

## 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, ~~2016~~2018, ~~unless mutually extended in writing by the parties.~~

1. The Association shall submit its proposals to modify, amend or terminate specific sections of this Agreement for the ~~following school year~~ successor Agreement no later than April 15<sup>th</sup> 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 June 15<sup>th</sup> of the last year of the agreement.
3. The parties agree to reopen negotiations on Article VI Section B (Benefits) ~~and two other Articles of each party's choice~~ for each year of the agreement. Article VI Section A.1 (Compensation) may be reopened when the conditions specified in Article VI Section A.4.e are met.
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.

## Draft

### No annual reopeners outside of MOU except for Benefit costs

## ARTICLE VI Compensation & Benefits

### A. 2015-16 Through 2017-18 Teachers' Salary Schedules

1. Effective July 1, 2015, unit members will be paid on the basis of the Teachers' Salary Schedule 2015-16, Appendix A, which is incorporated into this agreement by reference. The 2015-16 Teachers' Salary Schedule shall reflect a five percent (5%) increase over the 2014-15 Teachers' Salary Schedule, effective July 1, 2015.
2. Effective July 1, 2016, unit members will be paid on the basis of the Teachers' Salary Schedule 2016-17, Appendix A, which is incorporated into this agreement by reference. The Teachers' Salary Schedule 2016-17 shall reflect a four percent (4%) increase over the 2015-16 Teachers' Salary Schedule. Each unit member who is under contract with the District in the 2016-17 school year shall receive a one-time, off-the-salary-schedule payment equal to one percent (1%) of the unit member's 2016-17 school year base salary and earned Appendix A stipends, prorated for less than full-time service. The one-time, off-the-salary-schedule payment shall be made at the end of the school year, as determined by the language in Section 4 of this Article.
3. Effective July 1, 2017, unit members will be paid on the basis of the Teachers' Salary Schedule 2017-18, Appendix A, which is incorporated into this agreement by reference. The Teachers' Salary Schedule 2017-18 shall reflect a three percent (3%) increase over the 2016-17 Teachers' Salary Schedule. Each unit member who is under contract with the District in the 2017-18 school year shall receive a one-time, off-the-salary-schedule payment equal to one percent (1%) of the unit member's 2017-18 school year base salary and earned Appendix A stipends, prorated for less than full-time service. The one-time, off-the-salary-schedule payment shall be made at the end of the school year, as determined by the language in Section A.4 of this Article.
4. Adjustments to the Teachers' Salary Schedule increases and/or one-time off-the-schedule salary payments defined in Sections A.2 and A.3 of this article shall be implemented in the following manner.
  - a. If the actual property tax ~~growth~~-received for school year 2016-17 (as determined by the County Assessor report of May 2017) is greater than the amount of the property tax ~~growth~~-used in Board Adopted Budget for 2016-17 by ~~two one and one half~~ percent (~~21.5~~%) or more, then the one-time, off-the-salary-schedule payment scheduled for the end of the school year shall become ~~an additional one percent on schedule increase to the Teachers' Salary Schedule 2016-17. Additionally, unit members will receive a one-time off-the-schedule salary payment of one two percent (21%) payable at the end of the 2016-17 school year.~~
  - b. If the actual property tax ~~growth~~-received for school year 2016-17 (as determined by the County Assessor report of ~~April~~ May 2017) is less than the amount of the property tax ~~growth~~-used in Board Adopted Budget for 2016-17 by ~~two one and one half~~ percent (~~21.5~~%) or more, then the one-time, off-the-salary-schedule payment scheduled for the end of the school year shall be eliminated.

- c. If the actual property tax ~~growth~~-received for school year 2017-18 (as determined by the County Assessor report of ~~April~~ May 2018) is greater than the amount of the property tax ~~growth~~-used in Board Adopted Budget for 2017-18 by ~~two one and one half~~ percent (~~21.5%~~) or more-~~or more~~, then the one-time, off-the-salary-schedule payment scheduled for the end of the school year shall become ~~an additional one percent on schedule increase to the Teachers' Salary Schedule 2017-18. Additionally, unit members will receive a one-time off-the-schedule salary payment of one two percent (+2%) payable at the end of the 2017-18 school year.~~
  - d. If the actual property tax ~~growth~~-received for school year 2017-18 (as determined by the County Assessor report of ~~April~~ May 2018) is less than the amount of the property tax ~~reflected~~-used in Board Adopted Budget for 2017-18 by ~~two one and one half~~ percent (~~21.5%~~) or more-~~or more~~, then the one-time, off-the-salary-schedule payment scheduled for the end of the school year shall be eliminated.
  - e. In the event that the actual property tax ~~growth~~-received for ~~2016-17~~ 2017-18 ~~2016-17~~ (as determined by the County Assessor report of ~~February~~ 2017) is more or less than one and one half percent (~~31.5%~~) of the amount of the property tax ~~growth~~-used in the Board Adopted Budget- ~~for 2016-2017~~(~~as determined by the County Assessor report of January~~ February ~~2018~~), ~~the each party has the option to parties agree to~~-reopen negotiations on the three percent (3%) increase to the Teachers' Salary Schedule for 2017-18 by ~~February~~ March 15, ~~2017~~ 2018 ~~2017~~.
  - ~~e. In the event that the property tax growth for 2017-18 is more than 3% of the property tax growth used in the Board Adopted Budget (as determined by the County Assessor report of February 2018), the parties agree to reopen negotiations on three percent (3%) increase to the Teachers' Salary Schedule for 2017-18 by February 15, 2018.~~
5. Upon expiration of the current three-year agreement (2015-2018), negotiations for next successor agreement shall commence by the Fall of the 2017-18 school year.
- ~~5.6.~~ Unit members who have been successful in achieving certification through the National Board for Professional Teaching Standards will receive the stipend specified in Appendix A. The stipend will be granted for the school year in which the teacher receives notification that Board certification has been achieved and will be effective on the date the certification is awarded. The stipend will be granted each year during which the certification is valid. The Board certification stipend will not be granted in any year in which the unit member receives a stipend of equal or greater value from the State.
- ~~6.7.~~ Unit members who have been successful in achieving a Certificate of Clinical Competence (CCC) issued by the American Speech and Language Association will receive the stipend specified in Appendix A. The stipend will be granted for the school year in which the teacher receives notification that Board certification has been achieved and will be effective on the date the CCC is awarded. The stipend will be granted each year during which the certification is valid. The Board certification stipend will not be granted in any year in which the unit member receives a stipend of equal or greater value from the State.
- ~~7.8.~~ Masters, doctoral, NBPTS and CCC certification stipends are part of the full time base salary and will be prorated for unit members who are employed part-time. As part of the base salary, percent increases applied to the salary schedule will also apply to these stipends.

