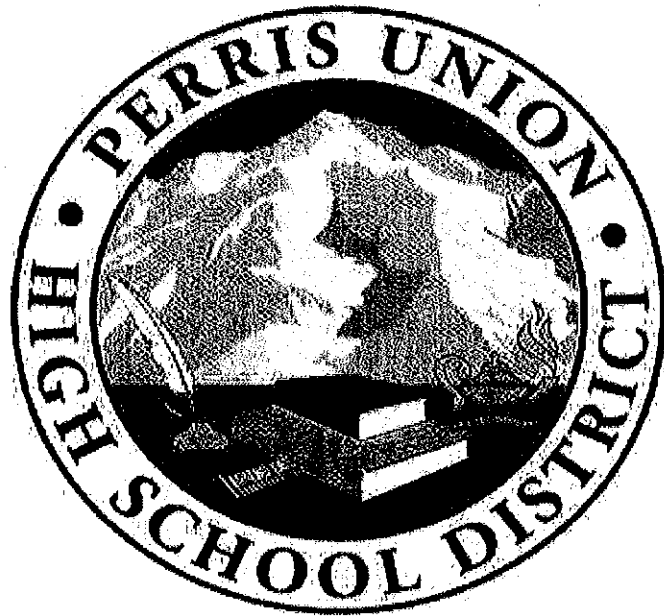




AGREEMENT

BETWEEN

PERRIS UNION HIGH SCHOOL DISTRICT

AND

PERRIS SECONDARY EDUCATORS ASSOCIATION

2007-2009

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1 ARTICLE I

2 AGREEMENT

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

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

9 3. This Agreement shall remain in full force and effect from July 1, 2007 until June 30,
10 2009, and thereafter shall continue in effect year by year unless one of the parties notifies the other in
11 writing no later than March 15 of its request to modify, amend or terminate the Agreement (except as
12 otherwise provided in this Agreement). During the second year of this agreement both parties agree to
13 negotiate salary and health and welfare benefits and one (1) Article. The District and Association also
14 agree to mutually reopen Article XV-Safety. If renegotiations are taking place, this Agreement shall
15 remain in effect during the period wherein negotiations are taking place and until either a new agreement
16 has been reached or an impasse has been determined to exist by the Public Employment Relations Board
17 (“PERB”).

ARTICLE II

RECOGNITION

1. The District confirms its recognition of the Association as the exclusive representative for the certificated employees as follows: full-time classroom teachers; any fully credentialed employee employed at least half time; resource specialists; project specialists; librarians; counselors; psychologists; intern teachers; temporary teachers; summer school teachers; program specialists (i.e., speech, language and hearing specialists); independent study teachers; work experience teachers; JROTC teachers; registered nurses; and teachers on special assignment.

Excluded are all other positions not designated, including but not limited to: superintendent; assistant superintendents; principals; assistant principals; coordinators, supervisors, deans and directors (except for those listed in the extra duty schedule); charter school teachers; adult education teachers; home study teachers; and student teachers.

2. The Association agrees that the unit is appropriate and that it will not seek a clarification of the unit, either as to the specific exclusions or the enumerated inclusions, except as to any new positions created subsequent to the signing of this Agreement.

1 ARTICLE III

2 NEGOTIATION PROCEDURES

3 1. Unless mutually agreed, negotiations shall commence no later than the first week in
4 March, contingent upon compliance with sunshine law.

5 2. Calendars may be negotiated outside of regular negotiations by the negotiation team or
6 committee as designated by the PSEA President and District Superintendent, or designee. Calendar
7 negotiations shall commence in October of each year. The District reserves the right to unilaterally
8 implement a calendar should the negotiation process fail to reach agreement on the next school year's
9 calendar by February 1 of any year. Upon final agreement on the calendar, the calendar will be posted
10 within fifteen (15) working days on the District's intranet.

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ARTICLE V

DISTRICT RIGHTS

Except as limited by the provisions of this Agreement, the District retains its powers and authority to direct, manage and control to the extent permitted by law, including determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds, levels and methods of services to be provided; establishing its educational policies, goals and objectives; ensuring the rights and educational opportunities of students; determining staffing patterns and number and kinds of personnel required; maintaining the efficiency of District operations; determining the curriculum; building, moving and modifying facilities; establishing budget procedures and determining budgetary allocation; determining the methods of raising revenue; contracting out work; hiring, classifying, assigning, transferring, evaluating, promoting, terminating and disciplining employees for just cause as set forth in Education Code Sections 44930 through 44960. The District has the right to declare an emergency and to take action on any matter, including temporarily suspending portions of this Agreement, as required by that emergency. An emergency is a sudden or unforeseen event that requires immediate action. In the event the District does temporarily suspend portions of this Agreement, it shall do so only for the period of time reasonably required by the emergency. The District will notify the Association of any Board action concerning a declaration of emergency and any action taken by reason of said emergency which relates to this Agreement. In the event that the District declares an emergency, upon the request of the Association, the District shall consult with the Association about the reinstatement of the portions of this Agreement effected by the emergency. The Association does not, by agreeing to this Article, waive any rights to which it is entitled under law.

1 ARTICLE VI

2 ORGANIZATIONAL SECURITY

3 1. Any unit member who has joined or applied to join the Association, may authorize the
4 District to deduct Association dues. Pursuant to such authorization, the District shall deduct one tenth
5 ($1/10^{\text{th}}$), one eleventh ($1/11^{\text{th}}$) or one twelfth ($1/12^{\text{th}}$) (consistent with the bargaining unit member's
6 payments schedule) of such dues from the regular salary check of the unit member each month for ten
7 (10), eleven (11) or twelve (12), as applicable, months. Deductions for unit members who sign such
8 authorization after the commencement of the school year shall be on the first pay warrant following such
9 authorization.

10 2. Any unit member who has not joined the Association, or who does not make application
11 to join the Association within thirty (30) days of the effective date of this Agreement, or within thirty
12 (30) days from the date of commencement of assigned duties within the unit, shall pay to the Association
13 a service fee in an amount not to exceed periodic dues, and general assessments of the Association for
14 the duration of the Agreement. Unit members not hired permanently until later in the year shall not be
15 required to pay dues for any time period prior to their employment.

16 3. The fee payer shall authorize payroll deduction for such fees in the same manner as
17 provided for the payroll deduction of Association dues in Section 1 above.

18 4. In the event that a unit member shall not pay such service fee as required in Section 3
19 above, the Association shall so inform the District, and the District shall immediately begin automatic
20 payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in
21 Section 1 above.

22 5. The Association shall comply with the Agency Fee Regulations of the Public
23 Employment Relations Board.

1 6. Any unit member who is a member of a religious body whose traditional tenets or
2 teachings include objections to joining or financially supporting employee organizations shall not be
3 required to join or financially support the Association as a condition of employment; except that such
4 unit member shall pay pursuant to payroll deduction as set forth in Section 1, in lieu of any agency fee to
5 the Association, sums equal to such service fees to one of the following nonreligious, non labor,
6 charitable organizations whose funds are exempt from taxation under Section 501(c)(3) of Title 26 of the
7 Internal Revenue Code:

- 8 A. American Cancer Society;
- 9 B. American Red Cross;
- 10 C. American Heart and Lung Association; or
- 11 D. Such other organizations as the parties mutually agree upon in writing.

12 7. Proof of payment and a written statement of objection along with verifiable evidence of
13 membership in a religious body whose traditional tenets or teachings object to joining or financially
14 supporting unit member organizations shall be made on an annual basis to the Association and the
15 District as a condition of continued exemption from the provisions of Sections 2, 3 and 4 above. Such
16 proof shall be presented within thirty (30) days of the unit member's first duty day of each school year.

17 8. Any unit member making payments as set forth in Sections 6 and 7 above, who requests
18 that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be
19 responsible for paying the reasonable cost of using such procedures. The Association retains the right to
20 determine as to whether to proceed to the arbitration level.

21 9. With respect to all sums deducted by the District, pursuant to Sections 1, 2, or 3 above,
22 the District shall promptly remit such monies to the Association accompanied by an alphabetical list
23 categorizing the payments as membership dues or agency fees, and indicating any changes in personnel
24 from the previous list.

1 10. The Association agrees to furnish any information needed by the District to fulfill the
2 provisions of this Article.

3 11. The Association agrees to indemnify and hold the District harmless regarding any legal
4 claim arising out of this agency fee provision subject to the following:

5 A. The Association agrees to pay to the District all reasonable legal fees and legal
6 costs incurred in defending against any court action and/or administrative action before the Public
7 Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of
8 this Agreement or their implementation.

9 B. The Association shall have the exclusive right to decide and determine whether
10 any such action or proceeding referred to in Section 11(A) above shall or shall not be compromised,
11 resisted, defended, tried or appealed.

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ARTICLE VII

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COMPENSATION AND BENEFITS

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1. Unit members shall receive compensation according to the attached Appendix A.

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2. Unit members shall receive benefits according to the attached Appendix B.

1 ARTICLE VIII

2 GRIEVANCE PROCEDURE

3 1. Definitions.

4 A. A "Grievance" is a formal written claim by a grievant that there has been a
5 violation, misapplication or misinterpretation of a provision of this Agreement.

6 B. A "Grievant" may be the Association or any unit member.

7 C. A "Day" is a day that a unit member is regularly scheduled to be on duty.

8 D. The "Immediate Supervisor" is the lowest level administrator having jurisdiction
9 over the grievant and who has been designated to adjust grievances.

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

12 3. Informal Level. Before filing a formal written grievance, the grievant will attempt,
13 within five (5) school days, to resolve the problem by informally conferencing with his/her immediate
14 supervisor/designee.

15 4. Formal Level.

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

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

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

4 This statement shall include a copy of the original grievance, the decision rendered (if
5 any), and a clear, concise statement of the reasons for the appeal. Either the grievant, or the
6 Superintendent, or his/her designee may request a personal conference within the above time limits.

7 The Superintendent, or his/her designee, shall communicate his/her decision to the
8 grievant within fifteen (15) days. If the Superintendent, or his/her designee, does not respond within the
9 time limits provided, the grievant may appeal to the next level. If the grievant is not satisfied with the
10 disposition of his/her grievance at Level II, or if no written decision has been rendered within fifteen
11 (15) days after the grievant has filed a written appeal to the Superintendent, the grievant may
12 immediately request in writing to the Association that the Association submit the grievance to
13 arbitration.

14 Level III. The Association, by written notice to the Superintendent within five (5) days
15 after a decision by the Superintendent, or his/her designee, or the expiration of the time for a decision,
16 may submit the grievance to final and binding arbitration. The determination as to whether to proceed to
17 arbitration shall be in the sole discretion of the Association. If any question arises as to the arbitrability
18 of the grievance, such question will be ruled upon by the Arbitrator only after he/she has had an
19 opportunity to hear the merits of the grievance.

20 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an
21 arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, the
22 District or the Association shall request the State Mediation and Conciliation Service, or the American
23 Arbitration Association to provide a list of seven (7) arbitrators. The party that requests this list of
24 arbitrators shall pay for the costs incurred in obtaining this list. From this list of arbitrators, the parties

1 shall strike alternately until only one (1) name remains, who shall be the arbitrator. The first strike shall
2 be determined by the flip of a coin. Thereafter, the arbitration shall proceed under the Voluntary Labor
3 Arbitration Rules of the American Arbitration Association

4 The arbitrator shall render a final and binding decision which will be in writing and will
5 set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will
6 be without power or authority to make any decision which requires the commission of an act prohibited
7 by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be
8 submitted to the Superintendent and the Association.

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

12 5. Judicial Review. Level III does not preclude either party from pursuing available legal
13 processes after the exhaustion of the grievance procedure herein.

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

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

19 8. Release Time. Release time shall be provided the grievant and one (1) Association
20 representative outside the grievant's instructional day at a time when mutually agreed to by the grievant
21 and the management employee involved at any level excepting Level III, when release time shall be
22 granted during the instructional day if necessary.

23 9. Forms. Grievance forms shall be prepared by the District and will be made available to
24 unit members at the immediate supervisor's office. Supervisor's receiving grievances will immediately

1 contact the Chief Human Resources Officer. Grievance forms will be filed in a central file in the District
2 office. Grievance forms will be updated and/or reviewed prior to each new contract.

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

8 11. Time Line Changes. The parties may mutually agree in writing to change or delay
9 timelines in this Article. Any extension of timelines must be in writing and signed by both the grievant
10 and the District representative. The failure of the grievant to follow the timelines for filing a grievance
11 and advancing it to the next level is jurisdictional and shall constitute a waiver of the right to proceed
12 with the grievance. If the District representative fails to respond to a grievance within the timelines, the
13 grievance is deemed denied on the date the response is due and the grievant may advance the grievance
14 to the next level.

1 ARTICLE IX

2 HOURS

3 1. Length of Workday. Except for psychologists, counselors, teachers on special
4 assignment and nurses, unit members shall be on campus and responsible for instructional and other
5 assigned duties for seven (7) continuous hours per day inclusive of a lunch period, unless mutually
6 agreed to by the unit member and the building principal. Psychologists, counselors, teachers on special
7 assignment, speech therapists, and nurses are required to work an eight (8) hour day, inclusive of a lunch
8 period. However, they may leave the work site upon completion of a seven and one half (7½) hour
9 workday provided that the unit member, as determined by his/her professional judgment, has completed
10 his/her work assignment or unless requested to remain by the unit member's immediate supervisor for a
11 staff meeting, in service training or parent/staff conferences.

12 2. Additional Professional Assignments. Unit members will be responsible for professional
13 assignments required by management in addition to activities directly related to a unit member's primary
14 assignment, including but not limited to program development, professional growth activities, committee
15 assignments, faculty and District meetings, back to school and open house nights and special help to
16 students. Unit members will provide, at no compensation, supervision at two (2) District authorized
17 activities held outside the unit member's regular workday. Each of the following events shall constitute
18 one Activity: Varsity football game, Junior Varsity football game, Freshman football game, other similar
19 athletic activities, a wrestling meet, a track meet and a school recognized club sponsored activity. The
20 District will post all Activities on the Intranet for bargaining unit members to view. Additionally,
21 bargaining unit members may sign up for other schools' events. A unit member will be credited with
22 having supervised an activity if they arrive at an activity that has been cancelled and the unit member
23 was not previously notified of the cancellation. An activity will equal supervision at an after school
24 activity for up to three hours. Activities supervised after these two (2) will be compensated for as

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

11 3. Lunch Period. Unit members may have at least a forty five (45) minute lunch period, of
12 which at least thirty (30) minutes shall be duty free, except where the District and the Association agree
13 to an adjustment.

14 4. Teaching Periods Per Day.

15 A. Unit members with classroom assignments shall not be required to teach more
16 than five (5) periods per day. (The ASB Directors, at the comprehensive high schools will be required to
17 teach two periods in addition to their ASB assignment. The ASB Directors shall be entitled to a
18 conference period as set forth below.) However, if a school site has an extended day, then the unit
19 members with classroom assignments may be required to teach six (6) periods per day.

20 B. If a unit member is required by administration to period sub during their prep
21 period, then they will be compensated at the rate of \$30 for any period subbing during the length of this
22 contract. Period sub-pay will be increased by the overall percentage rate applied to the salary schedule,
23 non-retroactive, rounded up to the nearest nickel. Site administration will keep and use an equitable
24 rotation list. Non-classroom unit members will be asked to period sub and will receive the same

1 compensation listed above for each period they are asked to sub (with the understanding that they, like
2 other unit members, will make up the time they period sub consistent with their professional
3 responsibilities).

4 5. Conference Periods. All full-time unit members with classroom teaching assignments
5 shall have at least five (5) periods per week for preparation and planning and other assigned duties.
6 However, under no circumstances shall a unit member be required to use their scheduled conference
7 period for a lunch period. No ground supervision shall be assigned outside the workday.

