

TENTATIVE AGREEMENT

This Tentative Agreement is entered into by and between the Perris Union High School District (“District”) and Perris Secondary Educators Association (“PSEA”). The District and PSEA may be referred to herein as “Party” or collectively as “Parties”.

Any issue, subject, or matter discussed by the District and the PSEA during the successor negotiations not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I - AGREEMENT

1. The Articles and provisions contained herein constitute a binding agreement (“Agreement”) by and between the Perris Union High School District (“District”) and the Perris Secondary Educators Association (“Association”) affiliated with the California Teachers Association and the National Education Association, an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code (“Act”).

3. This Agreement shall remain in full force and effect from July 1, ~~2021~~ 2024 until June 30, ~~2024~~ 2025, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend or terminate the Agreement (except as otherwise provided in this Agreement). Proposals for ~~2022-2023-2025-2026~~ shall be sunshined by April 1, 2025. ~~2022 and for 2023-2024 by April 1, 2023. Negotiations shall be limited to:~~

~~1) All compensation articles of the collective bargaining agreement pursuant to Article VII, Section 4; and~~

~~2) — Three (3) additional articles per Party.~~

4. If renegotiations are taking place, this Agreement shall remain in effect during the period wherein negotiations are taking place and until either a new agreement has been reached or an impasse has been determined to exist by the Public Employment Relations Board (“PERB”).

ARTICLE VII - COMPENSATION AND BENEFITS

1. Unit members shall receive compensation according to the attached Appendix A. ~~Effective July 1, 3 2021, a 15 th row shall be added to Column C and a 27 th row added to Column D. Effective July 1, 4 2022, a 16 th row shall be added to Column C and a 28 th row added to Column D. Effective July 1, 5 2023, a 29 th row shall be added to Column D. [NOTE: In alignment with all rows from the 15 th row 6 and up, each newly added row shall reflect a 0.6% increase over the previous row within each 7 column.]~~
2. Unit members shall receive benefits according to the attached Appendix B.
3. ~~Effective July 1, 2021, an ongoing four percent (4%) increase shall be applied to all salary schedules for all unit members in paid status as of December 1, 2021. Additionally, all unit members will receive a one-time off-schedule payment equal to two and one-half percent (2.5%) of their 2021-2022 base salary placement as of December 1, 2021. This off-schedule payment shall be paid in two (2) equal installments, the first in January 2022 (7M pay warrant) for those unit members in a paid status as of December 1, 2021 and the second in June 2022 for those unit members in a paid status as of June 1, 2022. Effective July 1, 2022, an ongoing two percent (2%) increase shall be applied to all salary schedules.~~

~~Effective July 1, 2023, an ongoing two percent (2%) increase shall be applied to all salary schedules:~~

- ~~4. Negotiations for compensation and benefits shall be closed for 2021-2022, 2022-2023 and 2023-2024. The District and PSEA agree to reopen negotiations on compensation and benefits for 2022-2023 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%) or if the P-2 districtwide average daily attendance (ADA) exceeds ninety-five and one-half percent (95.5%) of the 2022-2023 CALPADS enrollment. Likewise, the District and PSEA agree to reopen negotiations on compensation and benefits for 2023-2024 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%) or if the P-2 districtwide average daily attendance (ADA) exceeds ninety-five and one-half percent (95.5%) of the 2023-2024 CALPADS enrollment.~~

ARTICLE VIII - GRIEVANCE PROCEDURES

1. Definitions.

- A. A "Grievance" is a formal written claim by a grievant that there has been a violation, misapplication, or misinterpretation of a provision of this Agreement.
- B. A "Grievant" may be the Association or any unit member.
- C. A "Day" is a day that a unit member is regularly scheduled to be on duty.
- D. The "Immediate Supervisor" is the lowest level administrator having jurisdiction over the grievant and who has been designated to adjust grievances.

2. Right to Representation. The Grievant shall have the right to have an Association Representative present at all levels of the grievance procedure.

