

**Memorandum of Understanding (MOU) Between
Palo Alto Unified School District and
Palo Alto Education Association
~~April 15, 2022~~ ~~November 9, 2022~~ **November 14, 2022****

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

1. SAI Teachers are entitled to ~~2~~ **4-two (2)** release days per year to perform student related non-instructional duties. ~~and other student related non-instructional duties.~~ These release days will follow the same guidelines as Personal Necessity Leave listed in Article XI, Section C and the unit member shall be on site. An SAI teacher may be permitted to use ~~these~~ **the two (2)** days (6 hours each), **plus an additional day (6 hours) on non-work days outside of work hours** to perform such duties and shall receive the teacher hourly rate in Appendix H for the extra day(s). **SAI teachers may use a combination of release days and extra compensation during the school year as long as they do not exceed two (2) release days and/or a total of eighteen (18) hours of compensation on a timecard, for a maximum of three (3) total days.**

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

2. All educators who are required to attend IEP, SST, IST, 504, or Pre IEP Staffing meetings outside of school hours (i.e., before school, lunch, or after the latest student dismissal time excluding early dismissal days), shall be compensated at the Appendix H Hourly Teaching rate (prorated) for meeting time that exceeds five (5) hours per semester.

3. Assignment to co-teaching sections/classes will be based on expertise and site/student needs in collaboration with the unit members and site administrator. This collaboration will occur at least 14 days before the unit members’ first work day in August. Responsibilities of the co-teaching assignment will be divided and/or allocated according to a plan designed by the co-teaching partners with the approval of the site administrator. A site administrator will make the final decision in the event co-teaching partners are

unable to agree to a plan that is divided and/or allocated with the approval of the site administrator.

4. Aggressive Behavior and Violent Outbursts in Class:

- a. If a student exhibits behavior that is unsafe to staff or other students or is escalating towards the potential of violent behavior, any staff member can request assistance from the site Safety Care team to attend to the situation. Members of the site Safety Care team or site administrator will work with the student until the student de-escalates.
- b. For any aggressive behavior or violent outbursts by a student toward staff, the administrator will convene an IEP meeting within 48 business hours. If the student does not have an IEP, a meeting will be set up with the administrator, teacher and parents as soon as possible, but no later than 3 school days after the incident unless an exceptional circumstance applies.

5. This MOU shall be effective for the 2022-~~2023~~ 2024 school year only and shall expire automatically on June 30, ~~2023~~.2024 Both parties will study fiscal and other impacts of this MOU during the 2022-2023 school year.

6. The automatic expiration of this MOU on June 30, ~~2023~~ 2024 does not preclude either party from making proposals on the subject matter of this MOU as part of prescribed reopener negotiations for the ~~2023-2024~~ 2024-2025 school year. In the absence of any subsequent agreement over this subject matter, the provisions of Article XIII (Working Conditions) as stated in the 2021-2024 negotiated agreement, shall automatically apply.