

COLLECTIVE BARGAINING AGREEMENT

REACHED BETWEEN  
PETALUMA CITY (ELEMENTARY) SCHOOL DISTRICT  
PETALUMA HIGH SCHOOL DISTRICT

AND

THE PETALUMA FEDERATION OF TEACHERS  
LOCAL 1881 CFT/AFT

JULY 1, 2006 – JUNE 30, 2009

---

Jon Harford, Chief Negotiator  
Petaluma Federation of Teachers

---

Steve Bolman, Chief Negotiator  
Petaluma City Elementary and  
High School Districts

---

Gary Ravani, President  
Petaluma Federation of Teachers

---

Mary Schafer, President  
Board of Education  
Petaluma City Elementary and  
High School Districts

Board Approved: June 26, 2007

## TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	AGREEMENT	1
ARTICLE II	RECOGNITION	1
ARTICLE III	DISTRICT RIGHTS	2
ARTICLE IV	EMPLOYEE RIGHTS	2
ARTICLE V	WAGES	2-9
ARTICLE VI	HOURS OF EMPLOYMENT	9-13
ARTICLE VII	HEALTH AND WELFARE	13-15
ARTICLE VIII	LEAVES: Index	16 17-30
ARTICLE IX	TRANSFER	30-34
ARTICLE X	SAFETY CONDITIONS OF EMPLOYMENT	34-35
ARTICLE XI	CLASS SIZE	36-40
ARTICLE XII	PROCEDURES FOR EVALUATION	40-44
ARTICLE XIII	FEDERATION RIGHTS	44-49
ARTICLE XIV	GRIEVANCE PROCEDURE	49-53
ARTICLE XV	CONCERTED ACTIVITIES	53
ARTICLE XVI	SUPPORT OF AGREEMENT	53
ARTICLE XVII	SAVINGS	54
ARTICLE XVIII	COMPLETION OF MEET & NEGOTIATE	54
ARTICLE XIX	PEER ASSISTANCE AND REVIEW	55-61
ARTICLE XX	SHARED DECISION-MAKING	61
ARTICLE XXI	POST RETIREMENT EMPLOYMENT	61-62

EXHIBIT "A"	Certification of Representation by the Educational Employment Relations Board
EXHIBIT "B"	Certificated Bargaining Unit Salary Schedule
EXHIBIT "C"	Special Assignments - Athletic
EXHIBIT "D"	Special Assignments - Non-Athletic



## **ARTICLE I**

## **AGREEMENT**

- A. THIS AGREEMENT, hereinafter referred to as the "Agreement" entered into this 26th day of June 2007, by and between the PETALUMA CITY ELEMENTARY AND HIGH SCHOOL DISTRICT, hereinafter referred to as "District", and the PETALUMA FEDERATION OF TEACHERS, LOCAL 1881 CFT/AFT, hereinafter referred to as "Federation".
- B. The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.
- C. The terms of this Agreement shall be for a period of three (3) calendar years dating from July 1, 2006. There shall be a negotiation reopener period, upon request by either party, no later than September of each contract year.
- D. In 2007/08 negotiation reopeners shall be Article V, excluding A, C, D, and E; Article VII, Health and Welfare; Article XI, Class Size; Article XIX, Peer Assistance and Review; as well as one additional Article which may be chosen by each party. Additional Articles may be reopened upon mutual agreement by both parties.

## **ARTICLE II**

## **RECOGNITION**

- A. The District recognizes the Federation as the exclusive representative for employees in the Certificated Unit.
- B. The Certificated Unit consists of employees as stated in the listing of positions as set forth in EXHIBIT "A" of this Agreement. EXHIBIT "A" is the "Certificate of Representation" issued by the Educational Employment Relations Board on February 25, 1977.
- C. This Agreement applies only to employees in the above described representation unit. The Unit is as follows: All certificated employees of the District excluding Adult Education teachers, home teachers, summer school teachers, day-to-day substitutes, long-term substitutes, Management employees, supervisory employees, confidential employees, consultant employees and emergency employees.
- D. Terms
  - 1. The Petaluma Federation of Teachers throughout this Agreement shall be referred to as the "Federation".
  - 2. The Petaluma Elementary and High School Districts throughout this Agreement shall be referred to as the "District".
  - 3. All the certificated employees represented by the Federation shall be referred to as "teachers".

### **ARTICLE III**

### **DISTRICT RIGHTS**

- A. The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- B. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- C. In the event of an emergency situation caused by natural disaster (e.g., flood, fire, earthquake), the District Administration will have the right to immediately re-open and/or suspend, for the duration of the emergency, any portion of the Agreement directly related to the nature of the situation.

### **ARTICLE IV**

### **EMPLOYEE RIGHTS**

- A. Teachers shall have the right to form, join and participate in the activities of employee organizations of their own choosing. Teachers shall also have the right to refuse to join or participate in the activities of employee organizations.
- B. Each teacher may request that his/her address and phone number remain confidential to the District.

### **ARTICLE V**

### **WAGES**

#### A. Salary Schedule

A 3.325% increase from the July 1, 2005 salary schedule, effective July 1, 2006.

A 7% increase from the July 1, 2005 salary schedule, effective July 1, 2007.

Negotiations are closed for 2007/08 for this section.

#### B. 2006/2007 Early Retirement Options

Reduced Workload Program (Willie Brown Act): Must meet eligibility rules of Education Code 44922. Part-time employment with full-time retirement credit; reduced workload to not less than one-half time of regular full-time employment.

Eligible individuals must submit a letter of intent to participate in the Reduced Workload Program to the Human Resources Office by February 16, 2007.

C. Parity Salary Adjustment

A study and calculation of parity will be taken on May 10 of each year, with five surrounding districts (Cotati-Rohnert Park, Novato, Santa Rosa, Sonoma Valley, and Windsor). If the parity study shows that the Petaluma salary is not at or above the 50<sup>th</sup> percentile of the existing comparison group salary schedules at column I step 1, maximum at 10 years and maximum, an adjustment will be made to raise the Petaluma salary to the 50<sup>th</sup> percentile retroactive to July 1<sup>st</sup> of that school year. The parity study will add to the Petaluma salary schedule the agreed amount minus approximately .19% for the "excess cost of a masters adjustment".

Negotiations are closed for 2007/08 for this section.

D. Extra-Curricular Supervision

As part of professional obligations, secondary certificated employees shall attend or sponsor extra-curricular activities. After participating in a site-based shared decision-making process, the employee shall select the activities the employee will take part in for the year, from the following list:

- Sponsorship of an ongoing class; OR
- Attendance at graduation ceremonies, honor award assemblies, plays, concerts, dances, or athletic events, or sponsorship of an ongoing club (the teacher and a site administrator will agree on the number of required activities that the club supervision will represent). No certificated employee shall be expected to attend more than three such activities per year. For the purposes of this section, attendance is not in a supervisory role. As attendees, teachers shall not be required to perform officiating or security tasks, but will in a professional manner respond to emergency situations involving the health and safety of those in attendance. The number of secondary certificated employees needed at any particular event will be determined by the site administration.
- Site administrators will list the various events where teachers' professional attendance is required and the number of teachers required at each. Certificated employees shall participate in a process where they can sign up, in an equitable fashion, for their required number of supervision activities.
- If there are requirements for supervision or attendance at events that exceed the total number of remaining attendance activities, these positions can be offered as paid positions at the negotiated rates.

E. The salary schedule for Athletic Special Assignments shall be as shown on attached EXHIBIT "C".

The salary schedule for Non-Athletic Special Assignments shall be as shown on attached EXHIBIT "D".

A 7% increase to Exhibits C and D, effective July 1, 2007.

The Federation and the District agree that all extra duty jobs performed by a certificated employee fall under collective bargaining. Therefore, regardless of the actual source of monies used to compensate for extra duty assignments, the rate of pay must be negotiated. There exists in the contract two categories of extra duty service, Athletic and Non-Athletic. Any extra duty assignment must come to the bargaining table for negotiations.

F. Schedule of School Psychologist Increments

School Psychologists shall be placed on the salary schedule (EXHIBIT "B") according to their training and experience and shall receive the following increments in addition to their base salary:

Step I	Step II	Step III	Step IV	Step V
1.03	1.04	1.05	1.06	1.07

G. Counselors

All counselors employed by the Petaluma School Districts shall be placed upon the salary schedule (EXHIBIT "B") in accordance with their respective training and experience. Because of their extended work year, consisting of ten (10) additional days, they shall receive additional compensation computed against their basic salary placement (see EXHIBIT "B" for definition of basic salary placement). The annual salary for a counselor with this extended work year shall be computed as follows:

- Basic salary placement x [number of days worked/standard work year]
- Junior High Counselors will receive funding for an extra ten days of counselor time. The extra workdays are flexible and are to be mutually agreed upon by the Counselors and Administration.

H. 12 Month Teachers

When teachers are employed on a twelve-month basis, extra compensation at the rate of 1/5 of the base pay shall be granted for the additional work.

I. Salary Schedule Placement

1. Original placement on the salary schedule (EXHIBIT "B") shall be made by the District on the basis of official transcripts of college or university credits from accredited institutions and certification of experience for purposes of evaluation submitted to the District at the time of employment.
2. Credit on the salary schedule for experience in other districts shall be given on a year-for-year basis up to a maximum of ten (10) years.

3. The Board of Education may amend, suspend, or adjust any individual salary of an employee, or provisions therein if an error has been made.
4. The Board of Education may increase salaries of employees at any time as per Education Code 45032.

J. Change in Classification and Advancement on the Salary Schedule

1. Teachers intending to be advanced to the next higher class (column movement) on the salary schedule, and who intend to meet semester hour requirements prior to September 1 of the ensuing school year shall file written notice of intention on the appropriate form with the Human Resources Division on or before February 1 and complete the required semester or adjusted quarter units on or before September 1. Forms for the written notice of intention may be secured in the Human Resources Division. Official transcripts must be presented on or before October 1. Salary placement will be made on the new classification subject to the receipt of official transcripts.
2. Units earned and applied toward progressing from one class to another must be upper division or graduate units from an accredited institution. In special circumstances, lower division units may count toward progressing from one class to another on the salary schedule; any employee taking a lower division course for this purpose shall have the written approval of the Superintendent or his/her designee prior to enrolling in the course.
3. All academic work to be undertaken by a teacher in order to advance on the salary schedule (EXHIBIT "B") and/or to fulfill District requirements shall be planned and agreed upon by the teacher and his/her immediate supervisor prior to taking the class.
4. The following standards are to be adhered to in fulfilling the above requirements for change in classification (column movement) on the salary schedule:
  - a. Units shall be in upper division or graduate course work and from an accredited university or college except as in (b) below.
  - b. Lower division units may be substituted if prior approval is received from the Superintendent or his/her designee in writing.
  - c. Credit may be given for non-traditional courses or travel. Teachers should apply to the joint District-PFT committee, on forms supplied by Human Resources. Prior approval is required in order to obtain this credit.

If the credit is for travel, all documents as listed on the application form, including the sample lesson plans, are due to the Human Resources Office on or before October 1 following the completion of the travel for credit to be granted. Salary placement will be made on

the new classification subject to the receipt of the specified travel documentation.

- d. Course work shall be within the present teaching assignment; OR
  - e. Course work shall be directly related to the improvement of the teacher's present assignment; OR
  - f. Course work shall be preparing the teacher for a proposed shift in job assignments (prior written approval from the Superintendent or his/her designee is required); OR
  - g. Course work shall be to enhance the communication and/or psychological skills used in teaching.
  - h. Course work may include "continuing education units", based on a pro-rated ratio of hours as compared to regular semester units.
5. All provisions in this entire agreement relating to college or university units refer to the standard semester unit or adjusted quarter unit which also carries full academic credit.
  6. It shall be the responsibility of teachers to notify the Human Resources Office promptly of courses completed, degrees and credentials earned. The information shall be used as part of the determination of "credential and competency" in teacher placement decisions including reduction in force.
  7. A teacher, for advancement on the salary schedule, shall be limited to six (6) units of college or university credit per teaching semester. A teacher shall be allowed a maximum of fifteen (15) units per year (September to August). Any excess units taken may not be applied to following years.
  8. Teachers who achieve National Board Certification based on requirements set out by the National Board for Professional Teaching Standards, will be justly compensated by a stipend of \$1,098 annually. Further, any teacher who wishes to commit to this task will be eligible for up to a total of ten days of school business leave for the purpose of preparing the required portfolio.
  9. Under most circumstances a step increase for satisfactory service to the District will be given July 1 of each fiscal year.

