

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

IN-PERSON TARGETED, SPECIALIZED SUPPORT AND SERVICES ("COHORTS")

October 30, 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") concerning CSEA members and the District's decision to bring small cohort/groups of student back to school for targeted, specialized support and services. The District and Association are hereinafter collectively referred to as "the Parties."

BACKGROUND: The Parties entered into a MOU on July 31, 2020 regarding the Effects of Reopening School for the 2020-2021 school year. Since the execution of that MOU, the State and the California Department of Public Health ("CDPH") have issued guidance specifically related to providing targeted, specialized supports and services at school.

The District is proposing a very small number of students returning to a few school sites, with additional students and schools being added as needs dictate. The District will be following the guidance provided by the California Department of Public Health in returning small cohorts/ groups of students. To these ends, the District and CSEA agree as follows:

- 1. Terms of Existing Agreements.** Unless otherwise noted below, all terms of the current Collective Bargaining Agreement and Effects of Reopening Schools MOU shall remain unchanged and in full force and effect.
- 2. Cohort Staffing.** The District shall provide in-person targeted, specialized support for students (i.e., students with special needs, newcomer/emergent English Learners, students needing specific intervention, etc.) in small groups (e.g., "cohorts"). The District shall begin by implementing one (1) cohort at each of the comprehensive high school sites and expand both within the sites and to other sites as the District determines additional programs/services can be safely added.
 - a. Following guidance from CDPH, the cohorts shall be composed of a maximum of sixteen (16) total people, no more than fourteen (14) students, with no fewer than one (1) certificated employee and one (1) classified employee. For example, if the cohort is staffed with one (1) certificated employee and three (3) classified employees, there will be a maximum of twelve (12) students in the group.
 - b. The District shall ensure that at least one (1) administrator is on campus at all times, while cohorts are present.
 - c. Students and unit members within a cohort shall be restricted from mixing with other cohorts.
 - d. Unit members shall maintain proper physical distancing, masking, cleaning and other safety measures as outlined by CDPH guidance, at all times including staff breaks/lunches.
 - e. The District shall provide unit members at least five (5) days written notice prior to adjusting staffing schedules or adding additional cohorts.
- 3. Orientation and Training.** The District shall provide an orientation meeting either live (virtually) or video recording for unit members that includes an overview of instructional cohorts. Unit members

shall have an opportunity to ask questions. Unit members shall also receive training in the following areas:

- a. Maintaining proper physical distancing, masking, and other safety measures as outlined by CDPH;
- b. Availability and proper use of Personal Protective Equipment (PPE);
- c. Disinfectant spray and/or wipes;
- d. Procedures for toileting, diapering, and exposure to bodily fluids;
- e. Symptoms and protocol for identifying and reporting symptoms of COVID-19; and
- f. Safely providing medical services.

4. Handwashing and Personal Protective Equipment. The District shall ensure that soap dispensers and towel dispensers are checked and stocked daily to ensure adequate handwashing. In addition, the District shall provide unit members assigned to cohorts the following personal protective equipment:

- a. Face covering (cloth or reusable). Unit Members have the option of providing their own cloth face coverings that meet the same criteria as the face coverings provided by the District.
- b. Partitions (e.g, plexiglass barriers)
- c. Trash bags to double wrap disposable PPE and adequate trash cans in all rooms used by the cohorts (restrooms, classrooms).

The District shall also make immediately available and provide the following equipment to unit members upon request:

- a. Face Shields (reusable)
- b. Gowns (disposable)
- c. Goggles (reusable)
- d. Gloves (disposable)
- e. Disinfectant spray and/or wipes (once training is completed)
- f. Booties/Shoe Covers (disposable)

5. Cleaning and Disinfecting. All facilities utilized by the cohorts shall be cleaned and disinfected on a daily basis.

- a. Cleaning and disinfecting of all classroom surfaces will occur daily.
- b. The District may modify custodial assignments on the days cohorts are in session to ensure proper time to disinfect areas of use by the cohorts.

6. Safety Protocols.

- a. The District shall implement daily symptoms screening for all cohort students and staff that includes no-touch temperature checks and complies with guidance from CDPH.
- b. The District will require all staff, students, and visitors to school sites to maintain social distancing to the extent possible, wear masks or face shields per CDPH school guidance. Any violation of face covering protocol shall be immediately reported to site administration.
- c. The District shall instruct all students about proper handwashing techniques, mask wearing, social distancing, and other best practices for prevention of the spread of COVID-19.
- d. The District shall ensure that there are adequate hand-washing stations (whether in restrooms or otherwise for all students, and that these stations are stocked with soap and disposable towels.
- e. The District shall exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19.

f. The District shall develop a protocol to ensure students are not loitering on campus following cohorts, and isolating students or staff who become ill or exhibit clinical signs/symptoms of COVID-19, while on campus,

7. Communication. The District shall provide communication to all unit members specific to small cohorts on a bi-weekly basis. Similarly, Unit Members may ask questions regarding the cohorts. In addition, the District shall provide the Association President with an overview of the District's plan for in-person targeted, specialized support and services prior to initial implementation.

8. 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

9. 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.

10. Term. The Parties agree that this MOU shall expire on December 31, 2020 unless extended or modified by mutual written agreement.

11. Complete Understanding. This MOU represents a full and complete understanding between the Parties.

12. Grievance Provisions. Violations of this Memorandum of Understanding are subject to Article 22 - Grievance Procedure of the collective bargaining agreement between the parties.

13. 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 October 30, 2020

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