

TENTATIVE AGREEMENT

This Tentative Agreement is entered into by and between the Perris Elementary School District (“District”) and Perris Elementary Teachers’ Association (“PETA”). The District and PETA may be referred to herein as “Party” or collectively as “Parties.”

Any issue, subject, or matter discussed by the District and PETA during negotiations over the 2019-2020 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

Now therefore, the Parties hereto agree as follows:

1. Term

This Agreement shall cover the 2019-2020 and 2020-2021 school years. During the 2020-2021 school year, either party may open two articles, excluding Article 18 COMPENSATION AND BENEFITS.

2. Article 2 RECOGNITION

2.1 The **B**oard recognizes the Association as the exclusive representative of:

- (a) TK-8 classroom teachers
- (b) Special education certificated resource teachers
- (c) Certificated school nurses
- (d) Certificated counselors
- (e) All certificated teachers for federal, state and local projects/programs
- (f) Certificated school psychologists
- (g) Certificated speech and language specialists
- (h) TK-8 special education classroom teachers**
- (i) Certificated preschool special education classroom teachers**
- (j) Behavioral specialists**
- (k) Physical education teachers**
- (l) Art teachers**
- (m) Certificated librarian**

3. Article 6 PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTION

6.1 The Board and the Association recognize the right of employees to join, form and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

The Association certifies that it has and will maintain individual employee authorizations. Any Unit Member may sign and deliver to the Association, on Association forms, ~~Board, on District forms,~~ authorization for deduction of unified membership dues, initiation fees and general assessment in the Association. The Association shall promptly deliver a list of employees who have authorized payroll deductions, and those who withdraw from the Association. Such authorization shall continue in effect from school year to school year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

~~Any Unit Member may decide whether or not to join an employee organization, but if he/she does join, he/she must maintain the membership in good standing for the duration of the agreement.~~

~~The employee shall, as a condition of continued employment, be required to either join the recognized employee organization or pay their fair share service fee. Any employee who satisfies the legal requirements for religious objector status shall not be required to join or financially support the Association subject to Appendix G on Agency Fee and Government 24 Code 3546 and 3546.3.~~

~~Remove Appendix G from the CBA.~~

4. Article 18 COMPENSATION AND BENEFITS

18.5 Qualified Retiree

Effective the 2021-2022 school year, the District will contribute the cost of single person medical **and dental** insurance per qualified retiree per year toward the premium of the District's current employee only medical **and dental insurance plan, up to the maximum District cap. This amount will be prorated for less than full time employees.** The District shall pay full medical **and dental** benefits (~~medical coverage only~~) for qualified retirees until Medicare takes over and shall pay full medical **and dental** benefits for those retirees who do not qualify for Medicare. A "qualified" retiree means a unit member who satisfies the following criteria:

1. Age 55 or older when he/she retires from the District.
2. Has retired from the District.
3. Has not attained the age of 65 or is not eligible for Medicare.
4. Has twenty (20) years of teaching experience including twelve (12) years ~~continuous~~ teaching experience in the District immediately preceding his/her retirement. **STRS or PERS will be used to verify the twenty (20) years of total teaching experience. STRS or PERS will not be used to verify the twelve (12) years of teaching experience in the District**

5. Article 26 SPECIAL EDUCATION (New Article)

Preamble

The District and Association agree that it is essential to provide an education that is both equitable and excellent to all students. Moreover, we agree that it is critical to maintain compliance with the legal requirements set forth in each student's Individualized Education Program (IEP).

26.1 Definitions

"Case Manager" refers to the primary point of contact relating to the special educational needs of a named student. This can include, but is not limited to: coordinating with related service providers; primary contact for the parent with regard to special education services and oversight for the IEP, including drafting, facilitating meetings, and progress monitoring. This category may include RSP Teachers, SDC Teachers, SLPs, and others who have been assigned as Case Managers to students who are eligible for special education services.

"Caseload" refers to the number of students who are assigned to a Case Manager. It does not include students who are classified as pending eligibility.