In order to receive a step increase the employee shall have been in a certificated contract position with the District and must have provided service to the District for at least 50% of the school year according to their workdays contracted.

In order to receive a step increase a teacher on an approved leave of absence for part of a school year must have provided service to the District for at least 50% of the school year according to their workdays contracted.

K. Salaries for Less Than a School Year

A teacher who serves less than a full work year shall receive as salary only an amount that bears the same ratio to his/her established salary as the number of working days he/she serves bears to the total number of working days teachers are required to be on duty for the school year.

- Basic salary placement x [number of days worked/standard work year]

L. Salary Warrants

Salary warrants for teachers (employed for the regular school year) rendering service from the beginning of the school year shall have the option of choosing either:

1. 10 equal paychecks from September through June; OR
2. Deferring a portion of the 10 paychecks that result in 9 equal checks and a single, larger check for June that represents June, July, and August.

M. Deductions from Salary Warrants

1. Deductions required by law shall be made from teachers' warrants as follows:
  - a. Federal Income Tax in the amount required by the Internal Revenue Code;
  - b. State Income Tax in the amount required by the State;
  - c. Judgments or Court Orders in accordance with the Order.
2. Deductions required by the District shall be made upon teachers' warrants as follows:
  - a. State Teachers' Retirement System - all teachers who are employed on a regular basis for sufficient time to qualify for the retirement system shall have the amount required by the system withheld from their warrants.
3. Deductions authorized by the teachers shall be made from teachers' warrants, upon receipt of a written authorization from the teacher, as follows:
  - a. Federation Dues - deductions shall be made for dues for membership in the Federation. The Federation agrees to fully indemnify and otherwise hold harmless the District in every aspect of this deduction. See Article XIII section I. 7.

- b. Deduction for U.S. Savings Bonds shall be made monthly. The written authorization shall be submitted in duplicate not later than June 1 or prior to first employment. Deductions shall be made in the following amounts only: \$18.75 - \$25.00 bond; \$37.50 - \$50.00 bond; \$75.00 - \$100.00 bond; \$150.00 - \$200.00 bond.
- c. Deductions may be made monthly for the following insurance plans (if applicable):
  - 1. Health and Welfare as indicated in Article VII;
  - 2. Insurance plans under the California Federation of Teachers Insurance Trust;
  - 3. Keenan and Associates for Prudential Life Insurance Company (supplemental life);
  - 4. American Fidelity Assurance Company (salary insurance).
  - 5. American Fidelity Assurance Company (Section 125 Medical Reimbursement and Dependent Care).
- d. Deductions may be made monthly for the following payroll savings plans:
  - 1. Teachers' Credit Unions;
  - 2. District-qualified tax sheltered annuity plans;
  - 3. Community First Credit Union.
- e. Deductions may be made by the District Administration in order to recapture erroneous salary overpayment. In the case of erroneous overpayment, prior to deductions being made by the Payroll Department, a meeting will be held to determine a repayment schedule in cooperation with the Payroll Department, the party affected and/or a union representative.

N. Tax Sheltered Annuity Programs

- 1. Each teacher shall have the right to enter into a tax sheltered annuity program. Each annuity participant shall be required to sign an agreement with the District authorizing the District to reduce his/her salary and to submit the deducted amount directly to the State Teachers' Retirement System or to an insurance company in the form of an annuity premium. The insurance company shall be licensed by the State of California to sell tax sheltered annuities and shall have been assigned a payroll deduction code number by

the Office of the Sonoma County Superintendent of Schools.

2. Each teacher who desires to enter into a tax sheltered annuity shall be required to execute an acknowledgment of disclaimer of responsibility that any annuity, the amount of any premium, or of any and all procedures followed by the District qualify as a tax sheltered annuity for federal and/or state income tax purposes.
3. The District is authorized to execute such amendments to employment contracts as may be necessary to carry out tax sheltered annuity programs. Such amendments to contracts that do not result in a change in total compensation to the teacher need not be included in the Employment Report to the Board of Education.

O. Travel Allowance and Attendance at Meetings

1. Mileage and expenses shall be paid by the District only as authorized by the Superintendent or his/her designee.
2. The mileage rate for teachers required to use their own cars shall be .34 cents per mile.
3. The mileage reimbursement and/or actual and necessary traveling expenses shall be granted teachers only upon the approval of the Superintendent or his/her designee.
4. The most economical mode of public transportation shall be used unless another mode of transportation is authorized by the Superintendent or his/her designee.

P. Emergency Class Coverage

Each school site will utilize a shared decision-making process to determine a protocol for how classrooms will be covered when an emergency occurs requiring the regularly assigned teacher to be absent.

Emergency shall be defined as an unforeseen occasion for which a substitute would normally be provided, but is not available. Equitable rotation of responsibility and compensation (money or time) shall be considered through shared decision-making.

**ARTICLE VI**

**HOURS OF EMPLOYMENT**

- A. The work year for classroom teachers covered by this Agreement shall consist of 185 working days, of which 180 shall be regular classroom teaching days. Of the 185 days, two days shall be scheduled orientation at the beginning of the school year for elementary teachers, and one day shall be scheduled orientation at the beginning of the school year for the secondary teachers. One day shall be scheduled during the school year as a teacher workday for secondary teachers.

The Federation the District will continue the process of shared decision-making regarding scheduling of non-teaching workdays through the K-12 Curriculum and Staff Development Committees.

Teachers who work less than full-time are an integral part of the school staff and need to participate in staff meetings and other professional responsibilities, consistent with the FTE that they are contracted for, by mutual agreement with their site administrator.

In the interest of shared decision-making and in the best interests of students, teachers who choose to teach zero hour are expected to fulfill professional responsibilities of attending staff meetings, department meetings, and other meetings required of all teachers, such as IEPs and parent conferences by mutual agreement with their site administrator.

1. Teachers who are new to the Petaluma School District(s) shall have one additional orientation day at the beginning of the school year, making a total of 186 workdays.
  2. The activities planned for orientation days and inservice days shall be at the discretion of the District.
  3. Full time Independent Study Teachers have an eight (8) hour work day.
- B. Members of the bargaining unit, other than classroom teachers, may have a lengthened work year as indicated in Article V.
- C. The District will work with the Federation, through a consensus model of shared decision-making on the calendar beginning in September of each year, through the Calendar Committee.

The Calendar Committee consists of one Federation representative from each an elementary, junior high, and high school, as well as two representatives from C.S.E.A., one from Confidential, one from P.A.A., one small feeder district representative, and the Assistant Superintendent of Business and Administration.

If consensus is not reached by February 1<sup>st</sup> the District will change to a consultation shared decision-making model and will publish the calendar as a business necessity.

D. Elementary Scheduling Methods

A PFT and District sub-committee will gather data from the elementary sites regarding scheduling methods used in regards to assigning staff duties for general school functions and will establish agreed upon policies.

- E. 1. The weekly teaching load in the junior and senior high schools for classroom teachers shall be twenty-five (25) teaching periods or equivalent (such as modular or alternative schedule) and five (5) preparation periods. Assignment to a supervised study period shall be considered a teaching period.
- 2. Article XX, Shared Decision-Making, will be utilized at each site, with the goal of limiting teachers' classroom preparations to three (3), unless, due to unusual circumstances, a teacher requests a waiver.

F. Every member of the bargaining unit shall be entitled to no less than a 30-minute duty-free lunch period every workday. A teacher may choose to waive this entitlement.

G. Elementary Preparation Time

- 1. The viable options for providing preparation time should be developed at each school site through a shared decision-making process and within existing financial parameters. The District will share the appropriate sections of each elementary school's budget with the other elementary schools, to assist them in determining the best use of their available resources.
- 2. When a credentialed resource teacher is instructing students, the classroom teacher may utilize the time for preparation and planning of curriculum materials except in cases in which the classroom teacher and the resource teacher are integrating their instruction.

H. Job Sharing in Elementary Schools

- 1. The Federation and District Administration agree that job flexibility should be an option for Federation members. Therefore, the opportunity for elementary teachers to share a job assignment should be available at every site.
- 2. The Federation and District Administration further agree to the setting of criteria and the standard job-share agreement checklist as listed below that will be used by the principal to determine the viability of a job-share team. In any case, the final decision as to whether or not a job-share will be allowed, based on the district-wide criteria, will remain with the principal.

The principal will also have the right and responsibility to determine, based on the district-wide criteria, if a job-share team should continue each successive year.

Elementary Job-Sharing Criteria:

1. Job-share participants must be compatible in terms of instructional strategies, classroom management, and educational philosophy. This must be clearly stated in a detailed, written proposal that will be presented to the principal.
2. Anyone wishing to propose a job-share must make their written proposal no later than May 1st.
3. Job-share eligibility will be based on each partner being either tenured or having passed through the Hiring Protocol and completed at least one year of service in the district.
4. A job-share commitment must be for at least 40%.
5. The staff(s) involved will be informed before the job-share has been approved.
6. Should one participant choose not to continue the partnership, the partnership is dissolved and both partners revert to their previous status. Should this occur, the partner(s) will inform each other and the principal no later than May 1st.

The partner who was originally assigned to the school where the partnership has occurred would retain the position at that school; the other partner would be assigned to a position for which they are credentialed and qualified.

7. Each job-share proposal/agreement will be evaluated by the partners and the principal prior to May 1st.
8. Subject to annual satisfactory evaluation of the job-share proposal/agreement, the partnership will continue.
9. While the Federation and District Administration agree that no teacher will be required to work more than the percentage of days required by their contract, the following responsibilities must be addressed in the proposal/agreement:
  - Weekly staff meetings
  - Shortened Wednesdays for staff development
  - Parent conferences (fall and spring)
  - S.I.P. staff development days
  - Back to School
  - Open House
  - Two teacher work days in the fall

The Federation and District Administration will assist the parties to reach an agreement that is both educationally sound and equitable.

Job-Share Agreement Checklist:

1. Written statement that covers educational philosophy, instructional strategies and classroom management.
  2. Purpose of the job-share and a description of how it would work.
  3. A plan to address attendance at staff meetings, staff development activities, parent conferences, Back to School Night, Open House and two teacher work days.
  4. The strengths that each partner brings to the partnership.
  5. A plan to assess the effectiveness of the job-share.
- I. It is the intent of the District and the Federation that other details regarding hours of employment continue to be handled in the professional manner currently governed by District policy. The District states that it has no intent to alter policies regarding hours of employment. The Federation, in turn, states that these policies are in no sense incorporated as part of this Agreement. However, if at any time during the life of this Agreement the District should find it necessary to alter or amend policies respecting hours of employment, the Federation will be given thirty (30) days' prior notice for the purpose of consultation.

Should the Federation consider the consultation process to have been unsuccessful respecting the proposed change in District policy, the Federation may request reopened negotiations on this single matter within thirty (30) days of the effective date of the altered District policy.

These negotiations shall take place during the next scheduled reopener period or within ninety (90) calendar days, whichever is sooner.

J. IDEIA Legislation Impact

A committee will meet in the second semester of 2006/07 to review the perceived increased load on special education teachers as a result of IDEIA legislation. The review will also include methods currently in place on how regular education teachers fulfill the requirements of their presence and involvement in IEPs and will report back their recommendations to the Negotiations team.

**ARTICLE VII**

**HEALTH AND WELFARE**

A. Health, Dental, and Vision Insurance

1. The cost of Health and Welfare benefits will be considered as part of the total

compensation package to be negotiated with the Federation.

2. Effective July 1, 2007, for regular, full time teachers in the bargaining unit who have elected to accept the District selected programs, the District agrees to pay the following amounts through June 30, 2008:
  - a. For teachers who select the Blue Cross health care program, the District will pay up to \$716.14 per month.
  - b. For teachers who select the PacifiCare health care program, the District will pay up to \$716.14 per month.
  - c. For teachers who select the Kaiser health care program, the District will pay up to \$716.14 per month.
  - d. For teachers who select the Delta Dental program, the District will pay up to \$129.72 per month. The District will pick up any increase in cost effective October 1, 2007.
  - e. For teachers who select the Vision Care program, the District will pay up to \$29.00 per month.

