

AGREEMENT

BY AND BETWEEN THE

PORTERVILLE UNIFIED SCHOOL DISTRICT

AND THE

**PORTERVILLE EDUCATORS
ASSOCIATION/C.T.A./N.E.A.**

July 1, 2018 – June 30, 2021

TABLE OF CONTENTS

ARTICLE I - AGREEMENT.....	1
ARTICLE II - RECOGNITION.....	2
ARTICLE III - DEFINITIONS.....	3
ARTICLE IV - YEAR-ROUND SCHOOL (Article Archived).....	5
ARTICLE V - NEGOTIATION PROCEDURES.....	6
ARTICLE VI - ASSOCIATION RIGHTS.....	7
ARTICLE VII - MANAGEMENT RIGHTS.....	8
ARTICLE VIII - MAINTENANCE OF BENEFITS.....	9
ARTICLE IX - ACADEMIC FREEDOM.....	10
ARTICLE X - GRIEVANCE PROCEDURE.....	11
ARTICLE XI - LEAVES.....	15
ARTICLE XII - SUMMER SCHOOL, ADULT SCHOOL.....	24
ARTICLE XIII - TRANSFERS AND REASSIGNMENTS.....	25
ARTICLE XIV - CLASS SIZE.....	29
ARTICLE XV - LEARNING ENVIRONMENT.....	31
ARTICLE XVI - TEACHER SAFETY.....	33
ARTICLE XVII - EMPLOYEE BENEFITS.....	35
ARTICLE XVIII - CERTIFICATED EMPLOYEE EVALUATIONS.....	39
ARTICLE XIX - TEACHER RESPONSIBILITIES FOR SUPERVISION OF NON-TEACHERS.....	42
ARTICLE XX - STATUTORY CHANGE.....	43
ARTICLE XXI - SALARIES.....	44
ARTICLE XXII - TEACHER TRAVEL.....	45
ARTICLE XXIII - PHYSICAL EXAMINATIONS.....	46
ARTICLE XXIV - SCHOOL CALENDAR.....	47
ARTICLE XXV - TEACHER ORIENTATION.....	48
ARTICLE XXVI - PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT.....	49
ARTICLE XXVII - SAVINGS.....	50
ARTICLE XXVIII - TEACHING HOURS.....	51
ARTICLE XXIX - EFFECTS AND IMPACT OF LAYOFFS.....	53
ARTICLE XXX - MISCELLANEOUS PROVISIONS.....	54
ARTICLE XXXI - EFFECT OF AGREEMENT.....	55
ARTICLE XXXII - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS.....	56
ARTICLE XXXIII - PEER ASSISTANCE AND REVIEW (Article Archived).....	57
ARTICLE XXXIV - DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL.....	58
ARTICLE XXXV - EMPLOYMENT OF COACHES.....	61
SIGNATURES.....	62
APPENDIX A - SPECIAL SERVICE ADDED PAY SCHEDULE.....	63
APPENDIX B - SALARY SCHEDULE PLACEMENT.....	65
APPENDIX C - SALARY SCHEDULE.....	66
APPENDIX D - SALARY SCHEDULE ADMINISTRATIVE REGULATIONS.....	69
APPENDIX E - DRESS AND GROOMING.....	71

ARTICLE I - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Porterville Unified School District ("Board") and the Porterville Educators Association, California Teachers Association, National Education Association ("Association"), an employee organization. C.T.A. and N.E.A. are not parties to this Agreement.
- 1.2 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect for three years from July 1, 2018 up to and including June 30, 2021, or until a successor agreement is reached.
- 1.4 During the intermediate years of the Agreement (2018 - 2019 and 2019 - 2020), articles addressing Salary, Employee Benefits, and one (1) additional article for each party may be reopened.
- 1.5 Effective July 1, 2018, Article IV - Year Round School; Article 11.13 - Sabbatical Leave; and Article XXXVIII - Peer Assistance and Review of the 2015-2018 agreement will be archived unless circumstances emerge that necessitate their reactivation.

ARTICLE II - RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board, excluding the Superintendent and any position listed on the Administrative Salary Schedule. Also excluded are all substitute teachers, adult education and independent study teachers either teaching less than eighteen (18) hours per week or teaching less than 75% of the regular school year, or partially compensated by another agency. Effective July 1, 2018, speech pathologists and school nurses shall be added to the administrative salary schedule.
- 2.2 "Teacher" refers to every certificated employee, except those excluded in above paragraph.

ARTICLE III - DEFINITIONS

- 3.1 "Aggrieved Person(s)" is a teacher or teachers, including the Association or representative thereof, making the claim.
- 3.2 "Beginning of the Regular School Year" shall be defined as July 1.
- 3.3 "Business Day(s)" shall mean any day on which the central administrative office of the District is open for business.
- 3.4 "Daily Rate of Pay" means a teacher's regular annual salary based on step and column placement on the approved salary schedule divided by the number of annual work days required by the Board to be on duty.
- 3.5 "Days" shall mean school days during which students are required to be in attendance.
- 3.6 "District" and "Board" shall mean the District as an entity, the Board of Trustees, the Superintendent, and all other members of District Management, including management at the level of the school site.
- 3.7 "Duty Day" means days when teachers are required to be at work regardless of whether or not students are required to be in school.
- 3.8 "Full Time (FT) Equivalency", "Year of Service Credit", and "Full Year of Service" is defined as being physically present on the job for seventy-five percent (75%) or more of the year (not on a leave of absence) to advance on the salary schedule.
- 3.9 "Full-time assignments" for 7-12 teachers shall consist of a six-period teaching assignment in a seven-period student day.
- 3.10 "Good standing" does not include an employee terminated for cause or in the process of being terminated for cause.
- 3.11 "Grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- 3.12 "Immediate family" is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any relative of either the employee, spouse, or registered partner living in the immediate household of the employee.
- 3.13 "Itinerant Teacher" refers to any teacher that moves between multiple sites as part of their regular duty daily assignment including but not limited to elementary physical education, fine arts, and music teams.
- 3.14 "Party of Interest" is any person who might be required to take action or against whom action may be taken in order to resolve the claim.
- 3.15 "Progressive Discipline" is a series of increasingly severe penalties in response to repeated employee performance or conduct problems ranging from mild to severe, depending on the nature and frequency of the problem and may include verbal warning, conference, written warning, letter of reprimand, and suspension without pay.
- 3.16 "Sabbatical Leave" means permission to be absent from certificated duty with pay for study or travel, granted by the Board, for an extended period of time not more than one (1) year nor less than one (1) semester.

- 3.17 "School Day" shall mean the amount of time in a regularly scheduled student attendance day during which students are required to be in school, unless otherwise provided in this Agreement.
- 3.18 "Seniority" is defined as position on the District-wide seniority list.
- 3.19 "Teacher" refers to every certificated employee, except those excluded in Article 2.1.

ARTICLE IV - YEAR-ROUND SCHOOL (ARTICLE ARCHIVED)

ARTICLE V - NEGOTIATION PROCEDURES

- 5.1 Not later than April 1 of the calendar year in which this Agreement expires, the Board and Association shall meet and negotiate in good faith on negotiable items.
- 5.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 5.3 The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, consultants or committees.
- 5.4 Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within five (5) days from receipt of a written request unless extenuating circumstances exist to which both parties have agreed.
- 5.5 The Board shall furnish the Association with two (2) copies of all county and state-required reports as soon as they are transmitted to the county or state, and copies of all budgetary and other public information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative as soon as they become available and, in such case, upon written request.
- 5.6 Not later than October 15, the Board, upon written request, shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.
- 5.7 The Association shall designate not more than five (5) representatives who shall be entitled to the use of up to five (5) hours per person per week during which said persons shall be released from their normal duties in the District without loss of compensation to meet and negotiate and for the processing of grievances. Additional release time may be utilized by mutual agreement of both parties to this Agreement.
- 5.7.1 The District shall allow release time up to two (2) hours for each member of the PEA Negotiating Team not to exceed nine (9) members to prepare the Association's Initial Bargaining Proposal.
- 5.8 Each party in the negotiations process shall respond in writing to the other's proposal within ten (10) days.

ARTICLE VI - ASSOCIATION RIGHTS

- 6.1 Representatives of the Association shall have the right to utilize District equipment and facilities for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms to be prescribed by the District and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Verbal permission for use of these facilities may be granted at the discretion of the campus administration. Meetings conducted in such facilities shall, in no way, conflict with the work of District employees and shall, in no way, conflict with the public school purposes of the District.
- 6.2 The Association shall have the right to utilize all bulletin boards normally used by the District for communication with its employees. One (1) copy of all materials to be posted shall be provided to or shared with District management at the facility in which such posting is to take place prior to posting. Nothing herein shall be deemed to permit the posting of defamatory or obscene materials, and such materials shall be removed without notice. The Association and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards. If sufficient space is not available, the Association may establish its own bulletin board at a mutually agreed location.
- 6.3 Existing District mailbox facilities may be utilized by the Association for communication with members or with other employees of the District. Any communication sent through school means of distribution, or placed in employee boxes, shall give the name of the organization sending the communication and the name of the responsible officer of such organization.
- 6.4 Names, addresses and telephone numbers, except those which are unlisted, of all District teachers shall be provided without cost to the Association no later than November 1 and updated monthly, each upon written request.
- 6.5 The District shall provide the Association with the complete Board agenda, minutes and all other public documents to be considered by the Board in its meetings at the time they are made available to the Board.
- 6.6 The Association shall, by September 15th, of each year, notify the District in writing, of the names of its local officer(s). The PEA President or designee shall notify the District of site representatives when requested. The Association agrees to notify the district of any changes in officers during the year.
- 6.7 Off-site representatives that meet with an employee during the duty day shall coordinate such visits in advance through the site administrator and/or the District Office.

ARTICLE VII - MANAGEMENT RIGHTS

- 7.1 The District retains, solely and exclusively, all of the rights, powers and authority exercised or had by it prior to the execution of this Agreement and to the full extent of the law. Except as limited by provisions set forth elsewhere in this Contract and without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District include, but are not limited to, the following:
- 7.1.1 to manage and direct its operations and its personnel;
 - 7.1.2 to manage, control and determine the mission, goals, objectives and educational philosophy of its component facilities, programs and operations;
 - 7.1.3 to create, change, combine or abolish jobs, job classifications, departments and facilities in whole or in part;
 - 7.1.4 to insure the rights and the educational opportunities of its students;
 - 7.1.5 to subcontract work not currently performed by bargaining unit members or discontinue work for economic or operational reasons;
 - 7.1.6 to direct the work force, to increase or decrease the work force and to determine the number of kinds of employees needed;
 - 7.1.7 to hire, assign, evaluate, transfer, promote, terminate and otherwise maintain the efficiency of its operations;
 - 7.1.8 to determine its curriculum;
 - 7.1.9 to establish work standards, schedules of operation, workload and to specify or assign work requirements;
 - 7.1.10 to schedule working hours and shifts;
 - 7.1.11 to determine the type and scope of work to be performed and the services to be provided;
 - 7.1.12 to determine, develop and implement its budget and the procedures thereof;
 - 7.1.13 to suspend members of the bargaining unit in conformance with provisions contained in California Education Code Sections 44932 through 44944 or in accordance with the provisions of this Agreement;
 - 7.1.14 to determine the methods, processes, means, personnel and places of providing services;
 - 7.1.15 to take any action in the event of emergency. Emergency is defined as an unanticipated, unforeseeable circumstance that requires immediate District action.
- 7.2 Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights and powers vested in the District to adopt, amend or rescind such policies, rules and regulations as the Governing Board of Trustees, in its discretion, shall deem necessary or any other powers vested in the District by the California Education Code or by other laws regulating, authorizing or empowering the District to act or refrain from acting.

ARTICLE VIII - MAINTENANCE OF BENEFITS

8.1 The Board shall not reduce or eliminate any teacher benefit within the scope of representation and contained within this Agreement without first negotiating with the Association with respect to such reduction or elimination.

ARTICLE IX - ACADEMIC FREEDOM

- 9.1 It is recognized that teachers must be free to think and express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within their own professional group. Teachers shall use such freedom judiciously and prudently to the end that it promotes the free exercise of intelligence and student learning.
- 9.2 The Board recognizes that some deviation from the approved course of study is necessary in the free exchange of the classroom. However, the Board specifies for the guidance of the Superintendent and the staff that discussion in the classroom shall:
- 9.2.1 be related to the instructional goals of the course of study and level of maturity of the student;
 - 9.2.2 encourage fair presentation and open mindedness;
 - 9.2.3 be conducted in a spirit of scholarly inquiry;
 - 9.2.4 be instigated by curricular design or by the students themselves;
 - 9.2.5 draw upon information and insights from the widest feasible range of resources.
- 9.3 No controversial issues may be introduced which have the inherent effect of reflecting adversely upon persons because of their actual or perceived ethnic group, religion, gender, color, race, ancestry, national origin, physical or mental disability, sexual orientation or age.
- 9.4 In the discussion of any issue, a teacher may express a personal opinion; but he/she shall identify it as such and must not express such an opinion for the purpose of persuading students to his/her point of view.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 Purpose

10.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

10.1.2 Since it is important that grievances be processed as rapidly as possible, the time limit(s) specified at each level shall be considered to be maximum(s); and every effort shall be made to expedite the process. The time limits may be extended by written agreement, including formal documents and/or e-mails, between the parties.

