# MEMORANDUM OF UNDERSTANDING

Between the Perris Elementary School District and the

Perris Elementary Teachers' Association (PETA)

# Innovative Horizons Charter School at Nan Sanders

This memorandum of understanding was entered into on June 23, 2021 between the Perris Elementary School District and the Perris Elementary Teachers' Association. The governing board recognizes that PETA, through this MOU, represents K-8 teachers in their bargaining unit and all references to K-6 employees should be recognized as K-8 employees.

Except as set forth in this MOU, the district and PETA agree that the existing terms and conditions set forth in the current PETA collective bargaining agreement ("CBA") shall apply equally to unit members assigned to the dependent charter school. The parties further agree that they have considered all aspects of the assignment of unit members to the dependent charter school, that this MOU represents that agreement reached upon such negotiations. The duration of this MOU is for one (1) year, July 1, 2025 through June 30, 2026.

The purpose of this agreement is to address the changes that have resulted in establishing a dependent charter school in Perris Elementary School District. Accordingly, the parties hereby modify the application of Articles 7, 8, 14, 15, 18, and Appendix B - Stipends as follows:

### **Article 7: Hours Provisions applicable to charter school unit members**

The regular work day for members will be eight hours inclusive of lunch, based on a 181 day calendar. Students will attend school for a total of 176 days. Teachers work 181 days, 1 day shall be used for District/Site Professional Development. The salary schedule shall reflect an increase of .54 percent (.54%) as a result of the additional District/Site Professional Development day.

All unit members will begin their work day no more than 15 minutes before their instructional day and will end their day 15 minutes after the instructional day. These 30 minutes constitute uninterrupted prep minutes.

Unit members shall not be required to spend more than 75 minutes for the third required evening activity, excluding Back to School Night and Open House. The leadership team in collaboration with administration will establish a list of predetermined third night activities by the beginning of the school year.

Friday hours for members will be from 7:45 a.m.-2:45 p.m. (7 hours). During 2015 MOU negotiations, it was agreed that Friday's hours would be reduced by one (I) hour in lieu of the forty (40) minute prep.

Minimum days will be on Fridays, except when a holiday falls on a Friday. The time from dismissal, 12 pm, until the end of the contractual day will include: 15 minute prep, 15 minute break, and 60 minute staff meeting/collaboration/self-select. The remaining 75 minutes will be utilized by staff to address the four driving questions of professional learning communities (PLC's). Grade level teams will be provided weekly collaborative grade level planning time in response to the four PLC questions. Based on grade span and or student need, Friday collaboration will be alternately held in the gym, grade level lead's room, or other assigned location.

Administration and leadership will jointly create a yearly calendar outlining the minimum days prior to the start of the school year. At least one minimum day will be provided each week of the school year. Administration and leadership will review the calendar the month prior and will make adjustments based on site and district needs.

During the District Pre Service days and any District Wide Professional Development Days, the contract/work hours for IHCS staff will be the same as all other PESD school sites in the District, which is 7:15 am to 2:45 pm.

The last day of school shall be a minimum day.

The district shall make every effort to ensure professional development opportunities are available to charter school employees during the work week, in addition to Saturdays.

Student dismissal will be at 2:15 p.m. for the week of parent teacher conferences, on student attendance days.

#### Middle School Teachers (6th-8th)

Middle School teachers in grades 6-8 will have a preparation period that is equal to the length of one class period (but not ever less than 40 minutes).

Non-permanent Middle School teachers will not be required to teach more than a total of three teaching preparations at any one time, unless mutually agreed between site administration and the teacher. The conference must include a PETA Representative, unless the unit member

declines a representative. A preparation is defined as a single subject that requires preparation by the teacher.

Should the charter unit member teach more than four preparations, the unit member shall receive compensation in the amount of five percent (5%) of Step 1, Column 1 of the current salary schedule, or prorated amount if the assignment is less than one academic year.

## Assignments at Innovative Horizons Charter School at Nan Sanders

A unit member assigned to the charter school shall have a work year based upon the following guidelines:

• Certificated staff who are new to the District will work one (1) additional day during their first year, so they can attend the District's annual new teacher training.

