

COLLECTIVE BARGAINING AGREEMENT


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


AND

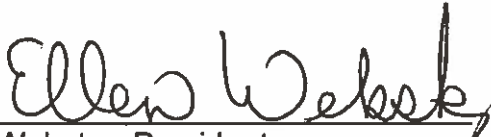
THE PETALUMA FEDERATION OF TEACHERS  
LOCAL 1881 CFT/AFT

JULY 1, 2019 – JUNE 30, 2022

  
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Board Approved: November 12, 2019

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## **ARTICLE I**

## **AGREEMENT**

- A. THIS AGREEMENT, hereinafter referred to as the "Agreement" entered into this 12th day of November, 2019, by and between the PETALUMA CITY ELEMENTARY AND JOINT UNION 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 from July 1, 2019 through June 30, 2022.
- D. Negotiations reopeners for the 2020-21 and 2021-22 fiscal years shall be Article V, Wages; Article VII, Health and Welfare; as well as up to two additional Articles, 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 "unit members".

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

### **ARTICLE V**

### **WAGES**

#### A. Salary Schedule

##### Effective July 1, 2019:

- The salary schedule will increase by an equivalent of 3.8%.
- The Masters Stipend will increase to \$1,400.
- The Doctoral Stipend will increase to \$2,400.

#### B. Early Retirement Option

Reference attached MOU # 1 A & B.

#### C. Parity Salary Adjustment

Reference attached MOU # 2.

A study and calculation of parity will be taken on February 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 master's adjustment".

D. Athletic and Non-Athletic Special Assignments

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".

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.

The District will send notification to any members receiving a stipend and a list of all District and site stipends to the Federation by October 31<sup>st</sup>.

E. Certificated Special Assignments

In the event a certificated position is created for a special assignment not already specified within contract language, the Federation president or designee will be notified by the Assistant Superintendent of Human Resources or designee. Certificated special assignment positions are temporary positions. Prior to the posting of any certificated special assignment position, the Federation and District shall jointly create a Memorandum of Understanding (MOU) that will clearly define the funding source(s), term, rate of pay, re-assignment of member at completion of the special assignment (if applicable), immediate supervisor, job description, and hiring process.

F. 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 paid on the Counselor Salary Schedule based on 196 days.

All counselors will prepare for Administration review, a draft work year calendar in advance that includes all work days for the following year. This work calendar must be agreed to by the Counselor and Site Administrator prior to the beginning of the school year and upon approval, will be submitted to Human Resources.

The salary schedule for counselors shall be attached to this Contract.

In the event that a counselor is on leave, the District will make every effort to identify and hire a qualified long-term substitute to fulfill the counseling position until the employee returns from their leave.

1. High School Lead Counselor

Lead Counselors shall have an extended work year consisting of sixteen (16) additional workdays beyond the normal counselor work year. Lead Counselors will be paid on the Lead Counselor salary schedule based on 212 days. Lead Counselors shall have scheduled workdays in each month from July 1 through June 30 and will receive their salary in twelve (12) payments. Lead Counselors shall fulfill the essential duties and responsibilities defined in the job description for Lead Counselor.

2. Junior High Lead Counselor

Lead Counselors shall have a stipend with a percentage of 6.0 (see Exhibit "D") and will be paid on the Counselor salary schedule based on 196 days.

G. Extended Year Unit Members

Extended year unit Members may be assigned to a position when the program requires year-round supervision of students and attendance at student program activities, not scheduled by the school district and occurring outside of the regular school work days. These days may be on weekends, during winter or spring breaks, and/or during the summer.

Extended year unit members must maintain and submit a work calendar to Human Resources showing the extra days worked and the nature of the activities performed.

Extra compensation at the rate of 20% of the base pay shall be granted for the additional work. Workdays shall total 120% of the normal workdays for full-time unit members.

Annual evaluation of this extra assignment, by a joint PFT-District committee of four, will occur by the end of January of each year and will be based on the documentation provided by the unit member and the recommendation of the site principal or principal's designee. The joint committee of four will bring the recommendation for authorization to continue to the bargaining table for agreement.

H. National Board Certification

Unit members 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 \$1,400 annually. Upon proof of certification to the

Human Resources department, the annual stipend will be divided on a monthly basis and shall be paid by month during the work year.

Further, any unit member 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. Unit Members renewing their certification will be eligible for five days of school business leave to prepare the required portfolio.

To be eligible for school business leave as provided above, the unit member must submit written proof of program enrollment and a portfolio development plan and deadline. In the event that a unit member is enrolled in such program prior to employment by the District, entitlement to days will be prorated based on the time remaining in the program.

If school business leave is used by a unit member under this section, but the unit member does not complete and receive certification within one full year after the above specified deadline, then any school business leave days will be replaced by the unit member's personal necessity leave.

If the unit member does not renew their certification, the stipend for this will be eliminated effective the first of the month following the expiration of the certification.

#### I. Salary Schedule Placement

1. Original placement on the salary schedule (EXHIBIT "B") shall be made by the District on the basis of units earned after the date a Bachelor's Degree has been conferred, documented by official transcripts verifying semester graduate units (or quarter unit equivalent) from accredited colleges or universities and certification of experience for purposes of evaluation submitted to the District at the time of employment.
2. A CTE teacher may be a non-degree teacher who holds a valid Designated Subjects Career Technical Education Credential, and who is employed to teach CTE under this credential.

Salary schedule placement for teachers with a Designated Subjects Career Technical Education (CTE) Credential without a Bachelor's Degree, shall use the same salary schedule (EXHIBIT "B") as classroom teachers, and shall be placed as having a Bachelor's Degree for purposes of original placement on the salary schedule.

A CTE teacher who possesses or obtains a Clear Designated Subjects CTE Credential will be placed in column II, at the appropriate step based on years of experience, of the salary schedule.



If a teacher has both a Designated Subjects CTE Credential and a Teaching Credential, then placement on the salary schedule shall be in the step and column that is highest based on each respective credential type.

3. 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.

Experience in the private sector shall be accepted for the positions of School Nurse, School Psychologist, Speech and Language therapist and Career Technical Education teacher.

4. The Board of Education may amend, suspend, or adjust any individual salary of an employee, or provisions therein if an error has been made.
5. 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. Unit members who intend to meet the semester unit requirement (or quarter unit equivalent) of a higher column on the salary schedule, or who intend to earn an advanced degree, must submit to Human Resources on or before February 1 a "Petition to Advance on Salary Schedule" form.