10.2 Informal Procedure

10.2.1 An aggrieved person shall seek a solution(s) to his/her problem(s) through at least one (1) informal discussion with his/her immediate supervisor prior to initiating a formal grievance through the procedure described below. Adjustment of a grievance through such an informal discussion may be accomplished without the intervention of the Association. However, the aggrieved person may, at his/her discretion, be represented by the Association at any level of this procedure.

10.2.2 Such discussion shall take place within thirty (30) calendar days from the time the aggrieved person knew or reasonably should have known of the event or matters which gave rise to the grievance.

10.3 Formal Procedure

10.3.1 Level I - Principal or Immediate Supervisor

An aggrieved person shall first present his/her grievance in writing on appropriate District forms to his/her principal or immediate supervisor, either directly or through the Association's designated grievance representative, within ten (10) business days of the informal discussion with his/her immediate supervisor. The grievance shall contain a clear and concise statement of the grievance including the following: (a) the particular section or sections of this Agreement which the aggrieved person believes to have been violated; (b) the circumstances involved; (c) the date of the informal discussion held under section 10.2, above; (d) the decisions rendered at the informal discussion; and (e) the specific remedy sought.

The principal or immediate supervisor shall communicate his/her written decision on the matter to the aggrieved person with ten (10) business days after receiving the grievance claim.

10.3.2 Level II - Superintendent or Designee

If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within the ten (10) business day period, he/she may forward the grievance in writing to the Superintendent or his/her designee. This must be done at any time within ten (10) business days after the Level I decision has been received or the ten (10) business day period for such a decision has expired.

Within ten (10) business days after he/she has received the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person. Within ten (10) business days after such a meeting, the Superintendent or his/her designee shall communicate a written decision on the matter to the aggrieved person.

10.3.3 Level III - Mediation

If the grievant is not satisfied with the response at Level II, he/she may, within ten (10) business days after receipt of the Superintendent's or his/her designee's written decision may submit a written request for mediation to the Superintendent.

10.3.4 Level IV - Board Review or Binding Arbitration

10.3.4.1 For grievances not subject to arbitration as set forth below, in the event settlement is not reached at mediation (Level III), the grievant may appeal the Level III decision to the Board. Such an appeal shall be submitted in writing to the Superintendent's office within ten (10) business days after the last mediation meeting. The Board shall respond in writing to the grievant within fifteen (15) business days from its receipt of the grievance appeal. The decision of the Board shall terminate this grievance procedure. If the aggrieved person does not agree with the Board's decision or if no decision has been received within the prescribed period, the grievant may pursue the matter in a court of competent jurisdiction.

10.3.4.2 Binding Arbitration shall be limited to the provisions set forth below:

10.3.4.2.1 If no settlement was reached at mediation (Level III) the aggrieved party may request in writing that the Association submit the grievance to arbitration. This may be done at any time not to exceed fifteen (15) business days after the last mediation meeting.

10.3.4.2.2 The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration. In the event that the grievance is to receive further consideration, the Association, by written notice to the Superintendent within ten (10) business days after receipt of the request from the aggrieved person, shall submit the grievance to arbitration.

- 10.3.4.2.3 The Grievant/Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the American Arbitration Association to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. The parties and arbitrator shall then be bound by the rules of the American Arbitration Association.
- 10.3.4.2.4 A certified court reporter shall be used to record the arbitration hearing. The Association and District shall share equally the cost of the court reporter. The cost of a transcript shall be paid by the party ordering the transcript. If the arbitrator orders a transcript, the cost of the transcript shall be divided equally between the District and Association. Each party shall pay its own costs for representation at the arbitration. The arbitrator's fees and charges shall be divided equally between the Association and District.
- 10.3.4.2.5 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to him/her.
- 10.3.4.2.6 If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue first before reaching the substance of the grievance.
- 10.3.4.2.7 The arbitrator shall be without power or authority to add to, subtract from, or modify the terms of the Agreement. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper within the terms of the Agreement.
- 10.3.4.2.8 After a hearing and after both parties have had an opportunity to make written arguments within the timelines set by the arbitrator, the arbitrator shall, within thirty (30) calendar days, submit to all parties his/her written findings of fact, reasoning and conclusions on the issue(s) submitted. His/her decision shall be final and binding upon the parties to this Agreement.

10.3.4.2.9 The arbitration provision shall apply to the following Articles:

- (a) Article I - Agreement
- (b) Article II - Recognition
- (c) Article III - Definitions
- (d) Article IV - Year-Round School
- (e) Article V - Negotiation Procedures
- (f) Article XI - Leaves
- (g) Article XIII - Transfers
- (h) Article XIV - Class Size
- (i) Article XVII - Employee Benefits
- (j) Article XXVIII - Teaching Hours
- (k) Article XXXIV - Due Process for Discipline less than Dismissal
- (l) Section 30.9 of Article XXX (Dress Code)

10.3.5 If the aggrieved person does not agree with the Board's decision or if no decision has been received within the prescribed period, nothing herein contained shall prohibit the grievant from pursuing the matter in a court of competent jurisdiction.

10.4 Miscellaneous Provisions

10.4.1 The filing of a grievance shall not reflect unfavorably on the grievant or upon the supervisor with whom it may be filed.

10.4.2 If an aggrieved person chooses not to be represented by the Association, the Association shall be provided with a copy of any proposed grievance resolution and shall be given an opportunity to respond.

10.4.3 The aggrieved person and appropriate administrator shall have the right to include in a grievance meeting such witness(es) as each deems necessary to develop facts pertinent to the grievance. Names of witnesses to be utilized shall be made available to the opposing party twenty-four (24) hours in advance of the meeting, if possible.

10.4.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in personnel files of any of the participants. Documents utilized in this grievance procedure, which emanated from a personnel file, shall be returned to such file without indication they were utilized in the procedure.

10.4.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the District and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

ARTICLE XI - LEAVES

11.1 Sick Leave - Every teacher shall be entitled to ten (10) days per school year and pro rata for additional days under regular school year contract of paid sick leave each school year of employment.

11.1.1 Unused sick leave shall accrue from school year to school year.

11.1.2 At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave any time during the school year.

11.1.3 The Board shall provide each teacher with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided at the earliest date possible.

11.1.4 At the beginning of each summer school session, every teacher shall receive one (1) day sick leave, which the teacher may use during the summer school only and may be accumulated for subsequent summer school use. This sick leave is not available for regular school year use and is not convertible for retirement credit.

11.1.5 The Board shall not, except under unusual circumstances, require a physician's verification of illness until a teacher has been on sick leave for three (3) or more consecutive days.

11.1.6 The District and the Association agree and believe that good nutrition, physical fitness and lifestyles which foster good health can be beneficial to unit members. To encourage unit members to participate in personal programs which can result in better health, any unit member, who is employed on a full-time basis for a full year and who maintains perfect attendance without the use of any sick leave, personal leave or personal business leave, shall be eligible to receive a one-time, nonrepetitive increment of \$75.00.

Payment shall be made to eligible employees following the last day in each school year in which eligibility is established. No increment shall be paid if one or more leave days are used in any period of eligibility. Unit members, who are employed for a full year but who work less than full-time basis, shall be eligible to receive only that amount of nonrepetitive increment that bears the same ratio to the established full-time amounts stated herein as the annual number of work hours possible for the work year for a full-time unit member.

11.2 Maternity Leave

11.2.1 Any teacher who is pregnant shall be entitled to the use of her accumulated sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom.

11.2.2 The length of the maternity leave period, including the date on which it shall commence and the date on which it shall end, shall be determined by the employee's physician.

11.2.3 Time spent on maternity leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule, provided she has served sixty-seven percent (67%) or more of that school year.

- 11.3 Parental Leave of Absence - A parental leave of absence without pay shall be granted to a teacher for a time period mutually agreed to by the teacher and the District for the purpose of childbearing as follows:
- 11.3.1 A teacher who is pregnant shall be entitled, upon request, to a parental leave of absence, which may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment throughout her pregnancy, as long as she is able to properly perform her required functions and on written approval of her physician.
 - 11.3.2 Any teacher shall be entitled, upon request, to a one (1) year parental leave of absence to begin within two (2) years after the birth of his/her child or within one (1) year after receiving de facto and/or de jure custody of any infant child (i.e., three (3) years of age or less) or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
 - 11.3.3 A maximum of one (1) year extension of a regular parental leave of absence may be secured, provided that request for such extension is received by the District Human Resources Officer no later than forty-five (45) working days prior to the expiration of the original leave.
 - 11.3.4 A maximum of two (2) consecutive years absence per teacher will be allowed for maternity and parent leave purposes.
 - 11.3.5 Salary schedule credit and years of service will not accrue to a teacher on such leave, unless the employee works at least seventy-five percent (75%) during the school year.
 - 11.3.6 At the end of the agreed parental leave of absence, the employee shall be assigned to a position substantially equivalent to the one previously held. If an employee wishes to return to active employment prior to the agreed terms of the leave, this may be done by mutual agreement of the employee and District.
 - 11.3.7 If a teacher on parental leave notifies the District of his/her desire to return to active employment after he/she has been on such leave for more than two (2) semesters, said teacher shall be assigned to the first available vacant position for which he/she is qualified. If more than one (1) teacher has given notice of his/her desire to return to active employment from a District-approved leave, the teacher who gave notice at the earliest date shall be assigned to the position in question. In any case, the teacher shall be assigned to an appropriate regular teaching position at the beginning of the next school year after he/she indicates his/her desire to return.
 - 11.3.8 While on parental leave, a teacher shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount of the premiums normally paid by the District for those who are actively employed.
 - 11.3.9 The granting of a parental leave of absence shall not deprive the Board of its right to dismiss a probationary employee in accordance with Sections 44948-44951 of the California Education Code or any other applicable provisions of the law.

11.3.10 Sick leave shall not be accumulated by an employee who is on a parental leave of absence for the purposes of this article.

11.4 Extended Illness Leave

11.4.1 Any teacher, who must be absent from his/her assignment because of illness or accident for a period of up to but not more than five (5) months, as per Education Code Section 44977, after all credited and/or accumulated sick leave in his/her account has been used, shall have deducted from his/her normal monthly salary due him/her for any of the five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee. All other provisions of Education Code Section 44977 shall apply.

11.4.2 Teachers on extended illness leave shall continue to be provided with the full range of regular employee fringe benefits as provided in this Agreement. Teachers shall not be entitled to extra-duty pay while on extended illness leave.

11.4.3 Persons utilizing these extended illness leave provisions may return to their regular positions upon notification to and written clearance from Human Resources to the school site and employee.

11.4.4 Persons who return to active employment, without having exhausted the entire five month period, shall be fully entitled to subsequent use of these provisions.

11.5 Health Leave of Absence

11.5.1 Any teacher, who must be absent from his/her normal assignment with the District because of illness or accident for a period extending beyond the expiration of the five (5) month period described in the "Extended Illness Leave" provisions above, shall be entitled to request unpaid health leave of absence from the District.

11.5.2 Health Leaves of Absence shall normally be granted for a period extending to the end of the current school year. Such leaves shall be extended, at the District's discretion, each time for a period not to exceed one (1) year. Such request shall be made in writing at least fifteen (15) days prior to the expiration of the current period.

11.5.3 A teacher resuming active employment from his/her initial Health Leave of Absence period shall be entitled to return to a position similar to that held prior to taking such leave. Return to active employment may be requested at any time during or at the conclusion of the initial leave of absence period. By mutual agreement of the teacher and the District, the teacher may return to active employment prior to the termination date of the leave.

11.5.4 A teacher desiring to resume active employment at the conclusion of an extension of the initial health leave of absence shall be assigned to the first available teaching vacancy for which he/she is qualified and which is acceptable to him/her. If more than one (1) teacher has given notice of his/her desire to return to active employment for a District-approved leave, the teacher who gave notice at the earliest date shall be assigned to the position in question. In any case, the teacher shall be assigned to an appropriate regular teaching position at the beginning of the next school year after he/she indicates his/her desire to return.

11.5.5 Sick leave shall not be accumulated by an employee who is on a Health Leave of Absence.

11.6 Personal Necessity Leave

11.6.1 Teachers shall be entitled to use accumulated and/or credited sick leave in case of personal necessity. No more than twenty (20) duty days shall be taken at any one time.

11.6.2 Purposes and/or reasons for which Personal Necessity Leave may be used shall include the following:

11.6.2.1 Death of a member of the immediate family. Use of personal necessity leave for this purpose shall occur after the full amount of Bereavement Leave time, as provided in 11.7.1, has been utilized.

11.6.2.2 Death of someone to whom the teacher has a close personal relationship.

11.6.2.3 Accident involving the teacher's person or property or the person or property of a member of his/her immediate family.

11.6.2.4 Appearance in court as a litigant or as a witness under an official order.

11.6.2.5 An illness or an unusual circumstance involving a member of the employee's immediate family, including child birth and child adoption, which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.

11.6.3 Applications for the use of Personal Necessity Leave shall be submitted so that they may be received by the District Human Resources Office at least five (5) days prior to the days upon which the employee is to be absent, except that such advance notification need not be submitted to items 11.6.2.1, 11.6.2.2, 11.6.2.3, and 11.6.2.5 above.

11.6.4 Such application shall be submitted using the District's automated absence verification system.

11.7 Bereavement Leave

11.7.1 A teacher shall be entitled to the use of up to three (3) days of fully paid leave of absence in the event of the death of any member of his/her immediate family or up to five (5) days of such leave if out-of-state travel is required. Verification may be required.