3. The coverage year for all health and welfare benefits is understood to be from July 1 through June 30. Any teacher in a continuing employment relationship with the District shall receive the benefit of District health and welfare payment, if such has been a part of the current Agreement, in anticipation of his/her service commencing with the ensuing educational year. Such teacher, who because of a continuing employment relationship with the District, has received benefit of District premium payments during the summer months and subsequently resigns, or otherwise vacates his/her position with the District, shall be financially liable to repay the District for any and all premium benefit payments made during the summer period. This financial responsibility shall be a prorata computation based upon the amount of time served by the teacher during the new school year. This repayment obligation would not affect those employees who serve more than one semester during the ensuing school year.

4. Unit Members who work less than full time

The District shall pay an amount that bears the same ratio to the health plan cap per month for health insurance as the average amount of time worked bears to the time normally worked by a full-time unit member toward the premiums of those regular part-time unit members who work 50% or more who elect to accept a District-selected plan and who authorize deductions of any additional premiums from their salaries.

The District shall pay an amount that bears the same ratio to the total insurance premiums per month for dental and vision insurance as the average amount of time worked bears to the time normally worked by a full-

time unit member toward the premiums of those regular part-time unit members who elect to accept the District-selected plans and who authorize deductions of any additional premiums from their salaries.

Unit members working ten or more months shall have the same health, dental, and vision premiums paid by the District as twelve-month unit members working the same number of hours per week. Authorized deductions shall be withheld by the District from monthly salary payments.

Effective May 1, 2007, unit members who work less than 50% are not eligible to participate in a health plan, however they can choose to participate in the dental or vision plans. Unit members working less than 50% who currently participate in a health plan will be grandfathered in and can continue to be covered. If they elect not to continue to participate in the future they will not be eligible without meeting the 50% requirement.

Effective July 1, 2008, unit members who work 50% or more are required to participate in a health plan, unless they can provide proof that they have other group coverage; participation in the dental and vision plans is optional and not a requirement.

B. Life Insurance

1. Teachers who have completed six months of continuous service, and who work a minimum average of 30 hours per week for 75 percent of the school year shall be eligible for the District's approved Life Insurance Program on the first calendar day of the calendar month following the completion of the six-month period.
2. The District shall pay the full premium toward the \$37,000 life insurance policy for the term of this Agreement for teachers working a minimum average of 30 hours per week for 75 percent of the school year and who elect to accept the District-approved program.

C. Miscellaneous

1. Teachers on approved leave, who were covered under the program at the start of their leave time shall continue to be eligible for coverage as long as they remain in a paid status. Teachers on approved, but unpaid leave, who were covered under the health and welfare program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums if the individual policies so provide. Teachers paying their own premiums must remit monies to the District at least one month prior to the monthly premium due date.
2. Any benefits that are available to married employees will be accorded to employees who are duly registered as domestic partners with the City of Petaluma.

**INDEX**

	<b><u>PAGE</u></b>
Bereavement	20
Catastrophic	29
Child Rearing	24
Civic Participation	28
Emergency Leave	20
Family Care	30
Federation Service	28
General	17
Industrial	27
Industrial Accident and Illness	25
Jury Duty	27
Legal Duties Leave	27
Maternity	22
Military	25
Parental/Adoptive Leave	24
Personal Necessity	19
Personal Reasons	27
Pregnancy Disability	24
Rest	20
Sabbatical	21
School Business	21
Sick	18

## ARTICLE VIII

## LEAVES

### A. Leaves - General

1. Provisions regarding the method of application for processing, and consideration of, all manner of leaves shall remain the express responsibility of the District.
2. All absences from regularly assigned duties shall be approved by the Board of Education or the Superintendent or his/her designee. All absences shall be approved in advance, unless otherwise specified in this Agreement.
3. Except in verifiable extreme emergencies which preclude communication with the District, absences taken without approval shall be considered as absences without leave. Employees taking absences without leave shall be subject to disciplinary action and loss of pay. Unauthorized absences of three or more consecutive days shall be considered as abandonment of the employment and the employee shall be considered to have resigned his/her position in the District.
4. Requests for extension of leave, or notification regarding the intent to return from leave, shall be made to the District in writing, and receive approval by February 1 (November 1 for fall semester leaves); otherwise the employee will be presumed to have resigned his/her position. The teacher on leave shall receive notification by the District in writing no less than thirty (30) days prior to the respective deadlines.
5. A teacher who is tenured in the District may be granted a two-year leave of absence for the purpose of serving with the Peace Corps or Vista. The District may grant a one-year leave of absence for exchange teaching. These leaves shall be without pay or benefit of any type or form except as otherwise provided in this section.
6. All teachers on approved leave not exceeding two years shall retain seniority rights as pertaining to job security.
7. It shall be the responsibility of the teacher to have a current and correct address on file with the District Human Resources Office at all times. Further, this address of record may be used for all legal and formal notification purposes.
8. In the case of any absence which is based upon illness, injury, quarantine, etc., the District Administration may require verification from a physician of the fitness of the employee to return to service. Normally, the verification provided in Section B. 4., if requested, shall suffice for this purpose.

B. Sick Leave

1. Teachers in active service (not on leave) shall be permitted sick leave for personal illness, injury, or quarantine on the following basis:

Ten-month teachers	10 days
Twelve-month teachers	12 days

Full use of it may be made any time during the year. If a first-year teacher should leave the employ of the District before the end of the year, any monies drawn from sick leave in excess of the rate of one day per month shall be refunded to the District.

Sick leave may be used for illness of the employee's child, parent or spouse, up to the amount of sick leave that would be accrued during six months.

Partial day leaves of Certificated Bargaining Unit Members at schools with a block schedule, will have the leaves recorded in hours based on the information provided in their request for substitute on the Sub Finder. To the extent determinable by Payroll Clerks, the leaves will be two hours of leave per block. Leaves during a teacher's Prep Period will be counted the same as any other period.

2. Upon employment by the Petaluma (Elementary) or Petaluma High School District, any teacher who has been an employee of another school district within the State in a position requiring certification qualifications during the preceding school year shall be allowed to transfer to this district the total amount of sick leave to which he/she was entitled in his/her previous district.
3. Any unused portion of sick leave shall be cumulative without limit.
4. A teacher who is absent on account of illness, injury, or quarantine may be required to sign on a form provided, a statement of the general nature of the illness, injury, or quarantine. If the absence is of a prolonged nature, or if the District feels there is a pattern or an apparent abuse of sick leave, the District may require that the teacher's health advisor (physician or other practitioner) certify the teacher's absence is or was due to illness, injury or quarantine, or the District may, at its own expense, require verification of the illness, injury, or quarantine by a physician of its choice.
5. When a teacher is absent on account of illness or accident for a period of five school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the amount actually paid a substitute employee employed to fill his/her position during his/her absence, or the amount which would have been deducted had a substitute been obtained. Teachers who have exhausted all accumulated sick leave

and sick leave due under Section B (1) and who are absent on account of illness for a period of more than five school months after said exhaustion of sick leave shall be deemed to be on sick leave without pay until such leave is terminated in accordance with procedures prescribed by law.

C. Personal Necessity Leave

1. Accumulated sick leave may be used for absences created by personal necessity, not to exceed ten (10) days in any school year.
2. It is understood that the Personal Necessity Leave is for instances of personal or professional need, and that the District Administration respects the integrity and professionalism of the members of the teaching staff. Therefore, the District Administration will not require a stated reason for Personal Necessity Leave for any six (6) of the ten (10) days of allowed Personal Necessity Leave. If more than six (6) days of Personal Necessity Leave is used, a stated reason must be supplied for any of the remaining four (4) days. Personal Necessity Leave in excess of four (4) consecutive days will require a stated reason.

In those instances when a stated reason for Personal Necessity Leave is required, and is denied by the supervisor, the denial will be forwarded to the Assistant Superintendent of Human Resources. If the Assistant Superintendent, Human Resources concurs with the denial they will consult with the Federation's President.

3. Employees may use Personal Necessity Leave to comply with a subpoena or other court order to appear as a witness, including but not limited to cases in which the employee is a victim of a crime. School related court orders or subpoenas would be considered school business leave.

Employees may use Personal Necessity Leave to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child when the employee is a victim of domestic violence.

Prior to taking time off for a court appearance, an employee shall give reasonable notice to their supervisor unless an unscheduled or emergency court appearance is required for the health, safety or welfare of an employee who is a domestic violence victim or his/her child. When an unscheduled or emergency court appearance is required, the employee shall provide, within a reasonable time after the appearance, evidence from the court or prosecuting attorney that he/she has appeared in court.

4. Except in emergency situations, employees who intend to take personal necessity leave shall notify the building principal or immediate supervisor in writing no later than noon on the previous school day. The use of the District "substitute line" does not take the place of such prior written request.

D. Emergency Leave

1. When, despite the best efforts of a teacher to report to work, it proves to be impossible due to a disaster, and when the area the teacher would have had to travel is subsequently declared a disaster area by the Governor, such as the storm of January 4, 1982, the teacher may apply for Emergency leave. Application shall be made to the Board of Education through the Superintendent or his/her designee. Approved Emergency leaves shall result in no loss of salary or sick leave.

E. Rest Leave

1. A Rest leave is a leave requested by a teacher who, in the opinion of a physician, is not ill enough to qualify for sick leave but does need a rest for the specific purpose of regaining his/her good health. Rest leave shall not be construed as sick leave.
2. The teacher must have served in probationary or permanent status during the preceding school year for a minimum of 150 days in order to be considered for rest leave.
3. The leave shall be requested for one year or less.
4. No salary or benefit of any type shall be paid by the District for the period covered by an approved rest leave. Also, no credit shall accrue for tenure or any other benefit of any type unless otherwise provided in this section.
5. Teachers shall request a rest leave in writing and attach a doctor's statement verifying the necessity for rest, and length of leave needed. At the option of the District, the teacher may be required, at the District's expense, to obtain periodic medical verification from a physician of the District's choice.

F. Bereavement Leave

1. Bereavement leave, without loss in pay or deduction from accumulated sick leave, shall be granted not to exceed three (3) days, or five (5) days if travel to a point more than 250 miles distance is required, for critical illness or death in the immediate family. The immediate family means mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative or domestic partner living in the immediate household of the employee.
2. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the employee has already used maximum days allowed during the time of critical illness.

G. School Business Leave

1. The District may approve absence without loss of pay for attending meetings, representing the school district, or other such absences for the benefit of the school district.
2. Application for school business leave shall be made in the manner prescribed by the District.

H. Sabbatical Leave

1. Requests for Sabbatical leave may be made by members of the bargaining unit. The employee must have rendered service to the Petaluma School District for at least seven consecutive years preceding the granting of the leave. Sabbatical leave may be granted by the District. Sabbatical leave may be requested only for one or more of the following reasons:
  - a. Study, independent research or a special project by the employee which will benefit the schools and pupils of the District.
  - b. Travel by the employee which will benefit the schools and pupils of the district.
2. A bond, in amount equal to the total salary payment for the duration of the leave, shall be posted by the employee, if required by the District, upon approval of the leave by the Board of Education. If the employee does not remain in the employ of the District for at least two years after the termination of the sabbatical leave, the bond shall be forfeited.
3. Request for sabbatical leave shall be submitted to the Superintendent, or his/her designee, in writing by October 1 of the school year prior to the leave. The Superintendent, or his/her designee, with the advice of the District Evaluation Committee, may present recommendations to the Board of Education at the second regular meeting of the Board of Education in November of the year prior to the leave.
4. A sabbatical leave which is approved shall not exceed one year. The leave may be granted for a shorter period than one year providing suitable arrangements can be made by the District.
5. Any teacher granted sabbatical leave shall, with the approval of the Superintendent, or his/her designee, be paid the difference between his/her regular salary and that of the substitute employed to take the place of the employee (or the amount which would have been paid had a substitute been employed), or one-half (1/2) of the salary he/she would normally receive from the District, whichever is the greater benefit to the employee. Compensation shall be paid in the same manner as if the teacher were teaching in the District.

