

AGREEMENT

BY AND BETWEEN THE

PORTERVILLE UNIFIED SCHOOL DISTRICT

AND THE

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

July 1, 2013 – June 30, 2015

TABLE OF CONTENTS

		PAGE
ARTICLE I	AGREEMENT	1
ARTICLE II	RECOGNITION	2
ARTICLE III	DEFINITIONS	3-4
ARTICLE IV	NON-DISCRIMINATION	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	11-14
ARTICLE XI	LEAVES	15-24
ARTICLE XII	SUMMER SCHOOL, ADULT SCHOOL	25
ARTICLE XIII	TRANSFERS AND REASSIGNMENTS	26-28
ARTICLE XIV	CLASS SIZE	29-30
ARTICLE XV	LEARNING ENVIRONMENT	31-32
ARTICLE XVI	TEACHER SAFETY	33-34
ARTICLE XVII	EMPLOYEE BENEFITS	35-39
ARTICLE XVIII	CERTIFICATED EMPLOYEE EVALUATIONS	40-41
ARTICLE XIX	TEACHER RESPONSIBILITIES FOR SUPERVISION OF NON-TEACHERS	42
ARTICLE XX	STATUTORY CHANGES	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	51-53
ARTICLE XXIX	EFFECTS AND IMPACT OF LAYOFFS	54
ARTICLE XXX	MISCELLANEOUS PROVISIONS	55
ARTICLE XXXI	EFFECT OF AGREEMENT	56
ARTICLE XXXII	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS	57
ARTICLE XXXIII	PEER ASSISTANCE AND REVIEW	58-64
ARTICLE XXXIV	DUE PROCESS FOR DISCIPLINE LESS THAN DISMISSAL	65-66
ARTICLE XXXV	YEAR-ROUND SCHOOL	67-69
ARTICLE XXXVI	EMPLOYMENT OF COACHES	70
	SIGNATURE PAGE	71
APPENDIX A	SPECIAL SERVICES ADDED PAY SCHEDULE	72-73
APPENDIX B	SALARY SCHEDULE PLACEMENT	74
APPENDIX C	SALARY SCHEDULES	75-76
APPENDIX D	SALARY SCHEDULE ADMINISTRATIVE REGULATIONS	77-78
APPENDIX E	DRESS AND GROOMING	79

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 It is mutually agreed by the parties that the terms and conditions of the prior Agreement between the parties, originally established for the period of July 1, 2010 through June 30, 2013, are fully supplanted and/or superseded by the terms and conditions herein set forth and that there is hereby established a full and complete Agreement, which replaces the prior 2010-2013 Agreement.
- 1.3 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code ("Act").
- 1.4 This Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2015.
- 1.5 The terms "District" and "Board" as utilized in this Agreement shall be deemed to be synonymous, and shall, as appropriate, include the District as an entity, the Governing Board of Trustees, the Superintendent and all other members of the District Management, including management at the level of the school site.

ARTICLE II: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board, excluding the Superintendent, Assistant Superintendents, Principals, Deans, Counseling Deans, Directors (not part-time Athletic Directors), Assistant Directors, Assistant Principals, District Psychologists, EAS Liaison/Program Specialists, substitute teachers and adult education and independent study teachers teaching less than eighteen (18) hours per week or partially compensated by another agency for the teaching function for the purposes of meeting and negotiating. This list includes any position listed on the Administrative Salary Schedule.
- 2.2 "Teacher" refers to every certificated employee, except those excluded in above paragraph.

ARTICLE III: DEFINITIONS

- 3.1 "Teacher" refers to any employee who is included in the appropriate unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.
- 3.2 "Days" shall mean school days during which students are required to be in attendance.
- 3.3 The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Government Code Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on: The definition of educational objectives, the determination of the contents of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.
- 3.4 "Negotiate in good faith" shall mean a serious and honest effort on the part of each party to reach agreement, including the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials, which are available to the public and are, also, relevant to the negotiations of negotiable items and, also, the duty to meet and negotiate, as provided by Section 3543.7 of the Act.
- 3.5 "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.
- 3.6 "Immediate family" shall mean mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- 3.7 "Daily Rate of Pay" means the teacher's regular salary which is reported for retirement purposes divided by the number of days he/she is required by the Board to be on duty.
- 3.8 The terms "District" and "Board" as utilized in the Agreement shall be deemed to be synonymous, and shall, as appropriate, include 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.
- 3.9 "Duty Day" means days when teachers are required to be working regardless of whether or not students are required to be in school.
- 3.10 "Unified Membership Dues" means annual dues of the United Education Profession, Porterville Educators Association/California Teachers Association/National Education Association.
- 3.11 "Seniority" is defined as position on the District-wide seniority list.
- 3.11.1 Effective July 1, 2005, the District-wide seniority list will be inclusive of all certificated employees where currently employed in a teaching or management position.
- 3.11.2 Position of the seniority list shall be established by:

- 3.11.2.1 Date of first *paid* day of service *in the P.U.S.D.* with a preliminary or clear credential in a permanent position.
- 3.11.2.2 Employees with intern credentials shall be listed by order of first day of service following the least senior fully credentialed employee.
- 3.11.2.3 Employees serving on emergency permits shall be listed by order of first day of service following the least senior intern credentialed employee.
- 3.11.2.4 Employees on a temporary contract do not have rehire rights but shall be listed by order of first day of service following the least senior emergency permit employee.
- 3.11.2.5 Ties that exist because of the same first day of 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 (Master's or Doctorate).
 - Two (2) points for each supplementary area on credential(s) on file with the District.
 - One (1) point for each year of verified teaching experience in a K-12 position requiring a credential.
- 3.11.2.6 A random draw shall be utilized to break ties that continue past the process in 3.11.2.5.
- 3.11.2.7 Position on seniority list is not effected by credentials, degrees or service gained after the initial tie is broken.
- 3.11.3 The District seniority list shall be utilized for all needs requiring determination of seniority, including, but not limited to, lay-offs and displacement. However, in the case of lay-offs, tie breaking criteria identified in Article 3.11.2.5 shall not be used. Tie breaking criteria for lay-offs shall be determined by the Governing Board based upon the needs and priorities of the Governing Board at the time of determining the need for such lay-offs.
- 3.11.4 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.
- 3.12 The "beginning of the regular school year" shall be defined as July 1.
- 3.13 Progressive discipline is defined as a progression of disciplinary actions, including oral warning/conference, written warning, letter of reprimand and suspension without pay.
- 3.14 For those references under Article 11 - Leaves, Appendix B and Appendix D, where service or served is specified, unit members shall be present on the job for the time specified. For example: In the case of leaves, members shall be present on the job for sixty-seven percent (67%) or more of the year (not on a leave of absence) to advance on the salary schedule.

ARTICLE IV: NON-DISCRIMINATION

- 4.1 The Board shall make every reasonable effort to conform to all current laws regarding discrimination toward any unit members.
- 4.2 Teacher application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

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.

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 Definitions

10.1.1 A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.

10.1.2 An "aggrieved person(s)" is a Porterville Unified School District teacher or teachers, including the Association or representative thereof, making the claim.

10.1.3 A "party in interest" is any person who might be required to take action or against whom action may be taken in order to resolve the claim.

10.1.4 "Day(s)" for grievance resolution purposes shall mean any day on which the central administrative office of the District is open for business.

10.2 Purpose

10.2.1 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.

10.2.2 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.

10.3 Informal Procedure

10.3.1 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 formalized grievance through the procedure hereinafter described. 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.

10.3.2 Such discussion shall take place within thirty (30) days from the time the aggrieved person learned of the event or matters, which gave rise to the grievance.

10.4 Formal Procedure

10.4.1 Level I - An aggrieved person shall first present his/her grievance in writing on appropriate District forms to the appropriate principal or immediate supervisor, either directly or through the Association's designated grievance representative, within ten (10) days of the informal discussion with his/her immediate supervisor. The principal or immediate supervisor shall communicate his/her written decision on the matter to the aggrieved person with ten (10) days after receiving the grievance claim.

10.4.2 Level II - 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 indicated ten (10) day period, he/she may forward the grievance in writing to the superintendent. This must be done at any time within ten (10) days after the Level I decision has

been received or the ten (10) day period for such a decision has expired.