The required units must be completed, and/or the advanced degree awarded, on or before September 1 of the ensuing school year. The official transcripts must be submitted to Human Resources on or before October 1 of the ensuing school year. Advanced salary placement will be made subject to the receipt of official transcripts by the October 1 deadline. "Petition to Advance on Salary Schedule" forms are available in Human Resources.

2. Units earned and applied toward advancement from one column to another must be upper division units, graduate units, or continuing education units and hours from an accredited institution.

The following pro-ration will be applied:

Quarter unit x .667 = prorated semester unit  
Continuing Education Unit x .667 = prorated semester unit  
Continuing Education Hours / 15 = prorated semester unit

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 unit member in order to advance on the salary schedule (EXHIBIT "B") and/or to fulfill District requirements shall be planned and agreed upon by the unit member 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 column advancement on the salary schedule:
  - a. Units shall not be awarded for training or coursework provided by the District unless approved in advance by the Committee on Special Assignments.
  - b. Units shall be in upper division or graduate course work and from an accredited university or college except as in (c) below.
  - c. Lower division units may be substituted if prior approval is received from the Superintendent or his/her designee in writing.
  - d. Credit may be given for non-traditional courses or travel. Unit members 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 advance to the higher column subject to the receipt of the specified travel documentation.
  - e. Course work shall be within the present teaching assignment; OR
  - f. Course work shall be directly related to the improvement of the teacher's present assignment; OR
  - g. Course work shall be preparing the unit member for a proposed shift in job assignments (prior written approval from the Superintendent or his/her designee is required); OR
  - h. Course work shall be to enhance the communication and/or psychological skills used in teaching.
5. It shall be the responsibility of unit members to notify Human Resources promptly of courses completed, degrees and credentials earned. The information shall be used as part of the determination of "credential and competency" in unit members placement decisions including reduction in force.

6. A unit member, for advancement on the salary schedule, shall be limited to one column advancement per year.
7. 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 unit member 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 unit member 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 unit members are required to be on duty for the school year.

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

L. Salary Warrants

The number of salary warrants per year is dependent upon the school calendar. Equal salary warrants will be issued for each month in which service is provided.

Any unit member receiving fewer than twelve (12) salary warrants may elect deferred net pay (DNP). This election can only be done at the time of hiring or changed by June 30 for the following school year.

M. Deductions/Direct Deposits from Salary Warrants

1. Deductions required by law shall be made from unit members' 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.
  - d. Medicare.

2. Deductions required by the District shall be made upon unit members' warrants as follows:
  - a. State Teachers' Retirement System - all unit members 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.
  - b. Public Employees' Retirement System (PERS) – all unit members who are members of PERS shall have the amount required by the system withheld from their warrants. Additionally, these unit members shall have contributions withheld in the amount required by the Federal Insurance Contributions Act (FICA/Social Security).
3. Deductions authorized by the unit members shall be made from unit members' warrants, upon receipt of a written authorization from the unit member, 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. 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.
4. Deduction for erroneous overpayment: 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.

In accordance with law, the District is required to recoup any erroneous overpayment for generally up to four years from the date when the overpayment was discovered. The failure to recover an overpayment of wages could constitute a gift of public funds in violation of the California Constitution, Article XVI, Section 6.

5. Direct deposits: may be made monthly for the following payroll savings plans:
  - a. Teachers' Credit Unions;
  - b. District-qualified tax sheltered annuity and tax deferred retirement plans. Through a third party administrator, the unit member may enroll in such plan(s) per IRS Regulations 403(b) and/or 457;
  - c. Redwood or Community First Credit Unions.
  - d. Any nationally recognized bank.

N. 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. All travel reimbursement claims for the fiscal year shall be submitted with thirty (30) calendar days of the close of the fiscal year (June 30).
2. The mileage rate for unit members required to use their own cars shall be at the IRS approved rate.
3. The mileage reimbursement and/or actual and necessary traveling expenses shall be granted unit members 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.

O. 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 unit member 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.

Each site will use the Shared Decision-Making model to determine emergency class coverage at the beginning of each year.

Substitute Shortage: In the event that a substitute teacher is not available, the daily substitute pay will be apportioned to those unit members who are required to teach additional students. Days and apportionment shall be tracked and recorded at the site and paid at the end of the school year.

## ARTICLE VI

## HOURS OF EMPLOYMENT

### A. Work Year

The work year shall be 186 days for unit members other than Counselors, Lead Counselors, Extended Year Teachers, Psychologists, Nurses, and Speech Therapists.

The 186 day work year shall consist of 180 regular classroom teaching days.

Of the remaining six days, the equivalent of two days shall be scheduled unit member work days. Those two days shall be scheduled at the beginning of the school year for elementary unit members. For secondary unit members, the equivalent of one workday shall be scheduled at the beginning of the school year and one workday shall be scheduled during the school year.

Of the remaining six days, there will be an equivalent of four days for professional development and/or staff meetings. The exact placement of these days will be determined by the District Calendar Committee. The professional development days will be designed by the Professional Growth and Learning Committee. Both placement and design will use the Shared Decision-Making model.

1. The work year for psychologists, nurses, and speech therapists shall consist of 193 working days. The additional work days will be scheduled by the supervisor in consultation with the individual unit member.
2. Unit members who are new to the Petaluma School District(s) shall have one additional orientation day at the beginning of the school year. The activities planned for orientation days and inservice days shall be at the discretion of the District and in compliance with AB 119.
3. Unit members 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.
4. Full time Independent Study Unit Members have an eight (8) hour work day.
5. Members of the bargaining unit, other than classroom unit members, may have a lengthened work year as indicated in Article V.

Unit members whose attendance is expected at District meetings shall be given a minimum of two workdays written notice of the meeting time and day, as well as notification of any subsequent changes.

B. Professional Responsibilities

A joint committee will be formed to discuss and develop recommendations regarding professional responsibilities of unit members outside of their regular workday such as bus duty, student supervision at dances and clubs. The Federation and District shall each have five members, in addition to the PFT President or designee and the Assistant Superintendent of Human Resources or designee, that are representative of the following grade spans: TK-3, 4-6, 7-8, 9-12, Continuation/Alternative schools (Small Necessary Schools).

C. Secondary 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
- Participation/chaperone at graduation ceremonies, honor award assemblies, plays, concerts, dances, or athletic events, or sponsorship of an ongoing club (the unit member 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. As attendees, unit members shall not be required to perform security tasks, but will in a professional manner respond to 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 unit members' professional attendance is required and the number of unit members 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.

