtain, or assist a family member to seek or obtain; medical attention to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, or psychological counseling or mental health services; related to qualifying acts of violence (as defined above).
- c. To participate in safety planning or take other actions to increase safety from future ~~qualify~~in qualifying acts of violence.

d. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing permanent housing or enrolling children in a new school or childcare. In circumstances where the employee is not the victim and the family member who is a victim is not deceased as a result of the crime, the leave taken for this reason is limited to five days.


e. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

f. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings, or to provide childcare to care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.

~~4. "Family member" for the purposes of this section includes spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, registered domestic partner, and designated person.~~


4. "Family member" for the purposes of this section includes spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, registered domestic partner, and designated person.

5. The employee shall provide reasonable advance notice prior to taking leave under this section unless advance notice is not feasible.


5/19/26


5/18/26



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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 ~~TK (-80 FTE)~~ through Grade 5 teachers at the elementary level shall have preparation/planning time during the student attendance day as follows:
 - a. ~~Transitional Kindergarten through 3rd grade-Kindergarten~~ teachers: 90 minutes per week. ~~(after full day Kindergarten begins) (after full day Kindergarten begins)~~ [Only if the start date of Kindergarten full day is agreed to, otherwise after full day Kindergarten begins](**after full day Kindergarten begins**)
 - ~~b. Teachers teaching a primary day — 90 minutes per week.~~
 - be. 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 affect the District bus transportation schedule.
6. ~~Young 5s teachers and TK and TK teachers and TK teachers shall have 190 90 190 90 190 90~~ minutes per week of preparation/planning time ~~after the student attendance day. The teacher has the professional discretion to use the time within these purposes.~~ **The teacher has the professional discretion to use the time within these purposes.**
- ~~7. TK teachers shall have 75 minutes per week of preparation/planning time after the student attendance day.~~
- ~~7. TK teachers shall have 75 minutes per week of preparation/planning time after the student attendance day.~~
7. TK teachers shall have 150 minutes per week of preparation/planning time after the student attendance day.

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 ~~a 30 minutes of a 30 minutes~~ **40**

~~minutes of a common preparation period per week for a “team” meeting. The team members shall have the sole discretion to determine how this time is used to support students. The team members shall have the sole discretion to determine how this time is used to support students.~~ 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. ~~In addition, non-co-teaching Special Education Teachers and SLPs will be given one (1) caseload management period, without student supervision, to be used for case management work, including IEP meetings.~~

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

~~Classroom teachers Classroom teachers~~ Unit members Classroom Teachers whose assignments require them to travel to different ~~secondary 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 teacher unit member~~ will be required to attend the number of meetings normally required of ~~teachers teachers unit members~~ assigned solely to the primary site served by the multiple-site ~~teacher teacher unit member~~.
2. Multiple-site ~~teachers teachers unit members~~ 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 teacher unit member~~ who is required to travel between sites during ~~his/her~~ their 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.

f: PAUSD to PAEA 12/9/26
lb: PAEA to PAUSD 2/2/26
lc: PAUSD to PAEA 2/19/26
ld: PAEA to PAUSD 3/16/26

le: PAUSD to PAEA 3/23/26
lf: PAEA to PAUSD 4/30/26
lg: PAUSD to PAEA 4/30/26 Updated 5/18/26
lh: PAEA to PAUSD 5/18/26

li: PAUSD to PAEA 5/18/26
lj: PAEA to PAUSD 5/26/26

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** They 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~~ Specialized Academic Instruction, specifically Extensive Student Support Needs (ESN) classes Special Education Teachers and SLPs (SAI, formerly Special Day Class) (SAI, formerly Special Day Class) Preparation/Planning

The District will provide ~~some form~~ ~~some form~~ 190 minutes 190 minutes of preparation/planning time for SAI teachers SAI Special Education ESN teachers. and SLPs, ~~comparable~~ ~~equal~~ ~~equal~~ to that received by regular classroom teachers for each grade level. In addition, the District will provide such teachers 190 minutes of designated case management time without student supervision per week. The total time will be allocated flexibly for instructional preparation and case management needs at the professional discretion of each affected member. A member who is scheduled for less than their full prep time will be compensated proportional to their per diem rate for the additional FTE they are providing. In lieu of 190 minutes of preparation/planning time per week, ESN teachers shall be given 60 minutes of preparation/planning time and paid an additional 0.1 FTE.

(To be addressed in Appendix H)

~~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. 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.~~

To the extent possible, elementary school administrators shall give primary consideration in the development of the universal schedule to align general education schedules in a way that facilitates push in or pull out of student groups across classrooms and collaboration for Special Education services.

F. Student Support Teams (e.g. Instructional Support Team, Student Study Team, Inclusion Support Team, Intervention Strategy Team, ~~MTSS Multi-Tiered Systems of Support etc.~~)

1. Sites will establish student support teams to implement inclusive best practices to support student success and learning in alignment with the district vision.
2. To support the development of these practices, each elementary/secondary site shall be allocated funds annually to support meetings, attendance at trainings, observing other school models, and the planning, implementation, and evaluation of site-level practices.
 - a. Elementary sites will be allocated \$1,500
 - b. Middle school sites will be allocated \$2,500

c. High school sites will be allocated \$3,500

3. The placement of students needing identified support in classes shall be thoughtful, with due consideration of the instructional/emotional/behavioral needs of the students, and adhere to IEP specifics.