8 6. Class Preparations. Unit members shall have not more than three (3) preparations per day
9 unless agreed to in writing by the unit member. A “preparation” is defined to be a specific unit of
10 instruction as defined in the curriculum guide with a specified course number and intended to be
11 delivered to a student or students by a teacher. Examples of classes that will be considered as
12 “preparations” include a credit recovery class and “advanced” courses. “Preparation” does not include
13 special education collaborations. Teacher Assistant (“T/A”) does not constitute a class or prep.
14 However, if maintaining this limit would require the District to hire additional personnel, a unit member
15 may be required to have one (1) additional preparation. Where more than three (3) preparations are
16 agreed to, upon request, a unit member shall be given written justification.

17 7. Workdays Per Year.

18 A. Unless otherwise specified (i.e., psychologists, counselors, etc.) the number of
19 workdays for unit members shall be one hundred eighty-four (184) days. First year personnel may be
20 required to work a minimum of one (1) additional pre-service day at the hourly rate. The work year
21 shall include no more than one hundred eighty (180) days of student attendance. On the day planned for
22 teacher check out/prep day, unit members will be permitted to leave campus when check out/prep has
23 been completed, and check out procedure will be available from 8:00 A.M. to 3:00 P.M., exclusive of
24 lunch.

1 B. At the end of the first semester for grades 9-12, three (3) two hundred forty-five
2 (245) minute instructional days will be scheduled for the conduct of final examinations and final
3 examination grading. At the end of the second semester, three (3) two hundred forty-five (245) minute
4 instructional days will be scheduled for grades 9-12 to conduct final examinations and final examination
5 grading. However, due to funding restrictions, the Community Day School will not have minimum
6 days.

7 8. School Calendar.

8 A. Should emergencies arise after negotiations have taken place that impinge upon
9 the negotiations, the District shall contact the Association to negotiate the matter.

10 B. The District and the Association agree to meet and negotiate any necessary
11 adjustments to the calendar to meet minimum state requirements pertaining to days and/or minutes of
12 student attendance which entitle the District to receive maximum state support. Currently, the minimum
13 minutes required by the State are:

14 (1) 64,800/year for the comprehensive high schools;

15 (2) 59,200/year for Pinacate Middle School;

16 (3) 360/day, without counting passing or breaks, for Community Day School.

17 9. Part-Time Teaching.

18 A. Unit members wanting to go on less than a full-time teaching schedule shall
19 apply in writing to the District in advance of the intended time they desire to go on a part time teaching
20 schedule. The request shall also specify the desired schedule, which shall be mutually agreed upon. For
21 individuals desiring to go to part-time teaching, preliminary notification must be given to the District no
22 later than March 15. The District shall give the unit member a tentative response in writing within thirty
23 (30) days of receiving the unit member's request. The District must provide a final response to the
24 request by June 1. Notwithstanding the above, if the unit member and the District are able to mutually

1 agree to a part-time schedule prior to the 1st instructional day at that site, then the unit member will be
2 placed on that schedule. Part-time certificated unit members shall be compensated at a rate equal to one
3 fifth (1/5) their normal salary for each period assigned, derived from the placement of the unit member
4 on the regular salary schedule.

5 B. Return to Full-Time Teaching. Bargaining unit members shall be entitled to
6 resume a full-time schedule at their discretion for the following school year, so long as they provide the
7 District written notice prior to May 15. The District may return a unit member on less than a full-time
8 teaching schedule to a full-time teaching schedule upon written notification to that unit member so long
9 as it is sent by June 1.

10 C. Pro Rata Benefits and Professional Responsibility. Bargaining unit members
11 who receive part-time teaching assignments shall be provided wages, benefits and paid leave equal to
12 their percentage of service. For example, a teacher who is teaching eighty percent (80%) of that
13 teaching day would receive payment by the District equal to eighty percent (80%) of that provided to a
14 full-time teacher for their actual elected insurance costs. The part-time teacher will be required to pay
15 the remainder of the cost through payroll deduction. Part-time unit members will be available for
16 reasonable professional responsibilities as determined by their immediate supervisor. Bargaining unit
17 members considering a part-time schedule should consult with STRS about any possible effects this type
18 of schedule may have on their retirement.

19 10. Job Sharing.

20 Definition: Job sharing shall refer to two (2) unit members on regular contracts sharing
21 one (1) teaching assignment. Two (2) unit members shall share an assignment for a minimum of one (1)
22 year.

23 Applications for a job sharing assignment for the following school year shall be filed with
24 the District no later than March 1. Applications shall not be denied except for cause. The Board shall

1 approve or deny the request and notify, in writing, the Human Resources office, principal, and the
2 applicants of its decision by May 30. If the decision is denied, the applicants shall be notified, in
3 writing, of the specific reasons for the denial.

4 Notwithstanding other provisions of this Agreement, job sharing unit members' wages,
5 benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total
6 amount of health and welfare benefits for the job sharers exceed the amount the District would have paid
7 if the position had not been shared. Thus, unit members will pay the difference through payroll
8 deduction. Each job sharing unit member shall receive salary schedule increments.

9 Upon requests of the two (2) unit members, a job sharing assignment may be renewed
10 provided the two (2) unit members notify the District prior to March 1. In the event the two (2) unit
11 members fail to notify the District of their desire to continue the job sharing assignment, or in the event
12 the District does not approve the continuance of the assignment, the unit members shall be returned to
13 full time assignments.

14 If a unit member on a regular contract is in a job-sharing assignment and elects to return
15 after the first year to full time teaching, the unit member will be returned, whenever possible, to his/her
16 original school. If a unit member on a regular contract is in a job sharing assignment for more than one
17 (1) year and elects to return to full time teaching, the unit member will be assigned to the first available
18 full time teaching position for which he/she is certificated and competent and in conformance with the
19 provisions of this agreement.

1 ARTICLE X

2 LEAVES

3 1. Scope of Article. The benefits which are expressly provided by this Article X, are the
4 sole leave benefits which are part of this Agreement, and it is agreed that other statutory or regulatory
5 leave benefits are not incorporated, either directly or impliedly, into this Agreement. However, nothing
6 in this section shall preclude unit members from requesting leave pursuant to statutory provisions
7 governing leaves not herein mentioned. The mandatory leave provisions of Education Code Sections
8 44978-44987.3 are expressly included herein by this reference.

9 2. Personal Illness and Injury Leave.

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

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

19 C. If a unit member does not utilize the full amount of leave as authorized in "A"
20 above in any school year, the amount not utilized shall accrue from school year to school year.

21 D. (1) A unit member's sick leave shall only be deducted on an hourly basis.
22 (Teachers, project specialists and librarians can convert their hours to days by dividing the total hours by
23 7, and counselors, speech therapists, nurses and psychologists can convert their hours to days by
24 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 employees 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

1 does not exceed ten (10) days in any school year. An employee who has used up all sick leave is not
2 entitled to Personal Necessity or Personal Discretion Leave.

3 B. For purposes of this provision, personal necessity shall be limited to eight (8) days
4 for the following: (1) death or serious illness of a member of the unit member's immediate family as
5 defined in Bereavement Leave below, or attending the funeral of a relative; (2) an accident involving the
6 unit member's person or property, or the person or property of a unit member's immediate family; and
7 (3) other personal necessities which are serious in nature, involve circumstances the unit member cannot
8 reasonably ignore, and require the unit member's attention during normal working hours. Such leave
9 may not be used for the extension of a holiday or a vacation, or for recreational activities, but may be
10 used to appear in court as a litigant or for paternity leave.

11 C. When using personal necessity leave, a unit member shall submit reasonable
12 verification as requested by the District.

13 D. For purposes of this provision, personal discretion leave will be limited to two (2)
14 days based solely upon verification by the unit member that the reason for the leave is serious in nature,
15 involves circumstances the unit member cannot reasonably ignore, and requires the unit member's
16 attention during normal working hours.

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

19 F. Consistent with the requirements set forth above, unit members may also take
20 personal necessity or personal discretion leave as set forth in Labor Code section 230.7 to appear in
21 school on behalf of their child who is subject to a disciplinary matter. Unpaid leave may also be
22 available for this purpose.

1 5. Bereavement Leave.

2 A. Pursuant to Education Code section 44985, a unit member shall be entitled to a
3 leave of absence, not to exceed three (3) days, or five (5) days if out of state travel is required, without
4 loss of salary, or sick leave deduction on account of the death of any member of his/her "immediate
5 family" or person living in the immediate household.

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

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

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

17 6. Pregnancy, Paternity or Adoption.

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

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

3 C. See also, Section 11.

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

10 7. Industrial Accident Leave.

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

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

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

21 D. For any days of absence from duty as a result of the same industrial accident, the
22 unit member shall endorse to the District any wage loss benefit check received from any Workers'
23 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.

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

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

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

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

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

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

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

5 11. Family and Pregnancy Disability Leave/Transfer Policy. Under the federal Family and
6 Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), if
7 employees who have more than twelve (12) months of service with the District, have worked at least
8 1,250 hours in the past twelve (12) months, and are employed at a worksite with fifty (50) or more
9 employees or the District employs at least fifty (50) employees within seventy five (75) miles of the
10 employee's worksite, the employee may have a right to FMLA and/or CFRA leave. If eligible for such
11 leave, the employee may be entitled to take up to twelve (12) workweeks of unpaid, job protected leave
12 in a twelve (12) month period for the birth, adoption, or foster care placement of the employee's child;
13 for the employee's own serious health condition; or for the care of the employee's child, parent, or
14 spouse. At the employee's or the District's option, certain kinds of paid and unpaid leave may be
15 substituted for family leave. Even if the employee is not eligible for FMLA and/or CFRA leave, if
16 disabled by pregnancy, childbirth, or related medical condition, the employee is entitled to take a
17 pregnancy disability leave ("PDL") of up to four months, depending on the employee's period(s) of
18 actual disability. If the employee is also FMLA/CFRA eligible, the employee has certain rights to take
19 BOTH a PDL/FMLA leave and a CFRA leave in connection with the birth of the employee's child.

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

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

6 The District may require certification from the employee's health care provider before
7 allowing the employee a leave for pregnancy or the employee's own serious health condition, or
8 certification from the health care provider of the employee's child, parent, or spouse who has a serious
9 health condition before allowing the employee a leave to take care of that family member. Under certain
10 circumstances, the District may also require second or third opinions (at the District's expense) and a
11 fitness for duty report prior to the employee's return to work. Where the FMLA and/or CFRA apply, the
12 District will continue group health plan coverage (if any) for up to a maximum of twelve (12) weeks in
13 any twelve (12) month period under the same terms and conditions as applied prior to the employee's
14 leave of absence. Upon return from leave, most employees must be restored to their original or
15 equivalent positions with equivalent pay, benefits, and other employment terms. While taking a family
16 care or pregnancy disability leave may impact certain of the employee's benefits and the employee's
17 seniority date, use of FMLA, CFRA, and/or PDL leave cannot result in the loss of any employment
18 benefit that accrued prior to the start of the employee's leave of absence.

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

22 12. Sabbatical Leave. The Board policy on sabbatical leave is available in the
23 Superintendent's office. Eligibility requirements include being a permanent teacher with a minimum of
24 one hundred fifty (150) days of paid service for each of the prior seven (7) years in the District and

1 serving a minimum of four (4) years in the District upon return from leave. A bond equal to the amount
2 of compensation the employee will receive during this sabbatical will be provided by the employee to
3 the District, unless the Board makes an affirmative finding that the interests of the District will be
4 protected by a written agreement between the employee and the District. See Education Code section
5 44969.

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

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

1 ARTICLE XI

2 ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

3 1. Definitions.

4 A. A “transfer” is the movement of a bargaining unit member from one school site
5 or facility to another school site or facility.

6 B. A “voluntary transfer” is a transfer initiated by a bargaining unit member between
7 a school site or facility.

8 C. An “involuntary transfer” is a transfer initiated by the District between a school
9 site or facility.

10 D. An “assignment” is an initial assignment of a bargaining unit member into an
11 instructional department/grade level at the same school site or facility.

12 E. A “reassignment” is the movement of a unit member from: (a) one subject area to
13 another subject area; or (b) one grade level to another grade level; or (c) from one track to another track
14 at the same school site or facility.

15 (1) A voluntary reassignment is one which is mutually agreed to by the unit
16 member and District.

17 (2) An involuntary reassignment is one which is imposed by the District
18 without unit member approval.

19 F. For the purpose of filling vacancies by transfer, a “vacancy” is any unit position
20 which remains unfilled after assignments pursuant to Section 2 below.

21 2. Preliminary Assignments. By March 15th the District management shall make
22 preliminary assignments for the ensuing school year. Nothing in the preliminary assignment shall be
23 construed as limiting the right of District management to make changes in such assignments or programs
24 at any time consistent with the time limitation set forth below. With respect to modifications of

1 assignments during the school year, and unless the situation does not reasonably permit, the District
2 shall notify the unit member of any changes in the assignment schedule at least two (2) weeks prior to
3 the implementation of the change. However, no changes in assignment shall take effect before the first
4 working day of the week following written notification to the unit member. Upon request, specific
5 reasons for the change will be provided. Such changes will not be made for arbitrary, capricious, or
6 punitive reasons.

7 3. Posting of Vacancies. Subsequent to the issuance of preliminary assignments according
8 to Section 2 above, the District management shall post in each school and the District office a list of all
9 known vacancies, if any, for the ensuing school year to provide an opportunity for voluntary transfer
10 applications to be filed. Updated lists of known vacancies will be posted at least once each calendar
11 month thereafter until the final workday of the regular school year. During the summer months the list
12 shall be posted at least once during June, July and August, after which the posting will cease 30 days
13 after the start of school. A file of all postings will be maintained at all school sites for each current
14 school year.

15 4. Request for Transfer.

16 A. The District has established a phone message system which has all certificated
17 bargaining unit vacancies on it phone # (951) 943-3099. All vacancies shall be placed on the machine at
18 least fourteen (14) calendar days prior to the closing date. Consideration will be given to all applications
19 submitted prior to the closing date for any vacancies which are submitted to the Human Resources office
20 after April 15th.

21 (1) Permanent bargaining unit members shall send a letter of request to be
22 considered for transfer to another school site for the ensuing school year to the
23 Human Resources office by March 15 of the prior school year. If an opening is
24 anticipated and the unit member has met the timeline above and the criteria set

1 forth below then they will be considered for voluntary transfer. If the permanent
2 unit member misses the timeline above they may apply and compete for any
3 vacant position available after April 15th.

4 B. Requests for voluntary transfers shall be considered on the basis of (1)
5 appropriate credentials; (2) District-wide seniority with appropriate subject matter experience; and (3)
6 recentness of subject area preparation. If a voluntary request is denied, the District shall, upon request,
7 provide specific written reasons for the denial to the unit member.

8 (1) The Superintendent may not transfer a teacher who request to be
9 transferred to a school offering any of grades 7-12, inclusive, that is ranked in
10 deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of
11 the school refuses to accept the transfer.

12 C. Consideration will be given to all applications for any vacancies which are
13 submitted to the Human Resources office within ten (10) unit workdays after placement of the notice of
14 vacancy on a designated Association bulletin board (or up to 21 calendar days prior to the start of school,
15 whichever is sooner), except that from 21 calendar days prior to the start of school to 30 calendar days
16 after school has started, vacancies need only be posted until the position is filled. The final selection to
17 fill the vacancy is within the sole discretion of the District management.

18 5. Preference for Unit Members. Any vacant position, which is defined for the purposes of
19 this section as a bargaining unit position within a specific subject matter or areas either at a specific site
20 or requiring the unit member to work at more than one site, shall be filled by giving preference to
21 qualified unit members over non-unit member applicants. "Preference" as herein used shall mean that
22 special weight shall be given such factor, but not that such applicant shall be guaranteed such
23 assignment.

Permanent employees shall have first consideration in the selection process for filling vacancies that occur or are identified on or before April 15 of each year. After April 15 of each year and up to the day before the duty year of the bargaining unit begins, all qualified applicants who have applied for the vacancy at the school shall have access to the selection process for filling the vacancy.