3. Informal Level. Before filing a formal written grievance, the grievant will attempt, within five (5) school days, to resolve the problem by informally conferencing with his/her immediate supervisor/designee. For issues that cannot be reasonably resolved at the site level or which involve multiple sites, the informal conference may occur at the District office level through the Assistant Superintendent of Human Resources or designee.

4. Formal Level.

Level I. Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or after the grievant knew or reasonably should have known of such act or omission, if the grievant desires to pursue the matter further, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.

The supervisor shall communicate his/her decision to the grievant in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Either the grievant, or the supervisor, or his/her designee may request a personal conference within the above time limits.

Level II. If the grievant is not satisfied with the decision at Level I, he/she may, within the earlier of fifteen (15) days of the date of the decision or the date the decision was due, appeal on the appropriate form to the Superintendent, or his/her designee.

This statement shall include a copy of the original grievance, the decision rendered (if any), and a clear, concise statement of the reasons for the appeal. Either the grievant, or the Superintendent, or his/her designee may request a personal conference within the above time limits. The Superintendent, or his/her designee, shall communicate his/her decision to the grievant within fifteen (15) days. If the Superintendent, or his/her designee, does not respond within the time limits provided, the grievant may appeal to the next level.

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no written decision has been rendered within fifteen (15) days after the grievant has filed a written appeal to the Superintendent, the grievant may immediately request in writing to the Association that the Association submit the grievance to arbitration.

Level III. If the grievant is not satisfied with the decision at Level II, he/she may, within the earlier of fifteen (15) days of the date of the decision or the date the decision was due, submit a written request for mediation of the grievance. The written request, which shall include a copy of the original grievance form (including the decision rendered), shall be attached to the Level III form. Within five (5) days after the written request for mediation, either the District or Association party may submit, to the California State Conciliation Service, a written request for the immediate services of a mediator. The Association shall not be excluded from the Level III process and may, at their discretion, determine the level of their involvement.

(1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time and place. Mediation shall be limited to one (1) day unless both parties agree to extend the mediation beyond one (1) day.

(2) If a satisfactory resolution of the grievance is achieved by means of the mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

(3) If no satisfactory settlement is reached through mediation, the grievant may, through the Association, appeal the grievance to the next level (Level IV).

(4) The District and the Association have agreed that mediation (Level III of this Grievance Procedure) may be waived by mutual agreement.

Level IV. The Association, by written notice to the Superintendent within five (5) days after meeting with the mediator (Level III), may submit the grievance to final and binding arbitration. The determination as to whether to proceed to arbitration shall be in the sole discretion of the Association. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the Arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, the District or the Association shall request the State Mediation and Conciliation Service, or the American Arbitration Association to provide a list of seven (7) arbitrators. The party that requests this list of arbitrators shall pay for the costs incurred in obtaining this list. From this list of arbitrators, the parties shall strike alternately until only one (1) name remains, who shall be the arbitrator. The first strike shall be determined by the flip of a coin. Thereafter, the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall render a final and binding decision which will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will 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. The decision of the arbitrator shall be submitted to the Superintendent and the Association.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing shall be borne equally by the Board and the Association. All other costs shall be borne by the party incurring them.

1. Judicial Review. Level IV does not preclude either party from pursuing available legal processes after the exhaustion of the grievance procedure herein.

2. No Reprisal. No reprisals shall be taken against any party participating in the Grievance Procedure herein by the Association or the District.

3. Association Rights. Prior to the resolution of a grievance at Levels I and II above, the Association shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

4. Release Time. Release time shall be provided to the grievant and one (1) Association representative outside the grievant's instructional day at a time when mutually agreed to by the grievant and the management employee involved at any level with the exception of Levels III and IV, when release time shall be granted during the instructional day if necessary.

5. Forms. Grievance forms shall be prepared by the District and will be made available to unit members at the immediate supervisor's office. Supervisor's receiving grievances will immediately contact the Assistant Superintendent of Human Resources or designee. Grievance forms will be filed in a central file in the District office. Grievance forms will be updated and/or reviewed prior to each new contract.

