

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and the PSEA during the 2016-2017 and 2017-2018 negotiations not contained in this document shall be considered withdrawn by the party presenting it.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 VII - COMPENSATION AND BENEFITS

An ongoing one percent (1%) increase shall be applied to all salary schedules effective July 1, 2016 for all unit members in paid status as of February 1, 2017, and an additional ongoing two percent (2%) increase effective July 1, 2017.

Negotiations shall be closed for 2016-2017 and 2017-2018. However, the District and PSEA agree to reopen negotiations on compensation and benefits for 2017-2018 if the cumulative effect of the Statewide Gap Funding Rate increases or decreases by at least three percent (3%) from 55.28% for 2016-2017 and 23.67% for 2017-2018 as included in the California Department of Education First Principal Apportionment School District LCFF Transition Calculation Exhibit.

ARTICLE X - LEAVES

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 the provisions of AB375 or other applicable law.

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 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.

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The District may require certification from the employee's healthcare 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.** ~~Under certain circumstances, the District may also require second or third opinions (at the District's expense) and a fitness for duty report prior to the employee's return to work.~~ 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 PDL 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.

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 XV - SAFETY CONDITIONS OF EMPLOYMENT

5. Unit Members' Responsibility in Cases of Assault.

~~Unit members shall immediately report cases of assault and/or battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the proper law enforcement authorities.~~ **Unit members shall immediately report cases of assault and/or battery suffered by them in connection with their employment to law enforcement and their immediate supervisor.** The unit member is entitled to

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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.

APPENDIX A

Part I - Salary Schedule

4. Any certificated unit member holding an earned Ph.D. or Ed.D. from a fully accredited institution or a J.D. from an ABA accredited law school shall receive an additional stipend of ~~five hundred dollars (\$500)~~ **\$3,000** per year. **Unit members shall only be eligible to receive one (1) doctoral stipend.**

Part III – Special Assignment Salary Schedule

3. Agricultural Teachers

A supplementary contract of up to thirty (30) days based upon the per diem placement on the Salary Schedule ~~may~~ **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 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. AVID Coordinators

~~Effective July 1, 2004, coordinators at sites with three (3) or fewer sections of AVID on the master schedule will get a stipend of seven percent (7%) of the C/3-1 salary schedule. Coordinators at sites with four (4) or more sections of AVID on the master schedule will get one (1) additional preparation period for AVID coordination. See addition to Appendix A, Part IV - Extra Duty Schedule.~~

5. English Language Learner Leads

~~Unit members designated by the District as English Language Learner Leads shall receive an annual stipend of \$1,500 per year payable on a pro-rata basis with their~~

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~~monthly pay warrants. This stipend is contingent upon continued state funding for the program. See addition to Appendix A, Part IV - Extra Duty Schedule.~~

8. Athletic Directors

For the 2016-17 and 2017-18 school-years only, a supplementary contract of up to twenty (20) days for high school and up to ten (10) days for middle school, 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 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.

Part IV - Extra Duty Schedule

*Change the name of the stipend list currently titled ~~Perris Lake High School only~~ to **Alternative Education Sites only***

Effective July 1, 2016 the following changes/additions to the Extra Duty Schedule will be:

- **National Honor Society 4.5%** (*Increased from 3%*) *changed in the comprehensive high schools stipend list*
- **Yearbook 7%** (*Increased from 5%*) *changed in the comprehensive high schools stipend list*
- **Chemical Hygiene Officer 2%** *Added to the comprehensive high schools stipend list*
- **G.A.T.E. 5%** *Added to the middle school stipend list*
- **Friday Night Live Advisors 4%** *Added to Alternative Education and Middle School stipend lists*
- **Title I/Program Lead 3%** *Added to the comprehensive high schools, middle school, and alternative education stipend lists.*
- **Future Farmers of America 4.5%** *Added to the comprehensive high schools stipend list*
- **AVID Coordinator 4%** *Added to the comprehensive high schools, middle school, and alternative education stipend lists. The number of release periods will continue to be determined by the District.*
- **English Language Learner Lead 3%** *Added to the comprehensive high schools, middle school, and alternative education stipend lists.*

APPENDIX E

Teacher Certificated Evaluation Form

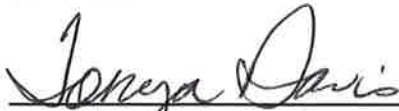
The Teacher Certificated Evaluation form shall reflect the current California Standards for the Teaching Profession and has been revised. See attached revised form.

Date: 3-16-17


Date: 3-10-17

PERRIS UNION HIGH SCHOOL
DISTRICT

PERRIS SECONDARY
EDUCATORS ASSOCIATION



Tonya Davis
Chief Human Resources Officer




Jason Miller
PSEA, Lead Negotiator



Candace Reines
Assistant Superintendent, Business Services




Adam Cyhan
PSEA Negotiations Member



Marilyn M. Saucedo
Assistant Superintendent, Educational Services



Kimberly Frieberg
PSEA Negotiations Member



Nicholas Hilton
Principal



Charles Manning
PSEA Negotiations Member



Matt Schmidt
PSEA Negotiations Member



Melanie Woodard
PSEA Negotiations Member

Legend

Highlighted in red- New language that will carry into the updated contract.

Highlighted in blue italics- Notes to readers that will not carry into the updated contract.

**PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM**

Teacher

Employee Name: _____

Grades/Subject/Assignment: _____

Work Site: _____

School Year: _____

- Tenured:
- Probationary: 1st 2nd
- Emergency: (not eligible for tenure)
- Intern: (not eligible for tenure)
- Temporary (not eligible for tenure)
- Other:

Scale: **M**=Meets Standards **N**=Needs Improvement **U**=Unsatisfactory **NA**=Not Applicable

In the areas of evaluation below, check off your rating of the employee based on the above scale in the boxes provided. A Needs Improvement or Unsatisfactory rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

AREAS OF EVALUTION: CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION	M	N	U	NA
1. STANDARD ONE: Engaging & Supporting All Students in Learning				
1.1 Using knowledge of students to engage them in learning				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3 Connecting subject matter to meaningful, real-life contexts				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
1.6 Monitoring student learning and adjusting instruction while teaching				
2. STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning				
2.1 Promoting social development and responsibilities within a caring community where each student is treated fairly and respectfully				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior				
2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn				
2.7 Using instructional time to optimize learning				
3. STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning				
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3 Organizing curriculum to facilitate student understanding of the subject matter				
3.4 Utilizing instructional strategies that are appropriate to the subject matter				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content				
4. STANDARD FOUR: Planning Instruction & Designing Learning Experiences for all Students				
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2 Establishing and articulating goals for student learning				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				
5. STANDARD FIVE: Assessing Students for Learning				
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments				