G. Co-Teaching - Secondary

1. Definition: Co-teaching is defined as an instructional delivery approach in which general and special education educators share responsibility for planning, delivery, and evaluation of instructional techniques for a group of students; general and special education educators work in a coactive and coordinated fashion, which involves the joint teaching of academically and behaviorally heterogeneous groups of students in integrated settings.
- ~~2. To best serve students in co-teaching sections/classes, the proportion of students with IEPs in any such section/class shall not exceed 25%.~~
- ~~2. To best serve students in co-teaching sections/classes, the proportion of students with IEPs in any such section/class shall not exceed 30%.~~
- ~~2. To best serve students in co-teaching sections/classes, the proportion of students with IEPs in any such section/class shall not exceed 30%.~~
- ~~3. To best serve students in co-teaching sections/classes, the proportion of students with IEPs in any such section/class shall not exceed 40% during the 2026-27 school year and 30% during subsequent years.~~ To best serve students in co-teaching sections/classes, FTE assigned to secondary sites will be annually reviewed prior to the start of the school year by school site leadership; ~~and~~ Special Education; and two (2) teachers, one (1) general education and one (1) special education, designated by the Association president. Additional FTE may be provided to sites based on prescribed service minutes to students, as needed.
4. Assignment to co-teaching sections/classes will be based on expertise and site/student needs as directed by site administrators and in collaboration with the unit members, if/when possible prior to the end of the school year if both unit members are present, otherwise prior to the first day of professional development the following school year. 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.
5. Secondary Mild/Mod Educational Specialists will be given one (1) caseload management periods, without student supervision, to be used for the case management work, including IEP meetings.
6. For secondary-level co-teaching sections, partners may be assigned up to four (4) co-teaching sections with no more than two (2) co-teaching preps each semester. ~~Secondary-level co-teachers shall not be assigned to more than one section during a single class period.~~
7. The District will provide two (2) days of professional learning each year for co-teaching teams (all levels).
8. To the extent possible, secondary school administrators shall give primary consideration in the development of the master schedule to provide co-teaching partners with a common preparation period.
9. Responsibilities of the co-teaching assignment may be divided and/or allocated according to a plan designed by the co-teaching partners with the approval of the site administrator.

H. Student Medical Procedures

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

I. Status After Change in Assignment

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

J. Safety Conditions

1. The following procedure will be utilized to provide a written response to matters, which negatively impact the safe and orderly learning environment. This procedure will require the site principal to provide a written response within five (5) workdays of the date the unit member’s written concern was first received. In addition, if the unit member believes that the written response was inadequate or that the action taken was insufficient to remedy the unsafe condition, then the unit member may receive a written response from the Superintendent or designee within ten (10) workdays of the receipt of such a request from the unit member. Forms for such submissions will be made available at each school site.
2. Within 24 hours of verifying the information, the Superintendent or designee shall inform the teachers and administrators at a site that a potentially violent student is assigned to their site. Within three days of this notification, a site administrator will schedule a meeting involving all personnel who have regular contact with the student to develop an appropriate support plan or to modify an existing plan. If the student changes teachers or grade levels at a site, all personnel who have regular contact with the student will have the opportunity to review and modify the plan.
3. ~~Beginning with the 1998-99 school year, the District will develop procedures for implementing this provision and will offer training to unit members at the beginning of each school year at the beginning of throughout at the beginning within the first quarter of each school year about teacher rights and responsibilities in dealing with students identified under this section.~~
4. ~~In accordance with Ed. Code section 49079, within 48 hours, written notification will be provided to all unit members likely to come into contact with the identified student. Unit members will be provided written notification on an ongoing basis when the student progresses to higher grade levels.~~
5. ~~District or site administration shall ensure that all unit members who interact or are likely to interact with a student identified under section J.4. above, receive the appropriate documents that support a safe and effective response to student behavior prior to working with the student, or within 48 hours. District or site administration shall share the student’s safety plan, crisis protocols, key elements of the Behavior Intervention Plan, or other behavior supports. Substitute teachers and itinerant staff will receive the safety plan prior to working with the student.~~

K. Full Day Kindergarten

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26
1f: PAEA to PAUSD 4/30/26
1g: PAUSD to PAEA 4/30/26 Updated 5/18/26
1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

~~1. The Kindergarten school year will begin with a shorter instructional day—ending at the start of the primary lunch period. 1. The Kindergarten school year will begin with a shorter instructional day—ending at the start of the primary lunch period.~~

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 full day~~ shall begin ~~the day after Labor Day holiday. the day after the Labor Day holiday.~~ in mid-October and be the full primary day, with a maximum of 1550 instructional minutes per week. Prior to ~~full day Kindergarten, Kindergarten teachers may be assigned to a student intervention program determined by the site principal.~~ in mid-October and be the full primary day in mid-October and be the full primary day on the first day of school, with a maximum of 1550 instructional minutes per week ~~on the first day of school, with a maximum of 1550 instructional minutes per week. in mid-October and be the full primary day, with a maximum of 1550 instructional minutes per week. in mid-October and be the full primary day, with a maximum of 1550 instructional minutes per week.~~