6. At the expiration of the sabbatical leave, the employee, unless he/she otherwise agrees, shall be reinstated in the same or in a reasonably like position held by him/her at the time the leave was granted. If such a position no longer exists, he/she shall be assigned to another position. The employee shall have the right to seek and accept another position in the District by utilizing the District procedures regarding transfer.
7. The number of teachers granted sabbatical leave for any one period of time from each District shall not exceed two percent of the total number of unit employees in that District. If the requests submitted by deadline are in excess of the number of leaves recommended by the Superintendent or his/her designee a rank order of alternates shall be determined by the Superintendent or his/her designee, in order to provide replacements for any person(s) who withdraw their leave requests; year or fall semester leaves before May 1, or spring semester leaves before November 1. If the number of requests submitted by the deadline does not equal the number of leaves recommended by the Superintendent or his/her designee, requests submitted thereafter will be considered in chronological order of filing until February 1. The Superintendent or his/her designee may present his/her recommendations to the Board of Education by its first regular meeting in March.
8. Two consecutive withdrawals of approved sabbatical leave by a teacher shall result in ineligibility to apply for the next two years unless there are unusual circumstances as determined by the Superintendent or his/her designee.
9. Not more than one sabbatical leave shall be granted to an individual teacher in any seven-year period. The time spent on sabbatical leave shall not count in the seven-year period.
10. Individuals granted sabbatical leave will advance normally on the salary schedule.
11. Health and welfare benefits approved for the bargaining unit shall be paid by the District while the teacher is on sabbatical leave.
12. Sick leave will neither accumulate to the employee nor be charged against him/her while on sabbatical leave.
13. College credits and inservice credit may be earned during sabbatical leave and utilized to meet salary requirements.

I. Maternity Leave

1. Teachers employed by the District may be granted a leave for maternity reasons. Maternity leave and sick leave are separate and distinct. Maternity is not to be considered as part of sick leave or pregnancy disability leave. Sick leave or pregnancy disability leave may not be claimed during the time a

- teacher is on approved maternity leave.
2. Maternity leave shall be granted in accordance with the provisions of the Education Code and subject to the following conditions:
    - a. In order to qualify for a maternity leave an expectant teacher shall file a statement from her physician no later than the fourth (4th) month of pregnancy indicating the estimated date of delivery and that the female employee is in good health and that in his/her judgment she can continue to carry on her assigned duties and responsibilities without danger to herself or her child.
    - b. A teacher may continue to work as long as her condition will permit her to perform her regular assigned duties or she may request a leave before the expected day of birth. Either option shall be based on recommendation of her doctor.
    - c. During the first 38 regular, consecutive work days of maternity leave, (should the employee choose to take all or part of the maternity leave), the employee will receive the difference between her regular salary and the substitute's salary, or the salary a substitute would have received, and shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
    - d. The teacher shall be eligible to return when she presents a doctor's certificate indicating that she is able to perform her work satisfactorily for the District. A teacher returning from maternity leave shall resume her duties on a regular basis at the same position held prior to childbirth.
    - e. Beyond the year in which maternity leave commences, a teacher may request a personal reasons leave, without pay, up to an additional year. Upon return from such leave, the teacher will, whenever possible, resume her duties in the same position held prior to maternity leave.
    - f. Absence due to illness or injury resulting from pregnancy and/or childbirth shall be covered by Pregnancy Disability Leave in accordance with the Education Code.
  3. Personal reasons leave following maternity leave shall not constitute a break in service for tenure purposes. Time spent on maternity leave shall not count in acquiring tenure unless the employee is on duty a minimum of 75 per cent of the days in which school is in session during the school year in which the leave is taken.

J. Parental/Adoptive Leave

1. When a child is born or adopted to a certificated employee, he/she may be allowed time off with no loss in pay up to a total of five day's absence. Such time off may be taken during birth and/or at the time of discharge from the hospital.

K. Pregnancy Disability Leave

1. Teachers who are not on leave and are in the current employ of the District are entitled to use personal illness and injury leave (Section B) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, 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 teacher and the teacher's physician; however, the District may require a verification of the extent of disability through a physical examination of the teacher, at District expense, by a physician appointed by the District.
2. Teachers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the teacher on leave, the teacher's physician and the District's needs; however, the District may require a verification of the extent of the disability through a physical examination, at District expense, of the teacher by a physician appointed by the District.
3. The teacher on leave for pregnancy disability shall be entitled to return to a position reasonably comparable to that held at the time the leave commenced.

L. Child Rearing Leave

1. Leave without pay or other benefits may be granted to a teacher for child rearing.
2. The teacher 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 date the teacher wishes to begin and end the leave without pay.
3. 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 his/her designee when considering the scheduling and replacement problems of the District.

4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted.
5. The teacher is not entitled to the use of any accrued sick leave or other paid leave while on leave for child rearing.
6. There shall not be diminution of employment status for child rearing except that no person shall be entitled to compensation or increment, nor shall the time taken on child rearing leave count toward credit for probationary teachers in earning tenure status.

M. Military Leave

1. Military leaves shall be granted to anyone inducted into the Armed Forces. Leaves shall be granted for service in the Red Cross or Armed Forces during the time of national emergency or war.
2. Within six (6) months after such employee honorably leaves such active service he/she shall be entitled to return to a reasonably comparable position held at the time of his/her entrance into such service.
3. Military leave shall be without compensation or benefit except as required by law. A maximum of two years seniority, as it pertains to job security, shall be credited during the period of military service.

N. Industrial Accident and Illness Leave

1. Teachers shall be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provisions of the Redwood Empire School Insurance Group (RESIG).
2. Such leave at full pay for the primary District assignment 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. Such leave would commence on the first day of absence and when the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the unused amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury. Such leave shall not be accumulative from year to year.
3. Unit members have the right to use their own health care provider for treatment (physician or chiropractor) so long as the unit member has placed the name of his/her personal physician or other health provider on file with the employer.

4. The District may require an examination of the teacher, at District expense, 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 same industrial accident, the teacher shall endorse to the District any wage loss benefit check from RESIG which would make the total compensation from both sources exceed 100 percent of the amount the teacher would have received as salary for his/her primary assignment had there been no industrial accident or illness.
6. If the teacher fails to endorse to the District any wage disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the teacher's salary warrant the amount of such disability indemnity actually paid to and retained by the teacher.
7. Any teacher receiving benefits for industrial accident or illness leave shall remain in California unless the District authorizes travel outside the state.
8. Modified Duty

According to Board Policy 4113.4, Temporary Modified/Light-Duty Assignment, when employees suffer work-related injuries, unless the treating physician provides a full release from work, the employees may be considered eligible for a temporary modified or light-duty assignment to minimize lost time and to serve to facilitate the transition back to the employee's regular duties or full-time work. Modified or light-duty assignments shall be designed to accommodate medical restrictions specified by the employee's physician and may include work in the same job classification or a different job classification at the employee's regular salary rate. These assignments are intended to address short-term medical restrictions and will normally extend for less than eight weeks' duration. These assignments shall not be used as a means to establish new assignments or displace other employees.

In the event the unit member believes the alternate work duties are not appropriate, the matter will be referred to the Alternate Duties sub-committee. The Alternate Duties sub-committee will be composed of one PFT representative, one Administrative representative, and one representative acceptable to the parties.

O. Legal Duties Leave

1. Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.
2. Notices, summons and subpoenas for court appearances shall be submitted to the district office, within a reasonable time, when requesting leave.

P. Jury Duty Leave

1. A maximum of two (2) percent (by District) of the members of the bargaining unit will be provided leave for regularly-called jury duty. The teacher shall submit a written request for an approved absence as soon as possible prior to the beginning date of the leave.
2. The teacher, 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 less fees received for mileage.
3. The teacher shall promptly notify his/her immediate supervisor or designee at the conclusion of the jury duty assignment.
4. Notices, summons and subpoenas for court appearances shall be submitted to the district office, within a reasonable time, when requesting leave.

Q. Personal Reasons Leave

1. The Superintendent or his/her designee may approve absence for personal reasons when deemed necessary. Such personal leave shall be deducted from the employee 's salary for each day of absence. The work year shall consist of that period defined in this Agreement.

R. Industrial Leave

1. A teacher requesting leave to acquire experience and knowledge of his/her field of study as an employee in industrial or private employment may be granted such leave without pay or benefit. The leave may be granted for either one semester or for a full school year.
2. The teacher will be returned to his/her original position or to a position reasonably equivalent to that previously held.

3. Seniority as it pertains to job security shall accrue to the teacher during this period of leave.
4. Teachers on industrial leave for the spring semester or for a full year shall notify the District of their intention to return no later than February 1. The notification deadline for fall semester industrial leaves shall be November 1. Failure to provide such notification shall be considered to be a resignation from the District.
5. The District shall prescribe the manner of application for industrial leaves and the maximum number which may be approved.

S. Federation Service Leave

1. Upon request, and approved application by the Federation, a teacher may apply for such leave without pay. Such leave may be granted in minimum units of one semester.
2. Federation leave includes, but is not limited to, election or appointment to perform service as a representative of the Local Federation, the State Federation, or the National Federation (AFT) organization as such, or any labor division of a state or federal government agency on a temporary or emergency basis.
3. Federation leave of absence shall be applied for only upon the request of the President of any of the above Federation organizations or upon election by the members of any of the above Federation organizations.
4. A teacher shall be returned to his/her original position or to a position reasonably equivalent to that previously held. The District shall not be required to reinstate the teacher except at the beginning of a semester or equivalent scheduling period.
5. Seniority, as it pertains to job security, shall accrue to the teacher for the period of his/her office or assignment, not to exceed two (2) years.
6. Teachers on Federation leave for the spring semester or for a full year shall notify the District of their intention to return no later than February 1. The notification deadline for fall semester Federation leaves shall be November 1. Failure to provide such notification shall be considered to be a resignation from the District.
7. The District shall prescribe the manner of application for Federation leaves and the maximum number which may be approved.

T. Civic Participation Leave

1. The District may grant civic participation leave to teachers. Civic participation

leave shall be without compensation or benefit in any form. The leave shall be requested in minimum units of one semester. The District may extend civic participation leave to a maximum of two (2) years.

2. Such leave may be based upon election or appointment to an office in a Federal, State, County, or Municipal government or subdivision thereof or similar civic participation.
3. The teacher shall, following request, be returned to District employment providing he/she applies for return within thirty (30) days after the end of his/her term in such office or assignment. The District shall not be required to reinstate the teacher except at the beginning of a semester or equivalent scheduling period.
4. The teacher shall notify the District, in writing, of his/her intention of accepting such office or assignment and shall keep the District informed of his/her status and request regarding extension of the civic participation leave each semester.
5. Upon return, the teacher shall be placed in his/her original position, or in a position reasonably equivalent to that previously held.
6. Seniority, as it pertains to job security, shall accrue to the teacher for the period of such office or assignment.
7. Teachers on civic participation leave for the spring semester or for a full year shall notify the District of their intention to return no later than February 1. The notification deadline for fall semester civic participation leaves shall be November 1. Failure to provide such notification shall be considered to be a resignation from the District.
8. The District shall prescribe the manner of application for civic participation leaves and the maximum number which may be approved.

U. Catastrophic Leave Bank

1. A Catastrophic Leave Program has been established by the District Administration to permit employees to donate eligible sick leave credits to a Catastrophic Leave Bank. When an employee has exhausted all of their accrued sick leave they may request a withdrawal from the Catastrophic Leave Bank when that employee, or a member of his or her family, suffers from a catastrophic illness or injury.

There shall be a panel of two District Administrators and two PFT members appointed by the PFT Executive Council who will approve or deny applications for Catastrophic Leave.

The bank shall be funded in the following manner:

- The District Administration shall, on July 1 of each year, deposit one day in the bank for every employee who has used less than one half of their allotted sick leave for the preceding year, up to a maximum of 25 days.
- When there is an additional need for deposits, the bargaining unit members who have a reserve of over 20 days, not including his/her current year's allotment, may deposit up to 2 days of their accumulated sick leave in the bank.

Deposits and withdrawals to the bank shall be by days or prorated portions thereof (for leaves accounting six hours equals one day).