11.7.2 No charge shall be made against the employee's sick leave account for the use of this leave.

11.8 Personal Business Leave

11.8.1 A teacher shall be entitled to the use of up to three (3) days annually, during which he/she may be absent from his/her regularly assigned duties for the purpose of conducting personal business issues. With thirty (30) days notice and prior written approval by Human Resources, an additional one (1) day may be used annually at the sole discretion of the District.

11.8.2 These days shall not be used for:

11.8.2.1 Any form of concerted activity by the Association or employees generally.

11.8.2.2 Other employment or entrepreneurial activities.

11.8.3 Except in cases of immediate need, which cannot include activities deemed by District administration to be social or recreational, a teacher wishing to utilize the leave made available through this provision shall be required to notify his/her immediate supervisor and report the absence using the District's automated absence verification system, specifying the specific reason/activity associated with the request, at least ten (10) days in advance of the time which he/she intends to be absent.

11.8.4 The use of such leave shall be charged against the credited and/or accumulated sick leave in the teacher's sick leave account. If all sick leave is exhausted a teacher may apply to Human Resources for the use of remaining personal business days with appropriate notice. Such request may be granted at the District's discretion.

11.8.5 Regardless of whether a substitute is required, for activities deemed by District administration to be social or recreational, the minimum increment of such leave that may be taken is four (4) hours.

11.8.6 One (1) Personal Business day shall be granted per site per day for every fifteen (15) teachers at that site. Additional days per site may be allowed, depending on substitute availability and the advanced written approval of the site administration or Superintendent or his/her designee. The priority for which leave requests shall be granted when the number received exceeds the limit per site shall be based on the order which the requests were received, with the earliest receiving first consideration. Once a request for a Personal Business day has been approved, the request shall only be revoked upon mutual agreement by the site administrator or Superintendent/Designee and the teacher.

11.9 Professional Growth Leave

A teacher shall be entitled to paid educational leave as agreed upon by teacher and District.

11.10 Personal Leave of Absence

11.10.1 Any teacher shall be entitled to apply for, and to be considered for, personal leave of absence without pay from his/her regular assignment for any of the following reasons:

11.10.1.1 to care for a sick member of the immediate family

- 11.10.1.2 to improve education (i.e., study, travel, research)
 - 11.10.1.3 to serve in overseas dependent schools
 - 11.10.1.4 to serve in the Peace Corps
 - 11.10.1.5 to run for and serve in an elected office
 - 11.10.1.6 to seek personal renewal
 - 11.10.1.7 to participate outside the District as a paid employee in a specific, educationally-related project, which is temporary in nature and which may provide the teacher with experience that could ultimately be of value to the District.
 - 11.10.1.8 any other reason mutually agreed upon by District and teacher.
- 11.10.2 Probationary employees shall be entitled to a Personal Leave of Absence only for the reasons indicated in 11.10.1.1 above and then for a period of no more than two (2) full semesters.
- 11.10.3 In order to secure a Personal Leave of Absence, a teacher shall be required, except in cases of evident emergency, to submit application for such leave to the District Assistant Superintendent at least forty-five (45) calendar days in advance of the commencement of the leave period. Leave requested in order to care for a sick member of the teacher's immediate family (11.10.1.1 above) may be expected to qualify under the "emergency" category.
- 11.10.4 Except in cases of evident emergency, Personal Leaves of Absence shall commence at the beginning of the regular school year or at the beginning of the second semester.
- 11.10.5 Personal Leaves of Absence shall normally be for a period extending through the end of the current school year (next school year when granted during the summer months). Leaves granted pursuant to 11.10.1.1 above may be for a period extending to the end of the first semester if so specified by the teacher.
- 11.10.6 A one-year (1) extension of leave granted under this paragraph shall be considered, provided that the request for such extension is received by the District Human Resources Office no later than forty-five (45) calendar days prior to the expiration date of such leave, if the leave expires prior to the end of the school year. If the leave expires at the end of the school year, such notice shall be given prior to May 1.
- 11.10.6.1 A maximum of two (2) consecutive years of absence per teacher shall be allowed for personal leaves of absence.
- 11.10.7 Years of experience credited for salary schedule advancement and/or seniority purposes shall not accrue to a teacher on such leave, except for leave granted pursuant to 11.10.1.3, 11.10.1.4 and 11.10.1.7 above.
- 11.10.8 Any teacher who has been granted a Personal Leave of Absence for two (2) semesters or less shall, at the conclusion of his/her leave period, be assigned to a position which is substantially equivalent to the one previously held.

- 11.10.9 Teachers on Personal Leaves of Absence may not normally expect to return to active employment prior to the expiration of their leave period, except that such return may be accomplished if all the following conditions exist:
- 11.10.9.1 Their desire to do so is on file with the District Human Resources Office.
 - 11.10.9.2 A position for which they are qualified is open in the District.
 - 11.10.9.3 No other employee is interested in that position (i.e., either through transfer or return from District authorized leave).
- 11.10.10 If a teacher on Personal Leave of Absence notifies the District of his/her desire to return to active employment at the expiration of a leave that has been extended to include more than two (2) semesters, he/she shall be assigned to an appropriate regular teaching position at the beginning of the next school year.
- 11.10.11 While on a Personal Leave of Absence, a teacher shall have the option to remain an active participant in the fringe benefit programs of the District by contributing to the District the full amount normally paid by the District for those who are actively employed.
- 11.10.12 The granting of a Personal Leave of Absence shall not deprive the Governing Board of its right to dismiss a probationary employee in accordance with Sections 44948-44951 of the California Education Code or any other applicable provisions of the law.
- 11.10.13 Sick leave shall not be accumulated by an employee who is on a Personal Leave of Absence.

11.11 Industrial Accident and Illness Leave

- 11.11.1 Teachers shall be entitled to all benefits as established in California Education Code Section 44984, and said benefits shall be as follows:
- 11.11.1.1 Any certificated employee of the Porterville Unified School District, who shall have rendered one (1) day of service at an assigned duty station, shall be entitled to sixty (60) days leave for industrial accident or illness during any one fiscal year. Sixty (60) days industrial accident or illness leave is construed to mean sixty (60) days during which the schools of the District are required to be in session or when the employee would have been performing work for the District.
 - 11.11.1.2 The total of the teacher's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.
 - 11.11.1.3 A teacher shall be deemed to have recovered from industrial accident or illness, and thereby able to return to work, at such time as his/her physician determines that there has been such a recovery.
 - 11.11.1.4 Teachers on industrial accident and illness leave shall continue to be provided with the full range of employee fringe benefits as provided in this Contract.

11.11.1.5 Days of absence under industrial accident leave shall be reduced by one (1) day for each day of such authorized absence from duty, regardless of compensation award.

11.11.1.6 Industrial accident leave shall not be accumulated from year to year.

11.11.1.7 In order to be eligible for industrial accident leave, the teacher, while absent from duty within the District, shall remain within the State of California, unless prior approval is granted by the Board for travel outside the state.

11.11.1.8 A teacher who is eligible for re-employment and has been medically released for return to his/her duties, but fails to accept an appropriate assignment, shall be terminated.

11.12 Jury Leave

11.12.1 A teacher shall be entitled to as many days of paid leave as are necessary when he/she is required to serve on any jury except Grand Jury. Verification may be required.

11.12.2 Days of absence because of jury duty shall not be charged against the employee's sick leave.

11.12.3 Days of absence because of jury duty shall not have an adverse effect on an employee relative to the attainment of tenure or advancement on the District's salary schedule.

11.12.4 Stipends, less travel allowances, received by employees as a result of jury duty shall be paid to the District and no reduction in normal pay, fringe benefits or other benefits shall be imposed on the employee in any form.

11.13 Sabbatical Leave (Article Archived)

11.14 Partial Day Leave

11.14.1 The administratively approved absence of a teacher for intervals not more than two (2) hours for which a paid substitute is not employed will not be reported by campus principals, and no deductions from sick leave or salary will be made.

11.14.2 When a unit member voluntarily substitutes during his/her prep period at the request of another unit member (as distinguished from administrative assignment), and such activity is for the purpose of providing coverage for Partial Day Leave, such prep period substitution shall not restrict the District's right to assign a teacher during his/her prep period.

11.15 Association Leave

Association representatives shall have a total of forty (40) days per school year of paid leave to utilize for local, state or national conferences. These representatives shall be excused from school duties upon five (5) days advance notification to the Superintendent by the Association President. Substitute teachers for Association Leave shall be selected by the District.

- 11.16 Whether or not a substitute is needed, a teacher must report the absence using District's automated absence verification system as soon as the need to be absent is known, but no later than two (2) hours before their duty day begins. Failure to provide adequate notice multiple times without adequate explanation may be grounds for denial of leave with pay. The District may allow use of leave at its sole discretion with less than two (2) hours notice in the event of the teacher's emergency.
- 11.17 Pattern of leave abuse: Established patterns of five (5) or more absences immediately before and/or after weekends, holidays and vacation periods as well as absences occurring on scheduled minimum days within an academic year shall be considered a pattern of leave abuse.

ARTICLE XII - SUMMER SCHOOL, ADULT SCHOOL

- 12.1 Notice of anticipated summer school teaching vacancies shall be distributed to all unit members no later than May 1, if such vacancies are known to the District at that time.
- 12.2 Notice of anticipated adult school vacancies for positions with elementary or high school equivalents shall be distributed to all unit members at the earliest date possible.
- 12.3 Seniority within the District will be a consideration when making assignments to summer school and adult school teaching vacancies.
- 12.4 Notification of assignment to summer school and adult school shall be in writing and shall include the location of the assignment and the subject to be taught. This shall be done at the earliest date possible.
- 12.5 Summer school or adult school teaching shall be voluntary extra-pay service.
- 12.6 If a class is cancelled after a teacher has been assigned, the teacher will be offered an assignment to any unfilled assignment for which the teacher is qualified to teach.
- 12.7 Summer school hourly pay shall be based upon the total time a teacher is required to report to duty until his/her class is dismissed and include 1/2 hour of paid preparation time per four (4) hours of teaching time.
- 12.8 All summer school teachers shall be (1) credentialed in the content area they teach; (2) approved by the Governing Board and teach the course during the school year; (3) approved by Committee on Assignment; or (4) approved by Subject Matter Verification.

ARTICLE XIII - TRANSFERS AND REASSIGNMENTS

13.1 A transfer refers to any District action, which results in the movement of a unit member from one school site to another.

13.1.1 Transfers may be teacher initiated (voluntary) or Board initiated (involuntary).

13.1.2 Surplus classes and/or the elimination of programs shall be closed on the basis of District seniority of the teachers at that grade level at that site.

13.2 Voluntary Transfers

13.2.1 The administration shall post notice of all known certificated vacancies as they come to the attention of the District. Such notices shall be posted on the District's website at least five (5) calendar days prior to a closing date for applications, with an exception of three (3) days for a District-determined emergency, if such exception is approved in writing by the Association President. The closing dates for applications shall be specified on the notices of vacancies. Notices shall include the position, description and location, grade level or subject matter assignment and credential requirement.

13.2.2 A unit member's request for transfer shall be submitted using the District's electronic applicant tracking system, available on the District website.

13.2.3 All transfer requests received by the District Human Resources Office by the closing date contained in the vacancy announcement shall be considered for that opening.

13.2.4 Prior to April 15, voluntary transfers shall be given consideration in filling vacant positions for the subsequent school year within the District before outside candidates are considered.

13.2.5 Prior to April 15, placement of voluntary transfers, who are found acceptable through the selection process, shall be determined by seniority within the District.

13.2.6 Vacancies shall normally be filled within ten (10) days after the closing date for applications, and each applicant shall be informed in writing as to the disposition of his/her application relative to the position under consideration. Upon request, applicants shall receive an explanation for denial.

13.2.7 No position shall be filled until after the closing date for application specified on the notice of vacancy.

13.3 Involuntary Transfer

13.3.1 A meeting between the teacher and his/her immediate supervisor (principal) shall be held before a new assignment is made, at which time the teacher will be notified in writing as to the reasons for the proposed transfer.

13.3.2 Teacher shall be given notification in writing of any administrative request that they be transferred for the coming school year at the earliest possible date.