- 10.4.3 Within ten (10) days after he has received the written grievance, the superintendent or his/her designee shall meet with the aggrieved person. Within ten (10) days after such a meeting, the superintendent or his/her designee shall communicate a written decision on the matter to the aggrieved person.
- 10.4.4 Level III - In the event the aggrieved person is not satisfied with the recommendation(s) of the superintendent/designee (Level II), the grievant may appeal the Level II decision to the Board. Such an appeal shall be filed within ten (10) days after the Level II decision has been received or the ten (10) day period for such a decision has expired. The Board shall respond in writing to the grievant within fifteen (15) days from its receipt of the grievance appeal. The decision of the Board shall terminate this grievance procedure.
- 10.4.5 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.
- 10.4.6 Binding Arbitration: Binding Arbitration shall be limited to the provisions set forth below (10.4.4 and 10.4.5 shall not be applicable to articles covered by Binding Arbitration - See 10.4.6.9).
- 10.4.6.1 If the aggrieved party is not satisfied with the disposition of his/her grievance at Level II, or if no written decision has been rendered by the Superintendent or his/her designee within the indicated ten (10) day period, he/she may request in writing that the Association submit the grievance to arbitration. This may be done at any time not to exceed twenty (20) days after the Level II decision has been received or the ten (10) day period for such a decision has expired.
- 10.4.6.2 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) days after receipt of the request from the aggrieved person, shall submit the grievance to arbitration.
- 10.4.6.3 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.
- 10.4.6.4 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including the cost of substitutes, shall be borne by the party incurring them.
- 10.4.6.5 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to him/her.
- 10.4.6.6 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.

- 10.4.6.7 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.
- 10.4.6.8 After a hearing and after both parties have had an opportunity to make written arguments, 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.
- 10.4.6.9 The arbitration provision shall apply to the following Articles:
 - 10.4.6.9.1 Article I - Agreement
 - 10.4.6.9.2 Article II - Recognition
 - 10.4.6.9.3 Article III - Definitions
 - 10.4.6.9.4 Article IV - Non-Discrimination
 - 10.4.6.9.5 Article V - Negotiation Procedures
 - 10.4.6.9.6 Article XI - Leaves
 - 10.4.6.9.7 Article XIII - Transfers
 - 10.4.6.9.8 Article XIV - Class Size
 - 10.4.6.9.9 Article XVII - Employee Benefits
 - 10.4.6.9.10 Article XXVIII - Teaching Hours
 - 10.4.6.9.11 Article XXXIV - Due Process for Discipline less than Dismissal
 - 10.4.6.9.12 Article XXXV - Year-Round School
 - 10.4.6.9.13 Section 30.9 of Article XXX (Dress Code)

10.5 Miscellaneous Provisions

- 10.5.1 The filing of a grievance shall not reflect unfavorably on the grievant or upon the supervisor with whom it may be filed.
- 10.5.2 If an aggrieved person chooses not to be represented by the Association, the Association shall be provided with a copy of the proposed grievance resolution and shall be given an opportunity to respond.
- 10.5.3 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 and witnesses to be utilized shall be made available twenty-four (24) hours in advance of the meeting if possible.
- 10.5.4 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.
- 10.5.5 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.

10.5.6 During the 2007-2008 year, P.E.A. and the District agree to submit Article X: Grievance Procedure to the Learning Environment Committee, as defined in Article XV, for development of recommendations for re-writing Article X. Such recommendations shall then be brought back to P.E.A. and the District for modification and/or approval.

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.

11.1.7 Pattern of sick leave abuse: Established patterns of five (5) or more absence slips submitted for sick leave use immediately before and/or after weekends, holidays and vacation periods within an academic year shall be considered a pattern of leave abuse.

11.2 Maternity Leave

11.2.1 In conformance with California Education Code Sections 44965 and 44978, 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 Teachers experiencing a disability, as described above, shall have the option of either using or not using her accumulated sick leave during the period of disability.

11.2.3 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, except that no teacher may

return to active employment after April 30 unless by mutual agreement of administration and teacher.

- 11.2.4 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 and for the achievement of tenure.
- 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.
- 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 Time spent on extended illness leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule, provided he/she has served seventy-five percent (75%) or more of that school year and for the achievement of tenure.
- 11.4.4 Persons utilizing these extended illness leave provisions may return to their regular positions upon notification to their immediate supervisors of their intent to return.
- 11.4.5 Persons who return to active employment after having used the extended illness leave provisions of this Contract 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 and receive 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 teacher'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 Any teacher, who is on a health leave of absence, shall continue to have available the full range of normal employee health and welfare benefits during the entire period of such leave at the teacher's expense.
- 11.5.4 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.

11.5.5 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.

11.5.6 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 thirty (30) consecutive 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 on forms as prepared and made available by the District at each employee center.

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.

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 four (4) days annually, during which he/she may be absent from his/her regularly assigned duties for the purpose of conducting personal business issues.
- 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 Social or recreational activities.
 - 11.8.2.3 Other employment or entrepreneurial activities.
- 11.8.3 Except in cases of immediate need, a teacher wishing to utilize the leave made available through this provision shall be required to notify his/her immediate supervisor at least five (5) 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 or, at the teacher's option, the daily substitute rate shall be deducted from his/her salary in lieu of a charge to the teacher's accumulated sick leave account.

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.

11.12 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.

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

11.13.1 Definition

11.13.1.1 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.

11.13.2 Application

11.13.2.1 A formal application of request for sabbatical leave shall be filed with the District Superintendent on or before the first day of January prior to the school year of the intended sabbatical leave. The formal application blank may be procured from the office of the

superintendent. The decision answer of the Board shall be submitted to the applicant not later than the first official Board meeting in the month of March following the application. If the sabbatical leave is granted, the applicant shall then submit to the Board a formal acceptance or rejection of the sabbatical leave offer within a ten (10) day interval following the Board's approval.

11.13.3 Qualifications

11.13.3.1 Each applicant for sabbatical leave of absence must have served in a full-time regularly credentialed capacity with the District not less than seven (7) consecutive years immediately preceding the beginning of the leave period.

11.13.3.2 Subsequent leave following the first leave shall be based on seven (7) additional years of service of full-time certificated duty.

11.13.3.3 Time spent in military service or leave for pregnancy shall not be counted in computing the seven (7) consecutive years. However, leave for pregnancy and military service shall not be considered as a break in the continuity of service.

11.13.3.4 Sabbatical leave may be granted only on condition that the applicant must fulfill one of the following:

11.13.3.4.1 Engage in collegiate study that will improve the professional background of the employee. This program shall constitute the equivalent of full-time study.

11.13.3.4.2 Travel of such a nature that it will improve the professional background of the employee and thereby benefit the schools and the pupils in the District. Travel shall be done during the time school is actually in session, with a minimum of two-thirds (2/3) of the school time spent outside Tulare County. Summer travel shall not fulfill sabbatical requirements. A preliminary itinerary shall be approved by the Superintendent when submitted with the application.

11.13.3.5 Each applicant who has been granted leave shall file a written report with the Superintendent immediately upon returning to certificated duty. The report shall not only include the program pursued (travel or study) but should, also, contain an appraisal of the professional value of the leave activities and the manner which the knowledge and experience may be applied for the benefit of the school and its pupils.

11.13.3.6 Assurance must be given that the employee returning from sabbatical leave shall give the District at least two (2) years of service immediately following such leave.

11.13.3.7 Assurance must be given that the employee shall complete the approved plan during the sabbatical leave.

11.13.4 Reinstatement After Sabbatical Leave

- 11.13.4.1 Upon the expiration of leave, the employee shall be reinstated in a position substantially equivalent to the one held by the employee at the time leave was granted, unless mutual agreement is reached regarding another assignment.
- 11.13.4.2 Employees who have been granted leave shall follow the normal progression on the salary schedule in the same manner as though they had been on active certificated duty.

11.13.5 Compensation

- 11.13.5.1 The arrangement for payment of compensation to an employee on sabbatical leave shall be subject to Governing Board decision and shall not be less than fifty (50) per cent of the employee's salary.
- 11.13.5.2 The employee on sabbatical leave shall continue to receive the fringe benefits received by other regular teachers of the District.
- 11.13.5.3 At the option of the teacher, the District will make a contribution to STRS based upon the total earnable salary for the employee, provided the employee, also, makes a contribution to STRS based upon the total earnable salary. If this option is not elected, both parties shall make a contribution to STRS based upon the amount of the stipend awarded to the employee on sabbatical leave.