2. Guidelines for the use of the Catastrophic Leave Bank are available in the Human Resources Office.

#### V. Family Care Leave

The District Administration will grant leaves to qualified employees under the Family Rights Act of 1991 (see Administrative Regulation 4161.8).

### **ARTICLE IX**

### **TRANSFER**

In an effort to encourage renewal and the challenge for potential growth, the Federation and the District Administration agree that the opportunity to transfer to a new work site should be made available to those wishing to do so. The Federation and the District Administration also agree that site staffs have the right to develop criteria for choosing a new staff member and to interview applicants with those criteria in mind (reference Hiring Protocol, Section V). Since these two concepts can sometimes be in conflict, the Federation and the District Administration agree that, while every member of the Federation wishing a particular transfer has the right to an interview for positions, the interviewing staffs will have the right to recommend selection according to their developed criteria.

#### A. General Provisions

1. Teachers covered by this Agreement are personnel of the Petaluma (Elementary) or Petaluma High School Districts and not of a particular school or department.
2. A transfer is a move from one school to another, from a special education position to another special education position, from a special education position to a regular classroom position, from a regular classroom position to a special education position, or from special education or regular classroom position to any other classification (i.e., librarian, counselor, etc.). A voluntary transfer is a transfer which has been initiated by a unit member. An involuntary transfer is a transfer which has not been initiated by a unit member.

3. Transfers within the District shall be consistent with the Board of Education policy which actively and affirmatively insures equality of opportunity to all persons regardless of race, color, creed, national origin, sex, age, marital status, or physical handicap.
4. A vacancy is defined as an unfilled position, or portion of such position, which is authorized consistent with provisions of this Agreement found in Article XI, Class Size, or which has been the subject of specific agreement between the parties.

Vacancies will be identified in the staffing meetings involving site administrators. The Federation president and his/her designee shall be invited to attend such staffing meetings with the understanding that all parties must observe confidentiality concerning all staffing discussions.

The process for developing transfers will be in the following order:

- a. Retirees are identified.
  - b. Leaves are granted for the following year.
  - c. Teachers returning from leave are identified and placed in a position at the first staffing meeting.
  - d. Administrative transfers are made at the first staffing meeting.
  - e. Vacancies are identified at the first staffing meeting.
  - f. Vacancy notice is developed and posted.
  - g. Interviews for transfer applicants and applicants from outside the district will be held.
5. When a teacher with continuing employment or re-employment rights is displaced by an assignment of another bargaining unit member, he/she will not be obliged to go through more than three (3) interviews; rather he/she will be placed by District Administration, with communication and consultation with Federation representatives and the individual involved.
  6. If teachers in excess of that number needed for regular classroom assignments have been employed for a given school year, classroom and/or other educational positions will be assigned. These assignments may include, but are not limited to, positions such as resource teachers at the elementary level, departmental resource positions at the secondary level, or team teaching positions at all levels. Nothing in this section excludes other suitable and necessary professional assignments.

B. Individually-Initiated Transfers

1. The District Administration will post all vacancies at the school sites as soon as they are identified. Teachers who are interested in the listed vacancies shall notify the Human Resources Office using the appropriate form with a copy to the principal. Teachers who apply for a vacancy during the spring shall be guaranteed an interview which will be conducted in accordance with the "District Hiring Protocol".

The vacancy notice will specify available particulars concerning the assignment, e.g., particular skills, specialty areas, or competencies desired. Since all job interviews are competitive in nature, it will be the responsibility of teachers applying for vacancies within the District to communicate the manner and degree in which their particular experiences/skill areas match the needs cited in the vacancy notice. Teachers may attach supporting documents to their application form filed in response to the vacancy notice, e.g., an updated resume, a personal letter, a recent evaluation summary (s), or letters of reference.

Vacancies which are not filled through individually-initiated transfers will be subject to the normal "outside" vacancy notice procedure. Similarly, vacancies which result from successful individually-initiated transfers will also be subject to the "outside" vacancy notice procedure. Bargaining unit members may also apply for these positions but must compete with outside candidates for an interview. Interviews will follow a competitive screening process conducted in accordance with the "District Hiring Protocol".

Teachers who wish to be notified regarding any specific vacancy which may arise shall submit requests for transfer in writing to the Human Resources Office on the appropriate form with a copy to the principal. Announcements of vacancies which occur between the last workday in June and August 15 shall be mailed to unit members who request, in writing, such mailings.

Requests for a transfer shall include information as to the school, position, subject, and grade level desired by the applicant. Transfer requests will be considered for any vacancies identified during the school year in which the request is filed and/or for the beginning of the school year immediately following.

2. A teacher will be notified in writing by the Human Resources Office that his/her request for transfer has been received.
3. The Federation and the District Administration shall notify, in writing, a teacher who has not been transferred to a specifically requested position as soon as the position has been filled. In addition, the teacher shall have the right to confer with the Superintendent, or his/her designee, regarding the matter.

C. Administratively-Initiated Transfers

1. The District Administration may initiate transfers when school or departmental enrollments make such transfers necessary, or when it is deemed in the best interests of the schools and/or District provided such decisions will not be discriminatory or capricious. The District and the Federation agree that no such move will take place without prior consultation and communication with the Federation, site administrators, and the teacher impacted by such decisions. All personnel affected will be notified by letter from the Superintendent, or his/her designee, through the Human Resources Office. Teachers transferred under this provision shall be given first consideration to apply for return to the original assignment should an appropriate vacancy occur. This application will be considered consistent with the criteria normally used in the District Hiring Protocol.
2. In the case of declining enrollment at an elementary school, when a school must reduce its staff, the following criteria will be used in a shared-decision making process with the staff of the declining school to reach consensus to identify the exiting staff member:
  - Least amount of total district seniority
  - Least amount of seniority at that school site
  - Grade level experience.

If consensus is not reached, the final decision will be made by the principal and Assistant Superintendent for Human Resources.
3. Any teacher who is to be involuntarily transferred or reassigned shall be informally notified in advance of the formal notice and be given the opportunity to apply on a voluntary basis for another available position within the school district. It shall be the intent of the District Administration to give this informal notification before June 1 of a given school year. However, due to shifting patterns of enrollment, unexpected personnel needs, etc., this may not always be possible. When the teacher who has received such notification makes application for another available position in the school district, the application will be considered consistent with the criteria normally used in the District Hiring Protocol in all hiring decisions.
4. Notification of involuntary transfer or reassignment shall be given to the teacher as soon as the determination has been made. A teacher who has been transferred shall have the right to confer with the Superintendent, or his/her designee, to discuss the reason for the transfer.
5. A reassigned teacher shall be informed, if possible, of his/her assignment at least one month prior to the first day of classroom instruction.
6. When a decision regarding involuntary transfer is made by the District Administration, the teacher shall be compensated for time required to move from one school to another. Such compensation shall be at the substitute teacher rate and may not exceed the equivalent of three days' payment. In addition, the District Administration will provide physical assistance in moving

the teacher's materials from one site to another.

7. When a room or grade level change is made by the District Administration, the teacher shall be compensated for time required to move. Such compensation shall be at the substitute teacher rate and may not exceed the equivalent of one and one-half day's payment. In addition, the District Administration will provide physical assistance in moving the teacher's materials from one room to another.
8. Notwithstanding the criteria normally used in the District Hiring Protocol, the District Administration and the Federation agree that a member of the bargaining unit should not be subject to an excessive number of transfers. When a teacher has been transferred two times or more within the past four years, weight shall be given the teacher's seniority in any transfer decision considered by the District Administration.

## **ARTICLE X**

## **SAFETY CONDITIONS OF EMPLOYMENT**

- A. The District Administration shall make reasonable provisions to ensure that any unit member will not work under conditions which are determined to be unsafe or hazardous. Unit members shall report conditions which they believe to be unsafe or hazardous to the principal. The principal shall inform the unit member as soon as possible what action, if any, will be taken, and keep the employee informed of any changes.
- B. A unit member who believes he/she is threatened or students are endangered shall contact the principal immediately. The principal or administrative designee will take whatever action is necessary (including the notification of law enforcement) to ensure the unit member's safety.
- C. The District Administration will make every reasonable effort to inform unit members when they are assigned students who have a history of violence toward staff and/or other students, and/or students who have a history of behaviors and/or conditions that could constitute a health or safety hazard to staff and/or other students, as long as such disclosure does not violate the student's right to privacy, confidentiality, or due process.

### **D. Teacher Facilities**

The assignment of room usage (within departments at the secondary level) shall be determined equitably by the site principal. The recommended process is consensus, however if consensus cannot be reached, the consultation model will be used (as per page 3 of the Decision-Making Resource Guide).

When two or more teachers share the same workspace, the site administrator will convene a meeting before school starts to ensure fair and equitable use of the existing storage facilities and workspace. Teachers have a right to:

- Storage facilities that can be locked in each room they are assigned.
- A desk or table, chair, and one filing cabinet for teacher use in each classroom or office area.
- A work area containing equipment and supplies to aid in the preparation of instructional materials.
- A room furnished for use of employees as a lounge and/or dining area.
- Restrooms reserved for use by the employees.
- PFT and District Administration agree to a phased-in, site-specific installation of telephones that are accessible to every teacher. Levels of phase-in are:

Level I Safety concerns

Level II Professional and technological concerns

- E. Any unit member who is threatened with bodily harm or who suffers bodily harm inflicted by an individual or group while fulfilling assigned duties shall promptly make a report to the Superintendent/Principal who shall inform the designated law enforcement agency. The District Administration may provide legal and other related assistance in accordance with applicable law for any assault upon the unit member while fulfilling assigned duties.
- F. The Federation and the District Administration agree that the practices outlined in the General Safe Practices Handbook are to be implemented at every site. The District Administration agrees to work with SCOE to provide training for all unit members.
- G. A teacher may use reasonable force to protect himself/herself from attack, to protect another person, to protect property or to quell a disturbance threatening physical injury to others.
- H. Damage to Personal Property: The District Administration will reimburse unit members for clothing, eye glasses, or personal property which is appropriate to the instructional environment and which is damaged or destroyed during the conduct of a unit member's duties, aside from normal wear and tear and personal negligence. The unit member shall place on file a written notice with the principal in advance when any item of value in excess of \$150 is brought to campus for use in class(es). The notice shall indicate the value and the time frame the item will be on campus.
- I. 1. The parties agree to the implementation of the pamphlet outlining student and teacher rights based on Education Code language. The parties will plan a collaborative workshop on the pamphlet that will be presented in the first quarter of each school year in a faculty meeting.

2. A process will be developed to advise teachers of violent students. The results of this program will be reported annually at EERC.
3. All classroom doors will have the capability to be locked from the inside. The District and Federation will continue to evaluate the need to secure other work spaces on a case by case basis.
4. Lighting - A study will be made and outdoor lighting will be improved where required with available funds.

## **ARTICLE XI**

## **CLASS SIZE**

The initial hiring ratio which will govern District hiring shall be based upon projected regular enrollment figures for the District. Subsequent staffing decisions in the course of the school year shall be influenced by actual District regular enrollments.

- A. Purpose: To provide an equitable distribution of students within the present financial constraints. This is not an expression of optimum class size nor does it address the wide variation in teacher preparation time among the various disciplines.
- B. The term "Classroom Teacher" means an employee who is employed in a position requiring certification qualifications and whose duties require him/her to teach pupils in the schools of that district in regular day classes for the full time for which he/she is employed during the regular school day.
- C. The District hiring ratio for regular enrollment projections in the elementary district shall be based upon one classroom teacher for each twenty-eight (28) students in regular classrooms (grades four, five and six).

Management personnel and designated specialist personnel such as counselors, librarians, psychologists, nurses, speech therapists, special education teachers, reading teachers, ROP teachers, and SIP teachers, shall not be included in this computation.

- D. The initial District hiring ratio for regular enrollment projections in the high school district shall be as follows:

Grades Seven (7) & Eight (8) - One classroom teacher for each 26.00 students in regular education for schools that have implemented teaming according to Trust Agreement criteria or 26.5 students for schools that have not implemented such teaming.

Grades Nine (9) through Twelve (12) - One classroom teacher for each 27.87 students in regular education.

Grades Ten (10) through Twelve (12) - One classroom teacher for each 20 students in continuation settings.

