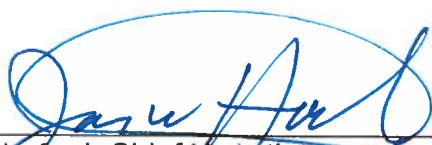


APPENDIX I

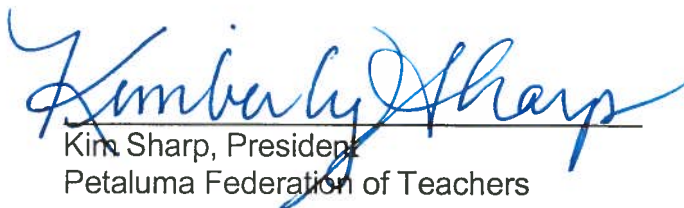
This Appendix to the Agreement now in effect between the PETALUMA CITY (ELEMENTARY) AND PETALUMA JOINT UNION HIGH SCHOOL DISTRICTS and the PETALUMA FEDERATION OF TEACHERS, LOCAL 1881 CFT/AFT, constitutes the total changes for the 2013/2014 school year in the Master Contract between the Parties which became effective July 1, 2012 and continues through June 30, 2015.



Jon Harford, 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



Troy Sanderson, President  
Board of Education  
Petaluma City Elementary and  
Joint Union High School Districts

Board Approved

November 12, 2013

A. Salary Schedule

Effective July 1, 2013, the salary schedule will revert back to the 2008/09 schedule. This is in conjunction with the number of workdays reverting back to the 2008/09 school year (see Article VI).

B. Early Retirement Option for 2012/13

- 1. Reduced Workload Program: Part-time employment with full-time retirement credit and health benefits as if full-time while on the Reduced Workload Program. Reduced workload to no less than .5 FTE. Counselors and elementary unit members, with the exception of Special Ed teachers who are working at an elementary site, have to work either .6 or .5.

To be eligible the employee must meet the eligibility rules of Education Code 44922: must be at least age 55 by their first workday of 2013/14, must have a minimum of 10 years retirement service credit, and have a minimum of 5 consecutive years of full-time employment immediately preceding the reduction in workload, with no break in service during those years; approved leaves of absences do not constitute a break in service.

Eligible individuals must submit a letter of intent to participate in the Reduced Workload Program to the Human Resources Office by March 6, 2013.

OR

- 2. Supplemental Retirement Plan (SRP):

A one-time payment through an IRS qualified plan that will give employees several options as to how the amount may be paid to them.

The amount of the SRP will be calculated as the difference between the unit member's current step on the 2007/08 salary schedule at a full-time FTE, including advanced degrees, less \$52,155 (which represents the average anticipated annual replacement cost of a unit member); the difference will be increased by 13.25% (salary related fringe benefits) to determine the SRP amount.

Example:	\$75,911	current step on 2007/08 salary
		schedule at full-time FTE
	-	\$52,155
		anticipated replacement cost
		\$23,756
	+	13.25%
		salary related fringe benefits
		\$26,904
		SRP amount (pro-rated if less than full-time)

To acknowledge those employees who have been in the Petaluma City School District for more than 30 years, an additional \$1,000 for every full

year of service over 30 years will be added to their SRP. Partial years of service will be pro-rated.

The SRP will be pro-rated for less than full-time work and for leaves of absences.

Employees who are currently under the Reduced Workload Program may continue on that Program or may elect the SRP at the pro-rated percentage of FTE that the unit member is currently working.

To participate in the SRP the unit member must submit their irrevocable letter of resignation, effective at the completion of the 2012/2013 school year, to Human Resources no later than March 6, 2013.

Employees who elect this option may not return to work with Petaluma City Schools in a contracted position for at least one school year. Any unit member who returns to work after a one-year break would be subject to the conditions outlined in Article XXI, Post Retirement Employment, in the PFT Collective Bargaining Agreement.

D. Athletic Special Assignments

In the 2013/14 school year a sub-committee will meet to study and make recommendations on the stipends in the Athletic Special Assignments (Exhibit "C") and Non-Athletic Special Assignments (Exhibit "D") sections.

This study will include, but is not limited to, the following positions:  
High school varsity and J. V. cheerleader coaches  
English Language Resource Teacher (ELRT)  
Student Study Team (SST) Coordinator (elementary sites)  
Independent Study Coordinator

**ARTICLE VI**

**HOURS OF EMPLOYMENT**

A. Effective July 1, 2013 unit members revert back to working their respective number of days as in the 2008/09 school year.