11.13.6 Other Factors of Sabbatical Leave Regulations

- 11.13.6.1 A Review Committee, which shall include at least two (2) representatives from the Association, shall be called by the Superintendent. The Committee shall serve as an application reviewing committee and shall make recommendations on sabbatical leave requests. Recommendations on sabbaticals shall be determined on the merits of each request by the reviewing committee.
- 11.13.6.2 The number of certificated persons on sabbatical leave shall not exceed two (2) per cent of the entire District certificated staff during any one school year.
- 11.13.6.3 The Board and the applicant may mutually agree to modify the recommended sabbatical leave plan or to waive the procedures or rules and regulations in specific cases when it is determined that such waiver is justified.
- 11.13.6.4 Bond Approval - The employee shall obtain a bond equal to the stipend paid while on leave, which guarantees to the District he/she shall complete the approved sabbatical plan and provide a minimum of two (2) years service to the District immediately following the completion of the sabbatical leave.
- 11.13.6.5 The applicant and District Superintendent shall jointly sign a closing agreement which gives the specifications for the leave.
- 11.13.6.6 In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and amendments to the present Education Code shall automatically become a part of these rules and regulations.

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.

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. Summer school teachers shall be paid at the hourly rate of .0007 of Range A-1 of the current salary schedule.
- 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.
- 12.9 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.

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 on the appropriate District form, available on the District website.
- 13.2.3 The transfer request form shall be filed with the District Human Resources Office.
- 13.2.4 All transfer request forms received by the District Human Resources Office by the closing date contained in the vacancy announcement shall be considered for that opening.
- 13.2.5 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.
- 13.2.6 Prior to April 15, placement of voluntary transfers, who are found acceptable through the selection process, shall be determined by seniority within the District.
- 13.2.7 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.
- 13.2.8 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 a maximum of three (3) 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.
- 13.4 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 The campus administration shall post and distribute notification to all site teachers of all known certificated vacancies on site as they come to the attention of the campus administration. Notification by telephone or mail shall be made to all off-track teachers at that site who have requested it. Such notifications shall be made or mailed at least three (3) calendar days before the opportunity for voluntary reassignment is considered closed.
- 13.5.2 A unit member's request for reassignment shall be submitted on the appropriate District form, available on the District website.
- 13.5.3 The reassignment request form shall be filed with both the site administrator and the District Human Resources Office.
- 13.5.4 All reassignment request forms received by the site administrator by the closing date (three (3) calendar days after date of notification) will be considered for that opening.
- 13.5.5 Voluntary reassignments will be given priority consideration based on seniority in filling vacant positions within the site before off-campus candidates are considered.
- 13.5.5.1 Seniority for K-6 teachers on a traditional schedule shall be defined in the following order:
1st - at grade level
2nd - at school site
- 13.5.5.2 Seniority for 7-12 teachers shall be defined in the following order:
1st - in department
2nd - at school site

13.5.6 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 three (3) 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).

13.7 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 in all employee lounges and posted on the District's website at least ten (10) calendar days prior to a closing date for applications, with letters to off-track teachers who have requested notification of such vacancies. 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 twenty-eight (28) for first grade, twenty nine (29) for Kindergarten, second and third grades, thirty (30) for grades four, five and six, and an average class load of twenty-eight (28) at the middle and high schools in the math, English, social science, science, business, art, health and foreign language departments.
- 14.1.1 For grades K-6, if average 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 \$6.00 per pupil per day in the elementary level or reorganize a class. For grades 7-12, if average class size is exceeded by one (1) for a period of fifteen (15) days, the District may elect to transfer students, pay a penalty of \$1.25 per pupil per period at the secondary level or reorganize a class.
- 14.1.2 Payments for class size penalty shall be calculated and made as soon as practicable. All overage claims shall be received by the District Office no later than July 31 of the academic year for which the claim is submitted. Any disagreement between the person filing the overage claim and the District shall be subject to the grievance procedure in this Agreement.
- 14.1.3 Claim forms shall be standardized and available at the school office upon request. The claim form shall state the specific documentation format that shall be utilized to show class enrollment on a daily basis. The District shall provide forms that may be completed electronically using data from the District's student attendance system.
- 14.1.4 Middle and high school average class loads are determined by dividing the number of students assigned to a teacher in the above subjects by the number of assigned teaching periods, pursuant to 14.5. Example: $168 \text{ students} / 6 \text{ periods} = 28 \text{ class load average}$.
- 14.2 Thirty-two (32) student maximum class size for math, English, social science, science, business, art, health and foreign language departments. Classes in excess of thirty-two (32) students for fifteen (15) days shall be handled as per the other class size penalties. Students cannot be included in the penalty phase in both class size average and class size maximum. They shall be counted in one or the other.
- 14.2.1 A full-time assignment for 7-12 teachers shall consist of a six-period teaching assignment in a seven-period student day.
- 14.2.2 At continuation schools, the student class size maximums shall be twenty-five and shall be determined based on actual attendance, not enrollment. If attendance exceeds this limit in the subjects listed in Article 14.2 then class size penalties shall be paid as per Article 14.1.1.
- 14.3 Physical education department classes shall be subject to forty-five (45) maximum class size or forty (40) class size average. If forty-five (45) maximum or forty (40) averages are exceeded for a period of fifteen (15) days, the District may elect to transfer students or pay \$1.25 per pupil per period at grades 7-12 or reorganize. Effective July 1, 2005, grades 4-6 physical education class size shall be forty-five (45) maximum per teacher. If forty-five (45) maximum is exceeded for a period of twenty (20) days, the District may elect to transfer students or pay \$1.00 per pupil per period.
- 14.3.1 The following physical education department classes are excluded from the forty (40) class size average and the forty-five (45) class size maximum:
- Athletic Weight Conditioning, Combatives, Basketball, Drill Team (first semester).

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.

- 14.4 Physically disabled students mainstreamed for one (1) class period or more shall be counted as two (2) students. Physically disabled means one of the following: a) wheelchair; b) cerebral palsy; c) blind; d) deaf; e) designated by the I.E.P. as physically disabled.

Class size for special education day classes:

- Primary - 14 students
- Intermediate - 16 students
- Grades 7-12 - 17 students per S.D.C.

14.4.1 Overage penalty as per 14.1.

- 14.5 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.

- 14.6 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

- 14.7 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.

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 At all evening school activities, all classroom lights shall be turned on. YRS principals shall schedule evening activities to include at least two (2) tracks.
- 16.10 Within one (1) year of E-Rate funding specifically for classroom telephones, every classroom shall have a working telephone with direct access to outside lines.
- 16.11 Incoming telephone calls shall be answered at the office or by voice mail during instructional time.
- 16.12 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.

- 16.12.1 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.
- 16.12.2 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.

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, as in the past, toward the cost of the basic health insurance plan for employees who elect to subscribe to a family plan. The Board agrees to contribute, as in the past, 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 Effective with the January 2014 payroll, bargaining unit members, who elect to participate in the health insurance plan, shall contribute toward the cost of the plan the following monthly amounts:

Periods Worked % Contract	2 40-59%	3 60-79%	4 80-99%	5 100%	6 100%
Family Plan	\$147.18	\$118.98	\$90.08	\$60.00	\$60.00
Single Plan	\$64.55	\$54.71	\$44.86	\$35.00	\$35.00

Should two or more employees share one assignment, only one health benefit package shall be made available. Employees assigned for less than 40% contract shall not be eligible for participation in the District's medical plan.

17.1.3 The Medical Plan Benefits shall be handled on a co-payment basis, with the District paying 80% and the employee paying 20% of eligible charges on the first \$2,000. The maximum cost per year to an individual shall be \$400, and the maximum cost per family unit shall be \$700. These amounts are not deductibles but are co-payments. (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 \$700, the District shall pay 100% of remaining eligible costs, as provided in the current medical coverage.

17.1.4 The health benefits booklet approved by the District and the Association shall be, by reference, made a part of this Agreement and shall be subject to the provisions of Article X.

17.1.5 Effective January 1, 2011, 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 to all bargaining unit members who teach twenty (20) hours or more per week a dental insurance plan equivalent to the 1978-79 California Dental Service; CTA incentive plan (excluding orthodontia). This plan shall cover the employee and his/her eligible dependents. Effective July 1, 2006, the Board shall make available the DELTA Preferred Option as an alternative to that dental coverage listed elsewhere in this Article.