A unit member assigned to the charter school will have a preparation period of at least 40 uninterrupted minutes during each instructional day, with the exception of Fridays.

A unit member assigned to teach kindergarten at the charter school will teach a full day kindergarten program.

### **Article 8: Class Size**

Middle School Class Size Overages (6th - 8th grades): Should a class period exceed 34 students the teacher will be compensated a per-student stipend to begin on the twenty-first (21) day, at the current Certificated Charter School Teacher Salary Schedule, Step 1, Column 4 daily rate divided by 34 divided by 6 periods, multiplied by the number of students over per class period. This amount will only be paid for the duration the overage exists: \*\*Should these ratios be exceeded, the school and District administration shall have twenty (20) instructional days to return pupil/teacher ratios to the aforementioned numerical values.

When a substitute cannot be obtained, students will be divided among a minimum of four (4) teachers and each teacher shall be compensated an equal proportion of the daily rate of a substitute, but not less than the current daily sub rate divided by four (4).

When students are split into a teacher's classroom for only a portion of the day, such as in the case of middle school teachers or CAMP (Computers, Art, Music, PE), each teacher shall be compensated not less than the current daily sub rate divided by four (4).

If a teacher voluntarily gives up their prep period to cover an entire class the teacher will be compensated at the extra duty rate of pay.

#### **Article 14: Leave Provisions**

Full time unit members shall be entitled to ten (10) days leave, at eight (8) hours per day, with full pay for each school year for purposes of personal illness or injury.

### Article 15: Assignment, Dismissal, Transfer, and Filling Vacancies

Involuntary transfers exclude IHCS. A charter school teacher will be given priority over a non-charter school teacher when requesting a voluntary transfer to a non-charter school assignment.

## **Article 18: Compensation and Benefits**

Unit members at the charter will be paid from a separate salary schedule which includes compensation for the additional twenty-four (24) hours they work, compared to all other teachers in the district. This amount will be adjusted whenever a salary increase is negotiated, and will revert back when this MOU expires, or ceases to exist. If an MOU for the charter school is not in effect, the teachers at IHCS will be paid from the same salary schedule as all other teachers in the district.

# **Appendix B Stipends**

Effective during the 2025-2026 school year, the following stipends will apply as listed below at the charter school and will be paid on a monthly basis:

Position	Amount			
Music Director	\$1,250.00 (per season Fall/Winter/Spring)			
Visual & Performing Arts Coach (formerly Drama Coach)	\$1,250.00 (per season Fall/Winter/Spring)			
Athletic Coach	\$1,250.00 (per season Fall/Winter/Spring)			
Color Guard Coach	\$1,250.00 (per season Fall/Winter/Spring)			
Cheer Coach	\$1,250.00 (per season Fall/Winter/Spring)			
Athletic Director	\$1,250.00 (per season Fall/Winter/Spring)			
The following two stipends will be added and will go into effect during the 2025-2026 school year				
ASB Teacher	5.0 (per school year)			
Yearbook Teacher	5.0 (per school year)			

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# **Expectations**:

Expectations for the above stipended assignments, including number of hours required and job duties shall be determined by IHCS administration. Expectations for athletic assignments will be determined in consultation with the athletic director.

Dated: December 16, 22024

PETA: PESD:

Garmon Estes Garmon Estes, PETA Lead Negotiator	Josie Jackson Josie Jackson, Ed.D., Asst. Supt. of H.R.
Emma Testa Emma Testa, Negotiations Team Member	Claudia Velez Claudia Velez, Ed.D., Asst. Supt. of Ed. Svcs.
Arily Kodera Arily Kodera, Negotiations Team Member	Andrew Candelaria Andrew Candelaria, Principal
Morgan Russell Morgan Russell, Negotiations Team Member	Francine M. Story Francine M. Story, CBO
Sharon Breyer Sharon Breyer, Negotiations Team Member	Jason Archard Jason Archard, Human Resources Coordinator II
Rebecca Schneinder Rebecca Schneider, Negotiations Team Member	Allison Barry Allison Barry, Assistant Principal