2. The site and District shall provide 14 hours per week of instructional aide support for each kindergarten class.

L. Outside of School Meetings ~~(To be memorialized after pending grievance is resolved)~~

~~All General education teachers educators~~ All ~~educators~~ General education teachers General education teachers ~~educators educators~~ who are required to attend IEP, SST, IST, 504, Pre IEP Staffing meetings, MTSS, and/or any other legal meetings outside of school hours (i.e., before school, lunch, or after the latest student dismissal time), shall be compensated at the Appendix H Hourly Teaching rate (prorated) for meeting time that exceeds ~~four (4) two (2) four (4) three (3) four (4) three (3) four (4)~~ four (4) hours per semester. Attendance at such meetings during a teacher's prep period is voluntary; however, if a teacher chooses to attend during their prep period, the time will count toward the ~~four (4) two (2) four (4) three (3) four (4) three (3) four (4)~~ four (4) hours per semester threshold for compensation.

M. Physically Violent Behavior and Violent Outbursts in Class:

1. If a student exhibits physically violent behavior to staff or other students, any staff member can request assistance from the site ~~Safety Care Behavior Emergency Response team (BERT)~~ to attend to the situation. Members of the site ~~Safety Care team BERT~~ or site administration will work with the student until the student deescalates.
2. For student physical violence incidents or outbursts that have a documented incident report, an administrator will ensure communication with the teacher, parents, and safety care team as soon as possible but no later than three (3) school days after the incident unless exceptional circumstances apply.
- ~~3. Students who have more than one occurrence of physical violence in a seven-day period shall be removed from the classroom or shall have a dedicated, safety care-trained adult with them in the~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

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1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

~~classroom until seven (7) consecutive school days have elapsed without another instance of physical violence.~~

- ~~3. In order to support a positive and safe learning environment for students and staff, students who have more than one occurrence of physical violence in a seven-day period shall be removed from the classroom or shall have a dedicated, safety care trained adult with them in the classroom until seven (7) consecutive school days have elapsed without another instance of physical violence.~~
- ~~3. In order to support a positive and safe learning environment for students and staff, students who have more than one occurrence of physical violence in a seven-day period shall have a dedicated, safety care trained adult with them in the classroom until seven (7) consecutive school days have elapsed without another instance of physical violence.~~

N. Special Education

1. Special Education Release Days

- a. All special education unit member case managers who provide direct special education support (~~RSP/mild-mod, mod-severe~~ Extensive Support Needs, therapeutic teacher, and SLP) are entitled to four (4) release days per academic school year (to be scheduled in advance with a school administrator) to perform student related non-instructional duties. All such unit members who do not receive a case-management release period are entitled to ~~six (6) two (2) five (5) two (2) five (5) two (2)~~ three (3) additional release days per academic school year (to be scheduled in advance with a school administrator) to perform 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. ~~Two One out of the four~~ release days may be converted to timecarded case management preparation time, ~~ahead of the school year to be scheduled and approved in advance with a school administrator. at the discretion of the case manager who provides direct special education support.~~

2. Lunch Time

- a. If a special education teacher is directed by ~~school site~~ administration and agrees to provide coverage for students during their lunch time, they will be compensated at the hourly teaching rate in Appendix H.

3. Extensive Support Needs

- ~~a. Each Extensive Support Needs (ESN) classroom shall be assigned 2 programmatic aides in addition to aides assigned based on student's IEP requirements for aide support. These 2 programmatic aides shall not be asked to cover access to instructional aide minutes found in the supplementary services page of an IEP or intensive individualized service minutes found in the related services page on an IEP on a regular-scheduled basis. They may, however, cover these minutes if another aide is out and coverage is needed.~~
- ~~b. Behavior plans, data, IEP information and supports for ESN students will be delivered to the ESN teacher by the behavior team in a timely manner.~~
- ~~e. Behavior plans, data, IEP information and supports for ESN students will be delivered to the ESN teacher by the behavior team in a timely manner.~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
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1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