17.2.2 Effective January 1, 2014, the dental cap shall be \$2,000.00 per year.

17.3 Vision Program

- 17.3.1 The Board shall make available to all bargaining unit members who teach twenty (20) hours or more per week a vision care program equivalent to the 1984-85 Vision Service Plan, Plan B-10 (Examinations and lenses every twelve (12) months; frames every twenty-four (24) months - Ten Dollars (\$10.00) deductible). Effective January 1, 2014, frames shall be every twelve months (12).
- 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 any 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 twelve (12) months following exhaustion of said leave.
- 17.5 Retiree Benefits
- 17.5.1 The Board shall provide insurance for teachers retiring after reaching their fifty-fifth (55th) birthday until their sixty-fifth (65th) birthday, provided said teacher has served fifteen (15) years in the District prior to retirement. A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. The amount of Board contribution shall be the same as the amount contributed toward the insurance cost of regular full-time employees.
- 17.5.2 Any unit member employed by the District before January 1, 2008 and retiring from the District after the effective date of this Agreement, who is sixty-five (65) years of age or older, shall be entitled to receive from the District reimbursement for his/her premium cost of supplemental health insurance. The retiree shall enroll in Medicare A & B at his/her own expense and purchase a Medicare supplement plan. Effective for those retiring through June 30, 2010, the District shall reimburse the employee, upon receipt of proof of payment, for eighty (80) percent of the paid premium to a maximum of eighty (80) percent of the Blue Cross premium for supplemental coverage. Effective July 1, 2010, the percentage shall become seventy-five (75) percent. A unit member who retires from the District after the effective date of this Agreement, prior to his/her sixty-fifth (65th) birthday, shall, upon reaching age sixty-five (65) and being covered under Medicare A & B, be entitled to the same benefit.
- 17.6 The benefits provided in this article shall remain in effect during the term of this Agreement. Should a teacher's employment terminate during the school year, he/she shall be entitled to continued coverage under the plan for a period not to exceed six (6) months. Such teacher shall pay the total premium for the continued coverage on a month-to-month basis.
- 17.7 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.
- 17.8 A full and complete plan document, outlining all specifications of each of the benefit programs described herein, shall be provided to the Association within thirty (30) days of the date upon which this Agreement receives final ratification.
- 17.9 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.
- 17.10 The health, vision and dental insurance programs shall be subject to the provisions of Article X, Grievance Procedure.

- 17.11 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.
- 17.11.1 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.
- 17.11.2 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.
- 17.12 Plan benefits subject to change only by mutual agreement.
- 17.13 The following changes in the medical benefits are in effect and shall be incorporated into the health benefits booklet:
- 17.13.1 PRESCRIPTION DRUG CARD - The prescription drug card program shall consist of those pharmacies participating in the national Express Scripts/RxNet Program. Co-payment for prescription drug card users shall be: (1) \$10.00 for generic drugs; (2) \$20.00 for name-brand drugs when no generic drug is available; or (3) \$100.00 or the actual cost of the drug, whichever is less, for name-brand drugs when a generic drug is available, unless medical documentation is submitted and approved by the Insurance Advisory Committee that negative health effects exist from use of the generic drug. All eligible outpatient prescription drugs shall be covered under the drug card plan only, unless not available.
- 17.13.2 COUNSELING SERVICES - Fifty (50) percent of usual, customary, and reasonable fee for counseling care computed and paid according to geographical area where treatment occurs. Maximum number of paid visits per year shall be fifty-two (52).
- 17.13.3 Newborn baby care covered under mother's benefit.
- 17.13.4 Effective January 1, 2014, well baby care, including immunizations - \$2,000 total benefit between birth and age six (6).
- 17.13.5 An Insurance Advisory Committee to be formed composed of representatives from CSEA, PEA and the District. Each group shall have one vote. The District can appeal an Insurance Advisory Committee decision to an arbitrator.
- 17.13.6 Ambulance costs covered under medical, as per Article 17.15 annual deductible and 80/20 co-payment. (Air ambulance payable to nearest appropriate treatment center. The initial treating physician shall determine the nearest appropriate treatment center.) Air ambulance costs, also, covered under medical (as per Article 17.15 deductible, 80/20 co-payment). The air ambulance benefit outside of the United States is limited to a maximum reimbursement of \$2,500.
- 17.13.7 Billing errors not caught by utilization review, which result in savings to District, shall be split 50/50 between employee catching error and District.
- 17.13.8 UTILIZATION REVIEW - Utilization review shall be administered by Interplan Corporation and subject to the provisions with Interplan in effect as of October 1, 1994. All required second opinions shall be reimbursed at 100%. When conflicting opinions necessitate a third opinion, the third opinion shall, also, be reimbursed at 100%.

- 17.13.9 Acupuncture done by Medical Doctor covered under medical plan (as per Article 17.15 deductible, 80/20 co-payment).
 - 17.13.10 Any change in the language of the Medical Plan Document shall be subject to acceptance by the Insurance Advisory Committee.
 - 17.13.11 Standard immunizations (flu, pneumonia, hepatitis, tetanus) shall be covered at benefit rate.
- 17.14 The following shall be incorporated into the Health Benefits booklet:
- 17.14.1 Up to \$200 every two (2) years for employee physical exams shall be included as a benefit in the medical plan.
 - 17.14.2 Weight reduction not associated with illness or injury shall not be a covered benefit.
 - 17.14.3 Temporal Mandibular Joint Dysfunction, unless pre-authorized or an emergency, shall not be a covered benefit.
 - 17.14.4 Radial Keratotomy for cosmetic purposes (for getting rid of glasses) shall not be a covered benefit.
 - 17.14.5 Reversal of sterilization shall not be a covered benefit.
 - 17.14.6 Pre-existing conditions clause deleted.
 - 17.14.7 Sigmoidoscopy for preventative purposes after the age of 50 performed every five (5) years shall be a covered benefit.
 - 17.14.8 Effective January 1, 2014, chiropractic care shall be limited to thirty-six (36) visits per calendar year and subject to the following restriction: The Plan shall not cover massage therapy or inversion therapy. This benefit only covers musculoskeletal manipulation (including required X-rays) provided by a licensed chiropractor. Chiropractic care shall be defined as musculoskeletal manipulation provided by a licensed chiropractor (D.C.) to correct vertebral disorders, such as incomplete dislocation, off-centering, misalignment, misplacement, fixation, abnormal spacing, sprain or strain. The plan shall limit payment to \$50 per day.
 - 17.14.9 Effective January 1, 2008, bariatric surgery shall not be a covered benefit.
- 17.15 Effective January 1, 2011, the annual deductible for medical insurance shall be \$300.00 per individual or \$900.00 per family.
- 17.16 Raise lifetime benefits to two (2) million dollars.
- 17.17 The District shall implement a voluntary I.R.S. Section 125 plan. The plan shall have no cost to the employee or the District, unless mutually agreed otherwise.
- 17.18 Effective 2013-2014, the District's annual contribution to the health plan shall not exceed \$15,250.00 per covered employee. 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.

- 17.19 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.
- 17.20 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.
- For the 2009-2010 overage of \$1,407,483, the District shall contribute \$703,742. The balance of the overage for 2009-2010 shall be covered through Plan design changes effective January 1, 2011.
- 17.21 Effective January 1, 2011, a network of providers shall be available through Anthem Blue Cross, which provides coverage as outlined in Article 17.1.3. When non-network providers are used (non-Anthem Blue Cross network providers), benefits for eligible charges shall be paid at fifty percent (50%). If a network provider is not located within fifty (50) miles of delivered services, then the Plan shall pay benefits as per Article 17.1.3.
- 17.22 Effective January 1, 2014, continuous positive airways pressure (CPAP) machines shall be covered benefit once every five years. Coverage is limited to the least expensive device that is adequate for the patient's needs.
- 17.23 Effective January 1, 2014, hearing aids shall be a one-time benefit limited to \$1,000.
- 17.24 Effective January 1, 2014, non-powered wheel chairs for eligible dependents shall be covered benefit. Such coverage shall be limited to replacement no more than every three years to accommodate growth of dependents up to age 18.