D. Elementary Extra-Curricular Responsibilities

As part of professional obligations, elementary teachers will serve in site and district capacities. After participating in a site-based decision-making process, the teachers shall volunteer to serve in committees/tasks/opportunities in an equitable fashion. The site administrator may assign a teacher to serve in a site and/or district capacity if their volunteer assignments do not represent an equitable share of professional responsibility.

E. Calendar Committee

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 CSEA, one from Confidential, one from PLA, one small feeder district representative, and a representative from the District Office appointed by the Superintendent.

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.

F. Elementary Scheduling Methods

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

G. Secondary

1. Teaching Load

The bi-weekly (every two weeks) teaching load in the junior and senior high schools for classroom unit members 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. Unit members who only supervise in an In-House Suspension class shall not be entitled to a preparation period.

2. Secondary Preparation Time

A preparation period is defined as an unassigned class period without students. Upon teacher request and mutual agreement with the Site Administrator, a student may be assigned. Preparation periods are times built into a teacher's workday to better serve students' educational needs. Teachers are expected to be on campus during this time except when necessary for professional responsibilities. In situations which require the teacher to leave campus during the preparation period for school related purposes, notification must be given to the site administrator/designee.

Preparation time, where assigned, shall be used on-site for instructional planning, lesson preparation, assessment, and conferences with parents and/or pupils.



3. Article XX, Shared Decision-Making, will be utilized at each site, with the goal of limiting unit members' subjects taught to three (3), unless, due to unusual circumstances, a unit member requests a waiver. This includes teaching different courses within a single content area with the exception of electives.

4. Teaching more than 1.0 FTE

In the event that a full-time unit member voluntarily agrees to an instructional load in excess of five (5) periods, either by teaching during their preparation period or by teaching a 6<sup>th</sup> period, the unit member shall be paid one-fifth (1/5) of the unit member's regular salary in addition to their regular rate of pay, based on a six (6) period student day.

The District will advertise the position and seek to employ either part-time employees or outside applicants.

Once the Human Resources Administrator and the Federation President or designee have reached consensus concerning the need to seek a full-time unit member to voluntarily teach the additional period, the Human Resources Administrator will seek volunteers for the extra-duty assignment internally. Once an individual is selected for the extra duty assignment, the Federation President or designee will be notified and the Federation President/designee will confirm the voluntary nature of the extra duty employment.

It is understood that such additional pay shall be subject to STRS contributions on the supplemental side but shall not count on the defined benefit side of compensation for STRS retirement purposes.

The above provisions shall not apply to K-8 charter schools operated by the District.

5. Teaching Zero Hour

Unit members who choose to teach zero hour are expected to fulfill professional responsibilities of attending staff meetings, department meetings, and other meetings required of all unit members, such as IEPs and parent conferences by mutual agreement with their site administrator.

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

I. 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 unit member is instructing students, the classroom unit member may utilize the time for preparation and planning of curriculum materials except in cases in which the classroom unit member and the resource unit member are integrating their instruction.
3. A sub-committee will be established on the issue of preparation time at the elementary grade levels consisting of three elementary teachers appointed by the Federation, and two principals, and another administrator appointed by the Superintendent or his/her designee.

The sub-committee shall meet a minimum of two (2) times during the school year. The first meeting of the year will be on or before October 31<sup>st</sup>. The sub-committee will continue to explore methods of providing elementary prep time.

J. 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 unit members 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 April 1st.
3. Job-share eligibility will be based on each partner having Permanent contract status 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 April 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 and written requests from unit members to continue the job-share for the ensuing year, the partnership may continue. A non-Reduced Workload Program job-share may continue up to a maximum of five years.
9. While the Federation and District Administration agree that no unit member 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)
  - Staff development days
  - Back to School
  - Open House
  - Two unit member 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 unit member work days.
  4. The strengths that each partner brings to the partnership.
  5. A plan to assess the effectiveness of the job-share.
- K. 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.

L. Teacher Grade Book

Reference attached MOU # 3.

Beginning in the 2015-16 school year all secondary teachers will use the Teacher Grade Book on the Aeries.net Portal. Specifically, teachers will enter student assignments into the grade book as soon as possible so that parents and students can stay better informed and take ownership of their learning. Specific assignment grades will be posted within a reasonable time frame. Grade books are to be updated at a minimum every three weeks. Each teacher's policies will be shared with students and parents.

M. Special Education Committee

The Special Education Committee will convene no later than October 31<sup>st</sup> to determine the focus and need and will establish a meeting calendar for the year. The committee will review and discuss the current special education laws,

caseloads, best practices pertaining to the implementation of special education laws, and the methods currently in place on how unit members fulfill their requirements of the special education laws, including but not limited to their involvement in the IEP process. The committee will be co-chaired by a District and Federation representative, and the committee will include a site administrator, a general education teacher and a special education representative from elementary, junior high, and high school.

## **ARTICLE VII**

## **HEALTH AND WELFARE**

Reference attached MOU # 4.

In 2017/2018 the District will convene a district-wide committee on health and welfare benefits which will include 3 members designated by PFT. In selecting members it is a goal to have representatives for single, double, and family coverage.

### **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.
  - a. Effective October 1, 2017, for unit members who select the Kaiser or Blue Shield health plans, the District will pay up to \$1,070.13 per month.
  - b. Effective October 1, 2017, for unit members who select the Delta Dental program, the District will pay up to \$144.50 per month.
  - c. Effective October 1, 2017, for unit members who select the Vision Service Plan 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 unit member 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 unit member, 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 unit member 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 full time are required to participate in a health plan; participation in the dental and vision plans is optional and not a requirement.

5. If a unit member holds an additional position represented by another employee group (CSEA, PFAE, PLA, or PCE), their combined total regular work hours will be used to determine their District percentage payment for health and welfare benefits.

B. Life Insurance

1. Unit members who work a minimum of .75 FTE (30 hours per week) and those who work in an elementary job-share shall be eligible for the District's approved Life Insurance Program.
2. The District shall pay the full premium toward the \$37,000 life insurance policy for the term of this Agreement for unit members 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.

3. The District shall pay the full premium toward the \$18,500 life insurance policy for the term of this Agreement for unit members working in an elementary job-share for 75 percent of the school year and who elect to accept the District-approved program.