- ~~d. The ESN teacher will be compensated the hourly teacher rate for additional duties outside of their regular instructional duties, which include but are not limited to the events listed below. Prior approval shall not be required in these circumstances.~~
- ~~i. In the event that an instructional aide supporting a student designated as ESN is out and no coverage is provided for their assigned aide access minutes or intensive individualized instruction minutes.~~
 - ~~ii. ESN teachers providing aide support while an aide takes a break or is otherwise unavailable.~~
 - ~~iii. ESN teachers providing behavior or medical support to a student experiencing an acute need for support in these areas (behavior incident, seizure, etc.) during the teacher's non-instructional time.~~
 - ~~iv. ESN teachers supervising students before school hours or waiting for bus or parent/guardian pickup for a student after school.~~
- ~~e. In the event that an instructional aide supporting a student designated as ESN is out and no coverage is provided for their assigned aide access minutes or intensive individualized instruction minutes, the ESN teacher will be compensated the hourly teacher rate. Prior approval shall not be required in these circumstances.~~
- ~~e. In the event that an instructional aide supporting a student designated as ESN is out and no coverage is provided for their assigned intensive individualized instruction minutes, the ESN teacher will be compensated the hourly teacher rate. Prior approval shall not be required in these circumstances. (Addressing in Appendix H)~~
- ~~f. In the event that an instructional aide supporting a student designated as ESN is out and no coverage is provided for their assigned intensive individualized instruction minutes, the ESN teacher will be compensated the hourly teacher rate. Prior approval shall not be required in these circumstances.~~
- ~~g. Decisions regarding aide support for ESN students (defined as a student whose degree of support is designated "Extensive Support Needs" in SIRAS or the district's IEP management system) shall be made as an IEP team based on available data, the information in the IEP and related reports. Separate "SCIA (Special Circumstances Instructional Aide) referrals" or reports or similar additional documentation and approval processes shall not be required in order to make an IEP team decision to recommend aide support for a student designated as Extensive Support Needs.~~
- ~~h. Decisions regarding aide support for ESN students (defined as a student whose degree of support is designated "Extensive Support Needs" in SIRAS or the district's IEP management system) shall be made as an IEP team based on available data, the information in the IEP and related reports. Separate "SCIA (Special Circumstances Instructional Aide) referrals" or reports or similar additional documentation and approval processes shall not be required in order to make an IEP team decision to recommend aide support for a student designated as Extensive Support Needs.~~
- ~~g. Decisions regarding aide support for ESN students (defined as a student whose degree of support is designated "Extensive Support Needs" in SIRAS or the district's IEP management system) shall be made as an IEP team based on available data, the~~

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1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

- ~~information in the IEP and related reports. Separate “SCIA (Special Circumstances Instructional Aide) referrals” or reports or similar additional documentation and approval processes shall not be required in order to make an IEP team decision to recommend aide support for a student designated as Extensive Support Needs.~~
- ~~h. Decisions regarding aide support for ESN students (defined as a student whose degree of support is designated “Extensive Support Needs” in SIRAS or the district’s IEP management system) shall be made as an IEP team based on available data, the information in the IEP and related reports. Separate “SCIA (Special Circumstances Instructional Aide) referrals” or reports or similar additional documentation and approval processes shall not be required in order to make an IEP team decision to recommend aide support for a student designated as Extensive Support Needs.~~
- i. A joint labor-management committee will be formed no later than December 1, 2026 to review and streamline the SCIA process as it relates to students in the ESN program. The committee shall consist of at least three PAEA members selected by the Association and no more than three administrators selected by the District.
- ~~j. ESN Teachers and ESN aides will be given 40 minutes of designated time per week to meet and collaborate. The meeting content will be determined by the ESN teacher, at their sole discretion. The time for the meeting shall be included in the aide’s work schedule as part of the already designated weekly after-school meeting time.~~
- ~~k. ESN teachers shall have the same amount of prep time as General Education teachers in addition to one (1) case management period (secondary) or 190 additional minutes (elementary) without student supervision per week. The total time will be allocated flexibly for instructional preparation and case management needs at the professional discretion of each Special Education Teacher.~~
- ~~l. ESN teachers at the elementary level shall be duty free during their prep and case management times. Times for ESN students to attend electives shall be built into each site’s universal schedule ahead of the next school year. Administrators will communicate this element of the universal schedule to ESN teachers and program specialists prior to the end of the school year. ESN students will attend electives in the designated electives classroom in order for the ESN teacher to adequately prepare their classroom.~~
- m. Elementary ESN teachers shall have the professional discretion to use their prep for the purposes of instructional preparation, individual and joint planning, parent and staff conferencing, and student support.
- ~~n. A district fund of \$500 per classroom will be available to ESN classrooms for purchase of Personal Protective Equipment and sanitary items. A district fund of \$2,000 per classroom will be available to ESN classrooms for purchases and trips related to community based instruction and life skills instruction.~~
- ~~o. Personal protective equipment and sanitary items shall be provided by the district as needed.~~
- m. (For TA only, no contract language: The District shall establish a process to ensure pPersonal protective equipment and sanitary items shall be provided by the district as

~~needed.)~~ Personal protective equipment and sanitary items shall be provided by the district as needed.

~~n. The support schedule (including breaks) for instructional aides, the coverage/break schedule when instructional aides are out, and the coverage/break schedule for special events such as field trips or special schedules shall be overseen an administrator at each site who has the final responsibility for ensuring appropriate breaks and lunch within the schedule for each staff member.~~

4. Therapeutic Support (TS)

~~a. Each TS classroom shall be assigned two (2) programmatic aides, a behavior intervention coordinator (BIC), and an ERMHS therapist.~~

~~b. Special education teachers for the TS program shall have the same amount of prep time as general education teachers in addition to one (1) case management period (secondary) or additional 190 minutes (elementary) without student supervision per week. The total time will be allocated flexibly for instructional preparation and case management needs at the professional discretion of each special education teacher.~~

~~c. TS teachers providing additional behavior support to a student experiencing an acute need for support during their non-instructional time (e.g., prep, brunch, lunch, before and after school) shall be compensated the hourly teaching rate. Prior approval shall not be required in these circumstances.~~

d. TS teachers providing BERT services during their non-instructional time (e.g., prep, brunch, lunch, before and after school) shall be compensated the hourly teaching rate. Prior approval shall not be required.