- 13.3.3 All involuntary transfers shall be for good and sufficient reason based on the needs of the District. Such transfers may be appealed through grievance procedure should the employee have doubts as to the existence of such needs.
- 13.3.4 Teachers, who must be involuntarily transferred from their current positions because of declining enrollment at a particular school site or for other similar reasons, shall have the right to indicate their preference for placement from among any bargaining unit vacancies that exist within the District of employment at the time or that become existent prior to July 1. This choice may be exercised two (2) times before July 1. If the teacher possesses the proper credential for a position and if no other displaced teacher with greater District seniority has indicated his/her preference for that position, the teacher shall be given that assignment by the Board or shall be given good and sufficient reasons for denial as per section 13.3.3.
 - 13.3.4.1 Vacancy shall be defined as a certificated assignment, which is being advertised for applicants by the District.
 - 13.3.4.2 Reassignment of existing site members shall be made before vacancies are announced.
- 13.3.5 An involuntary transfer shall not result in the loss of salary schedule placement exclusive of extra-pay compensation, seniority or any fringe benefit to a teacher.
- 13.3.6 In the event a teacher is involuntarily transferred during the school year and already established their room at a site, the teacher may request and the district shall grant up to one (1) day of release time, unless additional time is approved in advance in writing by the Superintendent or his/her designee. This time shall be scheduled by mutual consent of the teacher and District for preparation prior to the effective date of the transfer. If appropriate, suitable Classified personnel as determined by the District shall be provided to assist the teacher in packing and transporting supplies and materials.
- 13.4 A reassignment shall be defined as a change in a unit member's major assignment from one department to another department at one's school site for grades 7-12. A reassignment shall be defined as a change in a unit member's track and/or grade level to another track and/or grade level at one's school site for grades K-6.
 - 13.4.1 Reassignments may be teacher initiated (voluntary) or Board initiated (involuntary).
- 13.5 Voluntary Reassignments
 - 13.5.1 On or around the first school day following March 15th, each site administrator will e-mail a message to all site teachers at least three (3) calendar days before the opportunity for voluntary reassignment is considered closed. Along with a summary of the known vacancies at the site, the notice will ask any teacher that is interested in any reassignment for the subsequent year to submit their first, second, and third choice for a reassignment via an e-mail response to the site administrator.

This will be the one opportunity for teachers to submit their requests and the choices communicated will be used for all subsequent reassignment opportunities for the next school year to expedite the reassignment process.

13.5.2 All reassignment requests received by the site administrator by the closing date will be considered for subsequent openings.

13.5.3 Voluntary reassignments will be given priority consideration based on seniority in filling vacant positions within the site before off-campus candidates are considered.

13.5.3.1 Seniority for K-6 teachers on a traditional schedule shall be defined in the following order:

- 1st - at grade level
- 2nd - at school site

13.5.3.2 Seniority for 7-12 teachers shall be defined in the following order:

- 1st - in department
- 2nd - at school site

13.5.4 Upon request, applicants shall receive in writing an explanation for denial of voluntary reassignment.

13.6 Involuntary Reassignments

13.6.1 Teachers shall be given notification in writing of any administrative request that they be reassigned for the coming school year at the earliest possible date.

13.6.2 A meeting between the teacher and the site administrator will be held at least five (5) working days before a new assignment is made, at which time the teacher shall be notified in writing as to the reasons for the proposed reassignment.

13.6.3 All involuntary reassignments shall be for good and sufficient reason based on the needs of the District.

13.6.4 Teachers who must be involuntarily reassigned shall have the right to indicate their preference for placement from among any bargaining unit vacancies for which they are credentialed that exist within the school site at the time or become existent prior to July 1. This choice may be exercised a maximum of two (2) times before July 1. If no other displaced teacher on that campus with greater District seniority has indicated preference for that position, the teacher shall be given that assignment or shall be given good and sufficient reason in writing for denial as per section 13.6.3.

13.6.4.1 A vacancy shall be defined as an unfilled certificated assignment.

13.6.4.2 Upon request, applicants shall receive in writing an explanation of the reasons for the involuntary reassignment.

13.6.5 An involuntary reassignment shall not result in the loss of salary schedule placement exclusive of extra-pay compensation, seniority or any fringe benefit to a unit member.

- 13.6.6 Seniority for involuntary reassignments shall be the same as for voluntary reassignments (13.5.5.1, 13.5.5.2, 13.5.5.3).
 - 13.6.7 Teachers who are involuntarily reassigned to a grade level, which they have not taught previously within the prior five (5) years, that is more than two grade levels different from their current assignment shall be entitled to a one-time salary adjustment of one thousand dollars (\$1,000.00).
- 13.7 Opening of New School
- 13.7.1 The New School shall be initially open to voluntary transfers. The administration shall distribute to all teachers or post notices of all known certificated vacancies at the New School. Such notices shall be posted on the District's website at least ten (10) calendar days prior to a closing date for applications. The closing dates for applications shall be specified on the notices of vacancies. Notices shall include the position, description, location, grade level or subject matter assignment and credential requirement. Articles 13.2.2 through 13.2.10 shall apply to New School voluntary transfers.
 - 13.7.2 After voluntary transfers occur, voluntary reassignments shall be assigned as per Article 13.5.
 - 13.7.3 Involuntary transfers (displaced teachers) resulting from the opening of the New School shall be added to the District's displaced teacher list and shall be assigned as per procedures in Article 13.3.

ARTICLE XIV - CLASS SIZE

- 14.1 The Board agrees to class sizes of thirty (30) for Transitional Kindergarten through twelfth grade except as stated in Article 14.2.
- 14.1.1 For grades TK-6, if class size is exceeded by one (1) for a period of twenty (20) days, the District may elect to transfer students, pay a penalty of \$6.50 per pupil per day in the elementary level or reorganize a class. For grades 7-12, if class size is exceeded by one (1) for a period of twenty (20) days, the District may elect to transfer students, pay a penalty of \$1.00 per pupil per period at the secondary level or reorganize a class.
- 14.1.2 Reports will be sent via e-mail to each overage recipient and a summary report with the amount of each individual overage claim will be provided to the Association for review. Any questions or requests for clarification regarding the class size calculations shall be presented in writing to Human Resources within ten (10) Business days and payment for the identified issues will be withheld until resolved by both parties. All other overage claims will be considered final with payments made as soon as practicable and not subject to the grievance process at a later date.
- 14.2 Middle and High School physical education classes shall be subject to a maximum class size of forty-eight (48) students. If the class size is exceeded for a period of twenty (20) days, the District may elect to transfer students or pay \$1.00 per pupil per period. Athletic Weight Conditioning, Combatives, Basketball, Drill Team/Auxiliary, Cadet and Military Drill, Elementary Physical Education, classes taught before or after the regular school day, student aides, Elementary Art, Music, Choir, Dance, and Band classes shall be excluded from class size overage payments. The Association and the District shall meet to determine whether any future class, which might be established in physical education, shall be included or excluded in the class size calculation.
- 14.3 Overage penalties as per 14.1 will apply to Special Education Day Classes (SDC) if class size exceeds 14 students for Grades TK-3, 16 students for Grades 4-6, and an average of 17 students per Special Day Class for Grades 7-12.
- 14.4 Mainstreamed special education day class students: The District will provide educational and behavioral support for special needs students. This support will include direct services to students, as well as consulting services for staff. The process to access support will be multi-level and begin with a site referral to a Student Study Team (SST). The SST will provide a response, including an action plan, within three weeks. Teachers will participate in the SST. Teachers and support staff will implement action plans. Action plans shall be monitored and revised as necessary by the site administration and SST.
- 14.5 School counselors shall receive a lump-sum payment of \$500.00 each year if the average number of students for whom they are responsible exceeds the following:
- Middle School Counselor - 600 students
 - High School Counselor - 400 students
- 14.6 A teacher on a medical leave with written accommodations approved by Human Resources may claim overage during the approved period of absence if they continue grade reporting and continue to provide lesson plans as approved by the site administrator.

- 14.7 The Board and the Association recognize that class size is a major factor in determining the quality of education received by students; therefore, as soon as possible, efforts shall be made to reduce the number of students in classes of six in excess of the above-mentioned maximums.
- 14.8 Summer school classes shall have a maximum class size of 38 students. Class size will be determined at the end of the second week of summer school operation. Classes in excess of 38 students after the second week shall result in an overage payment of \$3.00 per student per day to the classroom teacher.
- 14.9 The District and the Association agree the class size limits contained in Article XIV shall be applied to classes TK-3, inclusive, on a school site basis, and that the negotiated class size limits meet all requirements of the Local Control Funding Formula's Class Size Reduction collective bargaining exception.

ARTICLE XV - LEARNING ENVIRONMENT

15.1 The District and the Association recognize that teaching and learning efficiency are dependent upon the total environmental factors present in a classroom. In an effort to resolve conditions that inhibit the learning progress of students, the following process shall be incorporated into the Agreement:

15.1.1 Issues that can be addressed through the learning environment process include:

- Student placement
- Number of subject area preparations
- Physical conditions
- Environmental conditions
- Assignments

The issues for the referral shall exist for a minimum of 15 consecutive duty days.

15.1.2 Composition of Learning Environment Committee (LEC):

- a. One K-6 teacher, one 7-8 teacher and one 9-12 teacher, each selected by the Association
- b. One K-8 administrator and one 9-12 administrator, each selected by the District
- c. The Committee will select a Chairperson.
- d. Members of the Committee shall serve a one-year term but may serve more than one term.

15.2 Process for addressing issues through the learning environment:

15.2.1 Use all resources, including contractual procedures that address the issue, in an effort to resolve the concern.

15.2.2 Consult with the site administration regarding concerns related to learning environment.

15.2.3 If there is no acceptable resolution or rationale within three duty days after consulting with the site administration, the certificated staff member may request a review of the issue by the Learning Environment Committee.

15.2.4 The request for a review is originated, within five (5) duty days of no acceptable resolution or rationale, when a Learning Environment Referral Form is completed by a certificated staff member and presented to the Human Resources Department.

15.2.5 The referral shall be forwarded to the Chairperson of the LEC within three duty days. The chairperson will convene the LEC and have ten (10) working days to investigate and recommend solutions to the appropriate persons. During this time, the advice and counsel of all parties involved shall be sought. If an acceptable solution is reached, the process ends.

- 15.2.6 If the recommendations are rejected by either the certificated employee or administration, within five (5) duty days, the LEC shall forward its recommendations to the Superintendent. The Superintendent shall have five (5) duty days to respond. The LEC shall have the right to meet with the Superintendent during this period to discuss possible resolutions. The Association shall have the right to appeal the decision of the Superintendent to the Governing Board, and said appeal shall appear as an agenda item at the next regularly scheduled Board meeting.
- 15.3 Copies of recommendations of the Committee shall be forwarded to the Association President, the Superintendent, the site administrator and the certificated employee initiating the referral.

ARTICLE XVI - TEACHER SAFETY

- 16.1 The District shall, upon recommendation of the student's teacher, consider excluding from a class any student who acts in such a way that the teacher believes good cause exists for such student's exclusion.
- 16.1.1 The District shall act upon the teacher's recommendation within five (5) days.
- 16.1.2 Should the District fail to follow the teacher's recommendation, it shall provide the teacher its reasons in writing.
- 16.2 A student expelled or suspended under paragraph 16.1 above shall not be entitled to return to any classroom until such time that the District determines that the conditions that prompted the expulsion or suspension no longer exist.
- 16.3 A teacher may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her principal and send the student to the principal for appropriate action.
- 16.4 Good cause is defined as assault or battery upon school personnel or any threat of force of violence directed toward school personnel at any time or place and shall constitute a basis for suspension or expulsion from school; however, no pupil shall be suspended or expelled unless the conduct for which he/she is to be disciplined is related to school activity or school attendance.
- 16.5 If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with his/her employment, such teacher will be entitled to be reimbursed for reasonable counsel fees incurred by him in his/her own defense up to a maximum of \$1,000, provided such teacher prevails in subsequent court proceedings or the charges are withdrawn.
- 16.6 Teacher shall immediately report cases of assault suffered by their in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police.
- 16.6.1 Such notification shall be immediately forwarded to the Superintendent, who shall act in appropriate ways as liaison between all parties involved.
- 16.7 The Board shall carry an aggregate total of \$5,000,000 of liability insurance, which shall cover teachers against personal liability for damage, death or an injury to a person, or damage or loss of property caused by the negligence of the teacher acting within the scope of his/her employment.
- 16.8 As used in this article, "within the scope of his/her employment", shall include any voluntary activities, which have been given specific approval by the principal or the District.
- 16.9 Every classroom shall have a working telephone with direct access to outside lines.
- 16.10 Incoming telephone calls shall be answered at the office or by voice mail during instructional time.
- 16.11 Notice of criminal history of a student shall be provided to the extent allowed by law, including, but not limited to, Education Code Section 49079.

- 16.11.1 A teacher shall be informed in writing, within a reasonable timeline, when a student is enrolled in his/her class or administration becomes aware of a student's history of violent behavior or conduct, which caused, or was a threat to cause, bodily injury to another person.
- 16.11.2 The site administrator shall inform other unit members who, in the judgment of the administrator and as allowed by law, should, also, be aware of a particular student's history.
- 16.12 All mandated training must be completed by September 1st or within four weeks after the first annual teacher work day. Teachers will be provided with adequate time during pre-service days to complete mandated trainings. Teachers who are unable to complete trainings during the time provided shall be responsible to complete trainings on their own time.
- 16.13 Electronic Record Keeping Devices: Electronic devices and services including, but not limited to, timeclocks, e-mail, absence management systems, ID badge scanners, District issued mobile phones and radios, electronic locks, Video Cameras, and alarm systems, may be utilized at any time to ensure security of district property as well as staff and student safety.
- 16.14 Searches/Testing: The District reserves the right to conduct searches of District premises based on reasonable suspicion (this includes, by way of illustration and not limitation: storage, desks, district-owned electronic devices and equipment) and to implement any other measures necessary to protect District property as well as ensure a safe and alcohol/drug-free work place.

When deemed appropriate by District administration and only after the Superintendent or his/her designee has been consulted and provided authorization, a teacher shall agree to be tested for legal or illegal substance use. When possible, District Administration will also consult a school resource officer and the officer shall provide his/her professional judgment as to whether testing is warranted. The District administration shall advise the teacher of the reasons why the testing has been deemed appropriate. Such testing shall be conducted by a licensed drug testing provider and shall be paid by the District. If tests show evidence of inappropriate substance use, District administration shall take the appropriate action and the teacher shall arrange for appropriate interventions, which may include a schedule for follow-up testing at the teacher's expense. Discipline, up to and including dismissal, is possible if subsequent tests show continued inappropriate use or if the teacher fails to appear for tests.