C. Miscellaneous

1. Unit members 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. Unit members 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 the full premiums if the individual policies so provide. Unit members paying the 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 or with the State of California.

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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; otherwise the employee will be presumed to have resigned his/her position. The unit member on leave shall receive notification by the District in writing no less than thirty (30) days prior to the respective deadlines.
5. A unit member 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 unit members on approved leave not exceeding two years shall retain seniority rights as pertaining to job security.
7. It shall be the responsibility of the unit member 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. Unit members in active service (not on leave) shall be permitted sick leave for personal illness, injury, or quarantine on the following basis:

Ten-month unit members	10 days
Twelve-month unit members	12 days

Full use of it may be made any time during the year. If a first-year unit member 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 unit member'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 unit member 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 unit member 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 unit member's health advisor (physician or other practitioner) certify the unit member'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 unit member has exhausted all accumulated sick leave and 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 paid had a substitute been obtained.

Unit members 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 Human Resources Administrator. If the Human Resources Administrator 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 in excess of four consecutive or six days total 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 system" does

not take the place of such prior written request.

D. Emergency Leave

1. When, despite the best efforts of a unit member to report to work, it proves to be impossible due to a disaster, and when the area the unit member would have had to travel is subsequently declared a disaster area by the Governor, such as the storm of January 4, 1982, the unit member 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 unit member 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 unit member 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. Unit members 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 unit member 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, step mother, step father, grandmother, step grandmother, grandfather, step grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother, step brother, brother-in-law, sister, step 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 unit member 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 unit member 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 unit members 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 unit member 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 unit member 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 unit member 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. Pregnancy Disability Leave

1. In order to qualify for a pregnancy disability leave an expectant unit member 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.
2. A unit member 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.
3. The unit member 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 unit member returning from pregnancy disability leave shall resume her duties on a regular basis at the same position held prior to childbirth.
4. Unit members 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 unit member and the unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the unit member, at District expense, by a physician appointed by the District.
5. When a unit member's sick leave has been exhausted during the time of disability they are entitled to differential pay as set forth in Section B 5 above. The date on which the employee shall be able to resume duties shall be determined by the unit member's physician. The District may require a verification of the extent of the disability through a physical examination, at District expense, of the unit member by a physician appointed by the District.

J. Child Bonding Leave

1. Unit members employed by the District may be granted a leave for child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival. Leave in this section and sick leave are separate and distinct.

2. This leave shall be granted in accordance with the provisions of the Education Code and other applicable law subject to the following conditions:
  - a. Effective July 1, 2016, eligible unit members may request and be approved for up to 12 school weeks of leave for child bonding. During this approved leave the employee must use all remaining sick leave. If the employee chooses, he/she may retain up to a maximum of five days of sick leave. After the sick leave is used, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
    1. The District will implement no less than the terms and conditions of Education Code Section 44977.5 and Government Code Section 12945.2 and further interpretations of these laws will apply.
    2. If both parents are employees of the District, total entitlement for leave shall cumulatively not exceed 14 weeks between the two employees.
    3. Eligibility for this leave shall be in accordance with the above noted statutes and applicable regulations.
    4. An employee requesting such leave must make the request to Human Resources at least 8 weeks before the anticipated commencement of such leave. Human Resources must be notified once the child is born or placed. In the case of some adoptions or foster child placements where the exact timeframe may not be known, the employee will notify the site supervisor and the Human Resources department of the possible need for leave and potential timeframes as much in advance as possible.
    5. Intermittent use of such leave is subject to applicable law and regulations.
  - b. Beyond the year in which child bonding leave commences, a unit member may request a personal reasons leave, without pay, up to an additional year. Upon return from such leave, the unit member will, whenever possible, resume her duties in the same or comparable position held prior to such leave.
  - c. 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 child bonding leave shall not constitute a break in service but shall not count towards obtaining the 75 percent requirement set forth in Education Code Section 44908 for obtaining a complete school year. Time spent in unpaid status shall not count in acquiring permanent status. In accordance with State law the employee must be on duty a minimum of 75 percent of the days in which school is in session during the school year to fulfill a complete school year and count toward acquiring permanent status.

K. 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.

L. Industrial Accident and Illness Leave

1. Unit members shall be entitled to industrial accident and illness leave for personal injury which has qualified for worker's compensation under the provisions of the District's Workers' Compensation provider.
2. Such leave shall be granted at full pay for sixty (60) working days 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.
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 prior to the injury.
4. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's Workers' Compensation provider which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary for his/her primary assignment had there been no industrial accident or illness.

5. If the unit member 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 unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

6. Modified Duty

When employees suffer work-related or non 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. The duration of the assignment shall be determined by the District's Return-to-Work Program with the District's Workers' Compensation provider. 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 unit member will contact Human Resources, at which time the unit member will be informed by Human Resources of their right to Federation representation and a meeting will be scheduled.

M. 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.

N. Jury Duty Leave

1. The unit member shall notify their supervisor when they receive a summons for jury duty as soon as possible prior to the beginning date of the leave.
2. The unit member, 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 unit member shall promptly notify his/her immediate supervisor or designee at the conclusion of the jury duty assignment.
4. Verification of court appearances shall be submitted to the unit member's supervisor, once the jury duty assignment has ended.

O. Personal Reasons (Unpaid) 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.

P. Industrial Leave

1. A unit member 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 unit member 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 unit member during this period of leave.
4. Unit members 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.

Q. Federation Service Leave

1. Upon request, and approved application by the Federation, a unit member 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 unit member 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 unit member except at the beginning of a semester or equivalent scheduling period.
5. Seniority, as it pertains to job security, shall accrue to the unit member for the period of his/her office or assignment, not to exceed two (2) years.
6. Unit members 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.

R. Civic Participation Leave

1. The District may grant civic participation leave to unit members. 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 unit member 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 unit member except at the beginning of a semester or equivalent scheduling period.
4. The unit member 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 unit member 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 unit member for the period of such office or assignment.

7. Unit members 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.

S. 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 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.

T. Family Care and Medical Leave

The District Administration will grant leaves to qualified unit members under the Family and Medical Leave Act of 1993 and the California Family Rights Act (see Administrative Regulation 4161.8).

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. 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. Unit members covered by this Agreement are employees of the Petaluma City (Elementary) District or Petaluma Joint Union High School District 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. Unit members 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 unit member 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 unit members 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 unit members 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. Unit members who are interested in the listed vacancies shall notify the Human Resources Office using the appropriate form with a copy to the principal. Unit members 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 unit members 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. Unit members 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".

