

MEMORANDUM OF UNDERSTANDING
BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA) AND ITS CHAPTER, PERRIS VALLEY #469

EFFECTS OF REOPENING SCHOOL 2020-2021

JULY 31, 2020

The Perris Union High School District ("District") and California School Employees Association and its Perris Valley Chapter 469 ("Association" and/or "CSEA") enter this Memorandum of Understanding ("MOU") in response to the reopening of schools for the 2020-2021 school year and the need for changes to instructional models and practices due to the ongoing COVID-19 pandemic. The District and Association are hereinafter collectively referred to as "the Parties."

BACKGROUND: The Parties entered into MOU on March 17, 2020, in response to the COVID-19 pandemic to address the effects of the District's decision to close schools to prevent the spread of illness arising from COVID-19. A follow-up MOU was signed May 1, 2020 to modify and update the March 17, 2020 MOU. The May 1, 2020 MOU subsequently expired on June 30, 2020.

It is the mutual interest of the Parties to address the recommendations of public health officials in order to prevent the spread of illness arising from COVID-19.

The Parties recognize that the District has elected to begin the 2020-2021 school year with a distance learning only instructional model.

The Parties recognize the need for flexibility in order to comply with legal mandates, mandates issued by the Governor's office, and directives issued by state and local public health officers. The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change from time-to-time.

The purpose of this MOU is to formalize and finalize the District's consultation and negotiation obligations with the Association regarding the reopening of District schools.

The Parties agree to the following:

1. **Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.
2. **Status of Unit Members.** Unit members shall not suffer a loss of wages, salary, pay, or fringe benefits, relative to their regular schedules.
3. **Safety Considerations.**

Follow Health Directives. In an effort to protect unit members, the District shall adhere to the COVID-19 directives mandated by the Center for Disease Control, California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Riverside County Health Department ("Health Directives"). The District will provide information (including training videos) to its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will make a reasonable effort to ensure that its

facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

Safety Training and Protocols. All employees will receive training on proper sanitizing, proper use of PPE's, and hygiene procedures. The District will visibly post official notification of all public safety requirements i.e. must wear masks, maintain social distancing, etc. throughout their facilities.

Face Coverings. The District shall observe all face covering Health Directives. The District will provide face coverings to unit members that meet or exceed current public health guidelines. Unit members may also provide their own face coverings that meet these same guidelines and are appropriate for the school setting. Unit members shall comply with all face covering directives issued by the District. Unit members may go outside every hour for 5 minutes to remove their face covering to breathe fresh air as well as wash their hands. The District reserves the right to modify this requirement based on Health Directives and guidelines, as those directives and guidelines may change from time-to-time.

Social Distancing. The District shall observe social distancing Health Directives. The District will ensure that any employee that has direct contact with the public or co-workers less than 6' of social distancing will have appropriate protective equipment/physical barriers in place. The District shall modify the physical layout of work areas or temporarily relocate unit members within a site to ensure social distancing.

Hand Washing and Campus Hand Sanitizing Stations. In accordance with Health Directives, all District facilities will be equipped with adequate handwashing stations and hand sanitizer minimum required alcohol content required by CDC. . The District will provide written instruction and signage on proper hand washing techniques.

Workplace Cleanliness and Restocking. The District shall ensure hand sanitizing/hand washing supplies are frequently checked and restocked and that hand sanitizing stations are placed at all sites. The District shall also ensure that all classrooms, restrooms, and unit member workspaces are cleaned and sanitized daily. Unit members shall be responsible for ensuring they clean all items they have used in communal spaces.

Other Protective Equipment. The District will have sufficient protective equipment, including plexiglass barriers, disposable gloves, and face shields for unit members to comply with Health Directives. Upon request, the District will train unit members on proper use of protective equipment.

Follow Health Directives. Unit members shall comply with all Health Directives issued by the District.

Limits on Campus Access. School sites shall be closed to non-approved visitors, including family members, who are not District employees or students. Any student, parent, caregiver, approved visitors, or staff showing symptoms of COVID-19 will be excluded from District campuses.

Staff Symptom Screening. The District adopts the following guidelines for unit members when entering District campuses:

- a) In order to ensure employees are safe, unit members must self-screen, before entering District facilities i.e. check temperature to ensure a temperature below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. All unit members are responsible for personally assessing their own health and possible exposure to the virus causing COVID-19 at least daily while on campus. This includes considering whether unit members have experienced any symptoms, including: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of

taste or smell. This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.