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 January 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 one (1) week prior to the first formal observation, the evaluator will notify the certificated employee of the observation. Informal observations may be conducted at any time.
- 18.2.4 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. The necessity for review of the selected standards shall be determined by either the employee being evaluated or the evaluator, and the determination of new standards for evaluation shall be decided in accordance with Article 18.2.3.
- 18.2.5 The summary evaluation shall be based upon at least one (1) formal observation lasting either forty-five (45) minutes or one (1) full period. At least two (2) observations, each being either forty-five (45) minutes or one (1) full period, shall take place prior to any negative comments or judgments that are based upon the observations being included in the summary evaluation. Other negative comments shall involve at least two similar occurrences or as follow up to a previous letter of reprimand issued since the last evaluation.
- 18.2.6 The summary evaluation shall be based upon and related to standards agreed upon during the pre-observation conference. If the observation reveals additional standards that need attention, additional observation(s) will be scheduled.
- 18.2.7 Any certificated employee who receives a negative evaluation shall, upon request, be entitled to a subsequent observation by another certificated administrator, mutually agreeable to the bargaining unit member and principal. Such request for a subsequent evaluation shall

not restrict the District in its need to meet the deadline for dismissal procedures.

- 18.2.8 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.
- 18.2.8.1 The employee shall be responsible for implementing the recommendations identified in the corrective action plan and shall strive to correct the cited deficiencies.
- 18.2.9 If subsequent remedial action eliminates the negative evaluation and/or identified deficiencies, the evaluation(s) shall state such improvement. If remedial action outlined in an assistance plan does not eliminate the unsatisfactory evaluation, the certificated employee shall be referred to the Peer Assistance and Review Program.
- 18.2.10 No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no authority to correct deficiencies.
- 18.2.11 Non-administrative certificated personnel, with the exception of a support teacher, may, but shall not be required to, participate in the written evaluation of other unit members, nor shall they be required to assess their own performance beyond the requirements of the Stull Bill.
- 18.2.12 Hearsay statements shall not be used in the written evaluation, either directly or in reaching any conclusion set forth therein.
- 18.2.13 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.
- 18.2.14 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 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."

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 21.2 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 "Daily rate of pay" means the teacher's regular salary, which is reported for retirement purposes, divided by the number of days he/she is required by the Board to be on duty.
- 21.4 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.
- 21.5 Days of work assigned in addition to the normal work year for teachers shall be included in regular payroll for STRS benefits.
- 21.6 All overpayments shall be repaid on a schedule mutually agreed upon by the teacher and the District; but in all cases, repayment shall be completed by the end of the current fiscal year.
- 21.7 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.
- 21.8 Effective January 1, 2014, or as soon thereafter as practical, all employees will receive their paychecks via direct deposit to a checking or other similar account at a financial institution of their choice.

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 (1) school per day shall be reimbursed for all such travel at the rate of not less than forty-eight point nine (48.9) cents per mile for all driving done 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. This rate shall become effective upon ratification by the Board. Effective July 1, 2008, the rate shall be adjusted annually to 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 Traditional Calendar Schools

- 24.1.1 Effective July 1, 2014, the length of each school year during the terms of the Agreement for traditional calendar schools shall be one hundred eighty (180) days.
- 24.1.2 Effective July 1, 2014, the length of the school work year shall be one hundred eighty-five (185) days, except for new employees, who shall work one hundred eighty-six (186) days, and except for those teachers under contract for service beyond the one hundred eighty-five (185) duty days work year.
- 24.1.3 The one hundred eighty-five (185) days referenced in paragraph 24.1.2 are specified in the teacher calendars.
- 24.1.4 By April 1 of each year, the District will have adopted calendars two (2) years ahead.

24.2 Year-Round Calendar Schools

- 24.2.1 The year-round school work year shall include one hundred seventy-five (175) instructional days adjusted to typically provide approximately sixty (60) days of on-track instruction and approximately twenty (20) days of off-track time.
 - 24.2.2 A minimum day at the beginning of each track shall be provided to permit the setting up and taking down of classroom materials.
 - 24.2.3 The year-round school work year shall, also, provide for one (1) day of institute or parent conference time. Unit members will not be required to attend such if they are in an off-track session (intersession).
 - 24.2.4 Holidays will be provided in compliance with adopted calendars.
 - 24.2.5 The work year for teachers assigned to a year-round school shall be one hundred eighty (180) days, as specified in the teacher calendars.
 - 24.2.6 Teaching hours for year-round school teachers shall be in conformance with the provisions set forth in Article XXIX: TEACHING HOURS.
 - 24.2.7 By April 1 of each year, the District will have adopted calendars for the following two (2) years.
- 24.3 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.
- 24.4 The day (as defined in Article 3.2) before Thanksgiving, Christmas break and spring break shall be student attendance minimum days. On these three (3) days, teachers shall be released from duty fifteen (15) minutes following the release of students at each site.
- 24.5 Effective July 1, 2014, seven (7) minimum days shall be added to the school calendar. For these seven (7) minimum days, five (5) instructional minutes shall be added to each non-minimum instructional day as per Article 28.4

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 New teachers shall not be required to perform services for the Board, including attendance at Board workshops, tours of civic meetings, until the four (4) working days before the first day of required student attendance, except those teachers under contract for service beyond the 185 day work year.
- 25.3 Teachers who have been previously employed in the District ("returning teachers") shall not be required to perform services until three (3) working days before the first day of required student attendance, except those teachers under contract for service beyond the one hundred eighty-five (185) day work year.
- 25.4 Up to three (3) hours as requested shall be set aside for Association meeting(s) during these three (3) working days. Such meetings shall be listed as a pre-school activity on the pre-school calendar.
- 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 The length of the teacher work day, including preparation time, lunch, relief periods and time required before and after school, shall not exceed seven and one-half (7 1/2) hours, provided, however, that the Board may require teachers to attend an equivalent of one sixty-minute (60), beyond-the-workday faculty meeting every nine (9) weeks, except for emergency purposes. An accurate record of emergency meetings shall be kept.
- 28.2 Effective July 1, 2014, no teacher shall be required to report for duty before 8:10 a.m. or to remain on duty beyond 3:50 p.m., except to attend the faculty meetings referenced in paragraph 28.1 above. On Fridays or the day preceding a holiday or on P.T.A. days, teachers may leave after 3:30 p.m., except on minimum days. Friday assigned bus duty after 3:30 p.m. and up to 3:45 p.m. shall be paid at the hourly rate (.00067 X A-1 on salary schedule).

Monday extended day 8:10 a.m. - 4:20 p.m.
Non-student contact time
If administration calls for a meeting during teacher prep-time, the following Monday workday shall be 8:10 a.m. - 3:50 p.m.
If extended-day time is not needed for meetings, flex-time option is available.

- 28.2.1 Should the Board of the Porterville Unified School District implement double or split sessions to accommodate student enrollment, the reporting and departure times for high school employees in 28.2 shall be suspended. Double or split session time schedules shall be determined by committee(s) that includes representation from PEA. Teacher assignments shall be made as per Article XIII and considered as reassignments.

28.2.1.1 The teacher day shall continue to be 7 1/2 continuous hours unless the teacher voluntarily agrees to an alternative schedule.

- 28.3 Teachers are entitled to a flexible work-day schedule with the consent of the site principal. Approval for an individual's use of a flexible schedule may be withdrawn for documented abuse or need for conferences, inservices, 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 Effective July 1, 2014, 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, as described in 3.5 and 28.12 of this Agreement:

	Traditional Calendar
28.4.1 Kindergarten:	
Assigned classroom minutes	215
Additional instructional time to be used for professional duties, such as teaming, primary remediation and primary testing. (Teaming in Kindergarten classrooms is a District priority.)	<u>85</u> 300
28.4.2 Elementary:	
28.4.2.1 Primary (Grades 1-3)	300
28.4.2.2 Intermediate (Grades 4-6)	330
28.4.3 Middle School (Grades 7-8)	355
28.4.4 Senior High School (Grades 9-12)	385
28.4.5 Should the state eliminate passing times in calculating minimum minutes of instruction, the Association agrees to reopen 28.4.4.	