Unit members 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 unit member 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 unit member who has not been transferred to a specifically requested position as soon as the position has been filled. In addition, the unit member 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 unit member impacted by such decisions. All personnel affected will be notified by letter from the Superintendent, or his/her designee, through the Human Resources Office. Unit members 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 to identify the staff member to be transferred:
  - Volunteers
  - Least amount of total district seniority



- Least amount of seniority at that school site (not to include staff members who were transferred to the school within the last two school years from another school using this section)
  - Grade level experience.
3. Any unit member 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 unit member 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 unit member in writing as soon as the determination has been made. Written notification will include reason(s) for transfer. A unit member 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 unit member shall be informed, if possible, of his/her assignment at least one month prior to the first day of classroom instruction. If one month lead time is not possible, one day of release time or compensation shall be provided.
  6. When a decision regarding involuntary transfer is made by the District Administration, the unit member shall be compensated for time required to move from one school to another. Such compensation shall be at the substitute unit member rate and may not exceed the equivalent of three days' payment. In addition, the District Administration will provide physical assistance in moving the unit member's materials from one site to another.
  7. When a room or grade level change is made by the District Administration, the unit member shall be compensated for time required to move. Such compensation shall be at the substitute unit member 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 unit member'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 unit member has been transferred two times or more within the past four years, weight shall be given to the unit member'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. Unit Member Facilities

The assignment of room usage (within departments at the secondary level) shall be determined equitably by the site principal. The sharing of rooms should be equitable and rotational. 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 unit members 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. Unit members 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 unit member 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 unit member. 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. Unit members will participate in mandated safety trainings on an annual basis.
- G. A unit member 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 *Provisions for a Safe Classroom* pamphlet outlining student and unit member 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. The District and the Federation agree to improve the notification to unit members regarding violent students.
  - 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.
- J. Lost, Stolen, Damaged and/or Destroyed Equipment

In the event that District-purchased, standardized equipment provided to a unit member by the District is lost, stolen, damaged, and/or destroyed, the District will work in a timely manner with the unit member to determine how necessary equipment will be made available. The District will acknowledge receipt of information regarding such equipment within two workdays of receiving such notice. The District will have a plan in place regarding the repair/replacement of

equipment within three workdays of the acknowledgement and communicate such plan to the unit member.

Any feedback regarding application or implementation of this shall be raised in the EERC meetings.

## **ARTICLE XI**

## **CLASS SIZE**

An Aeries printout may be requested to provide teachers who may be impacted by potential overload, either initial or upon student entry during the year, that shows all available classes and their loading.

## **DISTRICT HIRING**

The initial staffing 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.

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 unit member preparation time among the various disciplines.

The term "Classroom Unit Member" 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.

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

## **STAFFING RATIO**

### **A. Elementary Staffing Ratio**

Reference attached MOU # 5

Effective July 1, 2019 through June 30, 2022: The District level staffing ratio in grades TK to three (3) shall be twenty-four to one (24:1). For grade span adjustment purposes and schools subject to Education Code Section 42238.02, the average school site class enrollment shall not exceed twenty-five to one (25:1).

The District staffing ratio for regular enrollment projections in the elementary district shall be based upon one classroom unit member for each twenty-eight (28) students in regular classrooms (grade four, five, and six).

Funding from the Elementary Parcel Tax, Measure D, may provide elementary staffing for two FTEs. Grades 4-6 will be staffed at twenty-nine to one (29:1). In years when the two FTEs are not required to reduce class size to 29:1, they may be utilized to provide additional staff to performance improvement schools.

B. Secondary Staffing Ratio

Reference attached MOU # 6.

We will staff to the ratio as stated below:

grades 7-8	1:27.2
grades 9-12	1:29.07
continuation grades 10-12	1:20

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

CLASS SIZE AND CONTACT LOAD

C. Elementary class size limits

1. No class in grades kindergarten (K) to three (3) shall be in excess of twenty-eight (28) students, at any one time, unless a waiver is signed.

Any class with over twenty (20) students enrolled with transitional kindergarten students after the tenth day, will be provided a part-time (3 hours per day) Instructional Assistant funded by either site categorical funds (if available) and/or District categorical funds including, but not limited to, Title I, Title III, or Supplemental Funds.

The parties will take advantage of the flexibility in Class Size Reduction (CSR) in grades K-3 provided in the current budget to avoid combination classrooms, through a site shared decision-making process, where fiscally feasible. If combination classes are needed, the teachers will be able to modify the delivery and assessment of standards based curriculum as long as standards for both grade levels are taught.

2. The District total number of students per class in grades four (4) to six (6) shall not exceed thirty-two (32).
3. No single grade four (4) to six (6) class shall exceed thirty-two (32) students, at any one time, unless a waiver is signed.

A site-based option is allowed where the unit member 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. If combination classes are needed, the teachers will be able to modify the delivery and assessment of standards based curriculum as long as standards for both grade levels are taught.

4. Class loading at each site may be adjusted by agreement of the staff through a shared decision-making process.
- D. Secondary class size limits: (Exempt courses: Band and Chorus, Independent Study, Computers, and Computer Assisted Drafting [CAD]). IWEs/TAs do not count as part of the class load nor total student contact. Placement is subject to teacher approval.
1. Regular class sizes will range from 27 - 32 students per class.
  2. Physical education classes will range from 31 - 40 students per class.
  3. Teaching assignments outside these limits as mentioned above are to be allowed only:
    - a. as required by law to handle transferring new students;
    - b. by unit member request, with PFT notification.
  4. No Band or Choir Class will have more than 68 students unless a waiver is signed.
- E. Secondary Unit Member Contact Load: (Exempt courses: Band and Chorus, Independent Study, Computers, and Computer Assisted Drafting [CAD])
1. Regular class unit member shall be 140-160 students, no class larger than 32, unless under unusual circumstances a unit member requests a waiver to exceed 160.
  2. High school physical education class unit member load shall be 155-200 student contacts per day, no class larger than 40, at the comprehensive high schools.
  3. Junior high physical education class unit member load shall be a maximum of 175 student contacts per day, with a maximum of 36 students per class, to accommodate Special Day Class students at the junior high schools.
- F. Special Day Class Students in Elementary and Secondary Classes
1. 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 unit member-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.

2. 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 unit member-student ratio.
3. This agreement does not imply that the staffing ratio is in any way adjusted by these special education "mainstreamed" students.

