

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

**ARTICLE 21 - DISCIPLINE**

October 29, 2024

This Memorandum of Understanding is made and entered into effective October 29, 2024 ("Effective Date"), by and between the PERRIS UNION HIGH SCHOOL DISTRICT ("DISTRICT") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PERRIS VALLEY CHAPTER #469 ("ASSOCIATION" or "CSEA") (hereafter collectively referred to as the "PARTIES").

**RECITALS**

The Parties met on October 29, 2024 and have a mutual interest in changing the language in "Just Cause" in Article 21.1 to clarify the definition of absences and job abandonment.

**AGREEMENT**

Now therefore, the Parties agree to add additional language to Article 21.1 as follows:

1. Excessive unexcused absences or tardiness.
2. Abandonment of position, upon the unit member's absence without notification to the District for three (3) or more consecutive days, unless the unit member was totally incapacitated during the three (3) day notice period.
3. The changes to the Collective Bargaining Agreement are identified in the attached Tentative Agreement (TA).

This Agreement constitutes the entire agreement and understanding of the PARTIES. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, expressed, or implied, are superseded by this Agreement.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

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

It is agreed and understood this agreement is subject to all approvals required under the CSEA Policy 610, as well as the Perris Union High School District Governing Board approvals.

Dated this 29<sup>th</sup> day of October 2024

**Association:**



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Douglas Eller  
CSEA Representative of Community Services



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Heliezer Espinoza  
CSEA Lead Negotiator



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Tara Hefner  
CSEA Representative of Nutrition Services



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Jeff Plamondon  
CSEA Representative of Information Technology



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Kevin Reyes  
CSEA Labor Relations Representative



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Helen Stimach  
CSEA Representative of Clerical

**District:**



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Maribel Escobar  
Director, Human Resources



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Hector Gonzalez  
Director, Facilities



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John Hannon  
Director, Security



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Audrey Mitchell  
Director, Nutrition Services

Tentative Agreement: Article 21  
Dated: October 29, 2024

*HS*      *AM*      *KR*  
*TH*      *HR*      *HE*  
            *TO*      *JCH*  
ARTICLE 21  
DISCIPLINE      *JP*      *ME*

21.1 Discipline shall be imposed on permanent unit members in accordance with the terms of this article for just cause, or consistent with and subject to the provisions of the Education Code, if any. For purposes of the procedures set forth herein, discipline is deemed to be suspension of more than five (5) days, demotion, or termination. "Just Cause" for discipline shall include, but is not limited to the following:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages and/or the use of drugs, controlled substances, or narcotics while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon unit members associated with him/her.
- h. Use and/or addiction to controlled substances.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

j. Absence without leave.

k. Excessive unexcused absences or tardiness.

~~k~~.l. Abandonment of position, upon the unit member's absence without notification to the District for three (3) or more consecutive days, unless the unit member was totally incapacitated during the three (3) day notice period.

~~l~~.m. Immoral conduct.

~~m~~.n. Discourteous treatment of the public, students, or other employees.

~~n~~.o. Improper political activity.

~~o~~.p. Willful disobedience.

~~p~~.q. Misuse of district property.

~~q~~.r. Violation of district, Board or departmental rule, policy or procedure.

~~r~~.s. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's classification

specification or otherwise necessary for the unit member to perform the duties of the position.

~~s~~.t. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

~~t~~.u. No person who is a member of an organization which advocates support of a foreign government in case of hostilities shall hold office or employment under the State of California or its subordinate governments.

~~u~~.v. Physical or mental disability, which disability precludes the unit member from the proper performance of his/her essential functions as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of unit members.

~~v~~.w. Unlawful retaliation against any other district officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.