~~e. TS teachers shall not be asked to supervise students during their prep or case management times. In the event that a student in the TS program requires a support schedule for time greater than the special education teacher's contractual instructional time, the school administrator and special education administrator will create an appropriate schedule for that student. The TS teacher will not be required to supervise the student during these additional hours. If they do, they shall be compensated the hourly teaching rate.~~

~~f. TS teachers shall have the professional discretion to use their prep for the purposes of instructional preparation, individual and joint planning, parent and staff conferencing, and student support. The TS teacher will not be required to supervise the student during these additional hours. If they do, they shall be compensated the hourly teaching rate, with prior approval provided by a school site administrator. (We will address this through Appendix H).~~

g. TS teachers shall have the professional discretion to use their prep for the purposes of instructional preparation, individual and joint planning, parent and staff conferencing, and student support. The TS teacher will not be required to supervise the student during these additional hours. If they do, they shall be compensated the hourly teaching rate, with prior approval provided by a school site administrator.

5. ~~Speech and Language Pathologists (SLP)~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26
1f: PAEA to PAUSD 4/30/26
1g. PAUSD to PAEA 4/30/26 Updated 5/18/26
1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

5. Speech and Language Pathologists (SLP)

- ~~a. SLPs shall have the equivalent of two (2) prep periods and one (1) case management period (secondary) or 190 prep minutes and 190 case management minutes (elementary) without student supervision per week. The total time will be allocated flexibly for instructional preparation and case management needs at the professional discretion of each SLP.~~
- ~~b. Before the end of each school year, a projected schedule of services for the next school year including required prep time will be created by the SLP at each site. If all services at a site are not able to be delivered within the SLPs instructional time, the district will work to resolve the staffing issue.~~
- ~~e. By September 1 of a given school year, a projected schedule of services for the school year including prep time will be created by the SLP at each site. If all services at a site are not able to be delivered within the SLPs instructional time, the district will work to resolve the staffing issue.~~
- c. By September 1 of a given school year, a projected schedule of services for the school year including prep time will be created by the SLP(s)'s, in collaboration with a site administrator at each site. If all SLP related services at a site are not able to be delivered within the SLP(s)'s instructional time, the district will work meet with the SLP(s)'s and site administrator to resolve address the staffing issue.
- ~~d. An SLP who volunteers to provide services to students who are not on their caseload shall be paid at the hourly teaching rate for their time.~~

6. Program Specialists

- ~~a. Program specialists shall be granted 210 minutes per week of protected contractual time for IEP auditing and immediate, documented constructive feedback.~~
- ~~b. The District shall provide specialists with mandatory, ongoing legal training and a documented protocol for conflict resolution and parental concerns, allowing deferral of high-stakes matters to District-level counsel or administration.~~
- ~~c. Program specialists will oversee 12 or fewer SAI Case Managers and 140 or fewer total IEPs.~~

7. Program Specialists

- ~~a. Program specialists shall be granted 190 minutes per week of protected contractual time for IEP auditing and immediate, documented constructive feedback.~~
- ~~b. Program specialists shall not be responsible for managing matters involving litigation.~~

7. Program Specialists

- ~~a. Program specialists shall be granted 190 minutes per week of protected contractual time for IEP auditing and immediate, documented constructive feedback.~~
- ~~b. Program specialists shall be granted 150 minutes per week of protected contractual time for IEP auditing and immediate, documented constructive feedback.~~
- c. Program specialists shall not have primary responsibility for managing matters involving litigation and will defer to the Local Education Agency representative for such matters.

1a: PAUSD to PAEA 12/9/26

1e: PAUSD to PAEA 3/23/26

1i: PAUSD to PAEA 5/18/26

1b: PAEA to PAUSD 2/2/26

1f: PAEA to PAUSD 4/30/26

1j: PAEA to PAUSD 5/26/26

1c: PAUSD to PAEA 2/19/26

1g: PAUSD to PAEA 4/30/26 Updated 5/18/26

1d: PAEA to PAUSD 3/16/26

1h: PAEA to PAUSD 5/18/26

- ~~8. A special education secretary will be available to each site to assist in secretarial duties related to case management including scheduling IEP meetings, uploading IEP documents to the student information system (e.g., Infinite Campus), scanning signature pages, scheduling interpreters, etc.~~
- ~~9. The District shall provide clerical assistance to support case management including scheduling IEP meetings, uploading IEP documents to the student information system (e.g., Infinite Campus), scanning signature pages, and scheduling interpreters.~~

~~The District shall provide clerical assistance to support scheduling of IEP meetings. The District shall provide clerical assistance to support scheduling of IEP meetings.~~

O. Just Cause/Due Process

- ~~1. The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.~~

P. Progressive Discipline

- ~~1. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required by passing progressive discipline steps may be submitted to arbitration under Article V of the Agreement.~~
- ~~a. Notification and Investigation: Prior to issuing any of the progressive discipline measures, the unit member accused of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. This meeting shall be held no later than two (2) days after the alleged misconduct, incident or complaint against the unit member is reported to the District.~~
- ~~b. Verbal Counseling/Warning: The district shall first issue a verbal counseling/warning before imposing further discipline. This warning shall be given in private with the right to PAEA representation unless circumstances warrant immediate action. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memoranda will not be placed in the unit member's personnel file.~~
- ~~c. Written Warning: Subject to above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.~~
- ~~d. Written Reprimand: Subject to above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member will have the opportunity to provide a written response that will be included in their personnel file.~~