G. Secondary 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 D and E above.
2. Unit members whose situations have not met the above stated criteria shall have the right to have the Federation represent them through the grievance process.

H. Secondary Master Schedule

The District will provide the site with the number of sections projected. The computer generated raw tally and resulting raw sections estimates will be made available to Principals Advisory Council (PAC). Principals, in consultation with PAC, will develop the first draft of the master schedule. This draft will be posted and made available to the entire staff during May.

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. At that time, adjustments will be negotiated for "under performing schools".

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).

I. Special Education Subcommittee

A Special Education Subcommittee will be established to research best practices including, but not limited to, the following:

- Staffing
- Work requirements
- Research-based models for Special Education
- Instructional methods
- Student achievement
- Best practices regarding prep time for self-contained, secondary classrooms
- Percentage of students with IEPs per class.

The subcommittee will consist of, but not limited to, at least one special education representative from each secondary site, site administration, and District administration.

Based on the findings of the subcommittee, a recommendation will be presented to the negotiating teams no later than February, 2020

J. Alternative Education Subcommittee

An Alternative Education Subcommittee will be established to research best practices including, but not limited to, the following:

- Staffing
- Scheduling
- Work requirements
- Research-based models for Alternative Education
- Instructional methods
- Student achievement

The subcommittee will consist of, but not limited to, representatives from each alternative education program, site administration, and District administration. For purposes of committee representation, Carpe Diem & Sonoma Mountain will be considered one program.

Based on the finding of the subcommittee, a recommendation will be presented to the negotiating teams no later than February, 2020.

**ARTICLE XII**

**PROCEDURES FOR EVALUATION**

The following is to be implemented effective July 1, 2015.

- A. Unit members will be formally evaluated by a Management Team member assigned by the Superintendent or his/her designee. The intent of this article is to establish an employee evaluation process that is logical and consistent with the California Standards for the Teaching Profession and those standards unique to Petaluma City Schools. The process will encourage the application of best practices by both management and employees in a fair, transparent, and professional manner. Self-reflection, self-appraisal, continuing professional development and ongoing professional dialogue are integral to this process.



1. All unit members shall be rated as “Meets District Standards” or “Does Not Meet District Standards”.
2. Probationary and Temporary unit employees shall be formally evaluated at least twice a year per the schedule adopted by the District.
3. Permanent employees who have met district standards shall be formally evaluated once every four years. Those not meeting district standards will require additional evaluation, an improvement plan, and continued supervision the following year.
4. An employee may be formally evaluated more frequently than every four years if the administrator determines that there has been a significant change in the employee’s performance that reduces his/her professional effectiveness. This determination will be based on objective evidence, which may come from classroom observations, ongoing supervision, and/or professional interactions. The evidence will indicate a change in the employee’s current performance objectively compared to previous performance as documented in previous evaluations. The administrator will meet with this employee no later than the end of February to discuss performance, and provide an opportunity for improvement. During this meeting, the administrator will inform the employee of the possibility of off-cycle evaluation. The administrator may recommend that the employee contact PAPER for support in areas of concern. If the administrator determines there is a need for a formal evaluation in the following school year, the administrator will meet with the employee and give the employee written notification prior to the end of the school year. The employee has the right to have a representative from the collective bargaining unit at this meeting.
5. By the first of October, the Leadership Team member charged with evaluating personnel will notify those unit employees who are scheduled for evaluation during that school year. The administrator will share with the employee the PCS Teacher Evaluation Website which includes all evaluation documents. The unit employee will use the PCS Framework for Teaching as a self-evaluation at the beginning of the year and then share this self-evaluation with the Leadership Team Member.
6. The evaluation process will typically, but not always involve two formal observations. During observations, the administrator will take notes written in objective language based on the overall instruction and classroom learning environment. As part of the classroom visitation and evaluation process, a unit member may request that a specific class be observed.
7. Based on CA Education Code an administrator may also make unscheduled and informal visits to classrooms for observation purposes.

Each formal observation will be documented on the District Certificated Observation Form and the comments on that form will be discussed during the post-observation conference.

8. The administrator will complete a final written summative evaluation, which includes specific performance criteria ratings as well as a narrative report, both based on evidence from the evaluation process. The evidence cited will be consistent with the PCS Framework for Teaching. The overall summative evaluation rating (Meets District Standards, Does Not Meet District Standards) will be consistent and logical based on the totality of evidence included in the observations, ongoing supervision and/or professional interactions. Recommendations and/or commendations will be included in the narrative report. Negative comments will not be included in the summative evaluation statement unless such matters have been discussed and documented with the unit member during the current year.
9. The evaluation shall be in three (3) copies, with a copy presented to the unit member 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 Leadership Team member's file;
  - c. The original to be placed in the employee's file in the Division of Human Resources.
10. The unit member may make such written comments as appropriate to attach to the evaluation.

#### B. Professional Development Plans

1. Each unit employee shall write an annual Professional Development Plan. The purpose of this plan is to encourage the unit member to address areas of need and continue to enhance his/her own professional expertise and effectiveness in the classroom and instruction.
2. The PCS Individual Professional Development Plan will be used.
3. The plan for a given school year will be initially developed in the spring (March, April, May) of the previous year and submitted to the site administrator no later than 45 working days after the beginning of the school year. New employees will follow the PCS Individual Professional Development Plan upon employment.

4. Throughout the year, each employee will periodically discuss his/her professional growth areas, as well as other professional issues, with colleagues. This may occur in a variety of settings including team meetings, department meetings, grade level meetings, etc.
5. Should the employee not submit the plan on time (absent special circumstances previously discussed with and agreed to by the principal), disciplinary action will be taken.

C. Personal and Academic Freedom

No photography or video recording shall be used for evaluation purposes without the unit member's consent.

**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 unit members on designated unit member 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 unit members 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 unit member'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 9).
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 unit member 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. Unit members who are employed half-time or less and are paid on the unit members' 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 unit member 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 unit member are not in agreement concerning the stated prohibition against paying monies to a union, the unit member 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 Unit Member 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 unit members
- Recommendations by administrators and members of the unit members' bargaining unit
- Credentials held by the temporary unit member, 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 unit member 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 unit members under temporary contract.

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

L. 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 Leadership Association, California School Employees Association, Petaluma Chapter #212, and Petaluma Confidential Employees. The Committee will be co-chaired by organization representatives and the Superintendent or designee.