Supervisors and administrators responsible for implementing this article shall have completed training for identification of potential substance abuse. Any rehabilitation necessary, because of positive identification, shall be covered only to the extent currently available through the District's medical plan.

ARTICLE XVII - EMPLOYEE BENEFITS

17.1 Health Insurance

- 17.1.1 The Board shall make available to all represented teachers on contract a health insurance plan. The Board agrees to contribute toward the cost of the basic health insurance plan for employees who elect to subscribe to a family plan. The Board agrees to contribute toward the cost of the health insurance plan for the subscriber only plan. Mutual agreement of the Board and the Association shall be required for change of the claims administrator. In all cases, such administrator shall be external and separate from the District.
- 17.1.2 Bargaining unit members, who elect to participate in the health insurance plan, shall contribute toward the cost of the plan the following monthly amounts:

% Contract	75-84%	85-100%
Family Plan	\$147.18	\$60.00
Single Plan	\$64.55	\$35.00

Should two or more employees share one assignment, only one health benefit package shall be made available. Employees hired after July 1, 2018 assigned for less than a 75% contract shall not be eligible for participation in the District's medical, dental, and vision plan.

- 17.1.3 The Medical Plan Benefits shall be handled as follows: the employee shall pay a deductible of \$300 per individual or \$900 per family first. Subsequently, the District shall pay 80% and the employee shall pay 20% of eligible charges until the maximum out-of-pocket cost is reached. The maximum cost per year to an individual shall be \$1,500, and the maximum cost per family unit shall be \$3,000.

(Example: A doctor's bill of \$30 would result in the District paying \$24 and the employee paying \$6.)

If the amount of co-payment in one family during a policy year amounts to \$3,000, the District shall pay 100% of remaining eligible costs, as provided in the current medical coverage.

- 17.1.4 The health benefits document and summary plan description approved by the District and the Association shall be, by reference, made a part of this Agreement and posted electronically on the District website and shall be subject to the provisions of Article X.
- 17.1.5 Each medical office visit shall have a co-payment of \$20.00 per covered individual per day. Each emergency room visit that does not result in hospital admission shall have a co-payment of \$75.00 per visit.

17.2 Dental Insurance

- 17.2.1 The Board shall make available a dental insurance plan. This plan shall cover the employee and his/her eligible dependents. The Board shall make available the DELTA Preferred Option as an alternative to that dental coverage listed elsewhere in this Article.
- 17.2.2 The dental cap shall be \$2,500 per year.

17.3 Vision Program

17.3.1 The Board shall make available a vision care program with examinations, lenses, and frames available every twelve (12) months with a ten dollar (\$10.00) deductible.

17.3.2 The above-described program shall cover the employee and his/her eligible dependents.

17.4 The Board shall contribute to the premiums above in a manner as described above for a permanent teacher who is absent due to illness and who has exhausted his/her accumulated paid leave. The period of time for this continued contribution by the Board shall not exceed three (3) months following exhaustion of said leave.

17.5 Retiree Benefits

17.5.1 A unit member may retire from the District and maintain the applicable health insurance for ten (10) years or until Medicare is effective, whichever comes first, if all of the following conditions are met:

17.5.1.1 Written notice of retirement from employment with the District effective on or before June 30th of the school year of application is provided to the District on or after September 1st and prior to March 1st each school year.

17.5.1.2 The unit member has reached fifty-five (55) years of age.

17.5.1.3 The unit member has participated in the District health insurance for fifteen (15) years prior to retirement.

17.5.1.4 The unit member retires through the State Teacher Retirement System (STRS) or the California Public Employee Retirement System (PERS) and in good standing with the District.

At the discretion of the Superintendent or designee, using the same criteria outlined above, health insurance benefits may be maintained with a retirement notice prior to September 1st or after March 1st if the teacher demonstrates extenuating circumstances that would have prevented the required notice. The amount of District contribution shall be the same as the amount contributed toward the insurance cost of regular full-time employees.

17.5.2 With the same requirements for notice and potential for extenuating circumstances specified above, a unit member shall be entitled to receive reimbursement from the District for seventy-five (75) percent the premium cost of supplemental health insurance upon becoming eligible for Medicare if all of the following conditions are met:

17.5.2.1 The unit member was employed by the District before January 1, 2008.

17.5.2.2 The teacher has participated in the District health insurance plan as a unit member for fifteen (15) years prior to retirement.

17.5.2.3 The unit member retires through the State Teacher Retirement System (STRS) or the California Public Employee Retirement System (PERS) and in good standing with the District.

The retiree shall enroll in Medicare A & B at his/her own expense and purchase a Medicare supplement plan. The District shall reimburse the employee, upon receipt of proof of payment, for seventy-five (75) percent of the paid premium to a maximum of seventy-five (75) percent of the Blue Cross premium for supplemental coverage.

- 17.6 Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage under the plan until October 1 of the ensuing school year, unless coverage is provided earlier by another employer. A teacher who is separated from the District during the school year shall have their benefits terminated at the end of that month.
- 17.7 Upon notice of changes to the plan required by amendments to the Affordable Care Act or similar legislation, the District shall provide similar notification within thirty (30) days to the Association.
- 17.8 The District shall retain on the health insurance program described herein adequate aggregate "stop-loss" insurance to guarantee that the District's loss shall not exceed the District's budgeted amounts for health insurance.
- 17.9 The Medical Program shall provide for pre-determination of coverage of non-emergency surgical benefits. Requests for pre-determination made to the plan administrator shall be accompanied by a second confirming opinion from a licensed physician of the unit member's selection.
 - 17.9.1 Specific procedures to be used for requesting pre-determination of coverage and for obtaining and submitting consulting opinions for non-emergency surgery shall be developed by the plan administrator within the terms of this Agreement.
 - 17.9.2 Physicians to be used for obtaining consulting opinions under this provision shall be the choice of the unit member. The physician's fee(s) for the consulting opinion shall be paid in full through the medical program.
- 17.10 Plan benefits subject to change only by mutual agreement.
- 17.11 An Insurance Advisory Committee to be formed composed of representatives from CSEA, PEA and the District. Each group shall have one vote. Any change in the language of the Medical Plan Document shall be subject to acceptance by the Insurance Advisory Committee. The District can appeal an Insurance Advisory Committee decision to an arbitrator.
- 17.12 Billing errors not caught by utilization review, which result in savings to District, shall be split 50/50 between employee catching error and District.
- 17.13 All teachers will be enrolled automatically for their monthly insurance premium contribution in an I.R.S. Section 125 plan. The plan shall have no cost to the employee or the District, unless mutually agreed otherwise.
- 17.14 The District's annual contribution to the health plan per covered employee shall not exceed \$18,000. In the event that actual costs for health benefits exceed the negotiated maximum District contribution, the following procedure shall be implemented:
 - 1) Costs in excess of the benefit obligation of the District shall be subtracted from any available funded C.O.L.A. of the excess obligation shall be paid by delaying the start date of the C.O.L.A. adjustment to the salary schedule.

- 2) Should there be insufficient dollars from Item 1) above, costs in excess of negotiated benefit obligation of the District shall be charged to the group members, divided equally by all employees; and a monthly deduction from payroll shall begin October 1 of the subsequent year. The amount deducted shall be calculated to repay the total excess by June 30 of the same fiscal year.
- 17.15 MANDATED SPOUSAL OR DOMESTIC PARTNER COVERAGE REQUIREMENT - Working spouses/domestic partners of District employees, who are offered an employer-sponsored health program(s), shall enroll in that health insurance program in order to be eligible for the District's health plan.
- 17.16 In the event actual benefit costs fall below the negotiated District maximum contribution, the District shall apply seventy-five percent (75%) of the funds to any overage (if there is an overage) that may occur in the next fiscal year.
- 17.17 A teacher who is on a mandatory and/or compulsory leave of absence due to a sex offense specified in Education Code 44010 or a controlled substance offense specified in Education Code 44011 shall have the option of continuing the full range of normal employee health and welfare benefits during the entire period of such leave at the teacher's sole expense, which also includes the normal District contribution.
- 17.18 The District and the Association agree to meet and confer over the effects to the employee health plan from future changes to Federal healthcare legislation.
- 17.19 Every three years unless the Insurance Advisory Committee (IAC) determines the need for a more frequent interval, a Dependent Eligibility Review shall be conducted with any associated costs for the review borne by the plan.

ARTICLE XVIII - CERTIFICATED EMPLOYEE EVALUATIONS

18.1 All parties within the Porterville Unified School District understand and agree that the principle objective of the teaching profession shall be to improve the quality of the educational process and to establish a positive learning environment that promotes opportunities for success for all students. A qualified, well-trained and highly motivated teaching staff is essential for the success of students. A comprehensive and collaborative evaluation process is a means for achieving that success. The Porterville Unified School District observation and evaluation process applies the California Standards for the Teaching Profession (CSTP), the content standards, and the requirements of Education Code Section 44662 as a means to assist all certificated employees, but especially less experienced professionals, in improving their professional skills.

18.2 Evaluation Procedures

18.2.1 Every probationary certificated employee shall receive a written summary evaluation by the administration at least once each school year. The first summary evaluation shall be no later than February 15.

18.2.2 As authorized by Education Code 44664, evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- 1) At least once each school year for probationary personnel.
- 2) At least every other year for personnel with permanent status.
- 3) At least every three (3) years for personnel with permanent status who have been employed at least ten (10) years with the District, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et. seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

18.2.3 At least five (5) school days prior to the first formal observation, the evaluator will notify the certificated employee of the observation. The evaluator will attempt to coordinate a range of observation times with the teacher. If the evaluator is unable to perform the observations at these times, new times will be established. Informal observations may be conducted at any time.

18.2.4 For probationary teachers, the summary evaluation shall be based upon at least one (1) formal observation lasting at least thirty (30) minutes. A minimum of two (2) observations, each being at least thirty (30) minutes, shall take place prior to any negative comments being included in an evaluation where the rating is 'Not Recommended'.

18.2.5 Permanent teacher evaluations shall be based upon at least three (3) informal observations, each no longer than twenty (20) minutes, unless an overall unsatisfactory rating is being considered, in which case the procedure specified in 18.2.3 shall be followed. Prior to any formal observation being scheduled, teachers will be advised of specific deficiencies relative to the CSTP. Two (2) formal observations, each being at least thirty (30) minutes shall take place prior to any negative comments being included in an overall unsatisfactory evaluation.

- 18.2.6 Any permanent certificated employee who receives an unsatisfactory evaluation shall, upon request, be entitled to a subsequent observation by another certificated administrator, mutually agreeable to the bargaining unit member and principal.
- 18.2.7 The certificated employee's evaluator shall take affirmative action to assist the teacher in the correction of any cited deficiencies. Such actions shall include specific recommendations for improvement and direct assistance through the development of an assistance plan. The plan may include the use of release time for the certificated employee to visit and observe other similar classes.
- 18.2.7.1 The employee shall be responsible for implementing the recommendations identified in the assistance plan and shall strive to correct the cited deficiencies.
- 18.2.8 If subsequent remedial action eliminates the unsatisfactory evaluation and/or identified deficiencies, the evaluation(s) shall state such improvement.
- 18.2.9 No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no authority to correct deficiencies.
- 18.2.10 Hearsay statements shall not be used in the written evaluation, either directly or in reaching any conclusion set forth therein.
- 18.2.11 The grievance resolution procedure established herein may be utilized for processing any disputes that arise over the evaluation procedure described herein. In the event that a dispute arises and such dispute is resolved in favor of the evaluatee, the disputed evaluation shall not be kept by the District in any file, office or place. Such evaluations as exist shall be delivered to the evaluatee for disposition.
- 18.2.12 The District shall release certificated employees who are chosen to serve on the Commission on Professional Competence in accordance with Education Code Section 44944. Such service shall be considered a professional responsibility, and the rights and duties of the certificated employee rendering such service shall be those contained in Education Code Sections 44944 and 45047.
- 18.3 A District-wide form shall be used for all formal observations and summary evaluations.
- 18.3.1 Form shall include the following:
- a. Strengths and weaknesses of teacher.
 - b. The teacher's signature indicates the teacher received a copy of the observation or evaluation and does not necessarily agree with the contents.
 - c. Teacher shall receive a copy when signed.
 - d. Any negative comments shall result in a conference that is designed to improve the area of concern.
- 18.3.2 All observation forms, evaluation forms and letters of reprimand shall state: "A teacher has the right to respond in writing to any observation, evaluation or letter of reprimand within ten (10) working days, and such response shall be attached to the original document."

18.4 Any Certificated employee with 'Unsatisfactory' evaluations in two (2) consecutive school years shall remain at their current salary step and class until a higher rated evaluation has been attained. Per Article 18.2.6, one of the observations used as the basis for the evaluation(s) may be conducted by another administrator, if requested, and the second year's evaluation must specifically reference the areas in the assistance plan where there was not sufficient improvement. The primary evaluator shall meet with the Certificated employee at least once per semester to review the assistance plan until a satisfactory evaluation is obtained. An Association site representative may attend the meeting at the discretion of the Certificated employee.

