
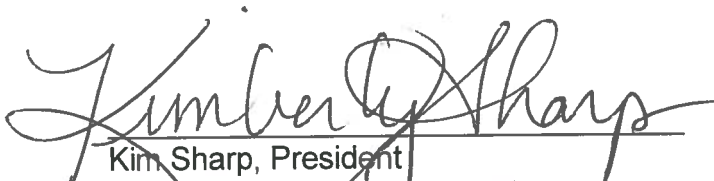


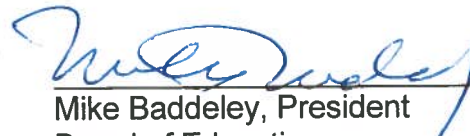
APPENDIX II

This Appendix to the Agreement now in effect between the PETALUMA CITY (ELEMENTARY) AND PETALUMA JOINT UNION HIGH SCHOOL DISTRICTS and the PETALUMA FEDERATION OF TEACHERS, LOCAL 1881 CFT/AFT, constitutes the total changes for the 2014/2015 and 2015/2016 school years in the Master Contract between the Parties which became effective July 1, 2012 and continues through June 30, 2016 with the addition of one year under this Appendix (Article I, C.).


Sandra Larsen, Chief Negotiator
Petaluma Federation of Teachers


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


Kim Sharp, President
Petaluma Federation of Teachers


Mike Baddeley, President
Board of Education
Petaluma City Elementary and
Joint Union High School Districts

Board Approved

June 16, 2015

ARTICLE I

AGREEMENT

- C. The term of the current three year Agreement shall be extended for one year to June 30, 2016.
- D. Initial proposals for 2016-17 shall be sunshined prior to February 1, 2016 to initiate negotiations prior to the end of February 2016.

ARTICLE V

WAGES

A. Salary Schedule

Effective July 1, 2014:

- The salary schedule will increase by 2.5%.
- The salary schedule will add Step 25 to Column IV.
- Unit members will receive an off the schedule payment of 2.25%.

Effective July 1, 2015

- The salary schedule will increase by 2.0%.
- The work year will increase by two days for a total of 187 work days. These two professional development days will be scheduled on June 6 and 7, 2016. The salary schedule shall in increased by the applicable daily rate with an approximate overall cost of 1.10%
- Unit members will receive an off the schedule payment of 2.0%.

F. Counselors

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

O. Emergency Class Coverage

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

ARTICLE VI

HOURS OF EMPLOYMENT

A. Effective July 1, 2015 the work year and salary schedule will be based on 187 workdays which is made-up of 180 student days, 2 teacher workdays, and 5 staff development days.

I. Elementary Preparation Time

3. A 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.

K. Teacher Grade Book

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.

L. IDEIA Legislation Impact

This committee will meet twice per year beginning with the 2015-16 year.

ARTICLE XI

CLASS SIZE

STAFFING RATIO

A. Elementary Staffing Ratio

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).

B. Secondary Staffing Ratio

Effective July 1, 2015 through June 30, 2017, this section shall be suspended. In the absence of an agreement otherwise, this section and language shall be reactivated and effective July 1, 2017.

E. Secondary Unit Member Contact Load: (Exempt courses: Keyboarding – limited by stations, 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. Physical education class unit member load shall be 155-200 students contacts per day, no class larger than 40, at the comprehensive high schools.

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 PAPR 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.

D. 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.

E. 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.