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 defined as 8:00 a.m. to 4:30 p.m. any day in which the central administrative offices of the Petaluma School Districts are open for business. The District Office is typically open for business Monday through Friday except for stated holidays and unusual circumstances.
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.
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 fifteen (15) 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. The District will notify the Federation in writing who they consider to be the immediate supervisor for the grievant (PFT).

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 fifteen (15) 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 Human Resources Administrator. 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 Human Resources Administrator shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Human Resources Administrator may request a personal conference within the above time limits. If the Human Resources Administrator 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. If both the District and the Federation agree, the matter could be referred to mediation before proceeding to binding arbitration.

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 unit members 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. PFT reserves the right to organize concerted activities as allowed by law.
- 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 PEER REVIEW**

### **A. Program Components**

There shall be a Peer Assistance and Peer Review (PAPR) Program (hereafter referred to as 'Program') for all unit members. For the purposes of this article "review" refers to the peer coach's review of the unit member progress in the PAPR Program. The Program shall have two distinct components:

1. Mandatory Peer Assistance and Peer Review Program.
  - a. This component of the Program shall provide assistance to permanent unit members who receive a "Does Not Meet District Standards" evaluation.
  - b. Performance goals for a participating unit member 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 unit members' employment issues which arise from accusations of misconduct which are distinct from unit members' evaluations in relationship to the California Standards for the Teaching Profession and Article XII (Procedures for Evaluation) of this Contractual Agreement.

### **2. Voluntary Peer Assistance Program**

Any unit member desiring assistance in improving their practice may apply to the PAPR Committee for such assistance on a confidential basis.

- a. The PAPR Committee shall have the authority to accept or reject such referrals.
- b. If a unit member voluntarily requests PAPR program support, documentation will not be placed in the unit member's personnel file.

### **B. Peer Assistance and Peer Review Committee**

1. The Program shall be operated by the PAPR Committee composed of two District members and two PFT members (one elementary unit member and one secondary unit member). 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. Unit members on the panel will be selected by the Federation and be acceptable to the District

Administration. Administrators will be selected by the District Administration and be acceptable to the Federation. The Federation President or his designee (designee has to be an active PFT member) and the Human Resources Administrator will be ex-officio members.

2. The PAPER Committee shall be responsible for:
  - a. Meeting at least two (2) times annually to review the work of the coaches with their caseloads;
  - b. Monitoring the budget for the Program;
  - c. Any decisions about eligibility for the Program;
  - d. Selecting peer coaches. Coaches shall be selected by a majority of the Committee;
  - e. Evaluating peer coaches and their documentation;
  - f. Accepting or rejecting voluntary requests for assistance from individual unit members;
  - g. Monitoring the progress of unit member intervention including making the decision on the success of such intervention;
  - h. Selecting its own chair; and
  - i. Reviewing coaches' interventions.
3. A Committee 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.

#### C. Peer Coaches

1. Peer Coaches shall be credentialed classroom unit members with permanent status. Coaches shall have substantial recent experience (at least five years). They shall have demonstrated exemplary ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of strategies necessary to meet the needs of pupils in different contexts.
2. All Peer Coaches are subject to annual evaluation by the Committee. 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.

D. Unit Member Assistance on Does Not Meet District Standards Evaluation

1. The purpose of this Program is to assist and offer remediation to unit members whose performance has been evaluated as "does not meet District standards" by the administrator. Written documentation of PAPR support and recommendations in the final report shall become a part of the unit member's personnel file.
2. The prime focus of this program is to provide assistance and renew quality performance.
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 unit member receives the "does not meet District standards" evaluation, or as soon as school commences the following year. The conference shall involve the unit member being referred, the evaluator who evaluated the unit member, and the peer coach to begin the development of an Improvement Plan. If the unit member so desires, PFT shall provide representation in this meeting.
4. Nothing in this article precludes the administrator from doing informal observations nor from notifying the unit member verbally and/or in writing regarding incidents or events related to the unit member's fulfillment of his/her professional obligations.
  - a. Should the administrator deem it necessary to communicate with a unit member 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 PAPR Committee.

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

5. During the period of assistance, the permanent unit member's review shall be the joint responsibility of the Peer Coach and the PAPR Committee with communication and consultation of the administrator. It is the intent of the parties that the coach's report to the Committee will be included in the unit member's personnel file along with the unit member's evaluation for the year.
6. The assistance shall be provided by the Peer Coaches under this article and shall be closely monitored by the PAPR Committee.
7. The Peer Coach will share all written and verbal reviews during a conference with the unit member at least once every six weeks. A copy of



the written reviews will be provided to the administrator and the PAPR Committee.

8. At the same time reviews are reported to the PAPR Committee regarding referred unit members' performance, the Peer Coach will provide an oral report and all written documentation regarding the progress of the referred unit member in the assistance program.
  - a. The unit member and administrator 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 "does not meet District standards";
    1. Or other areas deemed in need of assistance by the coach during the period of assistance.
  - c. Opportunities for the unit member receiving assistance to observe exemplary practice either by the Peer Coach or other exemplary unit member;
  - 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 PAPR Committee may provide; and
  - g. The parties understand that every possible subject matter competency may not be available within the scope 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 primary responsibility for the improvement plan but may function more like a case manager who assures the availability of appropriate resources.
10. a. At the conclusion of the year of assistance, the PAPR Committee shall recommend that:
  1. Either the unit member no longer needs PAPR support, or

2. The unit member is deemed by the Committee to be making progress and needs to continue in the PAPR process for a second year, or
    3. The PAPR Committee 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.
  - b. The recommendation of the PAPR Committee shall be reported to the permanent unit member, the coach, and the administrative evaluator.
  - c. Nothing in this section shall be construed as in any way limiting the authority of the administrator to submit an evaluation to the Human Resources Administrator.
  - d. The Human Resources Administrator shall take into consideration the Peer Coaches report in making any recommendations to the Board regarding a unit member's employment.
11. The deliberations of the PAPR Committee shall be closed and confidential; their decisions shall be based on the information provided by the coach, the administrator, the permanent unit member and/or PFT representative who is assigned.
  - a. The report of the vote shall only include the number of PAPR Committee members voting on each side of any question before the PAPR Committee.

E. Unit member Due Process Rights

1. The unit member shall be entitled to review all reports generated by the peer coach prior to their submission to the PAPR Committee and to have affixed thereto his/her comments. To effectuate this right, the peer coach shall provide the unit member being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
2. The unit member shall have a right to be represented by PFT in any meetings of the PAPR Committee 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 unit member shall have the right to timely reports of progress being made.
4. The unit member 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 Committee.