Subsequent to receiving a higher rated evaluation, the employee will again become eligible to progress to the next step available, if appropriate. Such advancement will occur at the conclusion of the school year in which the higher rated evaluation occurs.

ARTICLE XIX - TEACHER RESPONSIBILITIES FOR SUPERVISION OF NON-TEACHERS

19.1 Assistants

19.1.1 Assistants for purposes of this section mean instructional assistants, teacher assistants, clerical assistants and volunteer assistants.

19.1.1.1 Teachers shall be involved in the initial employment or selection of assistants assigned to his/her classroom.

19.1.1.2 An assistant shall perform only such duties as, in the judgment of the certificated personnel to whom the assistant is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to pupils. An assistant need not perform such duties in the physical presence of the teacher, but the teacher shall retain his/her responsibility for the instruction and supervision of the pupils in his/her charge. In no case will a teacher be required to supervise assistants in more than one (1) additional classroom other than his/her own.

19.1.1.3 The District shall supply all pertinent background data upon request (e.g., interests, talents, education) of an instructional assistant, teacher assistant or voluntary assistant to the teacher who is being asked to supervise such assistant.

19.1.1.4 A teacher shall be consulted in the evaluation of an assistant who is assigned to his/her classroom.

19.1.1.5 A supervising teacher shall not be required to perform additional assignments outside the classroom while he/she is supervising an assistant, except in 19.1.1.2 above.

19.1.2 Nothing contained in this Article shall prevent the Board from hiring non-bargaining unit personnel to perform the following non-teacher duties: Lunch supervision, ground duty, collection of student monies, mail distribution, bus duty, maintaining student attendance records.

19.1.3 An effort will be made to secure a replacement for an assistant who is absent.

19.2 Student Teachers

19.2.1 Bargaining unit members will not be required to accept the assignment to them of a student teacher(s) without the unit member's agreement.

19.2.2 Any stipend received by the District as a result of the assignment of a student teacher to the District shall be forwarded to the receiving master teacher in the same manner as has been the practice of the District. Any cost to the District, which is associated with a student teacher, such as Worker's Compensation expenses, shall be deducted from any stipend prior to payment to the receiving master teacher.

ARTICLE XX - STATUTORY CHANGE

20.1 Mandatory changes in teacher benefits, which are included in this Agreement, which are brought about by the amendment of statutory provisions in California or federal law, shall be incorporated into this Agreement.

ARTICLE XXI - SALARIES

- 21.1 All teachers assigned to days/hours other than the required number of days and/or hours as set forth in Article XXIV and XXIX of this Agreement (except as specifically provided for in Appendix A, Special Service Added Pay Schedule), shall receive salary which is not less than that which bears the same ratio to the established annual salary for his/her position as the number of days and/or hours he/she serves bears to the number of working days and/or hours required for his/her job classification.
- 21.2 Notwithstanding Paragraph 21.1 above, teachers who serve for one (1) full school semester shall receive not less than one half (1/2) the annual salary for his/her position.
- 21.3 All bargaining unit members shall be paid on a 12-month basis (annual salary paid in 12 payments), except new employees. New employees shall receive his/her first warrant after approximately one month of service. For those members whose regular work year starts in August or later, it is understood that a July salary payment is an advance payment to the school year that runs July through June.
- 21.4 Once calculated and the employee having been notified, all overpayments shall be repaid by the end of the fiscal year, evenly distributed over the remaining months unless an alternate repayment schedule is mutually agreed to in writing by the teacher and District.
- 21.5 All teachers new to education shall have \$1,000 allocated in his/her school budget accounts for use in equipping his/her classroom with supplies or equipment.
- 21.6 All employees will receive their paychecks and any district reimbursements for work related expenses (conferences, travel, etc.) via direct deposit to a checking or other similar account at a financial institution of their choice. All employees will enroll in the online employee portal and choose to receive their respective Automatic Paid Deposit (APD) paystubs and W-2s electronically. All employees will maintain this selection unless granted approval in writing by the Superintendent or his/her designee.
- 21.7 Certain Added Pay contingent on variables such as that for a Department Chair that is dependent on the total number of sections may be delayed until at least the end of September to ensure accuracy and minimize later adjustments.

ARTICLE XXII - TEACHER TRAVEL

- 22.1 Teachers who may be requested to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between arrival at the first location at the beginning of his/her work day and departure from their last location at the end of their work day at the rate established by the Internal Revenue Service.
- 22.2 Teachers who are authorized by the District to use their personal car for field trips or other business of the District shall receive the mileage allowance provided in 22.1 above or have the option of using a District credit card.
- 22.3 Travel assignments shall not be made to discipline teachers.
- 22.4 Teachers who do not own or have access to an automobile and who are required to travel in order to perform their duties shall be entitled to use school transportation if it is available.

ARTICLE XXIII - PHYSICAL EXAMINATIONS

23.1 All required examinations for continuing employment shall be provided by the Board. No physical or mental examinations shall be required of any teacher, unless such exams are paid for by the District.

ARTICLE XXIV - SCHOOL CALENDAR

- 24.1 The length of each school year during the terms of the Agreement for traditional calendar schools shall be one hundred eighty-one (181) days.
- 24.2 The length of the school work year shall be one hundred eighty-six (186) days, except for new employees, who shall work one hundred eighty-seven (187) days, and except for those teachers who work additional days beyond the one hundred eighty-six (186) duty days work year.
- 24.3 Subject to available funding, at the discretion of the District, teachers holding other than preliminary or clear credentials and teachers new to the district shall work up to ten (10) additional days for staff development and in-service training targeting historically underserved students as organized by the District. Teachers receiving an unsatisfactory evaluation the preceding year, shall work up to five (5) additional days and receive similar in-service training and staff development as it pertains to areas for improvement identified in the assistance plan, as organized by the District. Other certificated staff may request to participate in such training at the District's discretion. Compensation shall be at the teacher's respective hourly rate and paid only for verified attendance.
- 24.4 By April 1 of each year, the District will have adopted calendars two (2) years ahead.
- 24.5 There shall be up to four (4) minimum days for the purpose of parent conferencing at grades 1-8. The school day may be adjusted at District's option to make up lost minutes. The District shall determine the dates following input from the Association.
- 24.6 The day before Thanksgiving and spring break shall be student attendance minimum days. On these two (2) days, all students shall be released by 12:45 p.m. and teachers shall be released from duty at 1 p.m. The last teacher work day prior to Christmas Break will be dedicated to grade reporting and the teachers will be released at two (2) p.m.
- 24.7 Each Wednesday, students shall be released at 1:45 p.m. with the remainder of the duty day designated for Collaboration and Professional Development. On-site meetings shall begin promptly at 2:00 p.m. and will be used to work on instructional and curriculum related matters with other teachers of the same grade level or subject area and/or in groups of varying grade levels or departments for articulation. This time is not to be used as individual preparation time. Within these guidelines, weekly agendas shall be pre-planned by administration with input from staff. No more than thirty minutes of this time may be used by administration for a general staff meeting to address announcements and other school business.

ARTICLE XXV - TEACHER ORIENTATION

- 25.1 The Board shall supply the Association with a list of the names and addresses of all such teachers no later than August 15. Names and addresses of teachers hired thereafter shall be transmitted immediately to the Association President.
- 25.2 All teachers shall follow the adopted calendar and shall not be required to perform services for the Board, including attendance at Board workshops or tours of civic meetings prior to the first day of required student attendance, except those teachers under contract for service beyond the regular work year and according to the provisions of Article 24.3.
- 25.3 One (1) hour per day as requested shall be set aside for Association meeting(s) during pre-service work days. Such time shall not exceed three hours total if the number of pre-service workdays exceeds three.
- 25.4 Up to one (1) hour during the annual new-teacher orientation day shall be set aside for Association business.
- 25.5 Extra-duty days may be added annually if mutually agreed upon by the District and unit member.

ARTICLE XXVI - PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- 26.1 Education Code Sections 44922 and 22724 are incorporated into this Agreement and supplemented as follows:
- 26.1.1 On or before January 1, the Board shall notify each teacher regarding eligibility for part-time employment as of the commencement of the ensuing school year. Such notification shall include the following:
- 26.1.1.1 Eligibility requirements for the program.
- 26.1.1.2 A clear explanation of the benefits and duties which attach to an enrollee in such program.
- 26.1.1.3 A statement to the effect that the teacher should not enroll in such program until he/she and the Board mutually agree on his/her job descriptions, his/her duties, his/her hours, the location or locations at which he/she is required to perform his/her services and the duration of his/her participation in the program.
- 26.2 The agreement entered into between a teacher and the Board pursuant to this Article shall incorporate the matters contained in 26.1.1.3 above.
- 26.3 Any teacher who is interested in participating in the program shall notify the District Human Resources Office no later than March 15. The Board or designate shall schedule a meeting with each such teacher on or before April 30 to develop a mutually agreeable program for such teacher. The Association shall be notified as to the applicants for this program.
- 26.4 The agreement between the Board and the participating teacher shall be consummated on or before May 15. The teacher may be accompanied by an Association representative in any meeting he/she attends with the Board pursuant to this Article.
- 26.5 No teacher shall be pressured overtly or indirectly to participate in this program.
- 26.6 On or before May 18, the Board shall provide the Association with a list of the teachers who will be participating in the part-time employment program in the coming school year.
- 26.7 A teacher who has entered into an agreement with the Board to participate in the part-time employment program shall have five (5) days from the date of his/her signing the agreement to revoke such agreement.
- 26.8 The teacher must notify the Board in writing of his/her desire to terminate the existing agreement no later than March 15. When an agreement is terminated by the mutual consent of the teacher and the district, the teacher shall be eligible to return to employment in conformity with 11.5.5.
- 26.9 A teacher who participates in the part-time employment program shall be paid on the last day of each month for all services under agreement performed during such month.

ARTICLE XXVII - SAVINGS

27.1 If any provision of this Agreement or any application thereof to any teacher is held by the court of appropriate jurisdiction or by a State or Federal or Administrative Agency to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision. All other provisions or application shall be deemed invalid to the extent required by such decision. All other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII - TEACHING HOURS

- 28.1 Teachers shall be required to report for duty at 8:00 a.m. and remain on duty until 3:50 p.m. On Fridays or the day preceding a holiday, teachers may leave after 3:35 p.m. unless assigned bus duty. Teachers will not be required to supervise students from 8:00 to 8:05 a.m. The first bell shall ring at 8:05 a.m., at which time teachers shall be responsible for student supervision as directed by administration. The instructional day shall begin at 8:10 a.m.
- 28.2 Teachers may be required to attend an equivalent of one sixty-minute (60), beyond-the-workday faculty meeting every nine (9) weeks including, but not limited to, Back-to-School Nights, Advisory Committee Meetings, and Open Houses, except for emergency purposes. An accurate record of emergency meetings shall be kept.
- 28.3 Teachers are entitled to a flexible work-day schedule with the written consent of the site principal and Human Resources. Approval for an individual's use of a flexible schedule may be withdrawn for documented abuse or need for conferences, in-services, etc. The intent of use of a flexible work-day schedule is for temporary and sporadic use and is not be used on a regular or ongoing basis.
- 28.4 Except as otherwise provided herein, teacher instructional time, including both preparation periods and passing times at the middle school and senior high school levels, shall not exceed the instructional time limits listed below for any given school day:

	Minutes
28.4.1 Elementary:	
28.4.1.1 Primary (Grades TK-3)	315
28.4.1.2 Intermediate (Grades 4-6)	345
28.4.2 Middle School (Grades 7-8)	370
28.4.3 High School (Grades 9-12)	400
28.4.4 Should the state eliminate passing times in calculating minimum minutes of instruction, the Association agrees to reopen 28.4.2 and 28.4.3.	
28.4.5 Minimum Days:	
28.4.5.1 Elementary (Grades TK-6)	290
28.4.5.2 Middle & High School (Grades 7-12)	305

- 28.5 Teachers shall be available from the end of the student day to the end of the working day for school-related matters as directed by the administration. Any teacher who agrees to teach a class after the end of the normal student day or who is required to supervise detention shall be compensated at the rate of .00067 X A-1 on salary schedule per hour, except for those activities covered by the added pay schedule during this time period.
- 28.5.1 Every effort shall be made to schedule required parent conferences during the teacher's regular work day.
- 28.6 Any unit member who teaches full time in the middle or high school classroom shall have ten (10) single periods for preparation within each ten school day period. All teachers in grades 1-12 may be required to substitute during his/her preparation period, and such substitutions shall not exceed six (6) times per year. Pay for period substitutions shall be as per 28.5 per period.