- 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 4-12 may be required to substitute during his/her preparation period, and such substitutions shall not exceed two (2) times per year. Pay for period substitutions in excess of two (2) times per year, shall be as per 28.5 per period.
- 28.6.1 Pathway/Linked Learning stipends shall be for teachers in core subject and CTE courses for each designated open choice pathway and shall be prorated for the number of periods taught. Teachers who receive a full or partial high school teacher Pathway stipend (as per Appendix A-Special Services Added Pay Schedule), 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 (4-6) school teachers shall have three and three-fourths (3 3/4) hours per week set aside for preparation and planning during the duty day. K-3 classroom teachers shall have forty-five (45) minutes per K-6 school day set aside for preparation and planning.
- 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 "Days" shall mean school days during which students are required to be in attendance.
- 28.13 "School Day" means the amount of time in a regularly scheduled student attendance day which students are required to be in school, unless otherwise provided for in this Agreement.
- 28.14 "Duty Day" means days when teachers are required to be working regardless of whether or not students are required to be in school.

28.15 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 the notification to the Association of the contemplated layoffs, 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 mandatorily negotiable by law.

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 Board shall have copies of this Agreement prepared and delivered to the Association for distribution to each teacher in the District.
- 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, with the exception of nurses, shall not be required to provide and conduct specialized health care procedures, including but not limited to dispensing medication, catheterizations, crede', 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.

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 XXXIII: PEER ASSISTANCE AND REVIEW

33.1 Purpose

33.1.1 Porterville Unified School District and Porterville Educators Association (PEA/CTA/NEA) continuously strive to provide the highest quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. This shall be accomplished by selecting staff development programs and consulting teachers to provide professional staff development for new and experienced teachers or to work on curriculum development. Teachers participating in the programs are viewed as valuable professionals, who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

33.1.2 Definitions

33.1.2.1 Peer Assistance and Review (PAR)

All programs relating to professional staff development for new and experienced teachers and the program assisting experienced teachers through Peer Assistance and Peer Review.

33.1.2.2 Joint Committee (JC)

The governance body for all programs affiliated with PAR.

33.1.2.3 Consulting Teacher (CT)

A teacher selected by the Joint Committee, who provides assistance to new or experienced teachers in the form of staff development and/or classroom review. These teachers shall be designated as one of the following:

33.1.2.3.1 New Teacher Coach

A teacher assigned by the JC to provide peer assistance to a non-tenured teacher.

33.1.2.3.2 Staff Developer (SD)

A teacher assigned by the JC to research, develop and/or present topics to staff for professional growth or curricular development.

33.1.2.3.3 Support Teacher (ST)

A teacher assigned by the JC to review and assist an experienced teacher who has been referred by an administrator or volunteers for the PAR program.

33.1.2.4 Participating Teacher (PT)

A teacher who, after being referred to the program by an administrator or who volunteers for the program, is assigned a Support Teacher to review and assist them in any area of teaching.

33.1.2.4.1 Referred Participating Teacher (RPT)

A teacher with permanent status, who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject and/or related aspects of his/her teaching performance from a ST assigned by the JC as a result of an overall unsatisfactory final evaluation. This teacher is referred to the PAR program by his/her administrator.

33.1.2.4.2 Volunteer Participating Teacher (VPT)

A teacher with permanent status, who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject and/or related aspects of his/her teaching performance from a ST assigned by the JC and who volunteers to participate in the PAR program.

33.2 Funding

No additional costs of these programs shall be paid from the general fund monies. It shall be implemented only to the extent that special funding from the state is provided. This stipulation shall apply to the consulting teacher stipend, release time costs, administrative costs and all other costs created by the Peer Assistance and Review Program (PAR). If the funding is decreased at any time during the term of this Agreement, the program shall be decreased proportionately. All participating teachers (as defined by Article 33.1.2.4) required to participate in staff development outside the school day shall be compensated by time card. Such staff development shall not infringe upon teacher prep time.

33.3 Joint Committee

33.3.1 The Joint Committee shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen by the Association. The District shall choose the administration members of the Joint Committee. A District administrator shall be available to assist with facilitation. (clerical services, communication, facilities, logistics).

33.3.1.1 The Joint Committee shall establish its own meeting schedule. Five (5) of the members, the majority of which shall be certificated teachers of the Joint Committee, shall be present for action to be taken. Such meetings shall take place during the regular teacher workday. Teachers, who are members of the Joint Committee, shall be released from his/her regular duties to attend meetings without loss of pay or benefits.

33.3.1.2 The term of office for Joint Committee members shall be for two (2) school years, with the terms beginning July 1, 2001.

33.3.1.3 Joint Committee Members shall receive a stipend of \$350.00 per year.

33.3.1.4 The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Peer Review. The District retains the right to select its own attorney to represent it in such actions and shall maintain complete control of the litigation. The District shall pay legal costs and fees in such actions.

33.3.2 The Joint committee shall be responsible for the following:

33.3.2.1 Establishing Joint Committee Rules and Procedures, including the method for selection of a Chairperson. Said Rules and Procedures shall be consistent with the provisions of this Agreement; and to the extent there is an inconsistency, the Agreement shall prevail.

33.3.2.2 Selecting Consulting Teachers and staff development programs supported by PAR funding.

- 33.3.2.3 Establishing a procedure for application as a Consulting Teacher.
- 33.3.2.4 Determining the number of Consulting Teachers in any school year based upon projected need for peer assistance, the budget available and other relevant considerations.
- 33.3.2.5 Reviewing the final report prepared by each Consulting Teacher to determine completion of project prior to receipt of stipend.
- 33.3.2.6 Providing annual training for Joint Committee members.
- 33.3.2.7 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 33.3.2.8 Providing training for Support Teachers prior to the Support Teacher's participation in the program.
- 33.3.2.9 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Support Teacher and the site principal.
- 33.3.2.10 Reviewing assistance plan of site administrator for Referred Participating Teachers.
- 33.3.2.11 Reviewing the final report prepared by a Support Teacher regarding a teacher referred to the PAR program and making recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the PAR program.
- 33.3.2.12 Evaluating annually the impact of the PAR program and submitting recommendations for the improvement of the program to the Superintendent of the Porterville Unified School District and to PEA.

33.4 Application of Individual Teachers for Consulting Teacher Designation

- 33.4.1 Consulting Teachers shall meet the following minimum qualifications:
 - 33.4.1.1 Full-time classroom teacher
 - 33.4.1.2 Valid California teaching credential
 - 33.4.1.3 Permanent status
 - 33.4.1.4 Substantial recent experience in classroom instruction (five [5] of last seven [7] years)
 - 33.4.1.5 Demonstrate exemplary teaching ability, as indicated by recent evaluations showing effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of different pupils in different contexts.
- 33.4.2 Written application for participation as a Support Teacher shall be submitted to the Joint Committee prior to a reasonable deadline set by the Joint Committee.
- 33.4.3 An application shall include written consent from the applicant to release his/her last evaluation relating to teaching performance to the Joint Committee.

- 33.4.4 All applications and evaluations shall be treated with confidentiality.
- 33.4.5 An application shall include a written proposal to provide services in one of the following areas:
- New Teacher Coach Designation
New Teacher Support
Intern and Pre-intern Programs
- Staff Developer Designation
Subject Area Staff Development
Grade Level Staff Development
Curriculum Development
Curriculum Leadership
- Support Teacher Designation
Peer Assistance and Review Program
- 33.4.6 Consulting Teachers shall receive an annual stipend determined by the state; or if no stipend is stipulated, the District and Association shall meet to negotiate an annual stipend and that amount agreed upon by both sides before a Consulting Teacher is appointed by the Joint Committee.
- 33.5 Review of Applications & Nominations by Joint Committee
- 33.5.1 Before nominating any candidate for Consulting Teacher, the Joint Committee shall review the applicant's most recent evaluation.
- 33.5.2 Classroom observation of candidates may be conducted by representatives of the Joint Committee for purposes of aiding in the selection procedure.
- 33.5.3 Each nominee shall receive the vote of at least four of the seven members of the Joint Committee.
- 33.5.4 Special circumstances, such as the need for a mentor to work with new/experienced teachers in specific areas of student or the need for curriculum development in a particular area, shall be given consideration by the Joint Committee as they decide on nominees.
- 33.5.5 The Governing Board may determine a date by which nomination must be made in order to allow a reasonable time prior to the commencement of the succeeding fiscal year for the Board to review nominations.
- 33.6 Review and Nominees and Designation of Consulting Teachers
- 33.6.1 The Governing Board may meet in closed session to consider the appointment of any nominee to be a Consulting Teacher in the same manner that it may consider the appointment of employment of other employees.
- 33.6.2 The Governing Board shall designate as Consulting Teachers only teachers who have been nominated by the Joint Committee.
- 33.6.3 Each Consulting Teacher shall serve until the next June 30 after appointment.
- 33.7 Duties and Responsibilities of Consulting Teachers
- 33.7.1 The duties and responsibilities of each Consulting Teacher shall be determined on an individual basis and may include, but not be limited to, the following:
- 33.7.1.1 Providing assistance and guidance to new and probationary teachers.