6. Involuntary Transfers.

A. Procedure and Criteria. The District has the right to make involuntary transfers. Before making an involuntary transfer, the District shall first attempt to seek voluntary transfer applications in which case the procedures of Section 4 of this Article shall be followed. Even if a unit member or members volunteer for such vacancy, the District is not obligated to make such voluntary transfers. The District shall adhere to the following criteria in selecting the unit member to be transferred:

- (1) The unit members having the least seniority in the District will be considered first when making involuntary transfers.
 - (2) The unit member's recentness of subject area preparation.
 - (3) The unit member's credential must match the new assignment.
 - (4) The District's selection of a unit member to be transferred shall be based on the best interests of the educational program. If this criteria is relied upon, the District shall be required to provide explicit, written reasons as to why the transfer would be in the best interests of the educational program.
- "Appropriate voluntary transfer" as used above means a transfer which resolves the problem requiring the transfer in the first place.

B. Notification to Association of Involuntary Transfer. The District shall notify the Association in writing of any involuntary transfers, and upon request by the Association, shall consult

1 with the Association prior to making such involuntary transfer final.

2 C. Notification to Unit member of Involuntary Transfer. Prior to making an
3 involuntary transfer final, the Human Resources office shall inform the unit member to be transferred, in
4 writing, of the District's intent to transfer the unit member stating specific reasons for the intended
5 transfer. The unit member shall then have five (5) school days in which to accept the transfer or to
6 request a meeting with the Superintendent or designee to discuss the intended transfer.

7 D. Nonpunitive. Such transfers shall not be arbitrary or capricious and shall not be
8 punitive or disciplinary in nature.

9 E. Reasons for Involuntary Transfer. After a unit member is notified of an
10 involuntary transfer, the unit member shall have the right to request, and the District shall provide in
11 writing, within five (5) days of the request, the specific reasons why said unit member was selected for
12 transfer.

13 F. Alternative Educational Programs. For the purposes of this paragraph "alternative
14 educational programs" means the ILP program, home tutorial program or any other alternative programs
15 developed after the execution of the Agreement, but not the continuation high school or the Community
16 Day School.

17 (1) Regardless of any other provisions pertaining to assignments to the
18 alternative educational programs, it is agreed between the parties that such
19 assignments shall be considered to be within the regular school programs
20 with respect to the operation of the lay off provisions of the California
21 Education Code. The purpose of this provision is to protect unit members
22 assigned to such programs from thereby, upon future termination of such
23 programs should that occur, becoming subject to lay off by reason of
24 program termination.

1 (2) Any unit member involuntarily assigned to an alternative education
2 program shall have the right to request a transfer at any time. Further,
3 such unit member shall have the right, upon demand, to be transferred to a
4 position within the regular school program after having completed at least
5 two (2) years of duty in any alternative education program. Any unit
6 member who utilizes this provision to be reassigned to the regular school
7 program shall not be involuntarily reassigned to any alternative education
8 program for at least two (2) years.

9 7. Filling of Vacancies at New Sites. For the purpose of filling vacancies at any new site,
10 the following process shall be used:

11 A. Requests for voluntary transfers to a new school site for vacancies in which the
12 bargaining unit members holds the appropriate credential (excluding emergency credentials, but not
13 Education Code Section 44258.7(c)(d) and (e) also known as “2/5 waivers”) and is highly qualified (as
14 defined by NCLB) shall be considered on the basis of: (a) District-wide seniority; (b) District-wide
15 seniority within subject area experience; (c) recentness of teaching the subject matter (excluding summer
16 school and emergency credentials). This provision shall apply to filling the first sixty percent (60%) of
17 the vacancies at the site. No more than forty percent (40%) of the bargaining unit members from any
18 site shall be used to fill the seventy-five percent (75%) voluntary component. The remaining forty
19 percent (40%) (rounded up to the nearest FTE) shall be filled at the District’s discretion to balance
20 demographics, goals, etc. It is expressly understood that bargaining unit members who transfer into split
21 assignments must maintain the appropriate credentials to avoid being transferred out of that position.

22 B. If a voluntary request is denied, the District shall provide notice to the unit
23 members. In addition, upon request, the District shall provide specific written reasons for the denial to
24 the unit member.

1 C. For the purposes of Subsection (A), District-wide seniority is defined as the
2 bargaining unit members' first day of work.

3 D. Whenever reasonably practical the District will maintain full assignments, as
4 opposed to split assignments and split site assignments.

5 E. Any voluntary transfer to a new site, under the sixty percent (60%) rule set forth
6 above, that is disputed by a unit member shall be referred to a conflict resolution panel within five (5)
7 days of the unit member receiving notice (of the decision on his request for transfer) for resolution.
8 Resolution shall be achieved within five (5) days of the initial meeting of the conflict resolution panel.
9 This conflict resolution panel shall consist of three (3) unit members selected by the Association and two
10 (2) administrators selected by the Superintendent or his designee, who shall give their decision (which
11 shall be final) to the site administrator. The panel's decision shall be final and not subject to the
12 grievance procedure. It is clearly understood by both parties to the Collective Bargaining Agreement,
13 that a voluntary transfer decision to a new site will not be subject to the grievance procedure.

1 ARTICLE XII

2 SUPERVISION OF NON-TEACHERS

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

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

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

1 ARTICLE XIII

2 EVALUATION PROCEDURE

3 The evaluation process utilized by the Perris Union High School District is designed as a method
4 for the continuous improvement and professional growth of the certificated staff. The evaluation process
5 is valued as a mechanism for providing formal feedback related to professional practice and
6 performance.

7 1. Evaluators.

8 A. The primary evaluator shall be a site level certificated administrator who will sign
9 the evaluation document.

10 B. The secondary evaluator, if any, is a current District certificated administrator
11 who has direct input to the evaluation.

12 C. Both the primary and any secondary evaluators must sign the evaluation form if
13 both are utilized.

14 2. Notification of Rights.

15 A. No written materials in the possession of the District may serve as the basis for
16 affecting the status of any unit member's employment other than materials in the District personnel file
17 of such unit member.

18 B. If information from other persons is used in the evaluation, a written statement to
19 that effect must appear on the evaluation form.

20 C. Non-administrative persons shall not be required or allowed to participate in the
21 observation and/or evaluation of unit members unless agreed to by all parties.

22 D. A unit member shall be notified in writing of any public complaint, which is
23 sufficiently significant to adversely influence the evaluation. The unit member shall have the
24 opportunity to respond in writing to the complaint.

1 E. With respect to any materials to be placed in a unit member's personnel file, the
2 unit member shall be notified and receive a copy ten (10) days in advance of such placement and shall
3 have the right to attach a written response which shall become a permanent attachment to the unit
4 member's file.

5 F. Grievances shall be limited to a claim that the procedures set forth in this Article
6 have been violated, however, any portions of an evaluation may be contested in any proceeding against a
7 unit member wherein such evaluation is used in any way.

8 3. Evaluation Process – Permanent Status.

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

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

- 14 (1) Unit members will be notified of their primary evaluator and the need for
15 evaluation within fifteen (15) days of the start of school.
- 16 (2) The evaluator and the permanent unit member to be evaluated shall meet
17 and mutually agree to the standards upon which the evaluation is to be
18 based.

19 C. Evaluation conferences will be held according to the following schedule:

- 20 (1) A pre-conference shall be held prior to each formal observation to agree
21 upon:
- 22 a. the lesson plan;
- 23 b. the related data required on the pre-observation form;
- 24 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 1, 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, provided such administrator agrees to do the evaluation.

(1) A formal observation shall be followed by a post-observation conference within ten (10) school days at which time the evaluator and the unit member will, discuss the evaluation of the observation and specific 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 matter 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

1 reaction or response which shall become part of the permanent records.

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

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

5 I. In the event the certificated evaluation result of any permanent unit member
6 contains an “unsatisfactory” or “needs improvement” rating of the unit member’s performance, the
7 District shall require an Improvement Plan for each “unsatisfactory” or “needs improvement” rating
8 which must be in effect for a minimum of four (4) weeks before a notice of unsatisfactory performance
9 can be given. Such evaluation may also include a requirement that the unit member shall participate in a
10 program designed to improve appropriate areas of the unit member’s performance. In addition, specific
11 written recommendations and/or assistance shall be given for improving performance when the
12 evaluation contains an “unsatisfactory” or “needs improvement” rating for any reason. All Improvement
13 Plans must be completed no later than fifteen (15) days prior to the end of the school year. Any post-
14 evaluation conferences will be held no later than five (5) days prior to the end of the school year.

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

18 4. Optional Five-Year Evaluation Cycle: Permanent Status Only.

19 A. In accordance with amended Education Code Section 44664, evaluation and
20 assessment of certificated employees may be made at least every five years for permanent personnel who
21 have been employed at least ten (10) full years with the school district, are “highly qualified”, and whose
22 previous evaluation rated the employee as meeting standards.

23 B. For purposes of this agreement, “highly qualified” shall mean that: (i) the teacher
24 has obtained full certification as a California teacher (including certification obtained through alternative

1 routes to certification) or passed the California State Teachers Examination, and holds a credential to
2 teach in California, (except that when used with respect to any teacher teaching in a public charter
3 school, the term means that the teacher meets the requirements set forth in California's public charter
4 school law); and (ii) the teacher has not had certification or licensure requirements waived on an
5 emergency, temporary, or provisional basis.

6 C. Requests for the five-year program will be made on the Summative Evaluation
7 form.

- 8 (1) Unit members with permanent status who do not qualify for the five-year
9 evaluation program or who are eligible but do not wish to participate shall
10 be evaluated at least every other school year.

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

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

- 14 (1) All probationary (and other non-permanent status members hereinafter
15 referred to as "probationary") level one teachers will be evaluated on
16 California Standards for the Teaching Profession Standard 2 and Standard
17 4. All probationary level two teachers will be evaluated on Standards 1, 3,
18 and 5, and any "unsatisfactory" or "needs improvement" rating from
19 Standard 2 or 4 in the previous year.
- 20 (2) All bargaining unit members holding Emergency or Intern credentials will
21 be evaluated in the same pattern as above (e.g., odd years will be evaluated
22 on Standards 2 and 4, even years on Standards 1, 3, and 5 etc.).
- 23 (3) New teachers hired after the start of school shall have this process
24 prorated.

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

3 (1) Probationary Unit Members shall have at least three (3) formal
4 observations no later than the completion of eighteen (18) weeks of
5 service.

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

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

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

15 D. Unit members shall receive prior notice of all formal observations. A unit
16 member may request an additional evaluation by an administrator of the unit member's choice, provided
17 such administrator agrees to do the evaluation.

18 (1) A formal observation shall be followed by a post-observation conference
19 within ten (10) school days at which time the evaluator and the unit
20 member will, discuss the evaluation of the observation and specific
21 recommendations for improvement if any.

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

1 F. The summary evaluation will be provided to the unit member on the Certificated
2 Evaluation Form not later than the 18th week after the start of school.

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

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

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

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

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

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

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

20 6. Evaluation Process – Non-teaching Certificated Status.

21 A. Permanent Status:

22 (1) Unit members will meet once every other year with their immediate
23 supervisor (at the Site or District level) to review the elements on their
24 Evaluation documents.

1 a. Direct Observations will be arranged with the unit member if
2 applicable.

3 b. Indirect Observations and unit member self report data may be
4 considered.

5 (2) The five year evaluation option as described in Section 4 above will also
6 be offered to the non-teaching members.

7 B. Probationary/New Employee Status.

8 (1) Unit members will meet three (3) times during the first eighteen (18)
9 weeks of the start of school with their immediate supervisor to review their
10 status on the elements on their Evaluation documents.

11 a. Direct Observations will be arranged with the unit member if
12 applicable.

13 b. Indirect Observations and unit member self-report data may be
14 considered.

15 C. Notification of Rights cited above will apply.

16 D. Appointments for Observations/Conferences will take place as mutually agreed
17 between the unit member and their immediate supervisor.

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

1 evaluation contains an “unsatisfactory” or “needs improvement” rating for any reason. All Improvement
2 Plans must be completed no later than fifteen (15) days prior to the end of the school year. Any post-
3 evaluation conferences will be held no later than five (5) days prior to the end of the school year.

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

1 ARTICLE XIV

2 CLASS SIZE

3 1. Enrollment at Pinacate Middle School and the Comprehensive High Schools shall be
4 limited to thirty-six (36) students per class (including “main streamed” special education students) after
5 the first five (5) weeks of the semester or trimester, as applicable. The following are exceptions to the
6 36:1 pupil teacher ratio for all classes:

7 A. Effective January 7, 2008 Physical education classes (excluding athletic Physical
8 Education) shall be staffed at a maximum pupil teacher ratio of 55:1 and efforts will be made by site
9 administration to balance class size at each site; and

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

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

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

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

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

20 3. All sites will limit RSP and SDC classes to a maximum of twenty-eight (28) and twenty-
21 two (22) students per teacher, respectively, after the first five (5) weeks of the semester or trimester, as
22 applicable. Either party may request to reopen this provision at any time they believe the current
23 practice is no longer effective.

1 4. For those years in which the District chooses to participate in the State Ninth Grade
2 Math/English Class Size Reduction Program (20:1), the District will not exceed the twenty (20) to one
3 (1) staffing ratio for District-designated ninth grade English and Mathematics teachers with a site
4 maximum class size in ninth grade English and Mathematics classes of twenty-two (22) students per
5 class. This provision will not apply if the District opts out of the Program or the State discontinues or
6 modifies the Program. The District reserves the right to unilaterally discontinue the Program and
7 nothing contained herein shall obligate the District to negotiate the decision to discontinue.

8 5. During the first five (5) weeks of each semester, the District will be allowed a “grace
9 period” during which these limitations shall not be applicable. Site Administration will meet with
10 Department Chairs prior to the expiration of fifteen (15) instructional days of the semester to discuss
11 strategies to level classes as soon as practical. It is expressly understood that no grievances may be filed
12 which relate to exceeding the enrollment cap during the grace period. Individual teachers will be
13 allowed to sign waivers of the class size limitations set forth above, except that waivers of class size may
14 be signed by Marian Bergeson Beginning Teacher Support and Assessment Program teachers only as a
15 last resort. The Association President will be provided a copy of all waivers.

16 6. Class size limits do not apply to Summer School.

ARTICLE XV

SAFETY CONDITIONS OF EMPLOYMENT

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 condition in the District. 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 members' 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.

3. Unsafe Conditions Defined. Unsafe conditions include, but are not limited to, the following:

A. Smog: The District shall monitor smog levels and make information on such conditions available to unit members.

B. Lighting: The District shall attempt to provide adequate outdoor lighting and shall include consideration of adequate lighting with respect to new construction.

4. Use of Force. Unit members may use an amount of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-

1 defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil.
2 Unit members shall not inflict, or cause to be inflicted, corporal punishment upon a pupil. (Ed. Code §
3 49001.) Nothing in this article shall require that unit members place themselves in obvious physical
4 jeopardy.

5 5. Unit Members' Responsibility in Cases of Assault. Unit members shall immediately
6 report cases of assault and/or battery suffered by them in connection with their employment to their
7 principal or other immediate supervisor who shall immediately report the incident to the proper law
8 enforcement authorities. The unit member is entitled to PSEA representation at the initial and
9 subsequent meetings between the unit member and the site administrator. The site administrator shall
10 provide access to PSEA representation upon request. The Superintendent shall respond to any
11 reasonable request from the unit member for pertinent information in the possession of the
12 Superintendent relating to the incident.

13 6. Conditions Under Which Student May be Excluded. Unit members may recommend to
14 their principal that a student, for which they are responsible, be excluded from a class. A student
15 excluded shall not be entitled to return to any classroom until such time as the Board determines that the
16 condition which prompted the exclusion no longer exists.

17 7. On-Campus Communications. Upon request by the Association, the Superintendent or
18 designee will meet with the Association within five (5) days of such request for the purpose of reviewing
19 the status of on campus communications systems and considering necessary maintenance or
20 improvement to such systems.