- 28.6.1 Added pay for Pathway/Linked Learning shall be for teachers in core subject and CTE courses for each designated open choice pathway. Teachers who receive a full or partial high school teacher Pathway added pay assignment are required to utilize a minimum of one (1) preparation period every two (2) weeks for collaboration and development of integrated lessons supportive of Porterville Unified School District graduate and Pathway outcomes. Teachers who obtain a Linked Learning credential and/or certificate, as approved by the District, shall be eligible for placement on the next column (Column C) of Appendix A - Special Services Added Pay Schedule.
- 28.7 Full-time classroom teachers who are under contract to provide daily classroom instruction throughout the school year in place of their preparation period shall receive the added compensation of one-sixth (1/6) of Step A-1 of current salary schedule. A one (1) quarter or semester contract will be pro-rated.
- 28.8 Elementary (K-6) full-time classroom teachers shall have three and three-fourths (3 3/4) hours per week set aside for preparation and planning during the duty day. During weeks where there are fewer than five regularly scheduled school days (such as a week where a minimum day or holiday(s) are scheduled), this amount of time shall be pro-rated accordingly. Teachers shall be notified in writing a minimum of three (3) school days in advance if the time for their regularly scheduled preparation period must be modified.
- 28.9 Any unit member who provides assigned services to the District outside the regular school day shall receive added compensation as indicated on the Special Services Added Pay Schedule (See Appendix A).
- 28.10 Every teacher shall be entitled to at least a thirty-minute (30) duty-free lunch period and a five-minute (5) relief period each morning.
- 28.11 The Association, in its capacity as the unit representative, shall, upon request, be permitted the following times for conducting Association business.
- 28.11.1 One (1) hour on each Professional Development Day, as long as day meets minimum time required by state.
- 28.11.2 Insofar as there is no conflict with District plans, the time following the end of the school day.
- 28.12 Teachers who are responsible to submit grades for students shall submit all information for progress reports and grades within three (3) days of the reporting period except in the case of end of year grades which shall be due on or before the last day of school.

ARTICLE XXIX - EFFECTS AND IMPACT OF LAYOFFS

- 29.1 No later than March 1, prior to the issuance of any layoff notices, the District shall notify the Association of its intent to layoff bargaining unit members.
- 29.2 Within five (5) days of notification to the Association, the District and the Association shall meet to negotiate the effects and impact of the proposed layoffs to the extent that such effects and impact are negotiable by law. All layoffs will be based on seniority. An annual seniority list shall be established and shall include all certificated employees employed in a position requiring certification as follows:
- 29.2.1 Date of first day of paid service with a preliminary or clear credential in a permanent position.
- 29.2.2 Date of first day of paid service with an intern credential following the least senior fully credentialed employee.
- 29.2.3 Date of first day of paid service with an emergency permit following the least senior intern credentialed employee.
- 29.2.4 Date of first day of paid service with a temporary contract following the least senior emergency permit employee.
- 29.2.5 Ties that exist due to the same first day of paid service shall be resolved by a point system:
- Five (5) points for each clear credential on file with the District.
 - Four (4) points for each advanced degree (Masters or Doctorate).
 - Two (2) points for each supplementary credential on file with the District.
 - One (1) point for each year of verified teaching experience in a K-12 position requiring a credential.
- 29.2.6 A random draw shall be utilized to break ties that continue past the process in 29.2.5.
- 29.2.7 Seniority shall not be affected by credentials, degrees, or service earned after the initial tie is broken.
- 29.3 The Seniority list shall be used for all decisions made based on seniority, including, but not limited to reduction in force and displacement. However, in the case of a reduction in force, tie breaking criteria identified in Article 29.2.5 shall not be used. Tie breaking criteria for reduction in force shall be determined by the District when the need for a reduction in force is determined.
- 29.4 Administration and the Association shall review the District seniority list annually. Any request for clarification or adjustment shall be in writing and the employee shall receive a written response within fifteen (15) days.

ARTICLE XXX - MISCELLANEOUS PROVISIONS

- 30.1 Any individual contract between the Board and an individual teacher hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 30.2 All teachers who, at their own expense and time, produce tapes, publications or other educational material shall retain complete rights should they be copywritten or sold by the Board.
- 30.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Agreement shall be posted on the District website.
- 30.4 A teacher's written notification to the Board that he/she intends to resign shall become effective and irrevocable at the time received by the Human Resources office.
- 30.5 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code Section 3543.2 is without precedent as to any future position by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse to negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code Section 3543.2.
- 30.6 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that the Association and the District shall support this Agreement for its term and shall not appear before any public body or bodies to seek change in the existing Agreement, except by mutual written agreement of the District and the Association.
- 30.7 Bargaining unit members, shall not be required to provide and conduct specialized health care procedures, including but not limited to dispensing medication, catheterizations, Credé's method, diapering, toileting, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining.
- 30.8 The District shall carry \$5,000,000 (five million dollars) of liability insurance to cover employees for actions taken within the scope of their employment.
- 30.9 Implement dress code as per Appendix E. Any disciplinary action related to this issue shall be subject to just cause and due process standards and procedures. This section (30.9) shall be subject to Binding Arbitration provisions contained in Article 10 of this Agreement.
- 30.10 Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- 30.11 Excluding itinerant teachers and movement due to construction and modernization, a full-time comprehensive teacher, who is assigned to one site, who must change rooms three (3) or more times in the course of their regular daily assignment will receive a payment of \$1000 annually. Extra periods taught shall not count toward this number. The \$1000 can be prorated for a semester.

ARTICLE XXXI - EFFECT OF AGREEMENT

- 31.1 It is be the intention of the parties that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state law to the extent permitted by state law and that, in the absence of specific provision in this Agreement or the Education Code, such practices and procedures shall be discretionary with the District.
- 31.2 Unless otherwise specifically provided herein, it is be agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement and even though any such subject or matter was proposed and later withdrawn.
- 31.3 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.

ARTICLE XXXII - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 32.1 Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the Board shall deduct one twelfth (1/12) of such dues from the regular salary check of the teacher each month for twelve (12) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. All employees in the bargaining unit who are members of CTA on the effective date of this Agreement and employees who hereafter come into the bargaining unit and join CTA shall remain as members of CTA for the life of the Agreement, with the exception that any member may withdraw from CTA between July 1 and July 30 of each calendar year. Members who desire to withdraw during this time frame may do so by notifying the District and CTA in writing of his/her decision.
- 32.2 If conscience prevents a member of the unit from joining the Association, he or she may contribute the amount of the fee to the Porterville Unified School District Memorial Scholarship Fund for the use of Porterville Unified School District students. An alphabetized list crediting those unit members with payment into the Scholarship fund shall be included with the remittance list described in paragraph 32.3 below.
- 32.3 With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to remit such monies to the Association at its membership processing office, Post Office Box 4178, Burlingame, California 94010, accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 32.4 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- 32.5 Upon appropriate written authorization from the teacher, the Board may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

ARTICLE XXXIV - DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL

34.1 Purpose:

34.1.1 The purpose of this article is to establish just cause, due process and progressive discipline procedures and rights for the disciplinary action affecting bargaining unit members. These provisions govern discipline for all bargaining unit members and supersede California Education Code Section 44932, et. al. to the extent those sections would otherwise be deemed applicable.

34.1.2 No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without just cause.

34.1.3 Any alleged misconduct, which can be remedied by progressive discipline, must be remedied in accordance with this Agreement. The District retains the discretion to move forward with a disciplinary action under Education Code section 44932, et. seq. at any time the District deems necessary. Additionally, the District retains its right to issue 45-day Notice of Unprofessional Conduct and/or 90-day Notice of Unsatisfactory Performance without complying with the procedures set forth in this Article.

34.2 General Provisions:

34.2.1 Representation: Administration must provide written notice to bargaining unit members that they have the right to secure and utilize Association representation for any meetings which are disciplinary in nature.

34.2.2 Right of Rebuttal: Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

34.2.3 Acknowledgement of Receipt of Documents: The bargaining unit member shall acknowledge receipt of all documents intended for placement in his/her personnel file. If the bargaining unit member refuses to sign such document(s), a witness will be asked to sign that the unit member has received such document(s) but refused to sign for receipt. Receipt of such document(s) does not indicate agreement with the content of the document(s).

34.2.3.1 Service of the documents to the bargaining unit member may occur by utilizing U.S. Mail Certified, return receipt requested, Federal Express, or a process server to transmit true copies of documents, in addition to personal service.

34.3 Grounds:

34.3.1 The grounds for "progressive discipline" under this article shall include those identified in Education Code 44932 et. seq. and other behavior deemed to constitute unprofessional conduct. In every event where a formal charge is made, it shall be in writing and shall specify the instance(s) if the behavior is deemed to warrant discipline. Examples of grounds for "progressive discipline" shall include but are not limited to:

- Unauthorized absence, including abuse of sick leave provisions;
- Repeated unauthorized tardiness;
- Repeated failure to perform regular or other assigned duties;
- Insubordination;
- While on duty, used sold/furnished, was under the influence of, or unlawfully possessed any controlled substance and/or alcohol (as defined by California Code);
- While off duty, unlawfully sold/furnished or possessed any controlled substance (as defined by California Code);
- Dishonesty;
- Illegal behavior or behavior of such an extreme nature as would be judged by a "reasonable person" and agreed to by a majority of the PEA Executive Board, which would cause discredit to the District or his/her employment; and
- Any cause set forth in section 44932 of the California Education Code.

34.3.2 The use of this process shall not violate the intent and the spirit of the "Academic Freedom" article contained in this agreement, nor shall this process violate the right of teachers to assign grades as per the Education Code.

34.4 Levels of Progressive Discipline to be followed:

34.4.1 LEVEL ONE: Discussion between the immediate supervisor and bargaining unit member(s). Whenever possible, questions and/or issues should be resolved by means of objective discussion followed by a conference summary.

34.4.2 LEVEL TWO: Written warning issued to bargaining unit members(s). Written warning will not be used unless the unit member has been verbally warned about similar and/or separate actions within the last forty-eight months. Written warning will be forwarded to Human Resources, but will not be placed in the unit member's personnel file.

34.4.3 LEVEL THREE: Written reprimand for placement into the bargaining unit member's personnel file. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents.

34.4.4 LEVEL FOUR: A second written reprimand calling for suspension not to exceed three (3) days with differential pay per Article 11.4.1. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents.

34.4.5 LEVEL FIVE: A written reprimand calling for suspension without pay not to exceed twelve (12) days. The District must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employees' responses to those documents.

34.4.6 Levels may not be bypassed arbitrarily or capriciously, however, it is mutually acknowledged that unusually serious behavior and/exceptional conditions may warrant full or partial bypass of one or more levels. Timelines will follow Education Code limitations.

- 34.5 Dismissal Proceedings Pursuant to Education Code - The District retains the right to implement dismissal proceeding against a bargaining unit member in accordance with the Education Code section 44932, et. seq. Additionally, nothing in this Article is intended to preclude the District's right to release probationary bargaining unit members.
- 34.6 Right to Appeal and Grievance Procedures:
- 34.6.1 Beginning at Level Four, differential pay not to exceed three (3) days, the member has the right of appeal to the Superintendent, or his/her designee. Such appeal shall be made within ten (10) school days of the issuance of the Level Four or Five Written Reprimand. Within ten (10) school days upon receiving the appeal, there shall be an appeals conference with the member and the Superintendent or his/her designee. The member has the right to have the Association speak on his/her behalf at the appeal conference.
- 34.6.2 The procedures in this Article will be subject to the grievance procedure within this Agreement. The content of any discipline document, and/or the grounds for the discipline, and/or the District's determination regarding whether cause of discipline exists are not subject to a grievance. If a grievance is initiated at or after Level Four, the bargaining unit member shall utilize the appeal procedures in this section before filing a grievance.
- 34.7 In order to avoid the levels of progressive discipline and dismissal proceedings outlined in Articles 34.4 and/or 34.5 above, an employee and the District may voluntarily enter into a written resignation/retirement agreement that will result in the resolution of proposed discipline and other considerations such as compensation and/or benefits in return for the employee's resignation/retirement at the sole discretion of the District. When applicable, such an agreement qualifies as an extenuating circumstance as referenced in Article 17.5.1 for the purposes of the employee being eligible for retirement benefits.

ARTICLE XXXV - EMPLOYMENT OF COACHES

35.1 In the employment of coaches, the District shall give consideration in the following order:

35.1.1 Certificated employees at the school site where the vacancy exists.

35.1.2 Certificated employees within the Porterville Unified School District.

35.1.3 Other candidates.

35.2 Coaches' Salary:

A coach's salary shall be phased in starting in the month students begin practice and paid in equal payments for the rest of the fiscal year.

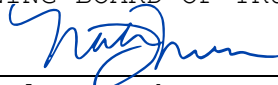
Fall Sports: August through June
Winter Sports: November through June
Spring Sports: February through June

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representative to approve this Agreement the 16th day of July 2018, between the Porterville Unified School District and the Porterville Educators Association/CTA/NEA.

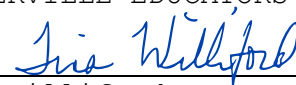
SIGNATURES:

GOVERNING BOARD OF TRUSTEES:



Nate Nelson, Ed.D.
Superintendent/Secretary
Porterville Unified School District

PORTERVILLE EDUCATORS ASSOCIATION:



Tina Williford
President
Porterville Educators Association

Date: 7/16/18

Date: 7/16/18

APPENDIX A - SPECIAL SERVICE ADDED PAY SCHEDULE

1. Factored pay (variable base): The base figure used in calculations is the salary of the teacher determined according to the teachers' placement on the Porterville Unified School District Salary Schedule. The calculation formula is as follows: Base x factor = added pay
High School Counselor - Base x .1000 = added pay for ten (10) extra days of service
Middle School Counselor - Base x .1000 = added pay for ten (10) extra days of service
High School Head Counselor - Base x .1250 = added pay for ten (10) extra days of service
High School Title I Resource Teacher - Base x .1000 = added pay for ten (10) extra days of service
District/Magnet Pathway Lead (one per Pathway) - Base x .1000 = added pay for ten (10) extra days of service and Pathway Lead responsibilities.