Management personnel and designated specialist personnel such as counselors, librarians, psychologists, nurses, speech therapists, special education teachers, reading teachers, ROP teachers, and SIP teachers, shall not be included in this computation.

- E. The District and Federation agree to meet no later than June 1st of each school year (including alternative calendar schools) in order to review K-12 class size data for the coming school year. The District agrees to provide the Federation with K-12 class size data approximately two (2) weeks after the start of each school year (including alternative calendar schools).

Elementary class size shall not exceed those outlined in the Elementary Class Size section J. 1-7 on pages 39-40. District funding and student distribution will be considered in these deliberations. (Should enrollment at any elementary site result in a teacher-to-student ratio that exceeds 28 to 1, District Administration agrees to consult with the Federation about hiring a part time resource teacher - hours to be determined at that time.)

Funding from the Secondary Parcel Tax, Measure C, will provide 8 FTEs at the secondary schools. The staffing ratios and teacher contact load language (as stated below) will apply to the extent that it does not exceed 8 FTEs:

“The initial District hiring ratio for regular enrollment projections in the high school district shall be as follows:

Grades Seven (7) & Eight (8) - One classroom teacher for each 24.78 students in regular education for schools that have implemented teaming according to Trust Agreement criteria or 25.5 students for schools that have not implemented such teaming.

Grades Nine (9) through Twelve (12) - One classroom teacher for each 26.67 students in regular education.

Teacher Contact Load: (Exempt courses: Typing - limited by stations, Band and Chorus and Independent Study)

Regular class teacher load shall be 130-150 students, unless under unusual circumstances a teacher requests a waiver to exceed 150.”

Funding from the Elementary Parcel Tax, Measure D, provides elementary staffing for two FTEs in consideration of the average of 27:1 compared to 28:1. In years when the two FTEs are not required to reduce class size to 27:1, they will be utilized to provide additional staff to performance improvement schools.

- F. A joint District and Federation class size subcommittee will be formed to address issues, including but not limited to, a long-range phased plan to address district-wide class size issues, including mainstreaming, inclusion, combination classes, and students with diverse needs.

The District and Federation agree to the reconstitution of the class size subcommittee, the purpose of which will be to study and recommend contract language to address the issues of special needs students.

1. Both parties agree to continue deliberation of the Class Size Subcommittee to develop pilot proposals to address issues including but not limited to:
  - a. A differential staffing ratio at sites with high numbers of students with diverse needs.
  - b. A long range phased plan to address district wide class size issues.
  - c. Issues including mainstreaming and combination classes.

A committee will be formed to deal with inclusion issues and SED issues.
2. A study of the impact of various class size reduction scenarios on facilities shall be conducted, with the capacity of sites to be considered.

#### SECONDARY CLASS SIZE

- G. Class size limits: (Exempt courses: Typing - limited by stations, Band, and Chorus and Independent Study)
1. Regular class sizes will range from 26 - 32 students per class.
  2. Physical education classes will range from 30 - 40 students per class.
  3. Up to 20% of the above sections of classes in each school may be above/below these ranges.
  4. Teaching assignments outside these limits as mentioned above in "1" and "2" are to be allowed only:
    - a. as required by law to handle transferring new students;
    - b. by teacher request, with PFT notification.
- H. Teacher Contact Load: (Exempt courses: Typing - limited by stations, Band and Chorus and Independent Study)
1. Regular class teacher load shall be 130-150 students, based on funding from Measure C (see E above), unless under unusual circumstances a teacher requests a waiver to exceed 150.
  2. Physical education class teacher load shall be 150-200 student contacts per day at the comprehensive high schools.
  3. Physical education class teacher load shall be a maximum of 160 student

contacts per day at the junior high schools.

4. A study group shall be established to study adjustment to the hiring ratio and contact load for classes that are station-limited.

I. Implementation Procedure

1. Each department at each school site shall meet with the principal or his/her designee to determine, through a shared decision-making process, where larger and smaller class loads may occur within the constraints of Sections G & H above.
2. Teachers whose situations have not met the above stated criteria shall have the right to have the Federation represent them through the grievance process.

ELEMENTARY CLASS SIZE

J. Class Size Limits:

1. Contingent upon continued State funding and available facilities, the district total number of students per class in grades kindergarten (K) to three (3) shall not exceed twenty (20).
2. Contingent upon continued State funding and available facilities, no single grade kindergarten (K) to three (3) class shall exceed twenty-two (22) students.
3. The district total number of students per class in grades four (4) to six (6) shall not exceed thirty (30).
4. No single grade four (4) to six (6) class shall exceed thirty-two (32) students.

A site-based option is allowed where the teacher could agree to take an additional student instead of having to teach a combination class. Documentation would be provided to the Federation indicating the shared-decision making process if this situation arises.

5. Class loading at each site may be adjusted by agreement of the staff through a shared decision-making process within the parameters described above.
6. The parties agree that Special Day Class students who are integrated into regular education class, "mainstreamed", are placed in those classes based upon their IEPs. These students should be counted in the teacher-student ratio for class-loading purposes. Special Education, Special Day Class, Full Inclusion and other mainstreamed students shall be equitably placed in classrooms. In the case of Special Day Class and Full Inclusion students, there will be a maximum of three (3) students per class. It is understood that

State and Federal Laws for IEP's will take precedence.

It is recommended that "mainstreamed" special day class students be counted as fractions of FTE regular education students as dictated by their IEPs. For example, a student whose IEP specified 40% time in regular education, would be counted as a .40 FTE regular education student in his/her assigned grade. If assigned a 3rd grade with 27.0 regular education students, the 3rd grade would report 27.40 students with an addition of the special education "mainstreamed" student. In this manner, the impact of special day class "mainstreamed" students will be acknowledged in the teacher-student ratio.

This agreement does not imply that the hiring ratio is in any way adjusted by these special education "mainstreamed" students.

7. Combination classes: "Essential standards" for curriculum will be identified for each grade by the K-12 Curriculum Committee.

## **ARTICLE XII**

## **PROCEDURES FOR EVALUATION**

- A. Changes to section A of this Article will continue to be submitted by the Trust Agreement Committee for consideration by both negotiating teams, as per past practice. The process listed in the Decision-Making Resource Guide, consensus model, will be used to define an evidence based evaluation process for all teachers.

Teachers will be evaluated by a Management Team member assigned by the Superintendent or his/her designee.

1. Probationary and temporary unit employees shall be formally evaluated at least twice a year as per the schedule adopted by the District.
2. Permanent employees who have received a satisfactory evaluation shall be formally evaluated once every four years (this is contingent upon the State Board of Education continuing approval of the evaluation model), unless there is significant change in employees' performance. The teacher's overall performance shall be rated as: "Satisfactory" - Meets or exceeds district standards; "Provisional" - Continues to work toward meeting district standards; additional evaluation required next year; improvement plan required; "Unsatisfactory" - Does not meet district standards; additional evaluation required next year; improvement plan required; intensive supervision required.
3. Early in the school year the Management Team member charged with evaluating personnel will conference with those unit employees as to the evaluation criteria set out in the Guidelines For Evaluation Of Certificated Personnel. The unit employee will use the Certificated Evaluation Plan as a self evaluation at the beginning of the year and then share this self-

evaluation with the Management Team Member.

4. Each unit employee shall write an annual Professional Development Plan. The purpose of this plan is to encourage the teacher to stretch his/her own professional expertise, to take professional risks, and to be professionally innovative. The format for the plan will be agreed upon collaboratively with the site administrator. This plan will be submitted to the site administrator no later than 45 working days after the beginning of the school year. Should the teacher not submit the plan on time (absent special circumstances previously discussed with and agreed to by the principal), a Career Enhancement Plan will then be developed by the principal and teacher.

No later than ten (10) days prior to the last day of school unit employees with Career Enhancement Plans will present a year-end report to the site administrator detailing the meetings held with the Professional Development Team during the year and explaining the progress made on the Career Enhancement Plan. This report, along with the Career Enhancement Plan, will be placed in the employee's personnel file.

Each unit employee will form a Professional Development Team. The purpose of this team is to meet periodically during the year to discuss each unit member's Professional Development Plan as well as other professional issues. The list of people on this team will be submitted to the site administrator no later than 45 working days after the beginning of the school year.

The District and the Federation agree on the importance of the quality of the relationship between administrator, teacher, and his/her students. One goal for each unit member being evaluated shall be drawn from that body of awareness and skills commonly referred to as the affective domain.

5. As part of the classroom visitation and evaluation process, a teacher may request that a specific class be observed.
6. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the teacher. Negative comments shall not be included in the evaluation summary statement unless such matters have been discussed with the teacher during the current year.
7. The evaluation shall be in three (3) copies, with a copy presented to the teacher at least thirty (30) days before the end of the school year. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy and that a conference was held. Distribution of the three (3) signed copies is as follows:
  - a. One to be presented to the person evaluated;
  - b. One to be retained in the Management Team member's file;

- c. One to be placed in the employee's file in the Division of Human Resources.
8. The teacher may make such written comments as appropriate to attach to the evaluation.

B. Personal and Academic Freedom

No electronic or mechanical devices shall be used for evaluation purposes without the unit member's consent.

C. Personnel Files

1. The District Administration shall maintain a personnel file for each member of the unit at the District office. This shall be the District's official personnel file for each member of the unit. The file shall be an official repository for materials which affect the status of employment of the unit member. Contents of the personnel file shall be maintained in a confidential manner.
2. Information or statements of a derogatory nature, except material obtained for the purposes of initial employment, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon within ten (10) working days. Prior to its placement in the personnel file, a unit member/designee shall have the right to meet with the Superintendent/designee to review the information of a derogatory nature before a determination of its propriety for placement in the personnel file is made. An employee shall have the right to enter, and have attached to any derogatory material placed in the file, his/her own comments thereon.
3. Information of a positive nature may be placed in an employee's file such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources may also be included in an employee's file. Copies of such material shall be given to an employee even if not entered in the file.
4. The personnel file of an employee shall be made available for review by the employee except for confidential material obtained for the purposes of initial employment. If desired, the employee may be accompanied by a representative while conducting this review, or the employee may authorize the representative, in writing, to review the materials independently. The examination shall be made in the presence of the Assistant Superintendent of Human Resources or a designee.
5. An employee shall have the right to inspect his/her personnel file upon request. The review must occur at a time when the employee is not actually required to render service to the District in all cases, except those detailed in

the section regarding derogatory information.

6. Anonymous material shall not be placed in the personnel file, i.e., no materials shall be entered in the unit member's file which do not bear the author's signature and date of writing.

D. Public Charges

In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort should be made to resolve a complaint at the earliest possible stage and as quickly as possible.

1. Complaints concerning school personnel should be made directly by the complainant to the person against whom the complaint is lodged. Parents/guardians are encouraged to attempt to orally resolve concerns with the unit staff member personally. If the complaint is not resolved, the complainants are requested to reduce the charge to writing to the school principal. The school principal shall immediately forward a copy of the complaint to the unit member.

A written complaint must include the name of each unit member involved and a brief, but specific, summary of the complaint and the facts surrounding it. It shall include the date on which complainant discussed the issue with the unit member.

The parties to this agreement shall maintain the confidentiality of charges brought against a unit member. Confidentiality shall be maintained while the principal is conducting his/her preliminary investigation.

During the preliminary investigation, the principal shall hold a conference with the unit member and complainant in an attempt to resolve the complaint to the satisfaction of the person(s) involved. If the complaint is resolved, the principal will so advise all concerned parties, including the Superintendent or designee.

2. If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal shall refer the written complaint, together with a report and analysis, to the Superintendent or designee. The Superintendent/designee shall review the matter and meet with either party individually or collectively upon request of the party or the Superintendent/designee. The Superintendent/designee will issue a decision in writing which may be appealed either by complainant or unit member to the Board within ten (10) calendar days.

The Board shall not address the complaint either in Closed or Open Session, unless the Board has received the Superintendent/designee's written report. The Superintendent/designee's report shall contain, but not be limited to:

- a. The name of each unit member involved;

- b. A brief, but specific, summary of the complaint and the facts surrounding it, sufficient to inform the Board and the unit member(s) as to the precise nature of the complaint and to allow the unit member(s) to prepare a defense.
- c. A copy of the signed original complaint.
- d. A summary of the action taken by the Superintendent/designee, with his/her specific finding.