- 33.7.1.2 Providing peer assistance and review to Volunteer Participating Teachers and Referred Participating Teachers.
- 33.7.1.3 Providing staff development.
- 33.7.1.4 Providing curriculum leadership, research and development.
- 33.7.2 The time and manner in which each Consulting Teacher shall render service in the program shall be determined on an individual basis subject to the following:
 - 33.7.2.1 Consulting services may be provided during regular school hours and/or during assigned time beyond the regular work day or year.
 - 33.7.2.2 Consulting Teachers may be assigned to perform services at more than one school site.
 - 33.7.2.3 After designation, a Consulting Teacher shall work with administration to develop a comprehensive timeframe, budget and evaluation process.
 - 33.7.2.4 Consulting Teachers shall be responsible to their regular school principal, unless otherwise assigned by the Superintendent.
 - 33.7.2.5 Either the District or the individual Consulting Teacher may terminate his/her participation in the program by giving the other party a ten-day (10) notice.
- 33.8 Referred Participating Teachers (RPT)
 - 33.8.1 The RPT has the right to be represented throughout these procedures by the Association representative of his/her choice.
 - 33.8.2 When any permanent, certificated employee has received, for the first time, an overall unsatisfactory evaluation, the supervising administrator shall develop an assistance plan.
 - 33.8.3 The plan shall include opportunities for appropriate staff development activities to assist the employee in achieving a positive evaluation.
 - 33.8.4 If the permanent, certificated employee again receives an overall unsatisfactory final evaluation, the employee shall be referred to the PAR Program with a report from the administrator, including the assistance plan used and description of how that plan failed to resolve the situation.
 - 33.8.5 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Support Teachers may disclose such information only as necessary to administer this Article.
 - 33.8.6 The RPT shall receive assistance to improve his/her instructional skills, classroom management, knowledge of subject and/or related aspects of his/her teaching performance by a Support Teacher chosen by the RPT from the list of current Support Teachers.
- 33.9 Volunteer Participating Teachers (VPT)
 - 33.9.1 Participation is for peer assistance only, and the Support Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The VPT may terminate his/her participation in the PAR Program at any time.

33.9.2 All communication between the Support Teacher and a VPT shall be confidential and, without the written consent of the VPT, shall not be shared with others, including the principal, the evaluator or the Joint Committee.

33.10 Support Teachers Assigned to Referred Participating Teacher

33.10.1 The RPT shall select a ST from the list of ST's currently serving appointments by the JC. The JC shall assign the ST of choice after reviewing the referral and failed assistance plan submitted by the RPT's site principal.

33.10.2 The ST shall meet with the RPT to discuss the PAR Program, to establish mutually agreed upon written performance goals, develop the written assistance plan and develop a process for determining successful completion of the PAR Program.

33.10.3 The ST shall have the responsibility for no more than two (2) RPT's. Each RPT shall receive no less than twenty-five (25) hours of assistance per semester from the ST. ST shall assist the RPT by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in his/her professional judgment, will assist the RPT.

33.10.4 The ST shall conduct multiple observations of the RPT during classroom instruction and shall have both pre-observation and post-observation conferences with the RPT.

33.10.5 The program shall expect and encourage a cooperative relationship between the Support Teacher and the site principal with respect to the process of the PAR Program.

33.10.6 The ST shall monitor the progress of the RPT and shall provide periodic written reports to the RPT for discussion and review.

33.10.7 The ST shall continue to provide assistance to the RPT until he/she concludes that the teaching performance of the RPT is satisfactory or that further assistance shall not be productive. A copy of the ST report shall be submitted to and discussed with the RPT to receive his/her input and signature before it is submitted to the Joint Committee. The RPT's signature shall not necessarily mean agreement but rather that he/she has received a copy of the report. The ST shall submit a final report to the Joint Committee. The RPT shall have the right to submit a written response within twenty (20) days and have it attached to the final report.

33.10.8 The results of the RPT's participation in the PAR program shall be made available for placement in his/her personnel file and may be used in the evaluation of the RPT.

33.10.9 The ST shall have no authority over any other teacher by virtue of his/her position as Support Teacher; however, the ST will participate in the evaluation process of teachers assigned to him/her by the JC to the extent of the Rules and Procedures described in this Article.

33.10.10 The District agrees to indemnify and provide a defense for the Support Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Support Teacher's participation in Peer Assistance and Peer Review. The District retains the right to select its own attorney to represent it in such actions. The District shall pay legal costs and fees in such actions.

33.11 New Teacher Coach

33.11.1 The duties and responsibilities of a New Teacher Coach shall be determined on an individual basis and may include, but not be limited to, the following:

33.11.1.1 Providing assistance and guidance to new teacher trainees (Interns and Pre-interns) or to temporary, probationary teachers.

33.11.1.2 Providing special curriculum research and development relevant to new teachers.

33.11.1.3 The New Teacher Coach shall have no authority over any other teachers by virtue of his/her position as a New Teacher Coach, nor shall he/she participate in the evaluation of teachers.

33.12 Staff Developer

33.12.1 The duties and responsibilities of a Staff Developer teacher shall be determined on an individual basis and may include, but not be limited to, the following:

33.12.1.1 Providing general staff development.

33.12.1.2 Providing research and development of curriculum or materials for teacher inservice.

33.12.1.3 The Staff Developer shall have no authority over any other teacher by virtue of his/her position as a Staff Developer, nor shall he/she participate in the evaluation of teachers.

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.

34.2 General Provisions:

34.2.1 Representation: Administration must inform bargaining unit members they have the right to secure and utilize Association representation for any disciplinary considerations.

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 documents, a witness will be asked to sign that the unit member has received such document but refused to sign for receipt. Receipt of such document(s) does not indicate agreement or admission. Notice may also be documented by utilizing registered mail, Federal Express, etc. to transmit true copies of documents to be filed, return receipt requested.

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 California 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 bypasses 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 California 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:
- 34.6.1 Beginning at Level Four (sub-dock), the member has the right of appeal to the next highest supervising level, or his/her designee, above the issuing authority. Such appeal shall be made within ten (10) school days of the issuance of a written warning. Within ten (10) school days upon receiving the appeal, there shall be an appeals conference with the member and his/her immediate supervisor and the appeal authority. The member has the right to have the Association speak on his/her behalf.
- 34.6.2 The procedures and processes in this article will be subject to the grievance procedure within this Agreement and also will be subject to binding arbitration as contained within the Agreement.

ARTICLE XXXV: YEAR-ROUND SCHOOL

- 35.1 The Association and the District agree to year-round schools effective July 1, 1987.
- 35.2 The District agrees to notify the Association one hundred twenty (120) days in advance before increasing the number of year-round schools. The language in agreement will apply to all subsequent schools which are converted or made into year-round programs. The District will include the Association on any study committees formed to convert or start year-round schools in the District.
- 35.3 Bargaining unit members' participation in year-round school shall be, whenever possible, voluntary.
- 35.3.1 Seniority for K-6 teachers on a Year-Round schedule shall be defined in the following order:
1st - at grade level
2nd - on color track
3rd - at school site
- 35.4 Assignment of unit members to the year-round school site shall be on the following basis:
- 35.4.1 Unit members working on a site designated for year-round school shall be given first priority to remain at that site. In a school going YR, teachers at that site have first choice for track selection based on seniority in the district. This selection is only for the grade level in which they are currently serving.
- 35.4.2 Unit members from other sites in the District volunteering for vacancies at the year-round school site shall be given consideration before recruiting from outside the District.
- 35.4.3 Unit members working on a site designated for year-round school shall be given an opportunity to transfer to a traditional school within the limits of this agreement.
- 35.5 Substitutes
- 35.5.1 Unit members who are off-track (intersession) at the time will be permitted to substitute for on-track teachers.
- 35.5.2 Unless the absent teacher requests a specific qualified person (teacher or sub), substitutes will be called in order from a list constructed by the District, giving priority and the right of first refusal to laid-off teachers and then to off-track teachers expressing desire to be included on the list. Within the list, qualified teachers shall be granted substitute assignments with consideration given to their seniority.
- 35.5.3 Effective with time cards starting after January 15, 2004, the salary for such assignment for P.U.S.D. teachers shall be a sixty (60) percent of the per diem rate of the teacher substituting, plus District standard substitution pay, the total of which shall be divided by two (2).
- 35.6 Flexible Scheduling
- The unique character of year-round school permits more flexibility in the scheduling of work assignments. The District will permit flexible scheduling including the following:
- 35.6.1 EXCHANGE DAYS - Bargaining unit members may apply for a paid leave where there is an exchange of days with another bargaining unit member subject to the following conditions:

- 35.6.1.1 Leave arrangements must be approved by the principals of the schools involved.
- 35.6.1.2 The maximum length of such leave is five (5) consecutive days, unless both teachers have credentials which authorize service in the assignment of the teacher with whom they are exchanging. If they both possess the authorizing credentials, the exchange can be for ten (10) consecutive days.
- 35.6.1.3 A teacher is limited to ten (10) exchange days per year unless approved by the district superintendent and such approval will not establish a precedent for subsequent requests.

35.7 Working Conditions

Storage and security of off-track teachers' materials and supplies will be provided by the District.

35.8 Room Assignments

- 35.8.1 Efforts will be made to keep movement of teachers from room-to-room to a minimum.
- 35.8.2 Should a roving or rotating site (room) become necessary, it shall occur only under the conditions that follow, unless there is good and sufficient reason to vary. Such conditions and reasons are subject to the grievance procedure.
 - 35.8.2.1 The Districts shall first seek volunteers.
 - 35.8.2.2 A payment equal to \$1000 shall be paid to unit members in such an assignment.
 - 35.8.2.3 The final decision on such assignment shall be made on the basis of least seniority of teachers available.
 - 35.8.2.4 A full-time 7-12 teacher who must change rooms three (3) or more times for an entire year will receive a payment of \$1000 annually. Extra periods (6th and 7th periods taught) shall not count toward this number. The \$1000 can be prorated for a quarter or semester.
- 35.8.3 Should there be an agreement to have four (4) teachers share three (3) rooms with all rotating during the school year, the payment of \$1000 shall be equally divided among these four (4) teachers in that rotation unit.

35.9 Calendar

- 35.9.1 All regular classroom teachers will be assigned a specific track as per the agreed-upon calendar. All support staff will be able to choose a track yearly for purposes of reassignment. Implementation will begin for the 2000-01 school year.
- 35.9.2 Extra-duty days may be added annually if mutually agreed upon by the District and unit member.
- 35.9.3 The District has the option to designate the work year for any position filled after January 1, 1990. In the event the work year is different from a specific year-round school track or the traditional school calendar, the District will consult with PEA before advertising the position.

35.10 Reassignment

- 35.10.1 Notwithstanding Article 13.4, 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.
- 35.10.2 The campus administration shall post and/or distribute notification to all site teachers of all known certificated vacancies on site as they come to the attention of the campus administration. Notification by telephone or mail shall be made to all off-track teachers at that site who have requested it. Such notifications shall be made at least three (3) calendar days before the opportunity for voluntary reassignment is considered closed.

ARTICLE XXXVI: EMPLOYMENT OF COACHES

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

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

36.1.2 Certificated employees within the type of school where the vacancy exists.

36.1.3 Certificated employees within the Porterville Unified School District.

36.1.4 Other candidates.

36.2 Coaches' Salary:

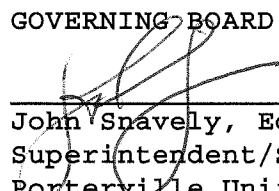
A coaches' salary shall be phased in starting in the month students begin practice and paid in equal payments for the rest of the fiscal year.

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

IN WITNESS WHEREOF, the parties have caused their authorized representative to approve this Agreement the 26th day of February 2014, between the Porterville Unified School District and the Porterville Educators Association/CTA/NEA.

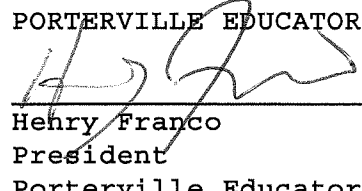
SIGNATURES:

GOVERNING BOARD OF TRUSTEES:



John Spavelly, Ed.D.
Superintendent/Secretary
Porterville Unified School District

PORTERVILLE EDUCATORS ASSOCIATION:



Henry Franco
President
Porterville Educators Association

Date: 6/18/2014

Date: 6-23-14

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)

3. Other assignments using a factor and experience in calculation. Changes effective January 1, 2014.

OTHER ASSIGNMENT SCHEDULE

Step	<u>A</u> *	<u>B</u> MS Chorus, Pathway Teacher, K-6 Dual Immersion Spanish**	<u>C</u> HS Student Council, AVID & Link Leaders, Pathway Teacher w/LL credential, MS Orchestra	<u>D</u> HS Chorus, MS Band	<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, Master Plan Special Education Teachers, 1-6 Designated Gate Teachers, K-6 Teachers in Dual Immersion English class, 7-8 Math Super Bowl Teachers.

**This stipend for the K-6 teachers in Dual Immersion Spanish class shall revert to Column A on June 30, 2016. It will be at the District's discretion should this increased stipend continue beyond that point.

(MS Chorus, MS Orchestra and MS Band teachers as of 12-31-2013, shall maintain current stipend until schedule catches up to their current rate.)

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. Speech Therapists shall receive \$1,000 added pay in lieu of being placed on the added pay schedule.
9. Added pay for Special Education Master Plan teachers shall be pro-rated to the actual time spent in Special Education assignment should the assignment be less than full time.
10. Time card reimbursement for summer school instruction shall be at the rate of .0007 x A-1 of Salary Schedule.
11. Time card reimbursement for all other instruction (including, but not limited to, workshops, home teachers, extended day classes, speech therapists, librarian, etc.) shall be at the rate of .00067 x A-1 of Salary Schedule and shall receive prior approval from site principal and District Office.

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 year's 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

2013-2014 (effective January 1, 2014)

Step/Years	Group A	Group I	Group II	Group III	Group IV
1	43,580	45,759	48,047	50,449	52,971
2	44,887	47,131	49,488	51,962	54,561
3	46,234	48,545	50,973	53,521	56,197
4	47,621	50,002	52,502	55,127	57,883
5	49,049	51,502	54,077	56,781	59,620
6	50,521	53,047	55,699	58,484	61,408
7	52,036	54,638	57,370	60,239	63,251
8	53,598	56,277	59,091	62,046	65,148
9	55,205	57,966	60,864	63,907	67,103
10	56,862	59,705	62,690	65,824	69,116
11		61,496	64,571	67,799	71,189
12		63,341	66,508	69,833	73,325
13			68,503	71,928	75,525
14				74,086	77,790
15				76,309	80,124
20				78,598	82,528
25				80,956	85,004

COLA = 3.50%

- 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 January 1, 2014

PORTERVILLE UNIFIED SCHOOL DISTRICT
CERTIFICATED
SALARY SCHEDULE

2014-2015 (with COLA and five additional days)

Step/Years	Group A	Group I	Group II	Group III	Group IV
1	46,592	48,922	51,368	53,936	56,633
2	47,990	50,389	52,909	55,554	58,332
3	49,429	51,901	54,496	57,221	60,082
4	50,912	53,458	56,131	58,937	61,884
5	52,440	55,062	57,815	60,706	63,741
6	54,013	56,714	59,549	62,527	65,653
7	55,633	58,415	61,336	64,403	67,623
8	57,302	60,167	63,176	66,335	69,651
9	59,021	61,972	65,071	68,325	71,741
10	60,792	63,832	67,023	70,374	73,893
11		65,747	69,034	72,486	76,110
12		67,719	71,105	74,660	78,393
13			73,238	76,900	80,745
14				79,207	83,167
15				81,583	85,662
20				84,031	88,232
25				86,552	90,879

5 added days = 2.80%

COLA = 4.00%

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, 2014

PORTERVILLE UNIFIED SCHOOL DISTRICT
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 year's 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.

PORTERVILLE UNIFIED SCHOOL DISTRICT
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.