- b) When unit members enter worksites, the District may engage in symptom screenings consistent with Health Directives and guidance from the Centers for Disease Control and Prevention (“CDC”) and California Department of Public Health (CDPH), which includes visual wellness checks and temperature checks with no-touch thermometers and screening regarding COVID-19 symptoms and whether unit members have anyone in their home with COVID-19 symptoms or a positive test.
- c) Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact Human Resources for guidance and avoid contact with other individuals. Unit members with symptoms agree to stay home and notify Human Resources of their absence in accordance with usual procedures. Unit members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Unit members shall not return to work without a doctor’s clearance.
- d) Sick unit members shall not return to work until they have met Health Directive criteria to discontinue home isolation.

Reporting Unsafe Working Conditions. In the interest of protecting community and workplace health, any employee shall report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall respond in writing to the employee as soon as practicable, with a simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

Unit Members are reminded of their duty to do assigned work absent reasonable fears for their health or safety. All unit members shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor and CSEA in writing of such refusal and the basis. The employee may be directed to complete alternate work or work under modified conditions until conditions have been made safe.

Guideline Updates. The District reserves the right to modify requirements based on Health Directives and guidelines, as those directives and guidelines may change from time-to-time. This does not waive the obligation to negotiate effects of any changes.

- 4. **Work Hours, Schedules, and Location.** Unit members will physically report to work sites in accordance with their 2020-2021 work year calendar or work remotely at the scheduling and direction of their supervisor. To the extent possible, the District will limit the number of unit members required to physically report to work, making a reasonable effort to equitably distribute the work among all unit members within the identified classifications.

Unit members not required to physically report to work sites shall continue to work remotely at regular work hours and subject to direction by the District during normal work hours.

Unit members who work remotely shall comply with all PUHSD policies, administrative regulations, work schedules, and job assignments, and are expected to check their PUHSD e-mail for updates throughout the workday and respond in a reasonable time. The District will provide laptops and other necessary equipment to perform their duties remotely. Safe and flexible work spaces shall be provided to unit members who are unable to work remotely.

In the event that a unit member will not be available during normal work hours on a normal workday for non-COVID-19 related issues, the employee must notify the District in advance and report

unavailability via Absence Management (e.g., AESOP) as either sick leave or other applicable leave, as appropriate.

5. **Temporary Changes to Hours, Duties, and Locations.** Classified bargaining unit work will not be transferred to volunteers, administration or certificated personnel nor shall it be contracted out. Classified employees may be asked to perform other job related duties as required. CSEA recognizes the need to be flexible in providing support services during the distance learning model, for example employees may be directed to complete job related duties to work in other classifications and will be compensated according to the current CBA. The District and CSEA acknowledge that California Education Code 45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some unit members may be asked to perform duties not currently contained within their current job descriptions. This is particularly important regarding unit members with duties specifically dependent on the physical presence of students on school campus who may have other duties assigned during the period of full virtual learning and/or hybrid schedule. Any change in the duties performed shall be temporary and only during the life of this MOU. It is understood that hours, work locations, and duties may be temporarily changed, during the period of this agreement only. If an employee works exclusively and totally in a higher classification, and meets all other contractual criteria, they would be entitled to out of class pay for that period. There is no expectation that an employee will be required to utilize their personal vehicle to drive to other than their assigned site.

The District may publish alternate work shifts which will then be selected by seniority, in classification, at the site. The District shall provide a five (5) working day notice prior to implementing the alternate work shift. The District shall use the following criteria when assigning alternate work shifts:

- a. Employees in the needed classification will select first.
 - b. Then employees working out of classification based on districtwide seniority..
 - c. If no employee volunteers then assignments will be made according to least district seniority.
 - d. In the event of employee hardship the District and CSEA will meet and confer to determine a solution.
6. **Professional Development.** The District will provide appropriate job related professional development to support classified employees in the distance learning model.
7. **Custodial Services.** The District may suspend the custodial cleaning routes at all sites and institute a process that will prioritize disinfecting and sanitizing all District facilities. The District will provide training to custodians on the proper use of any new cleaning equipment, disinfecting products to help ensure proper application, and social distancing while performing duties. The District will also provide all necessary protective equipment to all custodial staff. The District shall establish cleaning routes that are reasonably balanced among the custodial staff and shall not create an unmanageable workload. The routes shall be provided to custodians at the beginning of their work shift. Custodial unit members shall be provided five (5) days written notice prior to any changes to their work schedules (e.g., the days the unit member reports).
8. **Child Care.** A unit member who is restricted from working as a result of their minor child's distance learning or non-full week school or place of care has been closed or limits days of services or the childcare provider is unavailable due to a public health emergency, shall notify Human Resources. The District, CSEA and the employee will meet to determine if other working accommodations are available.