"Resource Specialist" (RSP), for purposes of this article, is a special education teacher whose duties include providing specialized academic instruction and services to students who are assigned to a general education classroom for the majority of their school day, as identified in an Individualized Education Program.

"Behavioral Specialist", for purposes of this article, provides assessment, training, and support regarding the behavioral needs of students. Additional duties include consultation with educational staff, and training of educational staff, parents, administrators, and community members on topics related to students' behavioral needs.

"School Psychologist," for purposes of this article, provides psychological services to all students, including students with IEPs. These services can include: assessment and diagnosis of specific learning and behavioral disabilities, counseling and consultation with staff, parents, administration, and the community, in order to maximize student adjustment and learning.

"Service Provider" refers to a person who provides special education services to students per that student's IEP. A Service Provider is not necessarily the Case Manager. Service Providers include, but are not limited to, Speech Pathologists, Occupational Therapists, and Special Education (RSP and SDC) Teachers.

"Special Day Class Teacher" (SDC Teacher), for purposes of this article, is a special education teacher whose duties include providing instruction and services to students who are in a separate classroom for a majority of the school day, as identified in an Individualized Education Program.

"Special Education Teacher on Special Assignment" (TOSA) duties, for purposes of this article, include: providing training and support for special education teachers, providing input on special education curriculum, and supporting new special education teachers.

“Speech and Language Pathologist” (SLP), for purposes of this article, refers to a credentialed professional who serves the speech and language needs of students with IEPs whose duties may include: formal assessments of students suspected of having a disorder of language and/or speech, and specialized instruction and services for individuals with a diagnosed speech and language disorder, and consultative services to pupils.

"Workload" refers to all the responsibilities required of a Service Provider based on their job description and assigned caseload. It also includes work relating to students who are pending eligibility, including drafting IEPs, conducting assessments, and facilitating meetings.

26.2 Caseloads

The District and the Association recognize that many variables impact the workload of the Case Manager. The District shall maintain caseloads as set forth below:

- Special Day Class (Mild/Moderate) (TK-8): 16 students with IEPs total caseloads.
- Special Day Class Teacher (Preschool): 13 students with IEPs per am class and 13 students per pm class.
- Resource Specialist: 28 Students with IEPs
- Speech Language Pathologists (TK-8): 55 students with IEPs
- Preschool Speech Language Pathologists: 40 Students with IEPs

The District shall maintain a District average as set forth below:

- Psychologist: 1 full-time School Psychologist per 1,500 students, in the district

26.3 Caseload Overage

Special Day Class Teacher (TK-8):

No Special Day Class (SDC) teacher shall have a caseload that exceeds sixteen (16) eligible pupils. When caseload overages occur, the District will do one of the following:

1. Assign those cases to another provider. The previous Case Manager will not be required to provide services or perform duties required by the IEP for those students not assigned to their caseload.
2. Pay the Unit Member a per-student stipend, to begin on day sixteen (16) of the overage. The overage shall not exceed four (4) students per caseload. “Per-student stipend” is equal to the current Certificated Teacher Salary Schedule Step 1, Column 4 daily rate, divided by 16, multiplied by the number of students over 16.

Special Day Class Teacher (Preschool):

No Special Day Class Teacher (Preschool) shall have a caseload that exceeds twenty-six (26) eligible pupils. When caseload overages occur, the District will do one of the following:

1. Assign those cases to another provider. The previous Case Manager will not be required to provide services or perform duties required by the IEP for those students not assigned to their caseload.

2. Pay the Unit Member a per-student stipend, to begin on day sixteen (16) of the overage. The overage shall not exceed four (4) students per caseload. "Per-student stipend" is equal to the current Certificated Teacher Salary Schedule Step 1, Column 4 daily rate, divided by 26, multiplied by the number of students over 26.

Resource Specialist:

No Resource Specialist shall have a caseload that exceeds twenty-eight (28) eligible pupils. When caseload overages occur, the District will do one of the following:

1. Assign those cases to another provider. The previous Case Manager will not be required to provide services or perform duties required by the IEP for those students not assigned to their caseload.