5. This Program in no manner diminishes the legal rights of bargaining unit members.

F. Miscellaneous Provisions

1. A unit member shall not have access to the grievance process to challenge the contents of reports, evaluations, or recommendations of the Committee but may file responses which shall become part of the official record of the intervention.
2. PFT and the District shall review the PAPER Program annually during the spring at EERC and a budget will be mutually agreed upon at that time. A report from the Committee will be submitted prior to this meeting.
3. PAPER Coaches stipend includes remuneration for the coaching and any necessary trainings. Funds shall be budgeted to allow the Peer Coaches release time for conferences as developmental tools with the unit members assigned to the Program.
4. 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.
5. The District shall hold harmless the members of the Committee and the coaches for any liability arising out of their participation in this Program as provided in Education Code Section 44503(c).
6. Confidentiality: All proceedings and materials related to the administration of this Article shall be strictly confidential. Therefore, Committee members and coaches may disclose such information only as necessary to administer this Article.

**ARTICLE XX**

**SHARED DECISION-MAKING**

The Federation and District Administration agree that unit members, 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 shall jointly plan and present an annual Shared Decision-Making workshop to all sites on or before October 31<sup>st</sup> of each school year.

Shared Decision-Making meetings will not occur during unit members' duty free lunch.

The District and the Federation agree that the Federation has the right to consult (to meet and exchange views to reach a decision), on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. The District and the Federation further agree that any proposed changes in the categories above shall come to the EERC process prior to implementation.

## **ARTICLE XXI**

## **POST RETIREMENT EMPLOYMENT**

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

### **A. Contract Status**

The service of a Retired Temporary Unit Member 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.

### **B. Wages**

1. A Retired PCS Temporary Unit Member who did not receive a Supplemental Retirement Plan (SRP) at the time of their retirement 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 on the salary schedule will be consistent with that of a permanent employee.
2. A Retired PCS Temporary Unit Member who received a Supplemental Retirement Plan (SRP) at the time of their retirement from the District would be given credit on the salary schedule for experience on a year-to-year basis up to a maximum of ten (10) years.
3. A Retired Temporary Unit Member who retired from outside of PCS would be given credit on the salary schedule for experience on a year-to-year basis up to a maximum of ten (10) years.
4. It is the Retired Temporary Unit Member's responsibility to be aware of State Teachers' Retirement System (STRS) post retirement earnings limitations.

C. STRS Contributions

No STRS contributions are made on behalf of the Retired Temporary Unit Member by the District or by the unit member if they have already retired with STRS.

D. Health and Welfare

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

E. Leaves

All sections of Article VIII, Leaves, shall apply to a Retired Temporary Unit Member except for the following:

Catastrophic Leave Bank	Industrial Leave
Child Bonding Leave	Rest Leave
Civic Participation Leave	Sabbatical Leave
Federation Service Leave	

F. Transfer Rights

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

G. Procedures for Evaluation

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

H. All members who retired with CalSTRS on or after January 1, 2013, and who return to CalSTRS covered employment, are subject to a 180-day waiting period before performing CalSTRS covered employment. During this 180 calendar day separation-from-service requirement, members are subject to a zero-dollar earnings limit.

I. All retired CalSTRS members are subject to an annual post-retirement earnings limit. The retired member's retirement benefit will be impacted if the member earns more than the annual limit within a fiscal year. Contact CalSTRS for the current earnings limit.

J. CalSTRS retired members are precluded by Ed Code 45134 from employment in classified positions in the California public school system (with the exception of an aide needed in a class with a high pupil-teacher ratio, an aide who is needed to provide one-on-one instruction in remedial classes, or an aide for underprivileged students). A classified position is one defined as not requiring a credential. This includes athletic coaching positions.

- K. It is the retired unit members' responsibility to keep up to date on all current laws, regulations, and restrictions that may affect them by contacting CalSTRS or CalPERS.

## **ARTICLE XXII**

## **DISCIPLINE PROCESS**

### **Standards**

- A. As authorized by Government Code Section 3543.2(b), the parties have met and negotiated in good faith regarding causes and procedures for disciplinary action, other than dismissal, including-suspension without pay for up to 15 days and short of implementing the dismissal procedures contained in Education Code Section 44941.
- B. 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 conduct that needs to be corrected short of outright termination.
- C. It is the intent of the parties that a unit member engages in conduct that needs to be corrected and/or warrants disciplinary action, will be accorded the following rights in the implementation of this section:
1. A full and complete statement of the charges (Item F),
  2. The opportunity to be represented by the Federation and/or other representation of the unit member's choice (Items G & H),
  3. The opportunity to rebut the charges through the submission of evidence or testimony (Items G & H),
  4. The right to appeal, as outlined in this section (Item I).
- D. 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.
- E. Under this section, the District may take action for conduct that needs to be corrected in the performance of professional duties only in the following cases:
1. Violations of District policy, regulations, or the general code of ethics and conduct expected of professional educators,
  2. Abusive behavior, of a physical or verbal nature, toward students, fellow employees or the public while performing school-related activities.
  3. Failure to perform obligations under the contract.

- F. To initiate the formal procedures of this article, the Superintendent, or his/her designee, shall notify the unit member in writing of the alleged misconduct. The Federation President shall be notified, without violating the unit member's confidentiality. 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.
- G. Following written notification of the alleged misconduct, a conference shall be scheduled to discuss the matter. The conference shall include the unit member, a Federation representative if requested by the unit member, 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.

- H. 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 by-passed 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.
  - 1. A written warning, with suggestions for correction of the problem.
  - 2. A second written notice, which will serve as "probation" for a specified period of time during which the unit member may correct the problem.
  - 3. Suspension without pay for a specified period of time which is not to exceed a maximum of five workdays.
  - 4. Should the unsatisfactory action be repeated within eighteen (18) calendar months, the District may elect to suspend for a progressively longer period of time not to exceed fifteen (15) days in accordance with Government Code.
- I. 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:
  - 1. The unit member and the Federation may request that an appeal panel be convened. The panel shall consist of a unit member 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

2. 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.

### **ARTICLE XXIII**

### **PERSONNEL FILES AND PUBLIC CHARGES**

#### **A. 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



Human Resources Administrator 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.
7. Documents dealing with the processing of a grievance shall be separate from the personnel files of the participants.

B. 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.