

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by the District and the PSEA during the successor negotiations not contained in this document shall be considered withdrawn by the party presenting it.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 IX - HOURS

Status Quo with the following exceptions

2. Additional Professional Assignments. Unit members will be responsible for professional assignments required by management in addition to activities directly related to a unit member’s primary assignment, including but not limited to program development, professional growth activities, committee assignments, faculty and District meetings, back to school and open house nights, and special help to students. Unit members will provide, at no compensation, supervision at two (2) District authorized activities held outside the unit member’s regular workday. Each of the following events shall constitute one activity: Varsity football game, Junior Varsity football game, Freshman football game, other similar athletic activities, a wrestling meet, a track meet, and a school recognized club sponsored activity. The District will post all activities on the Intranet for bargaining unit members to view. Additionally, bargaining unit members may sign up for other schools’ events. A unit member will be credited with having supervised an activity if they arrive at an activity that has been ~~cancelled~~ canceled and the unit member was not previously notified of the cancellation. An activity will equal supervision at an after school activity for up to three (3) hours. **In the event the activity is longer than three (3) hours, the unit member shall either be excused from continued supervision of that event or**

compensated at the hourly rate for the remainder of the event. Activities supervised after these two (2) will be compensated for as follows: Each activity of approximately three (3) hours in length shall be equal to the rate paid to the unit member for substituting for one (1) class period. Activities of more than three (3) hours that go into a fourth (4th) hour shall be paid at the rate of two (2) class periods for up to six (6) hours. Activities of more than six (6) hours shall be paid at the rate of three (3) class periods for up to nine (9) hours, and similar payments for longer periods. Such activities will include: athletic events, dances, concerts, plays, graduation and promotion, and other similar activities, including, but not limited to, those sponsored by ASB. Due to the unique nature of Grad Night and activities that require overnight supervision, these activities shall count as two (2) District authorized activities, but shall not qualify for compensation. All unit members shall have an opportunity to indicate their preference for their assignments before the District may make supervision assignments based on need. Supervision assignments are to be offered ~~districtwide~~ district-wide to all unit members so long as one-half of the supervisory staff is from the host school.

ARTICLE X - LEAVES

Status Quo with the following exceptions

2. Personal Illness and Injury Leave.

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

(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.

5. Bereavement Leave.

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

15. Reemployment List Notification. The District shall make a reasonable effort to notify a unit member in writing of possible placement on a reemployment list pursuant to California Education Code Section 44978.1 at least thirty (30) calendar days prior to placement on the list to provide adequate time for the unit member to secure continuing health benefit coverage as outlined in Appendix B, Section 4 and/or request an interactive meeting with the District and a representative of the Association, if requested by the unit member.

ARTICLE XI - ASSIGNMENTS TRANSFERS AND FILLING OF VACANCIES

Status Quo

ARTICLE XIII - EVALUATION PROCEDURE

Status Quo to sections 1-2 and sections 4-6

3. Evaluation Process – Permanent Status.

A. The District shall evaluate all permanent bargaining unit members at least once every two (2) years, except that whenever any permanent certificated unit member has received an unsatisfactory evaluation, such unit member shall be evaluated annually until the unit member achieves a positive evaluation or is separated from the District.

B. No later than the end of the sixth (6th) school week the following steps will occur:

(1) Unit members will be notified of their primary evaluator and the need for evaluation within fifteen (15) days of the start of school.

(2) The evaluator and the permanent unit member to be evaluated shall meet and mutually agree to the standards upon which the evaluation is to be based.

(3) Non-classroom permanent Unit Members shall be evaluated on all Applicable Standards of Professional Performance.

C. Formal Observation conferences will be held according to the following schedule:

(1) A pre-conference shall be held prior to each formal observation to agree upon:

- a. the lesson plan;
- b. the related data required on the pre-observation form;
- c. the class period and date to be evaluated; and
- d. complete the pre-observation form.

D. Permanent status unit members shall have at least one (1) formal observation no later than March 15, if they are being evaluated.

E. Formal observations shall last the majority of an entire class period.

F. Unit members shall receive prior notice of all formal observations. A unit member may request an additional evaluation by an administrator of the unit member's choice at their same site, provided such administrator agrees to do the evaluation.