- ~~e. Suspension Without Pay: Subject to above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.~~
- ~~2. The progressive discipline steps above shall be administered in a timely manner. All meetings in which verbal warnings or written reprimands are to be considered shall be scheduled within ten (10) working days of the District's knowledge of any occurrence giving rise to warning or reprimand. Failure of the District to issue such reprimand within five (5) working days after the meeting shall prohibit issuing of the reprimand.~~
- ~~3. Any unit member who is required to attend any meeting dealing with verbal warnings, written warnings, written reprimands, or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal shall be afforded the opportunity to select a representative and shall be notified of the topics and subject matter of such meeting with sufficient time so that the unit member may adequately prepare a position on such topics and/or subject matter.~~
- ~~4. Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

 - ~~a. A statement of the specific acts or omissions upon which the action is based;~~
 - ~~b. A statement of the cause(s) for which action is recommended;~~
 - ~~c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;~~
 - ~~d. Penalty proposed and effective date;~~
 - ~~e. Copies of the documentary evidence upon which the recommendation is based; and~~
 - ~~f. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article V subject to Section P.6. below.~~~~
- ~~5. Administrative Leave

 - ~~a. In the event a unit member is placed on administrative leave, a notice conforming to the specifications set forth above will be served in person and a copy will be concurrently provided to the Association president.~~
 - ~~b. While on paid administrative leave, employees will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on District property unless directed to attend a meeting by the Human Resources administrator. While on paid administrative leave, employees will continue to receive their regular full pay and benefits.~~~~
- ~~6. Arbitration

 - ~~a. Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article V. If timely appealed, the penalty will not be applied until the~~~~

~~arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.~~

~~b. The Association must request arbitration by delivering written notice of appeal to the superintendent within twenty (20) working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.~~

~~7. Confidentiality: All information or proceedings regarding any actions or proposed actions pursuant to this article will be kept confidential by the parties to the extent permitted by law.~~

~~O. Just Cause/Due Process~~

~~2. The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) working days. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.~~

~~P. Progressive Discipline~~

~~1. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article V of the Agreement.~~

~~a. Notification and Investigation: Prior to issuing any of the progressive discipline measures, the unit member accused of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. This meeting shall be held no later than two (2) days after the alleged misconduct, incident or complaint against the unit member is reported to the District.~~

~~b. Verbal Counseling/Warning: The district shall first issue a verbal counseling/warning before imposing further discipline. This warning shall be given in private with the right to PAEA representation unless circumstances warrant immediate action. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memoranda will not be placed in the unit member's personnel file. This step of the progressive discipline process is not grievable.~~

~~e. Written Warning: Subject to above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.~~

~~d. Written Reprimand: Subject to above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member will have the opportunity to provide a written response that will be included in their personnel file.~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26
1f: PAEA to PAUSD 4/30/26
1g: PAUSD to PAEA 4/30/26 Updated 5/18/26
1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

- ~~— e. Suspension Without Pay: Subject to above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.~~
- ~~2. The progressive discipline steps above shall be administered in a timely manner. All meetings in which verbal warnings or written reprimands are to be considered shall be scheduled within ten (10) working days of the District's knowledge of any occurrence giving rise to warning or reprimand. Failure of the District to issue such reprimand within five (5) working days after the meeting shall prohibit issuing of the reprimand.~~
- ~~3. Any unit member who is required to attend any meeting dealing with verbal warnings, written warnings, written reprimands, or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal shall be afforded the opportunity to select a representative and shall be notified of the topics and subject matter of such meeting with sufficient time so that the unit member may adequately prepare a position on such topics and/or subject matter.~~
- ~~4. Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:
 - ~~— a. A statement of the specific acts or omissions upon which the action is based;~~
 - ~~— b. A statement of the cause(s) for which action is recommended;~~
 - ~~— c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;~~
 - ~~— d. Penalty proposed and effective date;~~
 - ~~— e. Copies of the documentary evidence upon which the recommendation is based; and~~
 - ~~— f. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article V subject to Section P.6. below.~~~~
- ~~5. Administrative Leave
 - ~~— a. In the event a unit member is placed on administrative leave, a notice conforming to the specifications set forth above will be served in person and a copy will be concurrently provided to the Association president.~~
 - ~~— b. While on paid administrative leave, employees will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on District property unless directed to attend a meeting by the Human Resources administrator. While on paid administrative leave, employees will continue to receive their regular full pay and benefits.~~~~
- ~~6. Arbitration
 - ~~— a. Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article V. If timely appealed, the penalty will not be applied until the~~~~

1a: PAUSD to PAEA 12/9/26

1b: PAEA to PAUSD 2/2/26

1c: PAUSD to PAEA 2/19/26

1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26

1f: PAEA to PAUSD 4/30/26

1g: PAUSD to PAEA 4/30/26 Updated 5/18/26

1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26

1j: PAEA to PAUSD 5/26/26

~~arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.~~

~~—b. The Association must request arbitration by delivering written notice of appeal to the superintendent within twenty (20) working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.~~