All parties to a complaint, including the school administration, have the right to attend a Board meeting or part of such meeting for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue.

Complaints concerning a unit member shall be addressed in a Closed Session of the Board unless the unit member requests that the issue be addressed in Open Session. If the complaint involves a student, permission for an Open Session must also be obtained in writing from the student's parents or guardian.

- 3. If a complaint involves an issue which the law requires to be referred to another agency for investigation, the complaint will be so referred and this article shall not apply.

### **ARTICLE XIII**

### **FEDERATION RIGHTS**

- A. The Federation shall have the right to transact organization business on school property at all reasonable times, provided that it does not interfere with or interrupt class or other normal school operations. Such rooms or other appropriate meeting facilities shall be made available as provided by law, to the Federation without charge.
- B. The Federation shall have the right to post notices of activities and matters of business and concern to teachers on designated teacher bulletin boards.
- C. Representatives of the Federation shall have the right to visit the schools. Such representatives shall make known their presence to the appropriate authority in the school. Such visits shall be scheduled such that there is no interruption to classes or the normal school operations.
- D. Copies of the agenda for all regular meetings of the Board of Education shall be available to the Federation.
- E. Copies of public District bulletins which relate generally to teachers shall be available to the Federation.

- F. Copies of the minutes of regular Board of Education meetings shall be available to the Federation.
- G. Payroll deduction of dues for members of the Federation shall be made. The Federation agrees to submit all necessary forms and information required by the Business Division.
- H. Professional Standards
1. As mandated by Government Code Section 3543.2(b), the parties have met and negotiated in good faith regarding alternative methods of dealing with cases of unsatisfactory actions by a unit member, in the performance of professional duties, short of implementing the dismissal procedures contained in Education Code Section 44941.
  2. The purpose of this section is to promote high professional standards by providing a corrective and remedial sequence of steps as a means of assisting unit members if the need arises. This section represents a method of dealing with cases of unsatisfactory performance of professional duties short of outright termination.
  3. It is the intent of the parties that a unit member charged with unsatisfactory actions be accorded the following rights in the implementation of this section:
    - a. A full and complete statement of the charges (Item 6),
    - b. The opportunity to be represented by the Federation and/or other representation of the teacher's choice (Items 7 & 8),
    - c. The opportunity to rebut the charges through the submission of evidence or testimony (Items 7 & 8),
    - d. The right to appeal, as outlined in this section (Item 8).
  4. Under the provisions of this section, the unit member shall not be cited without just cause as defined below. It shall be the practice of the District to give an informal, verbal warning before implementation of the formal procedures contained in this section, except in cases of more serious incidents.
  5. Under this section, the District may take action for alleged unsatisfactory actions in the performance of professional duties only in the following cases:
    - a. Violations of District policy, regulations or the general code of ethics and conduct expected of professional educators,
    - b. Abusive behavior, of a physical or verbal nature, toward students, fellow employees or the public while performing school-related activities.
    - c. Failure to perform obligations under the contract.

6. To initiate the formal procedures of this article, the Superintendent, or his/her designee, shall notify the unit member and the Federation in writing of the alleged unsatisfactory action. Neither this notice, nor any other written record pertaining to this section, shall be placed in the unit member's personnel file until he/she has had an opportunity to respond in writing. The response of the unit member shall be appended to the District document.
7. Following written notification of the alleged unsatisfactory action, a conference shall be scheduled to discuss the matter. The conference shall include the unit member, a Federation representative, the principal or immediate supervisor, and the Superintendent or his/her designee.

Within five (5) working days following the conference, the Superintendent or his/her designee shall notify the unit member and the Federation in writing of the action to be taken by the District.

8. The progressive actions that may be taken by the District shall be limited to the following. All these actions must be taken in order and none may be bypassed except in cases of the most serious actions, e.g., abuse of students, occasions of use of alcoholic beverages or other drug abuse which makes the unit member unfit to instruct or associate with children, etc. The notification and conference procedures described above shall precede each of the progressive District actions.
  - a. A written warning, with suggestions for correction of the problem.
  - b. A second written notice, which will serve as "probation" for a specified period of time during which the unit member may correct the problem.
  - c. Suspension without pay for a specified period of time which is not to exceed a maximum of five work days.
  - d. Should the unsatisfactory action be repeated within eighteen (18) calendar months, the District may elect to continue at progressive action (c).
9. The unit member and the Federation may elect to appeal the progressive action to be taken by the District on the basis that such action is unwarranted. The notice of appeal shall be delivered to the Superintendent, or his/her designee, within five (5) days following the communication from the District concerning the action to be taken. Upon notice of appeal, such action shall be stayed pending the appeal process. The appeal process may take either of the following forms:
  - a. The unit member and the Federation may request that an appeal panel be convened. The panel shall consist of a teacher selected by the unit member and the Federation, an administrator selected by the District and an impartial party selected by the other two.

The appeal panel shall hold an informal hearing solely for the purpose of determining whether the progressive action to be taken by the District is warranted. The decision of the panel shall be binding on all parties. Expenses related to the impartial third party shall be equally shared by the Federation and the District. Other expenses shall be the responsibility of the party incurring them.

OR

- b. The unit member and the Federation may invoke the provisions for binding arbitration given in Article XIV, Grievance Procedure (Level V). The sole responsibility of the arbitrator, in this instance, shall be to determine whether the progressive action to be taken by the District is warranted. The decision of the arbitrator shall be binding on all parties.

I. Organizational Security

1. Each member of the bargaining unit, shall as a condition of employment, maintain his/her membership in good standing for the duration of the written agreement or join the Petaluma Federation of Teachers or pay to the Petaluma Federation of Teachers a service fee in an amount not to exceed the standard initiation fee, period dues, and general assessments of the Petaluma Federation of Teachers. Those who choose not to become members of the Federation shall have deducted from their salary warrant the amounts due for each month of the school year beginning in September and concluding in June.
2. The Petaluma Federation of Teachers shall notify the District of the appropriate amounts and any changes thereto in writing. In no event shall the amount of such fee exceed the amount of dues, initiation fees, or regular assessments of the Petaluma Federation of Teachers' members.
3. Teachers who are employed half-time or less and are paid on the teachers' salary schedule shall pay one-half of the allotted fee in the manner described above.
4. The Federation shall submit all necessary forms and information to the Payroll Division.
5. The District shall remit the appropriate amount deducted to the Federation every month.
6. The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this organizational security agreement.
7. By mutual agreement with the Federation, any teacher who, because of religious beliefs and/or on grounds of conscience, cannot pay fees to a union

may select either the United Way or scholarship funds at Casa Grande or Petaluma High School, and the Federation shall contribute the amount received each month to that charity.

If the Federation and a teacher are not in agreement concerning the stated prohibition against paying monies to a union, the teacher may appeal the matter in writing to the Superintendent or his/her designee. In such case, an appeal panel shall be convened. The panel shall be composed of the Superintendent or his/her designee, the President of the Federation or his/her designee, and a third party chosen by the other two panel members. The decision of this panel shall be binding on all parties.

8. Although payment of the organizational security fee is a condition of employment, the Federation hereby waives its rights to require the discharge or discipline of bargaining unit members who do not conform to this agreement.
9. The provisions of this section shall not become effective until mutually ratified by the parties. It is further agreed that, for purposes of ratification by members of the bargaining unit, this section shall be severed from all other matters subject to ratification by virtue of a separate ballot. Details regarding this severed ratification process shall be established by the parties.
- J. PFT President released to conduct Federation business will be at no cost to the District. The District will invoice PFT annually based on Column III Step 3 on the salary schedule, plus employer and health benefits for that portion of an FTE that represents the leave. The present PFT President will return to full time service upon retirement as president with no loss of seniority or service years.
- K. Temporary Teacher Assignments

Each school year, the District will offer temporary teaching assignments equal to the number of regular unit members currently on leave. The District may also advertise and offer positions as probationary in cases of special need. As a result of increasing enrollment and/or attrition, individuals employed on temporary contracts may later be offered probationary status. District decisions concerning the offer of probationary contracts will be based upon the following criteria:

- Projected staffing needs, i.e., grade level/subject
- Evaluations received by the temporary teachers
- Recommendations by administrators and members of the teachers' bargaining unit
- Credentials held by the temporary teacher, i.e., grade level/subject

- Seniority in the District
- Supply and demand in the profession.

A copy of this section will be shared with each teacher on temporary contract to provide better communication regarding decisions concerning probationary positions. Each fall or spring, the Superintendent, or her/his designee, will share information with the Federation concerning the number of unit members on leave and the number of teachers under temporary contract.

Upon request, the Superintendent, or his/her designee, will meet with individual teachers and/or representatives of the Federation in order to discuss decisions concerning movement to probationary status.

L. Tuition Reimbursement for Professional Preparation of Secondary Teachers

The parties recognize that declining enrollment reduces the variety of class offerings available to students and has the potential for bringing about layoffs of unit members. Those unit members who would be most subject to the possibility of layoff are those with limited credentials, i.e., single subject or elective area only. In addition, teachers holding general secondary credentials may be assigned to a new subject area.

In order to enhance the job security of these unit members, the District and the Federation have come to the following agreement: The District will reimburse secondary teachers with limited credential flexibility for tuition expenses pursuant to expanding their teaching capabilities. Such tuition reimbursement will be limited to the amount levied by the California State University system and application must be made through the Superintendent, his/her designee, or the Federation.

M. District Budget Committee

The District Administration and the Federation agree to the continuation of the District Budget Committee. The committee will be composed of representatives chosen by the Petaluma Federation of Teachers, Petaluma Administrators' Association, California School Employees Association, Petaluma Chapter #212, and Petaluma Confidential Employees. The Committee will be co-chaired by organization representatives and the Assistant Superintendent for Business Services.

The District Administration and the Federation agree to provide reasonable release time for members of the Committee to meet.

The Committee will:

1. Receive training in budget analysis;
2. Review budget categories and make recommendations for changes;

3. Monitor budget process throughout the year;
4. Make periodic reports to Federation members and to the Board of Education on status of the budget.

## **ARTICLE XIV**

## **GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" is an alleged violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in District policy or administrative regulations or procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies, rules and regulations of the Board of Education, or by the Administrative regulations and procedures of this school district are not within the scope of this procedure.
2. A "grievant" is the Federation or any member of the bargaining unit covered by this contract with an alleged grievance.
3. A "day" is any day in which the central administrative offices of the Petaluma School Districts are open for business.
4. The "immediate supervisor" is the lowest level administrator, having immediate jurisdiction over the grievant, who has been designated to adjust grievances.

### **B. GENERAL APPLICATIONS**

1. An employee may be represented in all stages of the formal grievance procedure by himself/herself, or, at his/her option, by a representative of his/her choice. The Federation shall be notified of any grievance matter reaching Level II.
2. The Federation may present, process, or appeal a grievance matter concerning any article in this contract with the exception of Article XX, Shared Decision-Making.
3. All decisions or adjustments of any grievance shall be consistent with the provisions of this Agreement.
4. Failure to appeal a decision at any level within the time limit specified constitutes acceptance of the decision.
5. Failure to communicate the decision of a grievance at any level to this procedure within the specified time shall permit an appeal at the next level of this procedure. However, time limits as specified may be extended at any

time by mutual agreement in writing.

6. No supervisor shall be required, within a five-day period, nor the Superintendent or his/her designee, within a ten-day period, to handle more than one grievance. If more than one grievance is pending during these time limitations, time limits imposed upon the employee shall be extended correspondingly.
7. Time limits for appeal provided at each level shall begin the day following receipt of written decision by the parties in interest.

C. PROCEDURE

1. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by a private, informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limits invalidates the grievance.

2. Formal Level

a. Level I

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

In the event that a number of unit members have the same grievance, the Federation may file a single grievance on behalf of all the complainants involved.

This statement shall be a clear, concise statement of the alleged grievance, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference.

b. Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within ten (10) days to the Assistant Superintendent of Human Resources. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Assistant Superintendent of Human Resources, shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent of Human Resources may request a personal conference within the above time limits. If the Assistant Superintendent of Human Resources does not respond within the time limits, the grievant may appeal to the next level.

c. Level III

If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision in writing to the Superintendent or his/her designee. 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.