21 8. Referral of Students with Special Needs. When, in the judgment of the unit member, a
22 student requires the special attention of administrative staff or support personnel, the problem shall be
23 referred to the student study team. A conference shall be arranged at the earliest possible time between

1 the team and any other appropriate individual, to discuss the problem and to decide upon appropriate
2 steps for its resolution.

3 9. Student Placement Notification.

4 A. Unit members who have students in their classroom with medical, psychological
5 and/or other problems, which present a safety problem at their school site, shall be notified by site
6 administration as soon as reasonably possible of the nature of these problems. This information shall
7 remain confidential. This section shall be applicable to class and site transfers.

8 B. If a student, enrolling in the PUHSD from another school district, has been
9 expelled from that student's prior school, strong consideration, taking into account the school and
10 students' needs, shall be given to enrolling the student in an alternative education program.

11 C. Whenever an expulsion or suspension proceeding is initiated, the procedure will
12 be carried through to its completion, which may include alternative placement or transfer where
13 appropriate, regardless of whether the student leaves the District or not.

14 10. Suspension by Teachers. A teacher may suspend a student from his/her class for the day
15 of the suspension and the day following, for offenses enumerated in Section 48900 of the Education
16 Code, and shall immediately report the suspension to the principal and send the student to the
17 principal/designee for appropriate action. The teacher must complete the notice of suspension and other
18 appropriate paperwork. Pursuant to Education Code section 48910, before the following school day, the
19 teacher shall contact the student's parent or guardian to attend a parent/teacher conference regarding the
20 suspension.

21 11. Student Violence. Pursuant to Education Code 49079, teachers will be notified of
22 students who have engaged in acts constituting grounds for suspension or expulsion. Unit members will
23 have access to student disciplinary records through the Administration or Counseling Office. (See the
24 Teacher Handbook for the process to review such records.) When, based on demonstrable facts, a unit

1 member believes that the continued presence in class of a pupil represents a physical danger to the unit
2 member, he/she may initiate proceedings for consideration of the pupil's expulsion. The
3 Superintendent/designee will investigate the situation and take appropriate action in accordance with the
4 District's student discipline procedure.

5 12. Legal Defense. Except as otherwise provided by law, upon request of a unit member, the
6 District shall provide for the defense of any civil action or proceeding brought against him, in his official
7 or individual capacity or both, on account of an act or omission in the scope of his employment as a unit
8 member of the District. The District is not required to provide for the defense of a criminal action or
9 proceeding brought against a unit member, but the District may provide for the defense of a criminal
10 action or proceeding brought against a unit member if:

11 A. The criminal action or proceeding is brought on account of an act or omission in
12 the scope of his employment as a unit member of the District; and

13 B. The District determines that such defense would be in the best interests of the
14 District and that the unit member acted, or failed to act, in good faith, without actual malice and in the
15 apparent interests of the District.

16 13. Employment Defined. As used in this Article, "employment" shall include, but not be
17 limited to, any activities which are previously approved by the administration, which involve student
18 activity.

19 14. Pupil Transportation. No bargaining unit members shall be requested or required to
20 transport pupils in private vehicles.

21 15. Personal Items. The District Superintendent shall evaluate claims and provide for the
22 payment of the costs of replacing or repairing personal possessions of any unit member, such as eye
23 glasses, hearing aids, dentures, watches or articles of clothing, normally used, worn, or carried by the
24 unit member within the scope of employment when any such items are damaged in an emergency

1 situation without fault of the unit member. If the items are damaged beyond repair, the replacement
2 value of such items shall be paid. The replacement value of such items shall be determined as of the
3 time of the damage thereto. At the District's discretion, such payments may be made for damage
4 resulting from non-emergency school related activities.

5 16. Instructional Items. The District agrees to have a program for unit members to register
6 personal items with the principal or site administrator which have an educational value to the
7 instructional program. Each item registered must have a minimum value of one hundred dollars (\$100)
8 for it to be considered for approval by the principal or site administrator for registration in advance of
9 any loss being claimed.

10 17. Private Insurance. The District will not assume any portion of personal property losses
11 under Sections 15 or 16 covered by private insurance carriers.

12 18. Reimbursement. Requests for reimbursement for any items must be submitted to the
13 principal or site administrator and forwarded to the District Business Office. Actual reimbursement shall
14 be reserved by the District and approved on a case by case basis.

1 ARTICLE XVI

2 SAVINGS PROVISION

3 1. If any provisions of this Agreement are held to be contrary to law by a court of competent
4 jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by
5 law, but all other provisions will continue in full force and effect.

6 2. Should a provision or application be deemed invalid, as described in Section 1, above, the
7 Board shall maintain any benefit reduced or eliminated to the extent allowable under the law. Moreover,
8 the parties shall, within ten (10) days after such court decision, set a date to commence renegotiations of
9 the provision or provisions affected.

1 ARTICLE XVII

2 SUMMER SCHOOL

3 1. Summer School.

4 A. All unit members employed full time by the District are eligible for and may
5 apply for summer school assignments.

6 B. Summer school employment preference shall be given to those applicants who
7 taught full time the previous school year in the District. Assignments shall be on a rotational basis to
8 attempt to equalize them amongst unit members who desire them.

9 C. Consideration may also be given to a unit member's qualification, certification,
10 classroom experience at the appropriate instructional level, and District wide seniority in establishing
11 and maintaining the rotational list (which is maintained at the Human Resources office). The District
12 will post its intention to offer a summer school program by May 1.

13 D. Unit members wishing to submit suggested course offerings for summer school
14 shall do so by March 15 to the Educational Services office. Any unit member who develops an outline
15 for a new program shall be given the opportunity to teach that course of study the first session it is
16 offered, as long as the unit member is qualified to do so.

17 E. Anticipated summer school vacancies shall be posted by the District on all
18 designated Association bulletin boards no later than May 15 of the calendar year, or as soon thereafter as
19 is practicable.

20 F. Applications for summer school assignments shall be distributed by the
21 Administration in each school.

22 G. Initial summer school assignments shall be made no later than the last working
23 day in May. Such assignments shall be subject to enrollment, funding and other considerations.

1 H. Notification of assignment to summer school shall be in writing and shall include
2 the tentative location and subject(s) to be taught.

3 I. Summer school teachers shall be paid at the rate of thirty-eight dollars and 05/100
4 cents per hour (\$38.05) per hour as of 2008. In subsequent years, this rate will also be increased by the
5 overall percentage rate applied to salary schedule, non-retroactive, rounded up to the nearest nickel.
6 Unit members will be required to be onsite and will be paid for planning and preparation for 15 minutes
7 prior to and 15 minutes following the end of the school day (a total of one-half hour).

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

1 ARTICLE XVIII

2 CONCERTED ACTIVITIES

3 1. Concerted Action Pledge. It is expressly agreed by both parties that there will be no
4 strike, work stoppage, or other concerted action, or refusal or failure to perform fully and faithfully all
5 job functions and responsibilities, nor will there be any concerted action or other interference with the
6 operations of the District, by the Association or by its officers, agents or members during the term of this
7 Agreement, including compliance with the request of other union organizations to engage in such
8 activity.

9 2. Compliance. The Association recognizes the duty and obligation of its representatives to
10 comply with the provisions of this Agreement and to make every effort toward inducing all unit
11 members to do so. In the event of a strike, work stoppage, slowdown, concerted action or other
12 interference with the operations of the District by unit members who are represented by the Association,
13 the Association agrees in good faith to take reasonable steps to cause those unit members to cease such
14 action.

15 3. Violation. It is understood by the parties that any unit member violating this Article may
16 be subject to discipline, including termination, by the District.

1

ARTICLE XIX

2

PEER ASSISTANCE AND REVIEW (DELETED)

1

ARTICLE XX

2

YEAR-ROUND EDUCATION (YRE) [DELETED]

1 ARTICLE XXI

2 ALTERNATIVE EDUCATION

3 1. The parties recognize that Alternative Education is unique in many ways and demands
4 flexibility. Moreover, recognizing the many challenges of teaching at the Community Day School, the
5 parties shall explore incentives to encourage teachers to remain at the site. Therefore, the parties
6 recognize that the following provisions shall control the wages and hours and other terms of employment
7 for unit members assigned to Alternative Education sites in lieu of other Collective Bargaining
8 Agreement ("CBA") provisions to the extent of any conflict. For example, class size requirements must
9 conform to student needs and state requirements so that Article XIV and related agreements shall not
10 apply.

11 2. Perris Lake High School ("PLHS")

12 A. Teaching Periods Per Day. Unit members with classroom assignments shall not
13 be required to teach more than six (6) periods per day. Article IX, Section 4(A) of the CBA shall not
14 apply to unit members at this site.

15 B. Extended Classroom Teaching Assignments. Any unit member who is regularly
16 scheduled to teach one (1) additional classroom period per day in excess of the normal assignment of
17 unit members as set forth above, shall receive one-fifth (1/5th) additional pay, based on such unit
18 member's annual salary. This provision shall supercede Appendix A, Part II of the CBA for unit
19 members at this site.

20 C. Workday. For purposes of clarification, unit members' workday at PLHS shall
21 continue to be as set forth in Article IX, Section 1, and teachers shall continue to receive a conference
22 period.

23 D. Calendar. Unless otherwise agreed by the parties, PLHS will follow the
24 traditional calendar.

1 3. District Community Day School ("CDS").

2 A. Community Day School Extended Year. The certificated staff teaching at CDS's
3 extended year program will be paid at a daily rate equivalent to C/3-1 of the Salary Schedule plus sixth
4 period pay (1/5) for days worked in this program.

5 B. Class Preparations. Article IX, Section 6 (Class Preparations) of the Collective
6 Bargaining Agreement shall not apply to these programs.

7 C. Minimum Day. No requirements contained in the Collective Bargaining
8 Agreement relating to minimum days shall be applicable to the Community Day School. The parties
9 make this agreement in recognition of the fact that it is necessary for the Community Day School to
10 offer minutes in excess of those provided on a minimum day so that they can receive full state funding.

11 D. Inservice Days. Except as otherwise agreed by the parties, bargaining unit
12 members assigned to DCDS shall only be required to attend the District-wide inservice prior to the
13 beginning of the traditional school year.

14 E. Independent Study. This program will generally follow the Perris High School
15 calendar. Article IX, Section 6 (Class Preparations) of the CBA shall not apply to these programs.

16 F. Saturday School. Unit members providing supervision for Saturday School shall
17 be paid at an hourly rate as set forth in Appendix A, Part VII of the CBA. Assignments shall be rotated
18 pursuant to District wide seniority.

ARTICLE XXII

DISCIPLINE LESS THAN DISMISSAL

The Superintendent or his/her designee may initiate discipline against a bargaining unit member for just cause consistent with a progressive disciplinary approach, where appropriate. Discipline may include suspension without pay for up to fifteen (15) work days. A copy of any notice of discipline shall be sent to the local office of the California Teachers Association and to the President of the Perris Secondary Educators Association (“Association”).

1. Prior to any such discipline being imposed, the Superintendent or his/her designee will discuss his/her proposed action and the reasons for the action with the employee, and take into account any response of the employee.

2. Within seven (7) calendar days of the receipt of the notice of disciplinary action by the employee, the Association may file a written appeal with the Superintendent.

3. If a timely appeal is filed, it will be heard by an arbitrator mutually acceptable to the parties. Should they be unable to agree on an arbitrator within fifteen (15) day of the employee's submission of the appeal 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 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

1 violative of the terms of this Agreement. In rendering this decision, the arbitrator shall ensure that a
2 progressive disciplinary approach has been followed, where appropriate. The decision of the arbitrator
3 shall be submitted to the Superintendent and the Association.

4 All costs for the services of the arbitrator, including, but not limited to, per diem
5 expenses, his/her travel and subsistence expenses and the cost of any hearing shall be borne equally by
6 the Perris Union High School District Board ("Board") and the Association. All other costs shall be
7 borne by the party incurring them.

8 Should the Board disagree with the arbitration decision, they may reject it and proceed,
9 pursuant to Education Code section 44944 with a panel hearing against the employee on the same
10 charges. The decision of the panel shall be final and binding on all parties.

11 4. All aspects of the appropriateness of the discipline imposed shall be within the exclusive
12 jurisdiction of the Board.

13 5. The disciplinary proceeding will be confidential.

1 ARTICLE XXIII

2 MISCELLANEOUS PROVISIONS

3 1. Application of Agreement. The provisions of this Agreement shall not be interpreted or
4 applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to
5 implement this Agreement shall be uniform in application and effect.

6 2. Resignations. A unit member's notification to the Board that he/she intends to resign
7 shall remain revocable until such time as the Board of Trustees takes official action on such notification
8 or until the District has already signed a contract with a replacement based upon said resignation,
9 whichever occurs first.

10 3. Copies of Agreement. The District shall provide a copy of this Agreement to all unit
11 members within a reasonable time. The District will provide a copy of the Collective Bargaining
12 Agreement to all bargaining unit members as soon as practicable after final ratification and printing.
13 The District shall also provide all new unit members with a copy of this Agreement within the first forty
14 five (45) workdays of employment.

15 4. Administrative Duties. No unit members shall perform administrative duties in the
16 absence of responsible on site administrative personnel, except that such assignment may be made where
17 the unit member has an appropriate credential, is willing to accept the assignment, and where additional
18 compensation is proffered by the District. Unit members temporarily acting as administrators will be
19 compensated at their regular rate plus \$50.00 per day for every day (regardless of the number of hours
20 served) they serve in an administrative capacity. Any unit member temporarily performing such
21 administrative duties shall be deemed to be acting as an administrator and as a representative of the
22 District with respect to the administration of the agreement, and shall not, for the purpose of this
23 Agreement, be considered to be acting as a unit member. Time permitting, such administrative duties
24 shall be assigned only after consultation with the Association.

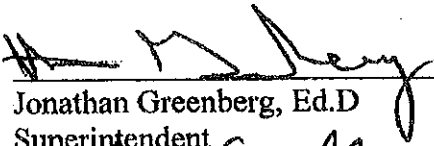
1 ARTICLE XXIV

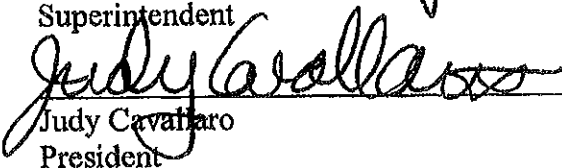
2 EFFECT OF AGREEMENT

3 It is understood and agreed that the specific provisions contained in this Agreement shall
4 prevail over District practices and procedures and over State laws to the extent permitted by State law,
5 and that in the absence of specific provisions in this Agreement, such practices and procedures are
6 discretionary with the District.

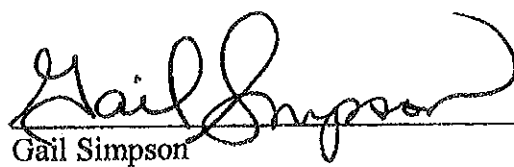
DATED: 5/5, 2008

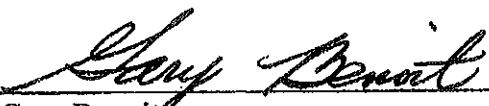
PERRIS UNION HIGH SCHOOL DISTRICT

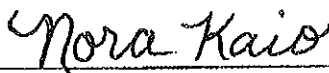

Jonathan Greenberg, Ed.D
Superintendent

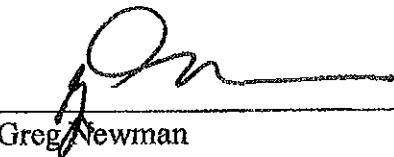

Judy Cavallaro
President


Mary Healey


Gail Simpson


Gary Benoit
Negotiations Chairperson


Nora Kaio


Greg Newman

APPENDIX A

Part I - Salary Schedule

1. Unit members shall be paid their annual salary in eleven (11) equal installments and have the option to enroll in the deferred pay program as offered by the Riverside County Office of Education.
2. Certificated Bargaining Unit Members Salary Schedule.