6. Early Resolution. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

7. Timeline Changes. The parties may mutually agree in writing to change or delay timelines in this Article. Any extension of timelines must be in writing and signed by both the grievant and the District representative. The failure of the grievant to follow the timelines for filing a grievance and advancing it to the next level is jurisdictional and shall constitute a waiver of the right to proceed with the grievance. If the

District representative fails to respond to a grievance within the timelines, the grievance is deemed denied on the date the response is due and the grievant may advance the grievance to the next level.

ARTICLE IX - HOURS

Status quo

ARTICLE X - LEAVES

1. Scope of Article. The benefits which are expressly provided by this Article X are the sole leave benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement. However, nothing in this section shall preclude unit members from requesting leave pursuant to statutory provisions governing leaves not herein mentioned. The mandatory leave provisions of Education Code Sections 44978-44987.3 are expressly included herein by this reference.

2. Personal Illness and Injury Leave.

A. Sick Leave. Unit members shall be entitled to ten (10) days of paid sick leave per school year of employment. Unit members who are less than full-time unit members shall be entitled to a pro rata amount of sick leave proportionate to a full-time unit member.

B. Sub Differential Sick Leave. This section applies only to unit members who have exhausted all available sick leave. Employees who are absent for more than three (3) periods in a school day will have the cost of a full day sub deducted from their paycheck. Employees who are absent for three (3) periods or less will have the cost of a half-day sub deducted. This sub-differential pay is only available when the absence is for the unit member's illness or injury, not absence due to a family member's illness or injury.

C. If a unit member does not utilize the full amount of leave as authorized in "A" above in

any school year, the amount not utilized shall accrue from school year to school year.

D. (1) A unit member's sick leave shall only be deducted on an hourly basis. (Teachers, project specialists, and librarians can convert their hours to days by dividing the total hours by 7 seven, and counselors, speech therapists, nurses, teachers on special assignment, and psychologists can convert their hours to days by dividing the total hours by 8 eight.)

(2) It is the unit member's responsibility to contact the Human Resources office about the transfer of sick leave to or from their previous or new districts.

E. Whenever possible, a unit member will contact the District to provide notice of absence, in the manner prescribed by the District, as soon as possible and no later than one and one half (1-1/2) hours before the beginning of the unit member's workday. The District will assume a unit member will return to work after a day of absence, unless otherwise notified prior to one (1) hour before the end of the unit member's work day at that member's site.

F. After an absence of five (5) consecutive days, for good cause, a unit member may be requested by District management to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

G. For good cause, the District may at its expense, and at any time, require a unit member to be examined by a certified medical specialist, who shall report to the Superintendent or designee.

H. Bargaining unit members should continue to schedule medical appointments outside of work hours to minimize the disruption to the educational program and services; however, in accordance with the unit member attendance system, the District will permit the use of sick leave for medical appointments.

3. Sick Leave Use for Immediate Family. Employees may use their sick leave accrual for the purpose of taking care of sick parents, step-parents, children, step-children, spouse or registered domestic

partner. All limitations on the use of sick leave for the employee's own illness or injury as set out in Section 2 apply to the employee's use of this leave.

4. Personal Leave.

A. Earned leave for illness or injury may be used, at the unit member's election, for purposes of personal necessity or personal discretion as defined below, provided that use of such leave does not exceed ten (10) days in any school year. An employee who has used up all sick leave is not entitled to Personal Leave.

B. For purposes of this provision, Personal Leave shall be for the following: (1) death or serious illness of a member of the unit member's immediate family as defined in Bereavement Leave below, or attending the funeral of a relative; (2) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family; or (3) other matters which are serious in nature, involve circumstances the unit member cannot reasonably ignore, and require the unit member's attention during normal working hours. Such leave may not be used for the extension of a holiday or a vacation, or for recreational activities, but may be used to appear in court as a litigant or for paternity leave.