~~7. Confidentiality: All information or proceedings regarding any actions or proposed actions pursuant to this article will be kept confidential by the parties to the extent permitted by law.~~

~~(District to respond later today or in future sessions)~~

O. Just Cause/Due Process

~~1. The District may formally discipline a unit member only for just cause. Sections O and P apply to formal discipline, specifically Discipline shall include warnings. Discipline as used in Sections O and P shall include warnings, reprimands, or and suspensions without pay for fifteen (15) working days or less than fifteen (15) working days.; it shall not include Discipline shall not include verbal counseling, conference memos, verbal or written warnings, dismissal or suspensions for more than fifteen (15) working days, or dismissal.~~

P. Progressive Discipline

~~1. The following progressive discipline procedures steps will be applied except where the serious nature of the offense may require the District to skip steps. This decision shall not be grievable, directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article V of the Agreement. Of these steps, only written reprimand and suspension without pay are grievable.~~

~~a. Notification and Investigation: Prior to issuing any of the progressive discipline measures, the unit member accused of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. This meeting shall be held no later than two (2) days after the alleged misconduct, incident or complaint against the unit member is reported to the District.~~

~~ab. Verbal Counseling/Warning: The district shall first issue a verbal counseling/warning before imposing further discipline. This warning shall be given in private with the right to PAEA representation unless circumstances warrant immediate action. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memoranda will not be placed in the unit member's personnel file. This step of the progressive discipline process is not grievable.~~

~~be. Written Warning: Subject to above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26
1f: PAEA to PAUSD 4/30/26
1g. PAUSD to PAEA 4/30/26 Updated 5/18/26
1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

~~cd. Written Reprimand: Subject to above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member will have the opportunity to provide a written response that will be included in their personnel file.~~

~~de. Suspension Without Pay (15 working days or less): Subject to above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.~~

~~2. The progressive discipline steps above shall be administered in a timely manner. All meetings in which verbal warnings or written reprimands are to be considered shall be scheduled within ten (10) working days of the District's knowledge of any occurrence giving rise to warning or reprimand. Failure of the District to issue such reprimand within five (5) working days after the meeting shall prohibit issuing of the reprimand.~~

~~3. Any unit member who is required to attend any meeting dealing with verbal warnings, written warnings, written reprimands, or possible disciplinary action such as suspension, demotion, dismissal, or non-renewal shall be afforded the opportunity to select a representative and shall be notified of the topics and subject matter of such meeting with sufficient time so that the unit member may adequately prepare a position on such topics and/or subject matter.~~

24. Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- a. A statement of the specific acts or omissions upon which the action is based;
- b. A statement of the cause(s) for which action is recommended;
- c. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- d. Penalty proposed and effective date;
- e. Copies of the documentary evidence upon which the recommendation is based; and
- f. A statement of the unit member's appeal rights to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article V subject to Section P.6. below.

~~5. Administrative Leave~~

~~a. In the event a unit member is placed on administrative leave, a notice conforming to the specifications set forth above will be served in person and a copy will be concurrently provided to the Association president.~~

~~b. While on paid administrative leave, employees will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on District property~~

1a: PAUSD to PAEA 12/9/26
1b: PAEA to PAUSD 2/2/26
1c: PAUSD to PAEA 2/19/26
1d: PAEA to PAUSD 3/16/26

1e: PAUSD to PAEA 3/23/26
1f: PAEA to PAUSD 4/30/26
1g: PAUSD to PAEA 4/30/26 Updated 5/18/26
1h: PAEA to PAUSD 5/18/26

1i: PAUSD to PAEA 5/18/26
1j: PAEA to PAUSD 5/26/26

~~unless directed to attend a meeting by the Human Resources administrator. While on paid administrative leave, employees will continue to receive their regular full pay and benefits.~~

36. Arbitration

a. Only ~~written reprimands and written reprimands and~~ suspension without pay may be appealed to arbitration under the grievance procedure in Article V. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

b. The Association must request arbitration by delivering written notice of appeal to the superintendent within ~~ten (10) twenty (20)~~ working days after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

~~7. Confidentiality: All information or proceedings regarding any actions or proposed actions pursuant to this article will be kept confidential by the parties to the extent permitted by law.~~


6/4/26

 6/4/26

1a: PAEA to PAUSD 2/2/26 (effective before Article VI increases for 2025-26 and later)
 1c: PAEA to PAUSD 3/16/26 (effective before Article VI increases for 2025-26 and later)
 1e: PAEA to PAUSD 4/30/26 (effective before Article VI increases for 2025-26 and later)
 1g: PAEA to PAUSD 5/18/26 (effective before Article VI increases for 2025-26 and later)
 1i: PAEA to PAUSD 5/22/26 (effective before Article VI increases for 2025-26 and later)

1b: PAUSD to PAEA 2/19/26
 1d: PAUSD to PAEA 3/23/26
 1f: PAUSD to PAEA 4/30/26
 1h: PAUSD to PAEA 5/20/26

APPENDIX H

EFFECTIVE JULY 1, 2025~~6~~

Certificated Special Salaries & Stipends

Hourly:

Home Teaching — No transportation allowance — No transportation allowance	\$71
Hourly Teaching	
\$71	
Professional Development Hourly Rate	
\$71	
Academy Hourly Teaching	
\$71	
VAPA Performance/Production Duties (excluding those with performance/production release period)	\$71
VAPA Performance/Production Duties (excluding those with performance/production release period)	\$64
VAPA Performance/Production Duties (excluding those with performance/production release period)	\$64
VAPA Performance/Production Duties (excluding those with performance/production release period)	\$64
Proctoring	
\$37	
Curriculum Writing	\$54
Parking Supervision	\$42
Club Supervision	\$2329
Summer School Hourly Teaching Rate	\$83


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	\$47.95
Step II	\$50.54
Step III	\$53.63
Step IV	\$56.89

Stipends:

Extensive Needs Elementary	\$3,000
Extensive Needs Secondary	\$2,000
Therapeutic Needs Elementary	\$3,000
Therapeutic Needs Secondary	\$2,000
*(To be addressed as part of the grievance resolution process in Working Conditions article)	
Lead Teachers (Literacy, Math, Science and Technology)	\$2,266/year
Professional Learning Stipend (18 hours of PL every two years, may be earned annually)	\$1,524/year
Site Council Committee Stipend (only when at Range 90)	\$908/year
Primary Medical Stipend	\$2,239/year
Same-Day Multiple-Site Secondary Classroom Secondary Classroom Teacher Unit Member Stipend	\$2,377/year
Parent Conference Stipend (TK-6) (paid hourly ; 6 conference hours equals one full day) time worked under 6 hours will be paid on a pro-rated prorated basis (maximum 24 hours) (maximum 24 hours) [how is this calculated?]	
\$418/day	
New Teacher Orientation (6 hours equals one day)	\$418/day
High School Middle School Secondary Secondary Middle School Secondary Middle School Secondary Yearbook	
Teacher Stipend	\$5,434/year
Teacher College College College Recommendation Writing (after 10 th Student Recommendation)	\$59/each after 10
Athletic Director (High School) [See salary schedule]	\$10,443/year
Overnight Stipend	\$373/day (required duty overnight supervising students on a District-sponsored school activity.)
BCLAD Stipend if Required for Assignment	\$3,171/year
Instructional Lead Compensation	


6/4/26


6/4/26

1a: PAEA to PAUSD 2/2/26 (effective before Article VI increases for 2025-26 and later)
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1b: PAUSD to PAEA 2/19/26
 1d: PAUSD to PAEA 3/23/26
 1f: PAUSD to PAEA 4/30/26
 1h: PAUSD to PAEA 5/20/26

Department and Level	Compensation
High school: English, Social Studies, Math, Science, VAPA, World Language, PE, CTE, SPED Middle school: English, Social Studies, Math, Science, PE, SPED	† release period and \$141.15 per section (2024-25 rate)
Middle school: VAPA, World Language, CTE	\$282.30 per section (2024-25 rate)

Instructional Lead Compensation

Department and Level	Compensation
High school: English, Social Studies, Math, Science, VAPA, World Language, PE, CTE Middle school: English, Social Studies, Math, Science	† release period and \$141.15 per section (2024-25 rate)
High school: SPED Middle school: PE, CTE, VAPA, World Language, SPED	Stipend (\$141.15 per section supervised, 2024-25 rate)

Instructional Lead Compensation

Department and Level	Compensation
High school: English, Social Studies, Math, Science, VAPA, World Language, PE, CTE Middle school: English, Social Studies, Math, Science	† release period
High school: SPED Middle School: PE, CTE, VAPA, World Language, and SPED	Stipend (\$141.15 per section supervised, 2024-25 rate) Lead Teacher Stipend

Marching Band Camp Director:

5 Days at Summer School Rate

\$331/day

High School Credentialed Coaching Salary Schedule

Category Initial 3rd Year *(10%) 6th Year *(15%) 11th Year *(20%)

A	\$5,826	\$6,407	\$6,702	\$6,992
B	\$4,954	\$5,450	\$5,696	\$5,945
C	\$4,084	\$4,492	\$4,697	\$4,900
D	\$3,205	\$3,525	\$3,686	\$3,846

* 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 \$302 per week for ten (10) or more participants on a team and \$152 per week for fewer than ten (10) participants. Designation of extended season coach(es) is subject to prior approval of the district.

**PALO ALTO UNIFIED SCHOOL DISTRICT
Memorandum of Understanding**

June 4, 2026

The Palo Alto Unified School District (District) and the Palo Alto Educators Association CTA (PAEA), "the parties" herein, have reached the following understandings related to Extensive Support Needs (ESN) teachers providing aide coverage.

In the event that an instructional aide supporting a student designated as ESN is out and no coverage is provided for their assigned intensive individualized instruction minutes, an ESN teacher who provides such coverage will be compensated the hourly teacher rate. Prior approval shall not be required in these circumstances.

The parties agree to form an ad hoc committee to study the fiscal and other impacts of this MOU during the 2026-2027 school year.

This MOU will take effect July 1, 2026 and expire on June 30, 2027.

Herb Espiritu
PAUSD
Acting Superintendent

Tom Culbertson
PAEA
President