Unit members shall be placed on the Certificated Bargaining Unit Members Salary Schedule (hereinafter "Salary Schedule") set out below which will be in effect beginning July 1, 2007 for all certificated bargaining unit positions, except those set forth in Part III, Section 1 below. Unit members' salaries were increased by 4.53% effective July 1, 2007. *Columns B-F require valid credentials.
3. Unit members on Column "F" with at least 20 years of service to the District will receive a ten thousand dollar (\$10,000) bonus if they irrevocably submit to Human Resources their retirement effective at the end of the school year, prior to February 1 of the school year they are going to retire.
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) per year.
5. Definition of Rows and Columns on Salary Schedule. All units must be from an accredited university or college.

Rows The number of years in Public Schools service (or equivalent).

Columns A/1 = B.A. or B.S. degree (hereinafter "B.A.")

B/2 = B.A. plus fifteen (15) semester units of graduate or upper division classes taken after degree is awarded (hereinafter "semester units")

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

D/4 = B.A. plus forty five (45) semester units or M.A. and fifteen (15) semester units

E/5 = B.A. plus sixty (60) semester units or M.A. and thirty (30) semester units

F/6 = B.A. plus seventy five (75) semester units including M.A., or M.A. and forty five (45) semester units

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 one fifth (1/5) additional pay, based on such unit member's annual salary. The District shall not offer such additional periods ("sixth period assignment") in excess of the normal five (5) period teaching day, to a teacher who is in their first year of service with the District, unless the additional assignment has been posted and not filled. (The parties will also attempt to encourage the use of part-time and 6th period teaching assignments where it is not detrimental to the education of the students in an effort to save benefit costs.) The pay for such assignment shall be calculated as follows: Employee's annual salary divided by 184 days equals their per diem rate. The per diem rate shall then be multiplied by 20% and that product will be multiplied by the number of days the employee taught the sixth period assignment to determine their pay. For example an employee whose annual salary is \$50,000 and taught the 6th period for 25 days would receive $((\$50,000 \div 184) \times .20) \times 25 = \$1,358.69$. Unit members will be compensated monthly based on the number of days they taught a sixth (1/6) 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.
2. Community Day School 7th/8th Periods: Teachers who choose to teach for seven or eight periods within the school day (outside the extended year portion of the DCDS school year) shall receive an hourly rate of pay for the 7th and 8th period of \$31.20 an hour, effective 2004.

Part III Special Assignment Salary Schedule

1. Positions with Extended Work Year.

	<u>Ratio</u>	<u>Days in Service</u>
Project Specialist	1.000	194
Librarian	1.000	194*
Counselor	1.05	194*
Psychologist	1.135	200
Speech Therapist	1.135	200
Teachers on Special Assignment	1.20	200
Nurse	1.00	200*
JROTC		220

JROTC teachers shall be paid consistent with applicable Federal Regulations (see, Department of Defense Management Regulation, Volume 10, Chapter 21). JROTC unit members with a Bachelors degree or higher will receive a ten percent (10%) increase for the 2007-2008 School Year. 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 the Chief Human Resources Officer or designee. 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 principal, and will be paid at the per diem rate. Principals 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.

3. Agricultural Teachers

A supplementary contract of up to thirty (30) days based upon the per diem placement on the Salary Schedule may 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 Chief Human Resources Officer or designee. The calendar may be changed by mutual written consent. The days selected will not change the timing of employees' salary payments.

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.

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 monthly pay warrants. This stipend is contingent upon continued state funding for the program.

6. AR Coordinators and Reading Coordinators

AR Coordinators and Reading Coordinators will be provided either one (1) period off or be asked to maintain a timecard for hours worked in these extra duty assignments. The timecards will be turned in on a weekly basis to the Assistant Superintendent for Educational Services. Employees on a timecard will be paid at the current hourly rate as set forth in Part VII of this Appendix A. The Assistant Superintendent for Educational Services will determine whether employees will be granted a period off or paid on an hourly basis. Such determination shall be in writing and given to the employee prior to the start of the assignment. Compensation provided under this position shall only continue so long as the District chooses to continue the AR program.

7. BTSA Support Providers and Intern Coaches

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.

Teacher Salary Schedule (184 Day Calendar)

Effective July 1, 2007

Row

Columns

	A/1 –BA	B/2-BA +15	C/3-BA +30 or MA +15	D/4-BA +45 or MA +15	E/5-BA = 60 or MA + 30	F/6-BA +75 w/MA or MA + 75
1	44,423.00	45,810.00	46,703.00	48,780.00	50,958.00	54,298.00
2	45,118.00	46,506.00	48,385.00	50,746.00	54,047.00	55,494.00
3		47,825.00	50,188.00	53,727.00	55,176.00	57,698.00
4			52,130.00	54,801.00	57,312.00	59,932.00
5			54,097.00	56,877.00	59,474.00	62,197.00
6			56,111.00	58,988.00	61,726.00	64,550.00
7			58,153.00	61,133.00	63,962.00	66,891.00
8			60,226.00	63,309.00	66,227.00	69,253.00
9			62,029.00	65,713.00	68,527.00	71,645.00
10			63,561.00	67,286.00	71,003.00	74,018.00
11					73,077.00	76,577.00
12					74,441.00	78,783.00
13					75,609.00	80,647.00
14					76,761.00	82,356.00
15						82,860.00
16						83,364.00
17						83,868.00
18						84,371.00
19						84,875.00
20						85,380.00
21						85,883.00
22						86,388.00
23						86,891.00
24						87,395.00
25						87,898.00
26						88,403.00

LIBRARY/MEDIA TEACHER SALARY SCHEDULE (194 Day Calendar)

Rows

Columns

	A/1-BA	B/2-BA + 15	C/3-BA + 30 or MA	D/4-BA + 45 or MA + 15	E/5-BA + 60 or MA + 30	F/6-BA + 75 w/MA or MA + 45
1	45,611.00	46,560.00	47,997.00	51,270.00	53,593.00	57,084.00
2	46,497.00	48,395.00	50,854.00	53,345.00	56,792.00	58,394.00
3		49,993.00	52,767.00	56,436.00	58,031.00	60,706.00
4			54,824.00	57,623.00	60,282.00	63,057.00
5			56,901.00	59,809.00	62,851.00	65,727.00
6			59,027.00	62,031.00	64,919.00	67,897.00
7			61,178.00	64,289.00	67,263.00	70,353.00
8			63,364.00	66,575.00	69,647.00	72,611.00
9			65,280.00	69,087.00	72,057.00	75,331.00
10			66,923.00	70,774.00	74,645.00	77,816.00
11					76,826.00	80,489.00
12					78,304.00	82,810.00
13					79,587.00	84,787.00
14					80,849.00	86,738.00
15						87,241.00
16						87,746.00
17						88,248.00
18						88,753.00
19						89,256.00
20						89,761.00
21						90,264.00
22						90,769.00
23						91,271.00
24						91,776.00
25						92,279.00
26						92,784.00

COUNSELOR SALARY SCHEDULE (194 Day Calendar)

Steps

Columns

	A/1-BA	B/2- BA + 15	C/3- BA + 30 or MA	D/4-BA + 45 or MA + 15	E/5- BA + 60 or MA + 30	F/6- BA + 75 w/MA or MA + 45
1	45,611.00	47,466.00	50,249.00	53,643.00	56,110.00	59,745.00
2	46,498.00	48,605.00	53,210.00	55,823.00	59,413.00	61,157.00
3		50,893.00	55,234.00	59,024.00	60,760.00	63,582.00
4			57,394.00	60,314.00	63,115.00	66,040.00
5			59,576.00	62,611.00	65,496.00	68,520.00
6			61,810.00	64,935.00	67,966.00	71,097.00
7			64,069.00	67,300.00	70,415.00	73,659.00
8			66,358.00	69,693.00	72,905.00	76,501.00
9			68,379.00	72,308.00	75,423.00	78,853.00
10			70,131.00	74,104.00	78,118.00	81,444.00
11					80,407.00	84,222.00
12					81,994.00	86,653.00
13					83,377.00	88,740.00
14					84,753.00	90,799.00
15						91,303.00
16						91,807.00
17						92,310.00
18						92,814.00
19						93,318.00
20						93,822.00
21						94,326.00
22						94,830.00
23						95,334.00
24						95,837.00
25						96,342.00
26						96,845.00

PSYCHOLOGIST SALARY SCHEDULE (200 Day Calendar)

Steps

Columns

	A/1-ba	B/2- BA + 15	C/3- BA + 30 or MA	D/4- BA + 45 or MA + 15	E/5- BA + 60 or MA + 30	F/6-BA + 75 w/MA or MA + 45
1	46,534.00	50,226.00	55,685.00	59,373.00	62,175.00	66,156.00
2	49,080.00	53,041.00	57,830.00	61,808.00	65,735.00	67,836.00
3		56,352.00	61,178.00	65,269.00	67,341.00	70,520.00
4			63,595.00	66,815.00	69,955.00	73,233.00
5			66,033.00	69,363.00	72,589.00	75,979.00
6			68,528.00	71,947.00	75,321.00	78,811.00
7			71,040.00	74,566.00	78,026.00	81,631.00
8			73,586.00	77,213.00	80,776.00	84,448.00
9			75,863.00	80,089.00	83,549.00	87,346.00
10			77,875.00	82,137.00	86,501.00	90,196.00
11					89,050.00	93,238.00
12					90,891.00	95,927.00
13					92,536.00	98,272.00
14					94,174.00	100,598.00
15						101,102.00
16						101,605.00
17						102,110.00
18						102,613.00
19						103,118.00
20						103,621.00
21						104,125.00
22						104,628.00
23						105,133.00
24						105,636.00
25						106,141.00
26						106,644.00

TEACHER ON SPECIAL ASSIGNMENT SALARY SCHEDULE (200 Day Calendar)

<u>Steps</u>	<u>Columns</u>					
	A/1-BA	B/2- BA + 15	C/3-BA + 30 or MA	D/4-BA + 45 or MA + 15	E/5-BA + 60 or MA + 30	F/6-BA + 75 w/MA or MA + 45
1	56,025.00	58,227.00	60,015.00	62,478.00	65,460.00	69,636.00
2	57,090.00	59,540.00	61,983.00	65,056.00	69,163.00	71,451.00
3		61,351.00	64,408.00	65,624.00	70,910.00	74,280.00
4			66,959.00	70,338.00	73,660.00	77,129.00
5			69,538.00	73,024.00	76,435.00	80,019.00
6			72,163.00	75,748.00	79,304.00	82,993.00
7			74,819.00	78,503.00	82,155.00	86,252.00
8			77,505.00	81,288.00	85,039.00	88,904.00
9			79,921.00	84,307.00	87,950.00	91,948.00
10			82,065.00	86,492.00	91,044.00	94,944.00
11					93,731.00	98,123.00
12					95,714.00	100,948.00
13					97,497.00	103,438.00
14					99,282.00	105,909.00
15						106,413.00
16						106,916.00
17						107,420.00
18						107,925.00
19						108,428.00
20						108,933.00
21						109,436.00
22						109,940.00
23						110,443.00
24						110,948.00
25						111,451.00
26						111,956.00

SCHOOL NURSE SALARY SCHEDULE (200 Day Calendar)

<u>Steps</u>	<u>Columns</u>					
	<u>A/1-BA</u>	<u>B/2-BA + 15</u>	<u>C/3-BA + 30</u> <u>or MA</u>	<u>D/4-BA + 45</u> <u>or MA + 15</u>	<u>E/5-BA + 60</u> <u>or MA + 30</u>	<u>F/6-BA + 75</u> <u>w/MA or</u> <u>MA + 45</u>
<u>1</u>	46,968.00	48,870.00	50,508.00	52,696.00	55,104.00	58,682.00
<u>2</u>	47,882.00	50,034.00	52,267.00	54,835.00	58,367.00	60,052.00
<u>3</u>		51,689.00	54,251.00	57,991.00	59,672.00	62,437.00
<u>4</u>			56,367.00	59,241.00	61,983.00	64,846.00
<u>5</u>			58,509.00	61,491.00	64,323.00	67,288.00
<u>6</u>			60,697.00	63,778.00	66,750.00	69,820.00
<u>7</u>			62,915.00	66,097.00	69,158.00	72,339.00
<u>8</u>			65,164.00	68,447.00	71,602.00	74,870.00
<u>9</u>			67,142.00	71,027.00	74,076.00	77,446.00
<u>10</u>			68,848.00	72,776.00	76,729.00	79,999.00
<u>11</u>					78,978.00	82,733.00
<u>12</u>					80,518.00	85,117.00
<u>13</u>					81,863.00	87,159.00
<u>14</u>					83,195.00	89,177.00
<u>15</u>						89,682.00
<u>16</u>						90,184.00
<u>17</u>						90,689.00
<u>18</u>						91,192.00
<u>19</u>						91,697.00
<u>20</u>						92,200.00
<u>21</u>						92,705.00
<u>22</u>						93,207.00
<u>23</u>						93,712.00
<u>24</u>						94,216.00
<u>25</u>						94,720.00
<u>26</u>						95,224.00

SPEECH THERAPIST SALARY SCHEDULE (200 Day Calendar)

Steps

Columns

	A/1-BA	B/2-BA + 15	C/3-BA + 30 or MA	D/4-BA + 45 or MA + 15	E/5-BA + 60 or MA + 30	F/6-BA + 75 w/MA or MA + 45
1	54,456.00	56,168.00	57,224.00	59,686.00	62,485.00	66,472.00
2	55,312.00	57,027.00	59,211.00	62,124.00	66,051.00	68,148.00
3		58,508.00	61,493.00	65,579.00	67,655.00	70,834.00
4			63,910.00	67,129.00	70,269.00	73,548.00
5			66,350.00	69,680.00	72,907.00	76,294.00
6			68,842.00	72,265.00	75,639.00	79,129.00
7			71,355.00	74,882.00	78,345.00	81,954.00
8			73,902.00	77,530.00	81,092.00	84,768.00
9			76,179.00	80,409.00	83,867.00	87,666.00
10			78,192.00	82,458.00	86,818.00	90,520.00
11					89,369.00	93,559.00
12					91,212.00	96,250.00
13					92,858.00	98,595.00
14					94,497.00	100,795.00
15						101,368.00
16						101,941.00
17						102,516.00
18						103,086.00
19						103,662.00
20						104,234.00
21						104,738.00
22						105,289.00
23						105,793.00
24						106,344.00
25						106,846.00
26						107,395.00

Part IV – Extra Duty Schedule

<u>Activity</u>	<u>% of C/3-1*</u>
<u>Comprehensive High Schools Only:</u>	
Academic Coach	4.0
A.S.B. Director, 9-12	12.0
Athletic Director	12.0
Band Director	10.0
Baseball, Varsity	8.5
Baseball, Assistant	6.0
Basketball, Varsity (Boys and Girls)	9.0
Basketball, Assistant (Boys and Girls)	6.0
Choral	7.0
Cross Country (Boys and Girls)	6.5
Drama	10.0
Drill Team Sponsor	5.0
Football, Varsity	11.0
Football Assistants	6.5
Freshmen Class Advisor	3.0
Friday Night Live Advisors	4.0**
G.A.T.E.	5.0
Golf (Boys and Girls)	4.5
Golf, Assistant (Boys and girls)	3.5
Interact Club	4.0
Intramural	5.0
Junior Class Advisors	3.0
JROTC	7.0
Key Club	4.0
Mock Trial	7.0
National Honor Society	3.0
Newspaper, 9-12	5.0
Pep Squad	10.0
Pep Squad Assistant	6.0
Senior Class Advisors	5.0
Soccer, Varsity (Boys and Girls)	7.0
Soccer, Assistant (Boys and Girls)	5.5
Softball, Varsity	8.5
Softball, Assistant	6.0
Sophomore Class Advisor	3.0
Speech	5.0
Swim, Varsity (Boys and Girls)	6.0
Swim, Assistant	5.0
Tennis, Varsity (Boys and Girls)	6.0
Tennis, Assistant (Boys and Girls)	3.5
Track, Varsity (Boys and Girls)	8.5
Track, Assistant (Boys and Girls)	6.0

Volleyball, Varsity	7.0
Volleyball, Assistant	5.0
Water Polo, Varsity (Boys and Girls)	6.0
Water Polo, Assistant (Boys and Girls)	5.0
Wrestling, Varsity	6.0
Wrestling, Assistant	5.0
Yearbook	5.0

Perris Lake High School only:

ASB Director	5.0
Basketball	4.5
Class Advisor	5.0
Soccer (Boys and Girls)	4.5
Softball	4.5
Volleyball	4.5
Yearbook	3.0

Pinacate Middle School only:

A.S.B. Director, 7-8	6.0
Athletic Director	4.5
Band Director	9.0
Basketball (Boys and Girls)	3.0
Flag Football	3.0
National Jr. Honor Society Advisor	4.5
Newspaper	5.0
Publications, 7-8	5.0
Softball	3.0
Volleyball (Boys and Girls)	3.0
Up to ten middle school clubs	3.0
Up to eight middle school team leaders	3.0
Yearbook	5.0

* Based on Column "C/3" of step "1" of the Schedule as such schedule provides as of the first day of the applicable school year.