2. Factored pay (fixed base): The base used in all the following assignments is the value assigned to Group A, Step 1, of the Porterville Unified School District Salary Schedule.
 - 2.1 Factor and experience (11 or 5 year step schedule) used in calculation:
The calculation formula is as follows: Base x step factor = added pay
2.1.1 Coaches shall be typed GROUP A-D.

COACHING SCHEDULE

	A	B	C	D
1	.0600	.0420	.0360	.0252
2	.0660	.0462	.0396	.0288
3	.0720	.0504	.0432	.0324
4	.0780	.0546	.0468	.0369
5	.0840	.0588	.0504	.0396
6	.0900	.0630	.0540	
7	.0960	.0672	.0576	
8	.1020	.0714	.0612	
9	.1080	.0756	.0648	
10	.1140	.0798	.0684	
11	.1200	.0840	.0720	

- Group A: Head varsity coaches for all sports: football, basketball, wrestling, baseball, track, softball, golf, cross country, swimming, water polo, tennis, volleyball, and soccer
- Group B: Assistants to Group A, Head JV, Head frosh-soph coaches, and Motor Sports Coach
- Group C: Assistant coaches to JV and frosh-soph
- Group D: Middle School coaches for all sports (Athletic Director Step 5)

APPENDIX A (Continued)

3. Other assignments using a factor and experience in calculation.

OTHER ASSIGNMENT SCHEDULE

Step	<u>A</u> *	<u>B</u> MS Chorus, Pathway Teacher, K-6 Dual Immersion Spanish, Special Ed	<u>C</u> HS Student Council, AVID Site & District Coordinators, Link Leaders, Pathway Teacher w/LL credential, MS Orchestra	<u>D</u> HS Chorus, MS Band, HS Dance	<u>E</u> FFA, HS Band, Yearbook, Journalism, Video Yearbook, Cadet Leader, HS Orchestra
1	.0250	.0350	.0450	.0500	.0600
2	.0275	.0385	.0500	.0550	.0660
3	.0300	.0420	.0550	.0600	.0720
4	.0325	.0455	.0600	.0650	.0780
5	.0350	.0490	.0650	.0700	.0840
6	.0375	.0525	.0700	.0750	.0900
7	.0400	.0560	.0750	.0800	.0960
8	.0425	.0595	.0800	.0850	.1020
9	.0450	.0630	.0850	.0900	.1080
10	.0475	.0665	.0900	.0950	.1140
11	.0500	.0700	.0950	.1000	.1200

*HS Librarian, HS & Middle School Drama, HS Speech & Debate, HS Stagecraft, HS Pep Squad, HS Band Aux., HS Speech, HS Dual Enrollment, 1-6 Designated Gate Teachers, K-8 ASB Advisors, K-6 Teachers in Dual Immersion English class, 7-8 Math Super Bowl Teachers.

Factor and periods used in calculation:

The calculation formula is as follows: Factor x Base (Step 1 of Group A)

4. HS Department Chairperson: (No. of periods x .001 x Group A, Step 1 of Salary Schedule) + (.01 x Group A, Step 1 of Salary Schedule)
5. Teachers who accompany classes to SCICON shall receive \$100 per night spent at SCICON.
6. Teachers who coach intermediate grade competitive league sports shall receive \$300 per sport or \$350 per sport if they serve as the Recreation Supervisor.
7. Teachers who coach competitive league sports for Continuation High School shall receive \$400 per sport.
8. Added pay for Special Education, Pathway, HS Dual Enrollment, and HS Dance teachers shall be pro-rated to the actual time spent in the respective assignment should the assignment be less than full time.
9. Teachers serving as BTSA Support Providers shall receive \$2,000 in added pay for supervising one (1) participating teacher and \$3,000 for supervising two (2) participating teachers.
10. Time card reimbursement for all other instruction (including, but not limited to, summer school, workshops, home teachers, extended day classes, librarians, etc.) shall be at the rate of .00067 x I-1 of Salary Schedule and shall receive prior approval from site principal and District Office.
11. Teachers who participate in grant funded or other optional activities may be eligible for a stipend of up to \$5,000 at the discretion of the District, based on the requirements specified in the stipend announcement or application.

APPENDIX B - SALARY SCHEDULE PLACEMENT

1. Classification Requirements

- Group A: Bachelor Degree
- Group I: Bachelor Degree Plus Thirty (30) Semester Units, including Credential (Clear or Preliminary)
- Group II: Bachelor Degree Plus Forty-Five (45) Semester Units, including Clear Credential*
- Group III: Bachelor Degree Plus Sixty (60) Semester Units, including Clear Credential**
- Group IV: Bachelor Degree Plus Seventy (70) Semester Units, including Clear Credential***

* BA degree plus forty-five (45) units, or BA plus forty (40) with MA degree, or MA degree plus ten (10) units.

** BA degree plus sixty (60) units, or BA plus fifty (50) units with MA degree, or MA degree plus twenty (20) units.

*** BA degree plus seventy (70) units, or BA degree plus fifty-five (55) units with MA degree, or MA degree plus twenty-five (25) units.

2. Classification Requirements

Teachers shall be placed on the appropriate classification of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of each school year after the new classification requirements have been met.

3. Initial Step Placement

Teachers shall be given year-for-year credit for out-of-district teaching experience at the time of initial placement on the salary schedule. Teacher experience, for salary schedule placement purposes, shall include all experience in K-12 positions requiring a teaching credential.

4. Step Requirements

The advancement on the salary schedule shall be at the rate of one (1) step for one (1) year of teaching experience. If a teacher has served for at least seventy-five percent (75%) of a school year, he/she shall be given credit for that years' experience for salary schedule advancement placement.

5. Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

6. Adult school education teachers teaching eighteen (18) hours per week or more who are not partially compensated by another agency for the teaching function shall be placed on the regular salary schedule according to their training and experience. The salary they receive shall be in the same ratio to the total salary as the number of hours they teach is to the length of the regular school day. For example, four (4) teaching periods shall be counted as four-sixths (4/6) of the school day. He/she shall receive full fringe benefits afforded all other members of the unit.

PORTERVILLE UNIFIED SCHOOL DISTRICT

CERTIFICATED

SALARY SCHEDULE

2018-2019

(With 186 Work Days / Extended Instructional Minutes / Collaboration PD Wednesday)

Step/Years	Group A	Group I	Group II	Group III	Group IV
1	53,841	56,533	59,360	62,328	65,444
2	55,456	58,229	61,140	64,198	67,407
3	57,120	59,976	62,975	66,123	69,430
4	58,834	61,775	64,864	68,107	71,513
5	60,599	63,628	66,810	70,150	73,658
6	62,416	65,537	68,814	72,255	75,868
7	64,289	67,503	70,879	74,423	78,144
8	66,218	69,529	73,005	76,655	80,488
9	68,204	71,614	75,195	78,955	82,903
10	70,250	73,763	77,451	81,323	85,390
11		75,976	79,774	83,763	87,951
12		78,255	82,168	86,276	90,590
13			84,633	88,864	93,308
14				91,530	96,107
15				94,276	98,990
20				97,105	101,960
25				100,018	105,019

COLA = 2.75%

Group A	Bachelor's Degree
Group I	Bachelor's Degree plus Thirty (30) semester units, including Credential (Clear or Preliminary)
Group II	Bachelor's Degree plus Forty-five (45) semester units, including Clear Credential Includes Bachelor's Degree plus forty-five (45) units or BA Degree plus forty (40) units with MA Degree or MA Degree plus ten (10) units
Group III	Bachelor's Degree plus Sixty (60) semester units, including Clear Credential Includes Bachelor's Degree plus sixty (60) units or BA Degree plus fifty (50) units with MA Degree or MA Degree plus twenty (20) units
Group IV	Bachelor's Degree plus Seventy (70) semester units, including Clear Credential Includes Bachelor's Degree plus seventy (70) units or BA Degree plus fifty-five (55) units with MA Degree or MA Degree plus twenty-five (25) units

Effective July 1, 2018

APPENDIX C - Future 2019-2020 SALARY SCHEDULE

APPENDIX C - Future 2020-2021 SALARY SCHEDULE

APPENDIX D - SALARY SCHEDULE ADMINISTRATIVE REGULATIONS

I. CREDIT FOR TEACHING AND/OR RELATED EXPERIENCE

- A. Full-Time Equivalency
Seventy-five percent (75%) of full-time service shall be required for a one-year advancement on the salary schedule.
- B. Placement Upon Return From Leave
Year-to-year credit for full-time teaching experience shall be granted for salary schedule placement for teachers returning to employment in the District who have been granted leaves of absence by the Board and who return to service in the District in the next succeeding school year following the leave of absence. All other local service shall be the same as out-of-District experience.
- C. Related Vocational Experience
Teachers employed in vocational assignments requiring vocational credentials shall be granted year-for-year credit up to a maximum of three (3) years on salary schedule placement for full-time employment experience in the area of teaching assignment
- D. Out-of-District Experience
Year-for-year credit for out-of-district teaching experience shall be granted at the time of initial placement on the salary schedule.

II. VERTICAL ADVANCEMENT

Vertical advancement on the salary schedule shall be at the rate of one (1) step for one (1) year of teaching experience. If a teacher has served for at least seventy-five (75%) of a school year, he/she shall be given credit for that years' experience for salary schedule advancement placement.

III. HORIZONTAL MOVEMENT

- A. A written statement of intent to complete units for horizontal movement on the salary schedule shall be filed in the District Office by May 1 preceding the school year of horizontal group change. The statement shall contain the course description. The Assistant Superintendent for Human Resources shall review all written statements of intent. The certificated employee shall receive approval or denial of his/her proposed course work within thirty (30) days of submission of intent. Denials may be appealed to a committee of three (3) teachers (appointed by the bargaining unit) and two (2) administrators. Appeals shall be decided within ten (10) working days after submission to the committee.
- B. Credits presented for horizontal movement on the salary schedule shall be collegiate upper division or graduate units and satisfy at least one of the following conditions:
 - 1. Increase subject area competency in the certificated employee's credential area or employee's teaching assignment.
 - 2. Increase certificated employee's competency in teaching core subjects of writing, reading or mathematics.
 - 3. Meet requirements for an advanced degree program related to the employee's teaching assignment.
 - 4. Meet requirements for additional credentials or subject area authorizations.

5. The written statement of intent shall include a justification for the need for a lower division course on the basis of assignment. Lower division coursework shall be approved prior to enrollment. Repeat courses shall not be approved.
- C. Written evidence of credits earned shall be required by September 1 of year in which salary change is expected. Evidence of credits earned may be in the form of grade cards, transcripts or a statement signed by the course instructor.
- D. Graduate units completed prior to the date of receipt of the baccalaureate degree may be utilized for salary schedule placement, only if the institution awarding that baccalaureate degree provides a written statement to the effect that the graduate units in question would have been credited as graduate units if the student had requested same prior to the awarding of the degree.
- E. Teachers assigned to teach vocational subjects requiring work employment experience for vocational credentials shall be granted credits for horizontal salary schedule movement on the basis of one hundred (100) hours of full-time work for each unit of credit up to a maximum of fifteen (15) credits.
- F. There shall be no horizontal movement from Group A until a teacher obtains a preliminary or clear credential.

APPENDIX E - DRESS AND GROOMING

School shall be a place where the best possible educational environment shall be created and maintained. Since teachers serve as role models, he/she should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming. Staff shall wear clothing that demonstrates his/her high regard for education and presents an image consistent with his/her job responsibilities.

Expectations for appropriate dress and grooming:

- Certificated personnel shall demonstrate respect for the educational setting and present an image consistent with his/her role and duties.
- Certificated personnel shall adhere to dress and grooming expectations, which reflect standards no less than those imposed upon District students.
- Tattoos shall not be exposed.
- Earrings and other exposed body piercing items shall be worn in the ears only.
- All clothing shall be neat, clean and in good repair.
- Recreational, leisure and gymnasium-type clothing shall be worn only when appropriate for the activity.
- Wearing apparel should project and promote a positive professional image.

Examples:

<u>PROFESSIONAL</u>	<u>UNPROFESSIONAL</u>
Slacks, dresses, skirts, suits	Revealing attire, halter tops, bare midriff, see-through outfits, tube tops, spandex tops, form-fitting slacks, jogging suits, sweat pants, any attire shorter than 4" above the knee
Shorts: Dress shorts, culottes and skorts no more than 4" above the knee	Short shorts, bicycle shorts, spandex shorts, running shorts, shorts more than 4" above the knee
Shirts, shirts with ties, polo shirts, blouses, sweaters	Shirts with cigarette ads, alcohol ads, inappropriate writings or messages. Revealing and/or distracting tops, including halter tops, bare-midriff or bare-back clothing, see-through outfits, off-the-shoulder attire, fishnet clothing, bicycle, bustier, low-cut tops. Thermal or other underwear worn as outerwear
Blue Jeans: Clean and in good repair.	Unclean, ragged or torn jeans
Shoes: Tennis shoes, loafers, oxfords, pumps, flats, dress sandals	Beach-type sandals, thongs, flip-flops

Site administrators shall be responsible for counseling with staff regarding professional standards of dress and grooming. After being counseled regarding failure to adhere to professional standards of dress and grooming, employees shall be responsible for adhering to those standards. Subsequent failure to adhere to professional standards of dress and grooming shall be cause for progressive discipline.