The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) days.

d. Level IV

In the event that the grievant is not satisfied with the decision of the Superintendent or his/her designee, he/she may appeal the decision in writing within ten (10) days to the Board of Education.

The Board of Education shall issue a written decision within fifteen (15) days.

e. Level V

If the grievance is not resolved satisfactorily at Level IV, the grievant may, within ten (10) days after the decision by the Board of Education, submit the matter to binding arbitration. This can only be done with the concurrence of the Federation.

Procedures for Binding Arbitration:

1. The arbitration proceedings shall be conducted by an arbitrator to be selected by the District and the Federation within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) days, the California State Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The order of striking shall be determined by lot.
2. The arbitrator shall hold a hearing, if possible, within ten (10) days of his/her appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted.

3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
4. Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to, the provisions of this Agreement.
5. The fees and expenses of the arbitrator shall be shared equally by the District and Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the school day, a reasonable number of teachers required to participate as witnesses or grievants in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
6. The decision of the arbitrator, consistent with the language of this section, shall be binding on both parties. In the event of a financial award, the amount shall be limited to \$5,000. This provision does not apply to matters for which a specific method of review is provided by law.
7. Documents dealing with the processing of a grievance shall be separate from the personnel files of the participants.
8. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

## **ARTICLE XV**

## **CONCERTED ACTIVITIES**

- A. It is the intent of the District Administration and the Federation that all provisions of this Agreement shall be adhered to by both parties.
- B. The Federation agrees that all members of the bargaining unit shall perform all duties normally associated with their positions, and there shall be no strike, slowdown, "work-to-rule", sick-out, or any other failure to perform required duties.
- C. The District Administration agrees there shall be no lock-out, or other action tantamount to lock-out, against members of the bargaining unit as a result of bargaining difficulties between the parties.
- D. In the event of a violation of paragraph "B" above, the Federation agrees to advise the parties concerned to cease such action. The District Administration may

withhold any right granted by this Agreement or by other provisions of District policy or regulations from those employees committing the violation, or from the Federation should it be guilty of the violation.

- E. In the event of a violation of paragraph "C" above, the District Administration agrees to cease such action. Should the violation not be corrected, the Federation and members of the unit are released from their obligations under this article, and bound only by the requirements of state law.

#### **ARTICLE XVI**

#### **SUPPORT OF AGREEMENT**

- A. The District Administration and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.
- B. Therefore, it is agreed that the District Administration and the Federation will support and abide by this Agreement for its term and will not seek to change its provisions other than through the meet and negotiation process.

#### **ARTICLE XVII**

#### **SAVINGS**

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- B. In the event that certain provisions have been found to be contrary to law and consequently deemed invalid during the duration of this Agreement, the parties agree to meet and negotiate on the issue(s) affected within thirty (30) days.

#### **ARTICLE XVIII**

#### **COMPLETION OF MEET AND NEGOTIATE**

- A. During the term of this Agreement, the District Administration and the Federation shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Federation at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- B. With regard to personnel matters which are legally within the scope of negotiations affecting members of the bargaining unit which are part of Board policy and not part of this Agreement, the District Administration indicates it is not its intent to change such policies for the duration of this Agreement. However, should the District Administration determine the need to make changes in such policies during the duration of this Agreement, the District Administration agrees, upon request of the Federation, to meet and negotiate regarding such changes.

- C. The District Administration and the Federation agree that with regard to the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, to the extent such matters are within the discretion of the public school employer under the law, the Federation shall have the right to consultation if it so requests.
- D. The parties agree to an interest-based approach to negotiate proposed changes in Board Policy, which are within the legal scope of negotiations.

The District will provide copies to the Federation of all Board Policies at least one week prior to the first reading to the Board.

## **ARTICLE XIX**

## **PEER ASSISTANCE AND REVIEW**

A PAR Committee will submit an annual budget and recommendations reflecting the current reality of the PAR program to the Negotiating team. During the 2007/08 school year the Committee will bring this Article in line with current practice.

### A. Program Components

There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "Program") for all unit members who have responsibility for a full classroom of students (unit members who appear to be excluded are nurses and speech pathologists). The Program shall have two distinct components:

1. Permanent Teacher Intervention Program
  - a. This component of the Program shall provide intervention to permanent teachers who receive an "unsatisfactory" evaluation.
  - b. Performance goals for a participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with section 44662 of the California Education Code.
  - c. This Program shall not deal with teachers' employment issues which arise from accusations of misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article XII (Evaluation) of this Contractual Agreement.
2. Volunteer Teacher Assistance Program

Any teacher desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

- a. The PAR Panel shall have the authority to accept or reject such referrals.
- b. If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

B. Peer Assistance and Review Panel

1. The Program shall be governed by the PAR Panel composed of two District members and three P.F.T. members (at least one elementary teacher and at least one secondary teacher). Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least three (3) members. Teachers on the panel will be selected by the Federation. Administrators will be selected by the District Administration.
2. The PAR Panel shall be responsible for:
  - a. Meeting at least four (4) times annually to review the work of the coaches with their caseloads;
    1. Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.
  - b. Developing the budget for the Program is subject to Board approval;
  - c. Any decisions about eligibility for the Program;
  - d. Selecting peer coaches commencing 2000/01. Coaches shall be selected by a majority of the panel. The selection process shall include provisions for classroom observation of the candidates for coach by the panel.
  - e. Evaluating peer coaches and their documentation;
  - f. Accepting or rejecting voluntary requests for assistance from individual teachers per section A.2.a. above;
  - g. Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Board of Education;
  - h. Selecting its own chair; and
  - i. Reviewing coaches' interventions.

3. A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest.

If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to section B.1. above.

4. Teachers who are members of the panel shall receive a minimum of 5 release days to conduct panel business.

#### C. Peer Coaches

1. Peer Coaches shall be credentialed classroom teachers with permanent status. Coaches shall have substantial recent experience in classroom instruction (at least five years). They shall have demonstrated exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. Peer Coaches shall be released part-time or full-time to work in this program.
3. The number of coaches to be released shall be determined by the number of eligible evaluatees and available funding.
4. All Peer Coaches are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the coach's personnel file except upon the express written request of the individual coach.
5. Peer Coaches shall have responsibility for up to a maximum of 15 teacher evaluatees, each of whom shall receive at least 20 hours of personal contact per semester; the number of evaluatees assigned is at the discretion of the Peer Assistance and Review Panel.
6. Peer Coaches shall have a 185-day work year scheduled by the PAR Panel.
7. If there is a need for a Lead Coach, the Lead Coach would be responsible for up to 10 evaluatees; this reduced workload shall be in recognition of additional responsibilities which shall include, but not be limited to, scheduling the work of the peer coaches and facilitating the work of the PAR Panel.
8. At the conclusion of their service, Peer Coaches shall have return rights to a position for which the individual is qualified at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.

#### D. Permanent Teacher Intervention

1. The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" by the principal, or who volunteer to participate in the Program. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.
2. The prime focus of this Program is to provide assistance and renew quality teaching.
3. Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the peer coach to begin the development of an Improvement Plan. If the permanent teacher so desires, P.F.T. shall provide representation in this meeting.
4. Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
  - a. Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., he/she shall copy the coach who shall report the same to the Panel.

Employee rights as described in Article XII, C Personnel Files, D Public Charges, and Article XIII, H Professional Standards, of this document will continue to apply.

5. During the period of assistance, the permanent teacher's review shall be the joint responsibility of the Peer Coach and the Panel with communication and consultation of the principal. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to Article XII (Evaluation) of this Agreement.
6. The assistance shall be provided by the Peer Coaches under this article and shall be closely monitored by this Program's governing Panel.
7. The Peer Coach will share all written and verbal reviews during a conference with the teacher at least once every six weeks. A copy of the written reviews will be provided to the principal and the Panel.
8. At the same time reviews are reported to the Panel regarding referred teachers' performance, the Peer Coach will provide an oral report and all

written documentation regarding the progress of the referred teacher in the permanent teacher intervention program.

- a. The teacher and principal may, at their discretion, be present for the Peer Coach's final presentation and will be given an opportunity to respond to the report.
9. The course of assistance shall include one or more of the following:
- a. Multiple classroom observations by the Peer Coach;
  - b. Assistance specific to the criteria which has been evaluated to be "unsatisfactory";
    1. Or other areas deemed in need of assistance by the coach during the period of assistance.
  - c. Opportunities for the teacher receiving assistance to observe exemplary practice either by the Peer Coach or other exemplary teacher;
  - d. District provided professional development opportunities;
  - e. Conference attendance, often in the company of the peer coach to facilitate reflection on how this experience fits into the Improvement Plan;
  - f. Other forms of assistance which the peer coach and the Panel may provide; and
  - g. The parties understand that every possible subject matter competency may not be available within the corps of Peer Coaches, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the improvement plan but may function more like a case carrier who assures the availability of appropriate resources.
10. a. At the conclusion of the year of remediation, the Panel shall decide that:
1. Either the permanent teacher is now "satisfactory", and the principal shall evaluate the unit member the next year, or
  2. The permanent teacher is still unsatisfactory but deemed by the panel to be making sufficient progress to continue in the process for a second year, or
  3. The Panel and peer coach do not consider that further assistance and remediation will be successful with reasons

in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the principal for evaluation the next year.

- b. The decision of the Panel shall be reported to the permanent teacher, the coach, the principal and the Board of Education.
11. The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the coach, the principal, the permanent teacher and/or P.F.T. representative who is assigned.
    - a. The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.

E. Permanent Teacher Due Process Rights

1. The permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
2. The permanent teacher shall have a right to be represented by P.F.T. in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
3. The permanent teacher shall have the right to timely reports of progress being made.
4. The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered by the panel.
5. This Program in no manner diminishes the legal rights of bargaining unit members.

F. Miscellaneous Provisions

1. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
2. This program shall be a partnership program. In addition to the District and P.F.T., the parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this

partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches and review panel members.

3. Expenditures for the Program shall not exceed revenues received from BTSA funds and funds made available through passage of AB1x (1999, Villariagosa or successor legislation) excluding the allowable administrative cost.
4. At the conclusion of the 2000/01 fiscal year, if revenue exceeds expenditures the parties shall meet to determine the allocation of the surplus.
5. Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the Program.
6. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villariagosa) or successor legislation.
7. Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
8. Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
  - a. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.
9. The Peer Assistance Program shall be reviewed annually.
10. The District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c).
11. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and coaches may disclose such information only as necessary to administer this article.

The Federation and District Administration agree that teachers, as experienced professionals, should be involved in making those decisions which affect their professional lives. It is further agreed that the procedures and concepts outlined in the Decision-Making Resource Guide, as revised spring 1997, will be followed at both district and site levels.

The Federation and District Administration agree to jointly plan and present an annual workshop for new teachers and administrators using the Decision-Making Resource Guide.

## **ARTICLE XXI**

## **POST RETIREMENT EMPLOYMENT**

Teachers who have retired from Petaluma City Schools or with STRS are placed in a distinct class of temporary teachers and shall be classified as a "Retired Temporary Teacher". Teachers in this classification shall be covered by all Articles of this Agreement except as specified in Article XXI.

### 1. Contract Status

The service of a Retired Temporary Teacher shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, classification as a permanent employee of the District and are subject to the Ed Code sections related to Temporary Employment Status.

### 2. Wages

A Retired Temporary Teacher shall be placed on the salary schedule one step above the step and column they were on at the time of their retirement or top step. Advancement in the salary schedule will be consistent with that of a permanent employee.

### 3. STRS Contributions

No STRS contributions are made on behalf of the Retired Temporary Teacher by the District or by the teacher if they have already retired with STRS.

### 4. Health and Welfare

A Retired Temporary Teacher shall not be eligible for health and welfare benefits other than those selected at the time of their retirement.

### 5. Sick Leave

A Retired Temporary Teacher shall accrue sick leave however unused days will not be credited toward their STRS retirement benefit.

6. Transfer Rights

A Retired Temporary Teacher shall not have transfer rights within the District.

7. Procedures for Evaluation

A Retired Temporary Teacher shall not be subject to the evaluation process.