** These positions are contingent upon continued funding and the District has no obligation to continue any position beyond any school year for which they are fully funded by DATE funds.

1. If a new job classification is established, the District will negotiate with the Association over the appropriate salary for the classification. Said negotiations shall commence prior to the filling of the position.
2. Positions entailing administrative responsibilities may, at the discretion of the District, receive compensation in excess of the schedule provisions.

3. Extra duty assignments are determined annually.
4. Evaluations of extra duty assignments shall not be a part of unit members' evaluation of their regular assignment and shall be done on a separate form.
5. Assistant and head coaches of teams who are involved in CIF playoff competition shall receive a bonus equal to ten percent of their stipend for each week their teams are engaged in playoff competition. The determination of the number of weeks shall be made by the Superintendent or his designee.

Part V – Bargaining Unit Members' Salary Schedule Provisions

1. Initial Placement

- A. A maximum of ten (10) years may be given for previous public school experience.
- B. New personnel without previous teaching experience shall be placed at Step One of the appropriate column.
- C. Two (2) years of experience in a practical field related to the teaching assignment may be rated as equivalent to one (1) year of teaching experience. The Superintendent must approve such experience credit.

2. Step Requirements

Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching in the District. If a teacher is employed for at least one (1) semester of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

3. Coursework for Advancement

- A. In order that bargaining unit members may improve their salary status through academic work relating to their professional service, and without undue emphasis upon advanced degrees, bargaining unit members may take either graduate or upper division courses at an accredited college or university.
- B. Each bargaining unit member's Education Code section 44842 notice shall be drawn up in the spring on the basis of credits attained at the time the contract is awarded. Said notice or Letter of Intent shall be returned on or before June 30.
- C. It is the responsibility of each bargaining unit member to submit proof of the courses completed and courses being taken. Each bargaining unit member must present to the Human Resources office, official verification for courses completed during the previous five (5) years, prior to September 15, if such

credits are to apply toward reclassification on the salary schedule for that school year. Such reclassification shall be retroactive to July 1 of that school year.

- D. Quarter units are converted to semester units by multiplying the quarter units by two thirds (2/3). This must be the exact number of units applicable in order to move across the salary schedule.
- E. Acceptability of such experience as travel, audit courses and lower division college work, shall be subject to approval by the Chief Human Resources Officer or designee.

Part VI – Teacher Travel

Compensation for the use of a unit member's vehicle in the line of duty, and with prior administrative approval, shall be paid at the rate established by the Internal Revenue Service. Required inter site travel (as determined by the site principal) may be approved by the site principal. Reimbursement shall be one way only unless the teacher is required to return to the original site. Except as noted above, mileage reimbursement requests are subject to the approval of the Superintendent or designee prior to the trip. Claims are to be submitted to the Business Office at the end of the month of the occurrence.

A unit member assigned to teach at more than one (1) building site shall be assured of a reasonable amount of time for travel between sites required by such assignment, and such travel shall be considered as travel required during the course and scope of such unit member's employment for the purpose of the application of the laws pertaining to employer's liability.

Part VII – Hourly Rate

Effective July 1, 2007, home teachers, Saturday supervision, tutorial teachers, teachers doing curriculum project preparation and work study teachers shall be paid at the rate of thirty and 90/100 dollars (\$30.90) per hour increased by the overall percentage rate applied to the salary schedule, non retroactive, rounded up to the nearest nickel, raised each year.

APPENDIX B

Part I – Health Insurance Benefits

It is the parties' shared commitment and responsibility to design and manage affordable and comprehensive health care coverage in order to equitably and collectively "reap" the benefits.

1. Medical, Dental and Vision Care

The District will continue to offer the current selection of medical, dental and vision plans.

Beginning January 1, 2006, the District will pay eighty percent (80%) of the premium costs of the existing medical HMO, dental Delta DPO or Met Life dental (whichever is selected by the employee), and vision plan. Employees will pay the remaining twenty percent (20%) through payroll deduction. Employees selecting more expensive plans will pay the difference between the eighty percent (80%) level and the actual cost of the plan.

Cash out option employees will pay twenty percent (20%) of their vision and DPO Delta dental or Met Life dental (whichever is selected by the employee). Employees selecting more expensive plans will pay the difference between the eighty percent 80% level and the actual cost of the plan. Employees who provide proof of duplicate medical coverage by June 15 to the District shall be eligible to receive \$2,000 option.

Grandfathered unit members referenced in Side Letter #1 remain at the current amount and will pay twenty percent (20%) of their vision and DPO dental. Employees selecting more expensive plans will pay the difference between the eighty percent (80%) level and the actual cost of the plan.

- (a) The District will also provide an option through its 125 plan for employees to purchase long-term disability insurance at the employee's own expense. The District and PSEA will work cooperatively to select a cost efficient 125 plan administrator.
- (b) The District will offer long term care options to be paid for at the unit members' expense through payroll deduction.

The PSEA insurance pool shall be eliminated and the current balance used by the District. Future equity rebates from REEP, if any, shall also go directly to the District.

Employees who fail to reenroll into a medical plan will default to the single HMO Blue Cross if they were previously enrolled in Blue Cross, or to single Kaiser if they were previously enrolled in Kaiser.

The District will not unilaterally withdraw the bargaining unit that the PSEA represents from the joint powers authority ("REEP") which currently provides medical, dental and vision insurance benefits for that unit. The unit shall only be withdrawn from REEP upon the prior written agreement of the PSEA.

2. Fringe Benefit Enrollment

All unit members shall enroll in fringe benefit programs within thirty (30) days of their first day of service. Open enrollment for current employees shall be the month of May. The District will in-service all employees prior to the second week in May of each year. Unit members will go to the District office to sign up for their medical benefits.

3. Eligibility

Insurance benefits provided by the District apply only to regular bargaining unit members who work on a daily basis. Said benefits shall be pro rated in accordance with applicable law. Said insurance must be applied for by the bargaining unit member within thirty (30) days of employment.

4. Continuation of Coverage

Should a bargaining unit member's employment terminate following the last day of the school year and before commencement of the ensuing school year, such bargaining unit member shall be entitled to continued coverage under any health, and dental plans until the last day of the month after termination. Thereafter, continuation coverage (commonly known as "COBRA") at unit member's expense will be offered as required by applicable law. Life insurance terminates on the date of termination. Pursuant to applicable law, retiring unit members may continue to purchase insurance coverage at District group rates.

5. Insurance Committee

There shall be established an insurance committee. The Committee shall be outside of negotiations, and shall consist of three (3) District management representatives, and a minimum of one (1) voting PSEA representative for each school site or facility where at least twelve (12) bargaining unit members are assigned. This Committee shall meet biannually or more often if necessary.

6. Health Plan Descriptions

Unit members shall receive copies of the descriptive pamphlets on all health and benefit policies in which they are enrolled on or before June 1 of each school year, or whenever they are available to the District from the applicable carriers if later than June 1.

Part II – Tax Sheltered Annuities

The District shall provide payroll deduction for unit members who wish to participate in a tax sheltered annuity program.

The unit member may elect to remit salary deduction to any of the insurance companies which qualify under the Riverside County Life Underwriters. Employees may change TSA providers as allowed by applicable law, up to two (2) times per year, upon thirty (30) days prior written notice to the District.

Part III – Medical Examinations and Tests

Examinations for tuberculosis will be required every four (4) years. Such examinations shall be provided by the District at a designated facility. The District will provide, in house, T.B. tests at no cost to unit members. Unit members who are unable to utilize this service will be eligible for up to fifteen dollars (\$15) in reimbursement for the required T.B. test upon submission of an appropriate receipt.

Part IV -- Early Retirement

As a matter of information, Board Policies relating to early retirement may be found at Board Policy No. 4117.2 and regulations corresponding to that policy. Unit members are encouraged to consult STRS.

APPENDIX C

BELL SCHEDULES

Bell Schedules will be approved by a majority of the site staff voting before changes are made.
Bells may be rung at any time when appropriate.

THE ACADEMY BELL SCHEDULES 2007-2008

7th – 8th Grades

Breakfast	7:15 – 7:40
1 st Period	7:45 – 8:55
2 nd Period	8:55 – 10:10
3 rd Period Activity	10:10 – 10:25
3 rd Period	10:25 – 11:15
Reading	11:15 – 11:45
Lunch	10:45 – 11:30
4 th Period	11:30 – 12:30
5 th Period	12:30 – 1:30
6 th Period	1:30 – 2:30
Activity	2:30 – 2:45
7 th Period	2:45 – 3:45

9th – 12th Grades

Breakfast	7:15 – 7:40
1 st Period	7:45 – 8:45
2 nd Period	8:45 – 9:45
3 rd Period	9:45 – 10:45
Lunch	10:45 – 11:30
4 th Period	11:30 – 12:30
5 th Period	12:30 – 1:30
6 th Period	1:30 – 2:30
Activity	2:30 – 2:45
7 th Period	2:45 – 3:45

Academy CAHSEE/CST START SCHEDULE (Alternate Day 1/Day 2 for the duration of testing) 9th – 12th

Bell Schedule Day 1

Testing	7:45 - 10:45
Lunch	10:45 - 11:30
Testing (cont.)	11:30 – 12:30
Period 1	12:30 – 1:30
Period 2	1:30 – 2:30
Activity	2:30 – 2:45
Period 3	2:45 – 3:45

Bell Schedule Day 2

Testing	7:45-10:45
Lunch	10:45-11:30
Testing (cont.)	11:30 – 12:30
Period 1	12:30 – 1:30
Period 2	1:30 – 2:30
Activity	2:30 – 2:45
Period 3	2:45 – 3:45

* Students remain with 1st period teacher until the end of 4th period for testing.

Academy Finals Schedules

Finals Day One

Bell Schedule 9th – 12th

7 th Period	7:45 – 8:45
1 st Period	8:45 – 10:45
LUNCH	10:45 – 11:30
2 nd Period	11:30 – 1:30
Activity Period	1:30 – 1:45
3 rd Period	1:45 – 3:45

Finals Day Two

Bell Schedule 9th – 12th

7 th Period	7:45 – 8:45
1 st Period	8:45 – 10:45
LUNCH	10:45 – 11:30
2 nd Period	11:30 – 1:30
Activity Period	1:30 – 1:45
3 rd Period	1:45 – 3:45

Testing Bell Schedule/Block Schedule Single Lunch

Common Prep	7:45 - 8:15	(30)
Period 1 or 2	8:20 - 10:10	(110*)
Period 3 or 4	10:16 - 12:07	(111*)
Lunch	12:07 - 12:47	(40)
Period 5 or 6	12:53 - 2:45	(110*)
		(344*)

HERITAGE HIGH SCHOOL BELL SCHEDULES 2007-2008

Monday Schedule (student late-start day)

Professional Learning/	
Community Time	7:45 – 8:40
Period 1	8:45 – 9:37
Period 2	9:43 – 10:30
Break	10:30 – 10:35
Period 3	10:41- 11:28
Period 4	11:34 – 12:21
Lunch	12:21 – 12:56
Period 5	1:02 – 1:49
Period 6	1:55 – 2:45

Tuesday – Friday Schedule

Reading	7:45 – 8:14
Period 1	8:20 – 9:16
Period 2	9:22 – 10:13
Break	10:13 – 10:18
Period 3	10:24 – 11:15
Period 4	11:21- 12:12
Lunch	12:12 – 12:47
Period 5	12:53 – 1:44
Period 6	1:50 – 2:45

ASSEMBLY BELL SCHEDULE

1 ST Period	7:45 – 8:36	4 th Period	10:40 – 11:28
2 nd Period	8:42 – 9:30	Assembly	11:28 – 12:17
Break	9:35 – 9:40	Lunch	12:17 – 12:52
3 rd Period	9:46 – 10:34	5 th Period	12:58 – 1:46
		6 th Period	1:52 – 2:45

TESTING BELL SCHEDULE/BLOCK SCHEDULE

Single Lunch					
Common Prep	7:45 - 8:15	(30)	Lunch	12:07 - 12:47	(40)
Period 1 or 2	8:20 - 10:10	(110*)	Period 5 or 6	12:53 - 2:45	(112*)
Period 3 or 4	10:16 - 12:07	(111*)	Period 7	2:50 – 3:45	(55)
(344*)					
Double Lunch					
Common Prep	7:45 - 8:15	(30)			
Period 1 or 2	8:20 - 10:10	(110*)			
Period 3 or 4	10:16 - 12:07	(111*)	Period 3 or 4	10:14—11:09	
	(Math & English)	(All other subjects)			
		Lunch	11:09—11:49		
Lunch	12:07 - 12:47	(40)	(All other subjects)		
	(Math & English)		Period 3 or 4	11:55—12:44	
			(All other subjects)		
Period 5 or 6	12:53 - 2:45	(112*)			
Period 7	2:50 – 3:45	(55)			
(344*)					

PALOMA VALLEY HIGH SCHOOL BELL SCHEDULES 2007-2008

Bell Schedule

Period 0	6:41 – 7:38
Period 1	7:44 – 8:45
Period 2	8:51 – 9:47
Nutrition	9:47 – 9:51
Period 3	9:57 – 10:53

If you have 1st lunch:

Lunch	10:53 – 11:33
Period 4	11:39 – 12:35

If you have 2nd lunch:

Period 4	10:59 – 11:55
Lunch	11:55 – 12:35
Period 5	12:42 – 1:37
Period 6	1:43 – 2:40

Lunches are determined by 4th Period class assignment.

First Lunch

English
Linguistics
Math
Spec. Education
Visual & Perf. Arts

Second Lunch

Foreign Language
Health
PE/JROTC
Science
Social Science

PLC Bell Schedule

Period 0	6:53 – 7:38
Period 1	7:44 – 8:32
Period 2	8:38 – 9:20
Period 3	9:26 – 10:08

If you have 1st lunch:

Lunch	10:08 – 10:48
Period 4	10:54 – 11:36

If you have 2nd lunch:

Period 4	10:14 – 10:56
Lunch	10:56 – 11:36
Period 5	11:42 – 12:24
Period 6	12:30 – 1:15
PLC	1:15 – 2:40

PLC Dates

2007

August 15, 29
Sept. 12, 26
October 10, 24
November 14, 28
December 5

2008

January 9, 23
February 13, 27
March 12
April 2, 23
May 21

ASSEMBLY BELL SCHEDULE

Period 0	6:41- 7:38
Period 1	7:44 – 8:34
Period 2	8:40 – 9:30

***If you have 1st Assembly**

Period 3	9:36 report for roll
Assembly	9:40 – 10:20
Period 3	10:25 – 11:10

***If you have 1st Lunch**

Lunch	11:10 – 11:50
Period 4	11:56 – 12:46
Period 5	12:52 – 1:42
Period 6	1:48 – 2:40

Assemblies are determined by 3rd period calls assignment.