C. The unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

D. Consistent with the requirements set forth above, unit members may also take Personal Leave as set forth in Labor Code section 230.7 to appear in school on behalf of their child who is subject to a disciplinary matter [and Labor Code Section 230.8 to enroll their child in school or participate in their child's school activities](#). Unpaid leave may also be available for this purpose.

5. Bereavement Leave.

A. A unit member shall be entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out of state travel or in-state travel beyond San Luis Obispo, Kern, or San Bernardino Counties is

required, without loss of salary, or sick leave deduction on account of the death of any member of his/her “immediate family” or person living in the immediate household.

B. For purposes of this provision, immediate family is limited to mother, father, grandmother, grandfather, or a grandchild, stepmother or stepfather of the unit member or of the spouse of the unit member, and the spouse, registered domestic partner, son, son in-law, daughter, daughter in-law, stepchild, brother or sister of the unit member, or any other relative living in the immediate household of the unit member. Unit members should contact the Assistant Superintendent of Human Resources or designee if they have questions regarding this provision.

C. The District shall require the use of bereavement leave before personal necessity leave days are used for the purposes allowed in this section.

D. Notice to the District is required in accordance with the provisions relating to sick leave. Further, as soon as reasonably possible a bereavement leave form shall be submitted to Human Resources at the District Office.

6. Pregnancy, Paternity, or Adoption.

A. Unit members are entitled to use sick leave as set forth in the provisions for personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth on the same terms and conditions as those governing leaves of absence for other illness, injury or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member’s physician. This information shall be set forth in a letter, or District approved form, from the unit member’s physician to the Human Resources Department.

B. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time leave commenced.

C. See also, Section 11.

D. Unit members can use up to the lesser of ten (10) days or 50% of their unused sick leave for Paternity or Adoption Leave per fiscal year. Unit members must submit an initial leave request to Human Resources at least fourteen (14) days in advance of the first day of the requested leave. The request must include reasonable verification of the paternity or adoption. Leave must be used in a single block (consecutive workdays), unless there are extenuating circumstances and Human Resources approves the scheduling of a non-consecutive leave.

E. Unit members may use differential leave in accordance with provisions of AB375 or other applicable law.

7. Industrial Accident Leave.

A. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for Workers' Compensation under the provisions of applicable state law.

B. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

C. The District, at its expense, has the right to have the unit member examined by a certified medical specialist designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

D. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received from any Workers' Compensation program maintained by the District which would make the total compensation from both sources exceed one

hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

8. Judicial and Jury Duty Leave.

A. A unit member shall be entitled to as many days of paid leave as are necessary for appearances in any legal proceeding, other than as a litigant, or on jury duty. The unit member will notify their supervisor of the absence as soon as possible and keep the supervisor informed of any changes. Verification of the leave may be required.

B. A unit member shall be entitled to paid leave only when subpoenaed as a witness in any legal proceeding where the unit member is not a party to the proceeding. The unit member will exert reasonable effort to minimize the amount of time which is required to be taken under this section. Any order to appear in a legal proceeding which is brought about by any misconduct or connivance by the unit member shall prohibit the member from the paid leave of absence under this section. The unit member will contact the person listed on the subpoena to determine time and date of appearance.

C. Unit members shall assign to the District any and all payments (except mileage allotment) received while on judicial or jury duty leave when the unit member is excused from regular duties for such leave.

9. Miscellaneous Leave.

A. A leave, without compensation, increment, seniority or tenure credit, may be granted by the District for a period of one (1) or more school years for the following purposes: Peace Corps; care for a member of the immediate family; long term illness of the unit member; voluntary military service; service in an elected public office; professional study or research; for reasons of health; or for other purposes that are serious in nature and involve circumstances that the unit member cannot reasonably ignore.

B. Applications for such leaves of absence listed in Part A must be in writing and submitted to the District office at least five (5) days prior to the leave. In addition, a unit member on such leave shall, by March 1, give the District a preliminary notification regarding intent to return, and shall notify the District no later than the last day of regular student attendance as to the member's intent to return to employment in the District. Failure to so notify will be considered an abandonment of position. Application for leaves of less than ten (10) days duration must be submitted in writing to the Superintendent with a copy to the unit member's immediate supervisor. The Superintendent or the Superintendent's designee shall make the final decision regarding such leave.

