

## 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District and the PSEA during the reopener negotiations for 2019-2020 not contained in this document shall be considered withdrawn by the party presenting it.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 on article with the following understanding)

The District and PSEA will continue to investigate flexibility within the seven period day. This may include modified scheduling, advisory periods, and/or any other purpose as determined by the District and PSEA collaborating within the negotiations process.

---

### **Article X - Leaves** (Status Quo on article with the following exception)

#### 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 members’ illness or injury, not absence due to a family members’ 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, and counselors, speech therapists, nurses, teachers on special

assignment, and psychologists can convert their hours to days by dividing the total hours by 8.)

(2) It is the unit members' 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 ~~up to five (5) days of~~ their ~~annual~~ 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 ~~Necessity and Personal Discretion~~ 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 ~~Necessity or Personal Discretion~~ Leave.

B. For purposes of this provision, ~~personal necessity~~ ~~Personal Leave~~ shall be ~~limited to five (5) days~~ 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; ~~and or~~ (3) other ~~personal necessities~~ ~~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. When using personal necessity leave, a unit member shall submit reasonable verification as requested by the District.~~

~~D. For purposes of this provision, personal discretion leave will be limited to five (5) days based solely upon verification by the unit member that the reason for the leave is serious in nature, involves circumstances the unit member cannot reasonably ignore, and requires the unit member's attention during normal working hours.~~

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

~~F. D.~~ Consistent with the requirements set forth above, unit members may also take ~~personal necessity or personal discretion leave~~ 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. Unpaid leave may also be available for this purpose.

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 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.

---

**Article XIII - Evaluation** (*Status Quo with the following exceptions*)

5. Evaluation Process – Probationary/Emergency/ and Intern Status.

A. All non-permanent status teachers will be evaluated according to the following schedule:

(1) All probationary (and other non-permanent status members hereinafter referred to as “probationary”) level one teachers will be evaluated on California Standards for the Teaching Profession Standard 1, 2 and Standard 4. All probationary level two teachers will be evaluated on Standards 1, 3, and 5, and any “unsatisfactory” or “needs improvement” rating from ~~Standard 2 or 4~~ in the previous school year.

(2) All bargaining unit members holding Emergency or Intern credentials will be evaluated in the same pattern as above (e.g., odd years will be evaluated on Standards 1, 2 and 4, even years on Standards 1, 3, and 5 etc.).

(3) New teachers hired after the start of school shall have this process prorated.

B. All non-permanent status teachers will be evaluated according to the following process:

(1) Probationary Unit Members shall have at least two (2) formal observations and at least one (1) documented informal observation no later than the completion of the first semester or eighteen (18) weeks of service if their service began after the first week of school, or if they are at a site that is on a trimester schedule.

(2) 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.

C. Formal observations shall last the majority of an entire class period. It is recommended that observations of probationary unit members be approximately four to six weeks apart to allow for growth.

D. 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 recommendations for improvement if any.

E. 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.

F. The summary evaluation will be provided to the unit member on the Certificated Evaluation Form not later than the conclusion of the first semester or 18th week of service if their service began after the first week of school, or if they are at a site that is on a trimester schedule.

(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 last school day in January.

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

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

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

G. In the event the Certificated Evaluation Form of any non-permanent status unit member contains an “unsatisfactory” or “needs improvement” rating of the unit member’s performance, the District may, at their own discretion, suggest an Improvement Plan for “unsatisfactory” or “needs improvement” ratings.

H. 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.

---

**Appendix A - Hours** (status quo to the entire Appendix, with the following exception)

Part IV – Extra Duty Schedule

Comprehensive High Schools Only

Activity

% of C/3-1

Cheer (Competition)

5.0

Cheer (Competition) , Assistant	3.5
Cheer (Stunt)	5.0
Cheer (Stunt), Assistant	3.5
Lacrosse, Varsity**	6.0
Lacrosse, Assistant**	4.0
Pep Squad	6.0 <del>10.0</del>
Pep Squad, Assistant	4.0 <del>6.0</del>

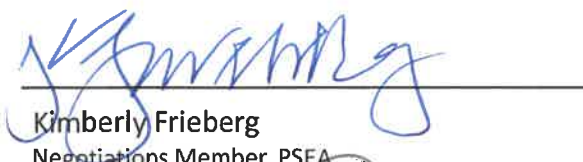
*\*\*This stipend will be a two-year pilot for Paloma Valley High School only. The position may be renegotiated as part of any successor negotiations.*

Dated this 16<sup>th</sup> day of September 2019

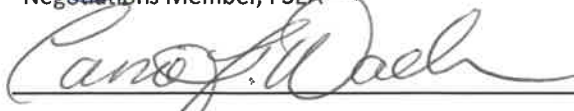
**Perris Secondary Educators Association:**




Matt Schmidt  
Bargaining Chairperson, PSEA



Kimberly Frieberg  
Negotiations Member, PSEA

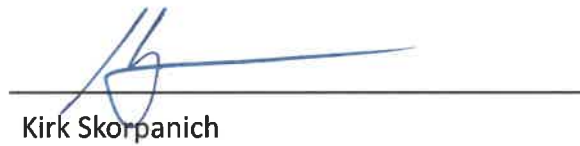


Carrie Waeldin  
Negotiations Member, PSEA

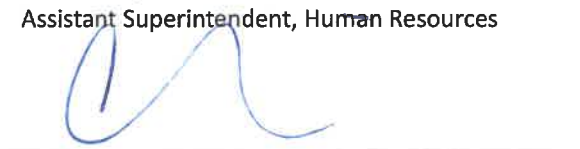


Melanie Woodard  
Negotiations Member, PSEA

**Perris Union High School District:**



Kirk Skorpanich  
Assistant Superintendent, Human Resources



Candace Reines  
Deputy Superintendent, Business Services



Dr. Charles Newman  
Assistant Superintendent, Educational Services



Nick Hilton  
Director, Human Resources