For 2013/14, the work year and salary schedule will be based on 185 workdays which is made-up of 180 student days; 2 teacher workdays; and 2 staff development days scheduled for January 6, 2014 and April 21, 2014; and one flex unscheduled workday.

Going forward, Article VI shall be amended to reflect a 185-work year calendar which is made up of 180 instructional days, 2 teacher workdays, and 3 staff development days.

Effective with the 2013/14 school year, the kindergarten day will be increased by 88 minutes per day, four days per week, with the exception of Mary Collins at Cherry Valley Charter School for K/1. The Principal and Teachers at each site will meet to establish the extended day kindergarten schedule.

Each kindergarten teacher in 2013/14 shall receive \$100.00 for the purchase of classroom supplies.

Each elementary site will use shared decision-making consultation model with the full staff to design the specifics of changes to the kindergarten program.

Any full-time unit member working in an elementary school, whose student contact ends before the end of the school day, will be assigned additional activities determined by shared decision-making consultation model by the full staff (Ed Code 46118).

G. Secondary

2. Secondary Preparation Time

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 such as culinary teachers shopping for food.

K. All secondary teachers, that have not previously been trained, will be trained in Aeries.net on the August 2013 staff development days. All secondary teachers will use Aeries.net including Gradebook at the beginning of the 2013/14 school year. The teachers will control if their Gradebook is visible to parents through Parent Portal for the first semester. At the start of the second semester all secondary teachers will make Parent Portal visible to parents. Tech support through the District Office will be available through email from 8:00 a.m. to 4:30 p.m. on business days.

**ARTICLE VII**

**HEALTH AND WELFARE**

A. Health, Dental, and Vision Insurance

2. a. Effective October 1, 2013, 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, 2013 the premiums for Delta Dental will not increase. For unit members who select the Delta Dental program, the District will pay up to \$144.50 per month.
  - c. Effective October 1, 2013 the premiums for Vision Service Plan will not increase. For unit members who select the Vision Service Plan program, the District will pay up to \$29.00 per month.
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.

**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.

**ARTICLE XII**

**PROCEDURES FOR EVALUATION**

The joint District and Federation Teacher Evaluation Committee proposes that a new evaluation form and process be piloted, at the option of the teacher, in the 2013/14 school year. This Article will become an automatic reopener in 2014/15.

**ARTICLE XX**

**SHARED DECISION-MAKING**

The parties agree to utilize the Trust Agreement Committee to clarify the appropriate uses of the three decision-making models (consensus, consultation, command).

**ARTICLE XXI**

**POST RETIREMENT EMPLOYMENT**

2. Wages

- A. 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.
- B. 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.
- C. 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.
- D. It is the Retired Temporary Unit Member's responsibility to be aware of State Teachers' Retirement System (STRS) post retirement earnings limitations.

**NEW ARTICLE**

**DISCIPLINE PROCESS**

[moved from ARTICLE XIII FEDERATION RIGHTS H. Professional Standards]

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.

**PETALUMA CITY SCHOOLS**

**CERTIFICATED SALARY SCHEDULE**

**Effective 7/1/13**

	I	II	III	IV
	BA	BA + 30	BA + 45	BA + 60
	Teacher	Teacher	Teacher	Teacher
	185 Days	185 Days	185 Days	185 Days
Step 1	39,566	40,506	41,775	45,087
2	39,802	40,981	42,490	46,722
3	40,272	41,456	43,443	48,416
4	40,742	42,172	44,741	50,173
5	41,446	43,227	46,083	51,992
6	42,151	44,522	47,464	53,878
7	42,822	45,858	48,888	55,833
8	43,938	47,233	50,355	57,857
9	45,082	48,650	51,866	59,955
10	46,253	50,111	53,421	62,131
11	46,253	51,614	55,025	64,304
12	46,253	53,162	56,675	66,554
13	46,253	54,756	56,675	67,289
14	46,253	56,400	56,675	68,031
15	46,253	58,090	58,589	68,781
16	46,253	58,090	58,589	69,538
17	46,253	58,090	58,589	70,304
18	46,253	58,090	58,589	71,080
19	46,253	58,090	58,589	71,863
20	46,253	59,860	60,499	72,655
21	46,253	59,860	60,499	73,457
22	46,253	59,860	60,499	74,265
23	46,253	59,860	60,499	75,084
24	46,253	59,860	60,499	75,911
An employee holding a Master's degree shall receive an additional \$1,098 annually. An employee holding a Doctorate degree shall receive an additional \$2,194 annually. No employee shall receive a Master's stipend and a Doctorate stipend concurrently. An employee holding National Board Certification shall receive an additional \$1,098 annually.				