C. A request for a leave, in excess of ten (10) days, shall be decided by the Board of Trustees and shall be accompanied by a written statement supporting the request. A recommendation concerning such request may also be submitted by the Superintendent.

D. A unit member shall be entitled to make voluntary payments to maintain fringe benefits, whenever such benefits are not provided for under this Agreement. If the unit member wishes to continue the benefits at their own expense they must contact the Payroll office.

E. Any employee who is a parent, guardian, or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility may be granted unpaid leave each school year in order to participate in school or day care activities. (In some circumstances, the leave may qualify as personal necessity leave.) Such leave shall not exceed (8) eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence to their supervisor.

10. Legislative Leave. A unit member who is elected to the State Legislature, Congress, or elected to hold office for the state or national teachers association shall be entitled to an unpaid leave of absence for not more than two (2) years.

A. The unit member on such leave shall notify the Board in advance of his/her intended return date.

B. The unit member on legislative leave shall be entitled to return to a comparable position at the end of such leave.

C. Upon request, a unit member shall be granted up to (20) twenty school days of paid leave per school year for service performed as an elected local government official (city or county government agency) within the state provided that all of the following conditions are met.

1. The service is performed within the state.
2. The local government agency informs the district in writing of the service.
3. The local government agency agrees, prior to the service, to reimburse the

district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

11. Family and Pregnancy Disability Leave/Transfer Policy. Under the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), if employees who have more than twelve (12) months of service with the District, have worked at least 1,250 hours in the past twelve (12) months, and are employed at a worksite with fifty (50) or more employees or the District employs at least fifty (50) employees within seventy-five (75) miles of the employee's worksite, the employee may have a right to FMLA and/or CFRA leave. If eligible for such leave, the employee may be entitled to take up to twelve (12) workweeks of unpaid, job protected leave in a twelve (12) month period for the birth, adoption, or foster care placement of the employee's child; for the employee's own serious health condition; or for the care of the employee's child, parent, or spouse. At the employee's or the District's option, certain kinds of paid and unpaid leave may be substituted for family leave. Even if the employee is not eligible for FMLA and/or CFRA leave, if disabled by pregnancy, childbirth, or related medical condition, the employee is entitled to take a

pregnancy disability leave (“PDL”) of up to (4) four months, depending on the employee’s period(s) of actual disability. If the employee is also FMLA/CFRA eligible, the employee has certain rights to take BOTH a PDL/FMLA leave and a CFRA leave in connection with the birth of the employee’s child.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If the employee is taking CFRA leave following the birth, adoption, or foster care placement of a child, the basic minimum duration for such leave is two (2) weeks, and the employee must conclude the leave within one (1) year of the birth, adoption, or placement for foster care.

If possible, the employee must provide at least thirty (30) days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable, the employee needs to notify the District, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with these notice requirements is grounds for and may result in deferral of the requested leave.

The District may require certification from the employee’s health care provider before allowing the employee a leave for pregnancy or the employee’s own serious health condition, or certification from the health care provider of the employee’s child, parent, or spouse who has a serious health condition before allowing the employee a leave to take care of that family member. If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved healthcare provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third healthcare provider shall be final and binding. Where the FMLA and/or CFRA apply, the District will continue group health plan coverage (if any) for up to a maximum of twelve (12) weeks in any twelve (12) month period under the same terms and

conditions as applied prior to the employee's leave of absence. Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. While taking a family care or pregnancy disability leave may impact certain of the employee's benefits and the employee's seniority date, use of FMLA, CFRA, and/or PL leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave of absence.

For more information and/or a copy of the District's detailed policies regarding family leave and/or pregnancy disability leave, please contact the Human Resources office. If any part of the leave is unpaid, consult STRS.