(1) A formal observation shall be followed by a post-observation conference within ten (10) working days at which time the evaluator and the unit member will discuss the evaluation of the observation and specific commendations as well as recommendations for improvement if any.

G. If additional formal observations are deemed necessary, the unit member shall be notified in advance. Upon request, the reasons for the additional observations will be put in writing to the unit member.

H. The summary evaluation will be provided to the unit member on the Certificated Evaluation Form no later than thirty (30) calendar days prior to the end of the school year.

(1) The summative evaluation may contain information related to direct informal observations and other factors in addition to the formal observation.

(2) The evaluator will discuss the evaluation with the unit member prior to the end of the school year.

(3) The unit member must sign the evaluation signifying only that the unit member has read the document.

(4) The unit member shall be provided the opportunity to attach a written reaction or response which shall become part of the permanent records.

(5) A copy of the evaluation document will be given to the unit member.

(6) For purposes of this section, the end of the school year shall be the last school day scheduled on the school calendar.

I. In the event the certificated evaluation result of any permanent unit member contains an “unsatisfactory” or ~~“needs improvement”~~ rating of the unit member’s performance in the majority of the elements in a specific standard, the District shall require an Improvement Plan for that specific standard, each ~~“unsatisfactory” or “needs improvement” rating which must be in effect for a minimum of four (4) weeks before a notice of unsatisfactory performance can be given~~ the following school year. Such evaluation may also include a requirement that the unit member shall participate in a program designed to improve appropriate areas of the unit member’s performance. In addition, specific written recommendations and/or assistance shall be given for improving performance when the evaluation contains an “unsatisfactory” or “needs

~~improvement” rating for any reason.~~ All Improvement Plans must be completed and presented to the unit member ~~no later than fifteen (15) days prior to the end of the school year.~~ ~~Any post-evaluation conferences will be held no later than five (5) days prior to the end of the school year~~ no later than thirty (30) calendar days prior to the end of the evaluation year. This Improvement Plan will be in effect for the following academic year.

J. A copy of the Certificated Evaluation Form along with the unit member’s written response and any adverse data and other information upon which the unit member’s evaluation is based, shall be placed in the unit member’s personnel file as required by the Education Code.

ARTICLE XV - SAFETY CONDITIONS OF EMPLOYMENT

Status Quo with the following exceptions

1. District Safety Committee. A District Safety Committee will be established with two (2) PSEA representatives, selected annually by the Association, two (2) from CSEA and a representative from each site selected by the Association. The District Safety Committee shall meet at minimum, semi-annually with other meetings as needed. The initial meeting shall be set by the Superintendent or designee. The Committee shall be chaired by the Superintendent or designee. ~~The District shall have a district-wide safety plan in place by July 1, 2008.~~

2. Safety Complaint Procedure. Unit members may notify their immediate supervisor in writing or by email, or, in the case of an emergency, orally, concerning an unsafe or hazardous condition in the District, or any violation of the District’s Injury Illness and Prevention Program (“IIPP”) that endangers the health and safety of the unit member or the health and safety of others. Their immediate supervisor shall investigate said reported unsafe condition and then advise the unit member(s) in writing within five (5) working days of any findings and what action, if any, is appropriate to correct the unsafe condition. If the safety complaint is not

resolved to the unit member’s satisfaction, the member shall contact the PSEA representative of the District Safety Committee, who shall place the item on the Committee’s agenda. The Chair of the Committee must schedule a meeting within thirty (30) calendar days of receipt of the complaint.

5. Unit Members’ Responsibility in Cases of Assault/Battery. Unit members shall immediately report cases of assault (California Penal Code Section 240) and/or battery (California Penal Code Section 242) suffered by them in connection with their employment to law enforcement and their immediate supervisor. The unit member is entitled to PSEA representation at the initial and subsequent meetings between the unit member and the site administrator. The site administrator shall provide access to PSEA representation upon request. The Superintendent shall respond to any reasonable request from the unit member for pertinent information in the possession of the Superintendent relating to the incident.

Dated this 8th day of May 2023.

Perris Secondary Educators Association:

Matt Schmidt

Matt Schmidt
Bargaining Chairperson, PSEA

Tatiana Coover E.

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Negotiations Member, PSEA

Diane Pales

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Negotiations Member, PSEA

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Perris Union High School District:

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Assistant Superintendent, Human Resources

Candace Reines

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