2. Pay the Unit Member a per-student stipend, to begin on day sixteen (16) of the overage. The overage shall not exceed four (4) students per caseload. "Per-student stipend" is equal to the current Certificated Teacher Salary Schedule Step 1, Column 4 daily rate, divided by 28, multiplied by the number of students over 28.

Speech and Language Pathologist (TK-8):

No Speech and Language Pathologist shall have a caseload that exceeds fifty-five (55) eligible pupils. When caseload overages occur, the District will do one of the following:

1. Assign those cases to another provider. The previous Case Manager will not be required to provide services or perform duties required by the IEP for those students not assigned to their caseload.

2. Pay the Unit Member an extra duty rate of two (2) hours per month for each student above the caseload.

3. Assign a qualified SLPA (Speech and Language Pathologist Assistant) to the caseload of that SLP.

Speech and Language Pathologist (Preschool):

No Speech and Language Pathologist shall have a caseload that exceeds forty (40) eligible pupils. When caseload overages occur, the District will do one of the following:

1. Assign those cases to another provider. The previous Case Manager will not be required to provide services or perform duties required by the IEP for those students not assigned to their caseload.

2. Pay the Unit Member an extra duty rate of two (2) hours per month for each student above the caseload.
3. Assign a qualified SLPA (Speech and Language Pathologist Assistant) to the caseload of that SLP.

26.4 Individualized Education Program

Whenever possible, the District shall schedule IEP meetings to occur during the regular workday. Whenever possible, these meetings should be scheduled no later than one (1) hour before the end of the regular workday. If the IEP meeting goes beyond contractual hours, all Unit Members in attendance will be provided a time card and compensated at the hourly rate.

The District shall provide substitute(s) as needed for the release of special education and general education teacher(s) when required to attend IEP meetings during regular instructional hours.

26.5 Students with IEPs in General Education Classrooms

In collaboration with grade-level representatives, the site administrator should equitably distribute students with IEPs among general education classrooms, to the extent practicable.

The Case Manager is responsible for notifying the general education teacher when students with IEPs are assigned to a general education classroom.

The Case Manager shall provide the general education teacher of record with a copy of the current IEP at a Glance (or Summary of the IEP), and Behavior Plan (when applicable).

When possible, site administrators shall schedule SDC classes similar to general education classes for physical education period and art period. SDC will be counted as "a class" for scheduling purposes. If this is not possible and there are more than two (2) classes in a physical education period or more than one class for art period, there will be a support person accompanying the SDC class for physical education and art.

26.6 Supervision Duties

If the SDC teacher is assigned to provide behavior support/supervision until a bus or parent arrives to pick up or drop off the student, the SDC teacher shall not be assigned additional supervision duties.

26.7 Special Day Class and Resource Specialist Salary Schedule

Effective July 1, 2020, a new, separate salary schedule for the following Unit Members will be created in Appendix A, with an ongoing one percent (1%) increase:

- Special Day Class: Mild/Moderate
- Resource Specialist
- Special Day Class: Preschool

6. Salary Increase

Effective July 1, 2020, an ongoing two percent (2%) salary increase shall be applied to all salary schedules for all Unit Members listed in Appendix A. Effective July 1, 2020, a new, separate salary schedule for the following Unit Members will be created in Appendix A, with an ongoing one percent (1%) increase:

- Special Day Class: Mild/Moderate
- Resource Specialist
- Special Day Class: Preschool

This closes salary for 2019-2020 and 2020-2021.

This Agreement is subject to all required approvals/ratifications.

Date: 6/30/20

PERRIS ELEMENTARY
SCHOOL DISTRICT

Josie Jackson
Dr. Josie Jackson,
Asst. Superintendent of HR

Jason Angle
Dr. Jason Angle,
Asst. Superintendent of Ed. Svcs.

Francine M. Story
Francine M. Story,
Chief Business Official

Kelley Pebley
Kelley Pebley, Asst. Principal

Jason Archard
Jason Archard, HR Coordinator II

Richard Kurylowicz
Richard Kurylowicz, Accounting Coordinator

Date: 6/30/20

PERRIS ELEMENTARY
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Sarah Rowbotham
Sarah Rowbotham, PETA President

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