12. Sabbatical Leave. The Board policy on sabbatical leave is available in the Superintendent's office. Eligibility requirements include being a permanent teacher with a minimum of one hundred fifty (150) days of paid service for each of the prior seven (7) years in the District and serving a minimum of four (4) years in the District upon return from leave. A bond equal to the amount of compensation the employee will receive during this sabbatical will be provided by the employee to the District, unless the Board makes an affirmative finding that the interests of the District will be protected by a written agreement between the employee and the District. See Education Code section 44969.

13. Catastrophic Leave. Bargaining unit members may participate in the District's catastrophic leave program. Copies of the Board policy are available in the Human Resources office. "Catastrophic illness" or "injury" is one that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee. The employee requesting such leave must submit a doctor's statement confirming the need for catastrophic leave and the employee must also submit to the Human Resources office

a release authorizing the District to solicit unit members for donations of paid leave prior to any donations being received.

14. Summer School Sick Leave. Employees will be paid for summer school days missed because of: (1) jury duty; (2) direction by administration to attend to other school business; or (3) illness or injury if they have Education Code section 44978 sick leave available. The deduction from sick leave will be equal to the number of hours missed, rounded up to a full hour. (Non-bargaining unit members will not be eligible for paid sick leave or pay while on jury duty.)

ARTICLE XI - ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

Status quo

ARTICLE XII - SUPERVISION OF NON-TEACHERS

1. If a unit member develops concerns with respect to the performance of a paraeducator assigned to their work station, the unit member may:

- A. Notify the relevant administrator of the existence of the problem;
- B. Meet and discuss the problem with the administrator; and
- C. Participate in determining ~~on~~ a course of action relating to resolution of the problem.

2. The District shall work cooperatively with unit members on the assignments of student-teachers from teacher training institutions. No student-teacher shall be assigned to work with a unit member without the unit member's approval. Unit members accepting student-teachers shall be paid the student teacher fee offered by the educational institution. If a student teacher is supervised by more than one (1) master teacher, the fee will be prorated, based on periods assigned to the master teacher.

ARTICLE XIII- EVALUATION PROCEDURE

Status quo

ARTICLE XIV - CLASS SIZE

1. Enrollment at Pinacate Middle School and the Comprehensive High Schools shall be limited to thirty-six (36) students per class (including “mainstreamed” special education students) after the first five (5) weeks of the semester or trimester, as applicable. The following are exceptions to the 36:1 pupil teacher ratio for all classes:

A. Physical education classes (excluding athletic Physical Education) shall be staffed at a maximum pupil teacher ratio of 55:1 and efforts will be made by site administration to balance class size at each site.

B. Student Government/ASB, Drama, Music and Peer Leadership shall be staffed at a maximum of 50:1.

C. Applied Arts classes (Computers/Technology, Foods/Culinary, Woodshop) will be limited to a class size of 40:1 or less depending on the number of workstations and safety.

D. Reading Intervention will continue to be staffed at a 25:1 ratio with a cap of 30:1. The District reserves the right to unilaterally discontinue this program and nothing contained herein shall obligate the District to negotiate the decision or effects to discontinue.

E. Band, Choir, and JROTC/Military Sciences classes shall not be subject to a cap.

2. Perris Lake High School will continue to staff according to current practices. Either party may request to reopen this provision at any time they believe the current practice is no longer effective.

~~3. All sites will limit RSP and SDC classes to a maximum of twenty-eight (28) and twenty-two (22) students per teacher, respectively, after the first five (5) weeks of the semester or trimester, as applicable.~~

~~Either party may request to reopen this provision at any time they believe the current practice is no longer effective.~~

3. Special Education Caseloads & Class Size. After the first five (5) weeks of each semester or trimester, as applicable, all sites shall adhere to the following special education caseloads and class sizes:

- A. Mild/Moderate (formerly Resource Specialist Program (RSP)) Caseloads shall be limited to twenty-eight (28) students. Class sizes for self-contained Specialized Academic Instruction (SAI) classes shall be limited to twenty-two (22) students, exclusive of Study Skills classes.
- B. Moderate/Severe (formerly Special Day Class (SDC) or Severely Handicapped (SH)) caseloads and self-contained class sizes shall be limited to eighteen (18) students.
- C. Social-Emotional Academic Support (SEAS), (formerly Emotionally Disturbed (ED)) caseloads and self-contained class sizes shall be limited to eighteen (18) students.
- D. Adult Transition Program (ATP) caseloads and self-contained class sizes shall be limited to twenty-two (22) students.
- E. With the exception of caseloads for Mild/Moderate unit members, class sizes and caseloads described within this article may be exceeded by one (1) student when reasonably necessary, and without a class size waiver. When this becomes necessary, the District will meet with the affected unit member to discuss alternatives for consideration. When class sizes or caseloads are exceeded by more than one (1) student, the special education unit member shall be compensated for each excess student at the rate of \$20 per day for each student above one (1) student.
- F. Caseload Coverage for Special Education Unit Members on Extended Leave.
 - a. In the event a special education unit member is out on extended leave, the District shall seek volunteers to conduct the necessary assessments, write the

IEP, and facilitate the IEP meetings for students on the caseload of the unit member on leave. In the event there are no volunteers, the District may assign a unit member to complete these tasks.

- b. The unit member that performs the necessary assessments, writes the IEP, and facilitates the IEP meetings for students on the caseload of the unit member on leave will neither be responsible for providing the direct services to the students on the other unit member's caseload, nor will the students be counted against the covering unit member's caseload.
- c. The covering unit member shall be compensated at the hourly rate for work performed either during the unit member's designated conference period or outside of the unit member's work day.

4. During the first five (5) weeks of each semester, the District will be allowed a "grace period" during which these limitations shall not be applicable. Site Administration will meet with Department Chairs prior to the expiration of fifteen (15) instructional days of the semester to discuss strategies to level classes as soon as practical. It is expressly understood that no grievances may be filed which relate to exceeding the enrollment cap during the grace period. Individual teachers will be allowed to sign waivers of the class size limitations set forth above, except that waivers of class sizes may be signed by probationary employees only as a last resort. The Association President will be provided a copy of all waivers.

5. Class size limits apply to Summer School and credit recovery classes.

ARTICLE XV - SAFETY CONDITION OF EMPLOYMENT

Status quo

B/2 = B.A. plus forty five (45) semester units or M.A. and fifteen (15) semester units

C/3 = B.A. plus sixty (60) semester units or M.A. and thirty (30) semester units

D/4 = B.A. plus seventy five (75) semester units including M.A., or M.A. and forty five (45) semester units

[NOTE: All other areas of the CBA that refer to Column C/3 shall be adjusted to reflect "A/1".]

Part II Extended Classroom Teaching Assignments

1. Any unit member who is regularly scheduled to teach one (1) additional classroom period per day in excess of the normal assignment of unit members as set forth in Article IX, Section 4, shall receive additional pay, based on a fraction of the number of periods in the regular bell schedule and the unit member's annual salary. The District shall not offer such additional periods, to non-permanent teachers when a permanent teacher is available in that same period. The pay for such assignment shall be calculated as follows: Employee's annual salary divided by 186 days equals their per diem rate. The per diem rate shall then be multiplied by the applicable fraction with the numerator being one (1) and the denominator being the number of periods in the regular bell schedule, and that product will be multiplied by the number of days the employee taught the additional period assignment to determine their pay. For example of a seven (7) period day and for an employee whose annual salary is \$50,000 and taught the additional period for 25 days would receive $((\$50,000 \div 186) \div 7) \times 25 = \960.06 . Unit members will be compensated monthly, beginning the second month of each semester, based on the number of days they taught an additional period assignment. Any employee that has been overpaid will have the overpayment deducted from their paychecks on a pro rata basis for the remainder of the year.