First Assembly Second Assembly

Foreign Language	English
Health	Linguistics
P.E./JROTC	Math
Science	Special Education
Social Science	Visual & Perf. Arts

***If you have 2nd Assembly**

Period 3	9:36 – 10:26
Assembly	10:30 – 11:10

***If you have 2nd Lunch**

Period 4	11:16 – 12:06
Lunch	12:06 – 12:46
Period 5	12:52 – 1:42
Period 6	1:48 – 2:40

Lunches are determined by 4th period class assignment.

First Lunch

English
Linguistics
Math
Special Education
Visual & Perf. Arts

Second Lunch

Foreign Language
Health
P.E./JROTC
Science
Social Science

PALOMA VALLEY HIGH SCHOOL BELL SCHEDULES 2007-2008 (Continued)

Testing Bell Schedule/Block Schedule Single Lunch

Period 0	6:41 - 7:38	(57)
Common Prep	7:44 - 8:14	(30)
Period 1 or 2	8:20 - 10:08	(108*)
Period 3 or 4	10:14 - 12:04	(110*)
Lunch	12:04 - 12:44	(40)
Period 5 or 6	12:50 - 2:40	(110*)
Period 7	2:45 - 3:40	(55)
		(340*)

Double Lunch

Period 0	6:41 - 7:38	(57)		
Common Prep	7:44 - 8:14	(30)		
Period 1 or 2	8:20 - 10:08	(108*)		
Period 3 or 4	10:14 - 12:04	(110*)	Period 3 or 4	10:14—11:09
	(Math & English)			(All other subjects)
Lunch 11:09—11:49				
Lunch	12:04 - 12:44	(40)	(All other subjects)	
	(Math & English)	Period 3 or 4	11:55—12:44	
		(All other subjects)		
Period 5 or 6	12:50 - 2:40	(110*)		
Period 7	2:45 - 3:40	(55)		
		(340*)		

PERRIS HIGH SCHOOL BELL SCHEDULES

2007-2008

MONDAY

Lunch / 5th Period

Period 1	7:45 – 8:32
Period 2	8:38 – 9:33
Period 3	9:39 – 10:26
Nutrition	10:26 – 10:31
Period 4	10:37 – 11:24
1 st Lunch	11:24 – 11:59
Then Period 5	12:05 – 12:52
Period 5	11:30 – 12:17
Then 2 nd Lunch	12:17 – 12:52
Period 6	12:58 – 1:45
Professional Learning	1:45 – 2:45

1st Lunch Departments

AG	JROTC
ASB	Math
AVID	Peer Leadership
Child Dev	Special Ed
Fine & Applied Arts	Yearbook
Health	

TUESDAY-FRIDAY

Lunch / 4th Period

Period 1	7:45-8:37
Period 2	8:43 – 10:13
Nutrition	10:13 – 10:18
Period 3	10:24 – 11:16
1 st Lunch	11:16 – 11:51
Then Period 4	11:57 – 12:49
Period 4	11:22 – 12:14
2 nd Lunch	12:14 – 12:49
Period 5	12:55 – 1:47
Period 6	1:53 – 2:45

2nd Lunch Departments

Computers	Reading Intervention
ELD	ROP
English Language Arts	Science
Foreign Language	Social Science
PE	School within a School

Testing Bell Schedule/Block Schedule

Single Lunch

Common Prep	7:45 - 8:15	(30)
Period 1 or 2	8:20 - 10:10	(110*)
Period 3 or 4	10:16 - 12:07	(111*)
Lunch	12:07 - 12:47	(40)
Period 5 or 6	12:53 - 2:45	(112*)
Period 7	2:50 – 3:45	(55)
		(344*)

Double Lunch

Common Prep	7:45 - 8:15	(30)	
Period 1 or 2	8:20 - 10:10	(110*)	
Period 3 or 4	10:16 - 12:07	(111*)	Period 3 or 4 10:14—11:09
	(Math & English)	(All other subjects)	
		Lunch 11:09—11:49	
Lunch	12:07 - 12:47	(40)	(All other subjects)
	(Math & English)	Period 3 or 4 11:55—12:44	
		(All other subjects)	
Period 5 or 6	12:53 - 2:45	(112*)	
Period 7	2:50 – 3:45	(55)	
		(344*)	

COMPREHENSIVE HIGH SCHOOL
Final Exam Minimum Day Bell Schedule

Day 1

Period 0	regular schedule
Period 1	7:45 – 9:45
Lunch	9:45 – 10:24
Period 4	10:30 – 12:30
Period 7	12:35-1:30

Day 2

Period 0	regular schedule
Period 2	7:45 – 9:45
Lunch	9:45 – 10:24
Period 5	10:24 – 12:30
Period 7	12:35-1:30

Day 3

Period 0	regular schedule
Period 3	7:45 – 9:45
Lunch	9:45 – 10:24
Period 6	10:30 – 12:30
Period 7	12:35-1:30

PERRIS LAKE HIGH SCHOOL BELL SCHEDULES

2007 – 2008

Monday

(Professional Learning Communities)

Period 1	7:55 – 8:40
Period 2	8:45 – 9:30
Period 3	9:35 – 10:20
Period 4	10:25 – 11:10
Period 5	No AR
Lunch	11:15 – 11:50
6 th Period	11:55 – 12:40
7 th Period	12:45 – 1:30
PLC	1:35 – 2:20

Tuesday – Friday

Period 1	7:55 – 8:40
Period 2	8:45 – 9:30
Period 3	9:35 – 10:20
Period 4	10:25 – 11:10
Period 5 AR	11:15 – 11:50
Lunch	11:50 – 12:40
6 th Period	12:45 – 1:30
7 th Period	1:35 – 2:20

Testing Bell Schedule/Block Schedule

Single Lunch

AR	7:55 - 8:10
Morning Break	8:10-8:20
Testing/Homeroom	8:25 - 10:15
Period 1	10:30-10:55
Period 2	11:00-11:25
Period 3	11:30-12:00
Lunch	12:00-12:40
Period 4	12:45-1:15
Period 6	1:20-1:50
Period 7	1:55-2:20

Finals Bell Schedule

Day 1

Period 2	7:55-9:10
Period 4	9:15-10:30
Period 6	10:35-11:50
Lunch	11:55-12:15
Dismissal	12:15

Day 2

Period 1	7:55-9:10
Period 3	9:15-10:30
Period 7	10:35-11:50
Lunch	11:55-12:15
Dismissal	12:15

PINACATE MIDDLE SCHOOL BELL SCHEDULES 2007 – 2008

Monday

Professional Learning Communities

Planning	8:35 – 9:35
Period 1	9:40 – 10:29
Period 2	10:33 – 11:22
Period 3	11:26 – 12:15
1 st Lunch – 7 th Grade	12:15 – 12:55
Period 4	12:59 – 1:48
Period 4	12:19 – 1:08
2 nd Lunch – 8 th Grade	
Lunch	1:08 – 1:48
Period 5	1:52 – 2:41
Period 6	2:45 – 3:35

Period 1	9:05 – 9:35
Period 2	9:40 – 10:05
Period 3	10:10 – 10:35
Period 5	10:40 – 11:05
1 st Lunch – 7 th grade	11:10 – 11:35
Period 4	11:40 – 12:05

Period Planning	8:35-9:00
Period 1	9:05-9:30
Period 2 Testing	9:35-11:55
1 st Lunch	12:00-12:40
Period 4	12:45-1:35

Minimum Day Bell Schedule

Tuesday – Friday

Planning	8:35 – 9:00
Period 1	9:05 – 10:00
Period 2	10:05 – 10:55
Period 3	11:00 – 11:50
1 st Lunch – 7 th Grade	11:50 – 12:30
AR	12:35 – 12:55
Period 4	12:55 – 1:45
Period 4	11:55-12:45
2 nd Lunch – 8 th Grade	
Period 5	1:50 – 2:40
Period 6	2:45 – 3:35

Period 4	11:10 – 11:35
2 nd Lunch – 8 th Grade	11:40-12:05
Period 6	12:10-12:40

Star Test Bell Schedule

Period 4	12:00-12:50
2 nd Lunch	12:55-1:35
Period 2	1:40-2:05
Period 3	2:10-2:35
Period 5	2:40-3:05
Period 6	3:10-3:35

Writing Prompts Bell Schedule

Planning	8:35-9:00	Period 4	12:00-12:40
Period 1	9:05-9:30	2 nd Lunch	12:55-1:35
Period 2 Testing	9:35-11:55	Period 2	1:40-2:05
1 st Lunch	12:00-12:40	Period 3	2:10-2:35
Period 4	12:45-1:35	Period 5	2:40-3:05
		Period 6	3:10-3:35

APPENDIX D

SCHOOL CALENDARS

PERRIS UNION HIGH SCHOOL DISTRICT SCHOOL CALENDAR

The District and the Association agree to meet in the Spring of 2008 to design calendars for 2009-2010 and 2010-2011 school years. In the event that an act of God causes the days and/or minutes of student attendance to fall below minimum state requirements which entitle the District to receive maximum State support, the District may take action as provided in Article V but must negotiate with the Association as provided for in Article IX, Paragraph 8.

APPENDIX E

BARGAINING UNIT MEMBERS' EVALUATION FORM

Evaluation forms for Teacher, Counselor, Library/Media, Nurse, Psychologist, Speech/Language Pathologist and Teacher on Special Assignment (TOSA)

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 AUnsatisfactory rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

AREAS OF EVALUTION: <u>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</u>	M	N	U	NA
1. STANDARD ONE: Engaging & Supporting All Students in Learning				
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals				
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs				
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice				
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful				
1.5 Promoting self-directed, reflective learning for all students				
2. STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning				
2.1 Creating a physical environment that engages all students				
2.2 Establishing a climate that promotes fairness and respect				
2.3 Promoting social development and group responsibility				
2.4 Establishing and maintaining standards for student behavior				
2.5 Planning and implementing classroom procedures and routines that support student learning				
2.6 Using instructional time effectively				
3. STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning				
3.1 Demonstrating knowledge of subject matter content and student development				
3.2 Organizing curriculum to support student understanding of subject matter				
3.3 Interrelating ideas and information within and across subject matter areas				
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter				
3.5 Using materials, resources, and technologies to make subject matter accessible to students				
4. STANDARD FOUR: Planning Instruction & Designing Learning Experiences for all Students				
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs				
4.2 Establishing and articulating goals for student learning				
4.3 Developing and sequencing instructional activities and materials for student learning				
4.4 Designing short-term and long-term plans to foster student learning				
4.5 Modifying instructional plans to adjust for student needs				
5. STANDARD FIVE: Assessing Student Learning				
5.1 Establishing and communicating learning goals for all students				
5.2 Collecting and using multiple sources of information to assess student learning				
5.3 Involving and guiding all students in assessing their own learning				

5.4 Using the results of assessments to guide instruction				
5.5 Communicating with students, families, and other audiences about student progress				
6. STANDARD SIX: Developing as a Professional Educator				
6.1 Reflecting on teaching practice and planning professional development				
6.2 Establishing professional goals and pursuing opportunities to grow professionally				
6.3 Working with communities to improve professional practice				
6.4 Working with families to improve professional practice				
6.5 Working with colleagues to improve professional practice				
6.6 Balancing professional responsibilities and maintaining motivation				

7. Overall Evaluation:

7.1 Commendations:

7.2 Recommendations:

8. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve (site professional teaching standards):

Date scheduled to review Improvement Plan (if needed):

9. Refer to PAR: ☐ Yes Date:
☐ No

10. Employment Status Recommendation:

11. Five-Year Evaluation:

- Employee requests an initial five-year evaluation:	Yes	☐	No	☐
- Evaluator approves based on established criteria in Education Code Section 44664:	Yes	☐	No	☐
- Assistant Superintendent gives final approval:	Yes	☐	No	☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Teacher's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee

PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM
Psychologist

Tenured: ☐
 Probationary: ☐ 1st ☐ 2nd
 Other: ☐

Employee Name:
 Work Site:
 School Year:

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 an "Unsatisfactory" rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

Standards of Professional Performance	M	N	U	NA
Standard 1: District Based Goals				
Element 1.1 Participates in the development and support of school and district programs				
Element 1.2 Maintains professional competence through inservice education activities provided by the district, county or other professional organizations.				
Element 1.3 Maintains rapport with staff and parents.				
Element 1.4 Recommends appropriate interventions and modifications to facilitate student success.				
Element 1.5 Participates in referral processes at the school site.				
Element 1.6 Responds in a flexible and professional manner in crisis or adversarial situations.				
Element 1.7 Prioritizes duties and responsibilities in an effective manner.				
Element 1.8 Assists and provides inservice and consultation to parents and staff about Special Education and related topics.				
Standard 2: Assessment/IEP Duties				
Element 2.1 Manages cases of students referred, obtaining parent signatures, manages timelines, following mandated procedures, completes paperwork and student files.				
Element 2.2 Completes thorough evaluations using current and appropriate and non-biased assessment instruments. Reviews appropriate history and conducts teacher, student and parent interviews to gather relevant data as part of the assessment.				
Element 2.3 Provides narrative written reports and records to document the student's handicapping condition, the need for special education, and to recommend an appropriate course of remediation.				
Element 2.4 Functions as a working member of the I.E.P. team.				
Element 2.5 Conducts required three year assessment of Special Education students and completes reports in a timely manner.				
Standard 3: Provide follow-up services for Special Education Students				
Element 3.1 Consults with administrators, parents and teachers to implement the goals and objectives of the I.E.P. including regular class placement as appropriate.				
Element 3.2 Protects confidentiality in accordance with ethical guidelines.				
Standard 4: Provide Direct Counseling and Behavior Management Services				
Element 4.1 Help develop behavior management programs for individual students.				
Element 4.2 Provide crisis counseling when requested.				
Element 4.3 Conducts evaluations of students' behavioral and emotional functioning and provide recommendations.				
Element 4.4 Provides/coordinates inservice for staff and parents on topics such as behavior management,				

child development and learning.				
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5. Overall Evaluation:

a. Commendations:

b. Recommendations:

6. Employment Status Recommendation: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve

Date scheduled to review Improvement Plan (if needed):

7. Five-Year Evaluation:

- Employee requests an initial five-year evaluation: Yes ☐ No ☐
- Evaluator approves based on established criteria in Education Code Section 44664: Yes ☐ No ☐
- Assistant Superintendent gives final approval: Yes ☐ No ☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Psychologist's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee

**PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM
Teacher on Special Assignment (TOSA)**

Tenured: ☐
 Probationary: ☐ 1st ☐ 2nd
 Other: ☐
☐ not eligible for tenure

Employee Name:
 Work Site:
 School Year:

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 an "Unsatisfactory" rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

Article I. Standards of Professional Performance	M	N	U	NA
Standard 1: Preparation and Planning				
Element 1.1 Attends workshops and conferences necessary in the preparation and planning of state and federal programs				
Element 1.2 Updates and maintains CSIS records				
Element 1.3 Coordinates state and federal testing				
Element 1.4 Works with sites to ensure that site demographics are accurate and complete				
Element 1.5 Maintains current categorical budgets				
Element 1.6 Coordinates site review processes (School Site Plan, Categorical Program Monitoring, etc.)				
Element 1.7 Provides the leadership to ensure that SSC and CPM activities occur in a timely and effective manner				
Element 1.8 Maintains ongoing communication with site categorical leads				
Element 1.9 Maintains necessary information for completion of the Consolidated Application				
Element 1.10 Attends workshops and conferences necessary in the preparation and planning of state and federal programs				
Section 1.01 Standard 2: Program Management				
Element 2.1 Coordinates Literacy and Accelerated Reader programs				
Element 2.2 Coordinates staff development opportunities which directly relate to student performance				
Element 2.3 Coordinates the CCR process at the school site				
Element 2.4 Coordinates English Language Learner and Migrant programs				
Element 2.5 Facilitates parent mailings for STAR, CAHSEE, and CELDT				
Element 2.6 Coordinates Title II and Title II technology				
Element 2.7 Coordinates LEA Plan development, monitoring, and revisions				
Element 2.8 Coordinates the CPM process at the district office				
Element 2.9 Maintains appropriate documents, reports and correspondence within the state and federal programs				
Element 2.10 Coordinates District Advisory committee activities				
Element 2.11 Coordinates district wide parent/community activities				
Element 2.13 Conducts effective program evaluation of state and federal programs				
Element 2.14 Coordinates the Academic Assessment Program and Assistive Technology				
Element 2.15 Coordinates staff development opportunities which directly relate to student performance and special education procedures				
Element 2.16 Coordinates the Collaboration/Consultation process at the school sites				