In addition, pursuant to the Families First Coronavirus Response Act (FFCRA) and Labor Code 230.8, employees who are required to report onsite, but have issues related to childcare, may utilize appropriate leave to care for their child.

9. **Leaves of Absence.**

- a. *COVID-19 Positive Test.* If a unit member tests positive for COVID-19, the unit member shall notify the Human Resources Department. The unit member shall be placed on paid leave in accordance with Center for Disease Control, Riverside County Public Health, and state guidelines.. This leave shall not be deducted from the unit member's accrued leave.
- b. *COVID-19 Exposure and Clinical Symptoms.* If a unit member is exposed to a person diagnosed with COVID-19 or is exhibiting symptoms of COVID-19, the unit member shall contact the Human Resources Department. If the District excludes a unit member from reporting to work due to COVID-19 exposure or exhibit clinical symptoms, the unit member shall also be placed on paid leave which shall not be deducted from the unit member's accrued leave.
- c. *Medical Susceptibility.* Unit members who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation shall be entitled to reasonable accommodation as required by state and/or federal law.
- d. *Families First Coronavirus Response Act (FFCRA).* The District will adhere to the leaves provided for in the FFCRA. Generally, the Act provides that covered employers must provide to all employees:
 - i. Up to 10 days of additional paid sick leave at the employee's regular rate of pay (up to \$511 daily and \$5,110 total) where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
 - ii. Up to 10 days of additional paid sick leave at two-thirds the employee's regular rate of pay (up to \$200 daily and \$2,000 total) because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a healthcare provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.
 - iii. Employees who have been employed by the District for at least 30 days are also entitled up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay (up to \$200 daily and \$2,000 total) where an employee is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19. Any time used pursuant to this paragraph counts towards the maximum of twelve (12) weeks allowed for FMLA (Family Medical Leave Act) leave per year.
- e. *Other Leaves.* All other leave provisions within the CBA continue to apply.

10. **Administrative Support.** In order to provide access and support for unit members, site administrators shall make themselves available and be responsive to their staff needs in a timely manner.

11. **District Closure.** In event of a future District facility closure, the District will determine specific employees/employee groups as “essential” for purpose of ensuring operational integrity and security of district facilities, communications, deliveries, device distribution, food distribution, performing time sensitive functions which serve to support District employees, and keeping in compliance with County, State, and Federal mandates. Notification to essential employees will come from supervisors and/or Human Resources. The District will make every effort to assign work within existing shift/hours as is reasonable. The District and CSEA agree to reconvene as becomes necessary to address any changes.
12. **General Provisions.**
- a. **Not Precedent Setting.** The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District’s right to refuse to negotiate matters that are not mandatory subjects of bargaining.
 - b. **Compliance with Law.** The Parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees. Nothing in this MOU shall or is intended to prevent the District from following all requirements of law or complying with any applicable directives regarding curriculum and instructional strategies for the new learning models, as the laws and directives may be altered during the 2020-2021 school year in response to this ever-changing emergency. This does not waive CSEA’s right to negotiate the effects of stated compliance and directives
 - c. **Inconsistencies with the Law.** If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded. In this instance, the Parties shall consult and/or negotiate about the changes to this MOU as soon as possible and, in advance, if practical.
 - d. **Term.** The Parties agree that this MOU shall expire on December 31, 2020 unless extended or modified by mutual written agreement or the District Governing Board determines to provide a different instructional model.
 - e. **Complete Understanding.** This MOU represents a full and complete understanding between the Parties.
 - f. **Grievance Provisions.** Violations of this Memorandum of Understanding are subject to Article 22 - Grievance Procedure of the collective bargaining agreement between the parties.
 - g. **Policy 610 and Board Approval.** It is agreed and understood this agreement is subject to CSEA Policy 610 review and PUHSD Governing Board approval.

Dated this 31st day of July 2020

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