Part III Special Assignment Salary Schedule

1. Positions with Extended Work Year.

	<u>Days in Service</u>
Librarian	196*
Counselor	196*
Psychologist	202
Speech Therapist	202
Teachers on Special Assignment 10, 2021)	186 (Reduction in days Board Approved, March February
Nurse	202*
JROTC	222

JROTC teachers shall be paid consistent with applicable Federal Regulations (see, Department of Defense Management Regulation, Volume 10, Chapter 21). The days assigned may include weekends and holidays.

These positions will submit to their supervisor a proposed calendar listing their days of service. In selecting proposed days of service, employees should: (1) consider the need to be available to students, parents and staff; and (2) select days within the fiscal year. The calendar should be submitted at least two weeks prior to the beginning of their work year and must be approved in writing by their supervisor and Human Resources. The calendar may be changed by mutual written consent. The days selected will not change the timing of employees’ salary payments.

*Additional days may be assigned by the District but any such assignments beyond the normal work year shall be subject to approval of both the unit member and his/her supervisor, and will be paid at the per diem rate. Supervisors will make a good faith effort to equitably assign additional days to all counselors at their respective sites.

2. Department Chair Salary Schedule

Ratios shall be based upon the unit member’s placement on the salary schedule.

<u>Number of Members In the Department</u>	<u>Ratio</u>
2-7	1.020
8-15	1.030
16 +	1.040

- A. A “member” is a unit member who teaches two (2) or more courses in any Department.
- B. The District shall determine the number and makeup of departments.
- C. Department Chairs shall be paid monthly after Board approval and payroll processing.
- D. Selection of Department Chairs shall be in accordance with the district’s teacher handbook.

- E. Like other departments, counselors will select a Lead Counselor in accordance with the District's teacher handbook to act as the Department Chairperson.

3. Agriculture Teachers

A supplementary contract of up to thirty (30) days based upon the per diem placement on the Salary Schedule shall be offered based upon program needs as determined by the District (some of which may be weekend and holidays as assigned by the Principal). This position will submit to its supervisor a proposed calendar listing the additional days of service. In selecting these proposed days of service, employees should consider the need to be available to students, parents and staff. The calendar should be submitted at least (2) two weeks prior to the beginning of their work year and must be approved in writing by their supervisor and the Assistant Superintendent of Human Resources or Designee. The calendar may be changed by mutual written consent. The days selected will not change the timing of employees' salary payments.

The Future Farmers of America (FFA) stipend shall be offered to Agriculture Teachers who participate in the FFA Program.

4. Center for Teacher Induction (CTI) Reflective Coaches and Intern Coaches

Center for Teacher Induction (CTI) Reflective Coaches (formally BTSA support providers) will receive a stipend of \$3,000 per year per participating teacher to which they are assigned. The stipend will be paid pro rata on a monthly basis. Intern coaches will be paid \$1,000 per year per assigned intern. The stipend will be paid pro rata on a monthly basis.

5. Middle School Athletic Directors

- A supplementary contract of up to ten (10) days for middle school athletic director, based upon the per diem placement on the Salary Schedule, shall be offered based upon program needs as determined by the District (some of which may be weekend and holidays as needed assigned by the Principal). This position will submit to its supervisor a proposed calendar listing the additional days of service. In selecting these proposed days of service, employees should consider the need to be available to students, parents and staff. The calendar shall be submitted at least two weeks prior to the beginning of their work year and must be approved in writing by their supervisor and the Assistant Superintendent of Human Resources or Designee. The calendar may be changed by mutual written consent. The days selected will not change the timing of employee's salary payments.

Dated this 22nd day of April 2024.

Perris Secondary Educators Association:



Matt Schmidt
Bargaining Chairperson, PSEA



Joshua Lepley
Negotiations Member, PSEA



Diane Pales
Negotiations Member, PSEA



Dennis Raymond
Negotiations Member, PSEA



Elizabeth Smith
Negotiations Member, PSEA



Melanie Yates
Negotiations Member, PSEA

Perris Union High School District:



Kirk Skorpanich
Assistant Superintendent, Human Resources



Candace Reines
Deputy Superintendent, Business Services



Maribel Escobar
Director, Human Resources



Erika Heiliger-Garcia,
Coordinator Special Education