## MEMORANDUM OF UNDERSTANDING

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

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

Palo Alto Educators Association

Palo Alto Unified School District

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PAEA

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PAUSD

# Palo Alto Unified School District

## MEMORANDUM OF UNDERSTANDING

The Palo Alto Unified School District (District) and the Palo Alto Educators Association CTA/NEA (PAEA) “the parties” herein, have reached the following understandings, related to Certificated Professional Observation Release Time (K-5):

### **Certificated Professional Observation Release Time (K-5)**

1. The parties agree that there is a shared interest to provided quality professional growth opportunities for certificated staff to improve their knowledge, instructional practices, skills and effectiveness in working with students.
2. The parties agree that the funding to provide for certificated professional growth activities is provided within the sole discretion of the District.
3. The parties agree that there are limited opportunities for elementary classroom teachers to observe their peers for the purpose of improving their knowledge and skills.
4. The parties agree that the District shall provide release time full-time tenured elementary teacher for the purpose of observing the instructional practices of other teachers that:
  - a. Allows for professional observation release time during a full-time tenured elementary teacher’s formal evaluation year;
  - b. Allows for optional professional observation release time during a full-time tenured elementary teacher’s informal evaluation year;
  - c. Allows full-time tenured elementary classroom teachers two (2) half-days of professional observation release time; Elementary teachers job-sharing a classroom assignment shall share the two half-days of release time;
  - d. Allows for professional observations of teachers working within the same school, other PAUSD elementary schools, or schools outside the District;
  - e. Is a part of the professional development plan discussion each year between the teacher and supervisor;
  - f. Includes a completed Professional Observation Feedback Form that;
    - (1) Is completed by the visiting teacher for each professional observation;
    - (2) Is given to the teacher being observed with feedback on the observation;
    - (3) Is given to the visiting teacher’s supervisor with teacher self-reflection and insights from the observation visit;
    - (4) Is included with the teacher’s professional development plan.
5. The parties agree that the use of professional observation release time is subject to prior approval by the site principal.
6. The parties agree that the District shall make every effort to determine the availability of funds for professional observation release time for the following school year by June 1<sup>st</sup>.
7. This Memorandum of Understanding shall expire as of June 30, 2017

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PAEA Bargaining Chair

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Date

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PAUSD Scott Bowers

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Date

# Palo Alto Unified School District

## MEMORANDUM OF UNDERSTANDING

The Palo Alto Unified School District (District) and the Palo Alto Educators Association CTA/NEA (Association) “the parties” herein, have reached the following understandings related to Hybrid/Online classes at District high schools:

### Hybrid/Online Classes

1. Definition of Hybrid/Online Class: A Hybrid/Online class is a class that includes a combination of traditional classroom time and online time outside of the classroom.
2. Staff: Teaching a Hybrid/Online class is optional and no unit member shall be required to change his/her current/future classes to Hybrid/Online classes.
3. Class Size: The class size of the Hybrid courses should not exceed the class sizes listed in Article IX Class Size.
4. Class Location: The site for the hybrid course shall be jointly determined by the unit member and the administration. The primary site shall have adequate resources/admin/tech/sec support.
5. Resources: tech support, projectors, internet access, computers/laptops, admin support, copiers, and all other resources given to conventional teachers will be available to hybrids.
6. Planning and Preparation time for the unit member: The unit member will receive the same prep time as the FTE equivalent. For each hybrid course a member is assigned, one (1) instructional period shall be designated as not part of the member’s duty day.
7. This Memorandum of Understanding shall expire as of June 30, 2017.

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PAEA

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Date

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PAUSD

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Date

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the Palo Alto Unified School District (District) and the Palo Alto Educators Association CTA/NEA (PAEA) “the parties” herein:

1. The parties agree to reopen and engage in the collective bargaining process on the following articles/items for the 2016-17 school year.
  - a. Article X: Evaluations
    - i. Evaluation procedures, chronology, responsibilities
    - ii. Student Input
  - b. Article XIII: Working Condition
    - i. Prep time
    - ii. Training
    - iii. Caseloads
    - iv. Other
  - c. Compensation Time
  - d. Professional Learning Stipend Program as specified in Article VI: Compensation, Appendix C, Appendix H, and Side Letter of Understanding (p. 76) and any other applicable section of the collective bargaining agreement.
  - e. Disciplinary Due Process
  
2. The parties agree to form committees, where appropriate, to discuss common interests pertaining to these areas. The committee(s) shall provide the Association and the District with the results of their work to inform the 2016-17 collective bargaining process.

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**Palo Alto Educators Association**

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**Date**

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**PAUSD**

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**Date**