Standard 3: Program – Site/District Directed Responsibilities				
Element 3.1	Prepares and maintains required records			
Element 3.2	Keeps accurate and up to date inventories			
Element 3.3	Submits state and federal reports in a timely fashion			
Element 3.4	Keeps accurate and up to date district wide assessment data on Special Education Students			
Standard 4: Professionalism				
Element 4.1	Establishes and maintains effective communications with parents/students/staff			
Element 4.2	Provides non-classroom supervision when applicable			
Element 4.3	Maintains a professional demeanor at all times			
Element 4.4	Displays empathy and respect for students			
Element 4.5	Displays respect for staff and administration			
Element 4.6	Adheres to contractual hours of employment			
Element 4.7	Participates in professional growth and staff development activities			
Element 4.8	Establishes and maintains productive working relationships			

5. Overall Evaluation:

a. Commendations

b. Recommendations:

6. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve

Date scheduled to review Improvement Plan (if needed):

7. Employment Status Recommendation:

8. Five-Year Evaluation:

- Employee requests an initial five-year evaluation: Yes ☐ No ☐
- Evaluator approves based on established criteria in Education Code Section 44664: Yes ☐ No ☐
- Assistant Superintendent gives final approval: Yes ☐ No ☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

TOSA's Signature Date _____

Evaluator's Signature Date _____

White: Personnel File
Yellow: Site Administrator
Pink: Employee

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

Tenured: ☐
Probationary: ☐ 1st ☐ 2nd
Other: ☐

Employee Name: _____
Work Site: _____
School Year: _____

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 EVALUATION:	M	N	U	NA
1. National Standard A Academic Development				
1.1 Maintains appointments with parents/staff/students				
1.2 Assists students/parents with goal setting/post high school plans				
1.3 Provides students with appropriate and timely feedback				
1.4 Participates in pre-registration and registration planning and processes				
2. National Standard B Career Development				
2.1 Designs four year plans and develops appropriate programs for each student				
2.2 Evaluates each student's program and make changes as needed				
2.3 Prepares credit evaluations to ensure students are meeting educational/career goals				
2.4 Provides a system to ensure dissemination of materials and information concerning colleges, jobs, scholarships, student loans and grants				
3. National Standard C Social /Personal Development				
3.1 Provides support for Special Education students and 504 participants				
3.2 Provides crisis counseling and makes referrals to appropriate support agencies				
3.3 Counsels students regarding personal and social concerns				
3.4 Provides assistance for peer tutoring and/or peer counseling programs				
3.5 Participates in Student Study Team (SST)				
3.6 Makes referrals to the Student Assistance Programs				
3.7 Participates in teacher/parent/student conferences				
3.8 Serves as a referral agent and consults with teachers to promote cooperative efforts				
4. Professional Counseling Standards				
4.1 Establishes and maintains open communications with parent/student/staff				
4.2 Provides non-classroom supervision when applicable				
4.3 Maintains a professional demeanor at all times				
4.4 Displays empathy and respect for students				
4.5 Adheres to contractual hours of employment				
4.6 Participates in building of the Master Schedule				
4.7 Participates in professional growth and staff development activities				

4.8 Establishes and maintains productive working relationships				
4.9 Prepares and maintains accurate records				
4.10 Adheres to guidelines for confidentiality issues				
4.11 Provides regular and prompt professional services				

5. Overall Evaluation:

a. Commendations:

b. Recommendations:

6. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve

Date scheduled to review Improvement Plan (if needed):

7. Employment Status Recommendation:

8. Five-Year Evaluation:

- Employee requests an initial five-year evaluation:	Yes	☐	No	☐
- Evaluator approves based on established criteria in Education Code Section 44664:	Yes	☐	No	☐
- Assistant Superintendent gives final approval:	Yes	☐	No	☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Counselor's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee

**PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM
Library/Media**

Tenured: ☐
 Probationary: ☐ 1st ☐ 2nd
 Other: ☐
☐ (not eligible for tenure)

Employee Name:
 Work Site:
 School Year:

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 A Unsatisfactory rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

Standards of Professional Performance	M	N	U	NA
Standard 1: Collaborative Teacher				
Element 1.1 Orients students to the purposes, organization, procedures, and uses of the library				
Element 1.2 Teaches students and staff how to access, evaluate and effectively use information from a variety of print and digital resources				
Element 1.3 Designs flexible schedules for class use of the library media center				
Element 1.4 Develops and implements library media center standards for appropriate patron behavior				
Element 1.5 Creates an attractive, friendly, and stimulating library media center climate and facility for the entire learning community				
Element 1.6 Attends school library workshops and conferences				
Standard 2: Information Specialist				
Element 2.1 Manages efficient student and staff use of library print and digital information resources				
Element 2.2 Assess and develops the library media center's collection of resources to align with the needs of students, staff, community, and the curriculum				
Element 2.3 Implements information literacy standards as the basis for instruction in the school library program				
Element 2.4 Selects library books and other reading materials that support reading development for all students including those with special needs				
Element 2.5 Provides reading guidance to students and encourages independent reading for enjoyment				
Standard 3: Instructional Partner				
Element 3.1 Participates in site meetings and serves on school and district committees				
Element 3.2 Models the best uses of information and communication technologies in teaching and in present information to students, staff, and a community				
Standard 4: Program Administrator				
Element 4.1 Develops and administers policies and procedures for an effective school library media program				
Element 4.2 Develops, organizes, manages and assesses all school library media program resources				
Element 4.3 Manages library AV equipment and services.				
Element 4.4 Aligns the school library media program with the school's mission, goals and curriculum				
Element 4.5 Collaborates with other teachers to plan and evaluate the integration of reading strategies and information literacy instruction into the curriculum				

5. Non-Standard Components: Textbook Management				
Element 5.1 Develops and administers policies and procedures for effective textbook management.				
Element 5.2 Participates with other teachers and librarians in school and district curricular staff development				
Element 5.3 Selects textbook print and digital resources based on selection policies and criteria that respond to the curricular needs of students and staff.				
Element 5.4 Understands the California curriculum frameworks and content standards, instructional techniques and assessment methods				
Element 5.5 Provides for effective textbook distribution and collection in alignment with district and state requirements.				
6: Non-Standard Components: Other components				
Element 6.1 Provides non-classroom supervision when applicable.				
Element 6.2 Adheres to contractual hours of employment				

5. Overall Evaluation:

a. Commendations:

b. Recommendations:

6. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve

Date scheduled to review Improvement Plan (if needed):

7. Employment/Status/Recommendation:

8. Five-Year Evaluation:

- Employee requests an initial five-year evaluation:	Yes ☐	No ☐
- Evaluator approves based on established criteria in Education Code Section 44664:	Yes ☐	No ☐
- Assistant Superintendent gives final approval:	Yes ☐	No ☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Librarian's Signature

Date

Evaluator's Signature

Date

White: Personnel File

Yellow: Site Administrator

Pink: Employee

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

Tenured: ☐
Probationary: ☐ 1st ☐ 2nd
Other: ☐

Employee Name:

Work Site:

School Year:

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 an "Unsatisfactory" rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

Standards of Professional Performance	M	N	U	NA
Standard 1: Quality of Care				
Element 1.1 Implements state mandated screening of vision, hearing, and scoliosis				
Element 1.2 Assess immunization status of all students and insure that all are in compliance				
Element 1.3 Assess tuberculosis status on all students and insure that all are in compliance				
Element 1.4 Consult with parents and agencies to acquire needed health care				
Element 1.5 Comply with state requirements to provide specialized health care				
Standard 2: Documentation and Record Keeping				
Element 2.1 Insures the continuity and completion of records and reports as required				
Element 2.2 Records findings of mandated health screenings on health insert				
Element 2.3 Records pertinent information relevant to health status				
Element 2.4 Completes and submit state and/or other reports as required				
Standard 3: Collegiality				
Element 3.1 Participates in IEP meetings for health purposes when necessary				
Element 3.2 Consults and apprises staff of current health trends				
Element 3.3 Serves as a consultant to the staff related to the students' health needs				
Element 3.4 Serves as a liaison between school and community agencies concerning control of communicable disease				
Element 3.5 Serves as a consultant to staff on mandated reporting for suspected abuse or neglect				
Standard 4: Education				
Element 4.1 The nurse acquires and maintains current knowledge and competency in nursing practice				
Element 4.2 Maintains professional growth through seminars, classes, and individual research				
Element 4.3 Provides health inservice programs as needed				

5. Overall Evaluation:

a. Commendations:

b. Recommendations:

6. Employment Status Recommendation:

7. Five-Year Evaluation:

- | | | |
|---|------------------------------|-----------------------------|
| - Employee requests an initial five-year evaluation: | Yes ☐ | No ☐ |
| - Evaluator approves based on established criteria in Education Code Section 44664: | Yes ☐ | No ☐ |
| - Assistant Superintendent gives final approval: | Yes ☐ | No ☐ |

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Nurse's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee

PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM
Speech/Language Pathologist

Tenured: ☐
 Probationary: ☐ 1st ☐ 2nd
 Other: ☐
☐ (not eligible for tenure)

Employee Name:
 Work Site:
 School Year:

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 an "Unsatisfactory" rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

Standards of Professional Performance:	M	N	U	NA
Standard 1: Preparation and Planning - Time Management				
1.1 Maintains appointments with parents/staff/students				
1.2 Presents reports to parents and staff in accordance with time lines				
1.3 Schedules pupil therapy during non-core subjects				
Standard 2: Administers Individual Assessments				
2.1 Administers appropriate assessments				
2.2 Develops written reports from assessments				
2.3 Responsible for Three (3) Year Plans for students who are DIS S/L only				
2.4 Adheres to all timelines				
Standard 3: General Speech/Language Pathology				
3.1 Maintains strong knowledge of individual assessment instruments				
3.2 Adheres to state and district eligibility criteria for all students assessed				
3.3 Participates in parent/student/staff conferences when requested				
3.4 Clearly explains the results of the evaluations to parents and staff within legal timelines				
3.5 Provides therapy as written on IEP				
3.6 Develops schedule and caseload; notifies District Office and school site of changes				
Standard 4: Professionalism				
4.1 Establishes and maintains effective communications with parents/students/staff				
4.2 Prepares and maintains accurate contact logs, registers, and reports for all students evaluated				
4.3 Maintains a professional demeanor at all times				
4.4 Displays empathy and respect for students				
4.5 Adheres to contractual hours of employment				
4.6 Keeps informed of changes in the laws affecting job performance				
4.7 Participates in professional growth and staff development activities				
4.8 Adheres to guidelines for confidentiality issues				
4.9 Establishes and maintains productive working relationships				

5. Overall Evaluation:

a. Commendations:

b. Recommendations:

6. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve

Date scheduled to review Improvement Plan (if needed):

7. Employment Status Recommendation:

8. Five-Year Evaluation:

- Employee requests an initial five-year evaluation: Yes ☐ No ☐
- Evaluator approves based on established criteria in Education Code Section 44664: Yes ☐ No ☐
- Assistant Superintendent gives final approval: Yes ☐ No ☐

Signature, Chief Human Resources Officer

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Evaluatee's Signature

Date

Evaluator's Signature

Date

White: Personnel File

Yellow: Site Administrator

Pink: Employee

**PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED IMPROVEMENT PLAN**

Tenured: ☐
Probationary: ☐ 1st ☐ 2nd
Other: ☐

Employee Name: _____
Position: _____
Work Site: _____
School Year: _____

Any permanent certificated unit member who has received an unsatisfactory evaluation, shall be evaluated annually until the unit member achieves a positive Certificated Evaluation Report or is separated from the district. In the event the Certificated Evaluation Form of any unit member contains an unsatisfactory rating of the unit member's performance, the district shall require an Improvement Plan which must be in effect for a minimum of 4 weeks before a notice of unsatisfactory performance can be given. Such evaluation may also include a requirement that the unit member shall participate in a program designed to improve appropriate areas of the unit members' performance. Specific written recommendations and/or assistance shall be given for improving performance when the evaluation contains an unsatisfactory rating for any reason. When the Evaluator indicates to an Evaluatee on the Certificated Evaluation Form that overall performance needs improvement or does not meet assessment criteria, specific suggestions must be in writing on this form to include all Areas of Improvement listed below.

AREAS OF IMPROVEMENT:
1. Area where improvement is needed:
2. Specific suggestions for improvement:
3. Additional resources that will be utilized to assist with improvement:
4. Evaluator's role in assisting teacher:
5. Beginning date:
6. Completion date:

Evaluatee's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee

PERRIS UNION HIGH SCHOOL DISTRICT
PRE-OBSERVATION FORM
Directed Teaching

Employee Name: _____

Subject to be Observed: _____

Date of Observation: _____

Period to be Observed: _____

(To be mutually agreed to by administrator & staff member)

Work Site: _____

School Year: _____

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

The following standards have been mutually agreed to for the evaluation period: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ and is to be turned into the Evaluator within 5 days of the observation, but not later than 24 hours prior to the observation.

AREAS OF OBSERVATION (to be completed by Evaluatee)				
1.	Explanation of lesson to be observed.			
2.	What preceded this lesson?			
3.	What will occur next?			
4.	Objectives to be observed (relate them to the District Course of Study/State Framework).			
5.	Teaching strategies to be used.			
OTHER AREAS OF OBSERVATION (to be completed by Evaluator)		Yes	No	NI*
a.	Adheres to district/site/state framework			
b.	Provides non-classroom support where applicable			
c.	Prepares, maintains and submits attendance			
d.	Maintains professional demeanor			

e. Daily, weekly lesson plans evident/available			
f. Adheres to contractual hours of employment			
g. Starts & dismisses classes on time			
h. Assigns appropriate homework			
i. Emergency lesson plans on file			
j. Has clear instructional objectives			

White: Site Administrator
Yellow: Employee

* NI = Needs Improvement

PERRIS UNION HIGH SCHOOL DISTRICT
PRE-OBSERVATION FORM
Non-Directed Teaching

Tenured: ☐
Probationary: ☐ 1st ☐ 2nd
Other: ☐
☐ (not eligible for tenure)

Employee Name: _____

Position: _____

Subject to be Observed:

Date of Observation/Meeting

Time of Observation/Meeting:

(Mutually agreed to by administrator & staff member)

Work Site:

School Year:

The unit member will state evidence of how they have met or will meet the areas of evaluation on their Certificated Evaluation Form. This form is be turned into the Evaluator within 5 days of the observation/meeting, but not later than 24 hours prior to the observation/meeting.

AREAS OF EVALUATION: (to be completed by the Evaluatee)
EVALUATION AREA #1
Evidence:
EVALUATION AREA #2
Evidence:
EVALUATION AREA #3
Evidence:
EVALUATION AREA #4
Evidence:
SPECIAL SITUATIONS THAT EFFECT THE PERFORMANCE OF THIS JOB:

White: Site Administrator

Yellow: Employee

**PERRIS UNION HIGH SCHOOL DISTRICT
CERTIFICATED OBSERVATION REPORT**

Tenured:

☐

Probationary:

☐

1st

☐

2nd

Other :

☐

Employee Name: _____

Work Site: _____

School Year: _____

Class Activity Observed: _____

Date & Period of Observation: _____

Length of Observation: _____

Date of Conference: _____

Observation:

Commendations/Recommendations:

Summary:

This report is a summary of my formal observation and has been discussed with me in conference with my Evaluator. The Evaluatee may, within 10 working days, make a written response to the observation. A signature on this observation report does not necessarily signify agreement.

Evaluatee's Signature

Date

Evaluator's Signature

Date

White: Personnel File
Yellow: Site Administrator
Pink: Employee