

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

INDIVIDUAL WORKSITE CLOSURE

April 1, 2025

This Memorandum of Understanding ("MOU") is entered into by and between the Perris Union High School District ("DISTRICT") and the California School Employees Association and its Perris Valley Chapter #469 ("ASSOCIATION") (collectively, the "PARTIES").

RECITALS

The District and Association recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its staff. We agree that whenever possible all sites will remain open to continue to provide services to students. We agree that continuity of District operations should be maintained, and a system should be in place when school sites are forced to close.

AGREEMENT

The PARTIES agree as follows:

1. For any individual worksite closure that occurred during the month of January, all members who utilized any form of leave in lieu of working their normal shift will be allowed to change their leave to unpaid status or change to any form of accrued leave, including Compensation Time, Vacation, Personal Leave, or Sick. Upon ratification of this agreement, employees will have until the timesheet due date of the following month's pay period to submit a revised January 2025 timesheet to memorialize the change in leave being utilized. Upon ratification of this agreement, the District will communicate the process to all classified employees.
2. The use of leave, either paid or unpaid, for individual worksite closures will not be used in disciplinary matters, or prevent employees from transfer, increase in hours and/or promotion.
3. Going forward, in the event any individual worksite must be closed temporarily for health and safety reasons, or as determined by municipal or public works entities (e.g. emergency services, public utilities, etc.), bargaining unit members shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.
4. If an individual worksite must close, the District shall adhere to the following:
 - A. The District will not utilize any employee's leave without their consent. For example, if a worksite is closed, and the district cannot get a hold of an employee, the District will, as a last resort, put the employee out on unpaid status:
 - B. Employees will have until the date that timesheets are due for the month in which a site closure occurred to communicate with their supervisor if they would like to change their unpaid status to any of the above mentioned accrued leaves.
 - C. If members were placed on unpaid status and do not wish to change to any other leave, no further action would need to be taken, other than putting the appropriate code and comment on the timesheet. For example, if you wish to go unpaid for the day you would use "Y" as the code, and in the comment section "(Site Name) Site closure"

D. For site closures moving forward the following protocol will be utilized:

- I. Classified staff at non-impacted sites will report to work as usual.
- II. In the event that the District receives advanced notice of a site closure, District Administration will communicate with employees through email or district communication platform (e.g. ParentSquare) as soon as possible of a pending site shutdown.
- III. Upon confirmation of an actual site shutdown before the start of the school day, the district will send an additional notification via email, district communication platform (e.g. ParentSquare), or by phone. If necessary, a text message may be sent by a management level employee in lieu of a phone call. Included in this aforementioned communication, employees will be given their options for the day, including the ability to use leave, be reassigned based on district needs, work at their site, or work remotely when possible. If an employee is reassigned to another site, the mileage reimbursement clause stated in Section 5 below will apply.
 - a. Employees will have until one (1) hour prior to their scheduled start time to input their chosen leave (Vacation, Sick, Personal Leave, Compensation Time, or Unpaid Leave) into the absence management system (e.g. RedRover) in accordance with Article 16 Section 4 of the Collective Bargaining Agreement (CBA).
- IV. District/Site Administration and HR Clerical Staff will begin contacting staff that have not reported their absence one (1) hour prior to the start of their shift with the options specific to their classification, including being reassigned based on district needs or the ability to utilize chosen leave.
 - a. Nutrition Services, Campus Supervisors, Paraeducators
 - i. Will be asked to work at a different site based on district needs by District Administration or Human Resources.
 1. The reassignments will be offered based on district seniority.
 2. Employees who desire to work, but have not selected a site will be assigned based on district need.
 - b. Clerical and Community Services
 - i. Will be asked to work at their assigned worksite unless unable to do so. If deemed unable by the Site Administration, they will be asked to work at a different district location based on district needs.
 - c. Maintenance & Operations/Custodial
 1. Will be asked to work at their assigned worksite, even if there is no power, unless it is deemed unsafe to do so. If it is unsafe, they will be asked to work at a different site based on district needs by the Plant Supervisor or District Administration.
 2. If a custodian starts their shift during the day, prior to the sun rising those custodians are to remain in their vehicle until sufficient lighting is present to enter campus and work safely. If deemed unsafe by site or district administration, Custodians will

be asked to work at a different site based on district needs by the Plant Supervisor or District Administration.

3. Any custodian whose start time begins at 2pm or later will be offered to work an earlier shift. If the custodian chooses to work their own assigned shift, these custodians will report to their site, but may be asked to work at a different site if their site is deemed unsafe (e.g. insufficient lighting) based on district needs by the Plant Supervisor or District Administration.
4. Any reassignments to alternate worksites will be offered based on district seniority.

d. Technology

- i. Will be asked to work at their assigned worksite, even if there is no power, unless it is deemed unsafe to do so. If it is unsafe, they will be asked to work at a different site based on district needs by District Administration or Human Resources.

E. In the event of a reassignment due to a site closure, the District shall reimburse mileage for travel to the assigned site based on the lesser of the following distances: (1) from the employee's current site to the assigned site, or (2) from the employee's home address to the assigned site. Mileage reimbursement will only apply one-way towards the assigned site.

5. The District retains its full authority to manage and control its operations in accordance with the law, including the ability to suspend provisions of this Agreement in cases of emergencies beyond its control. In such circumstances, the District agrees to negotiate any affected provisions upon demand from Association. Emergencies shall not be declared arbitrarily or without justification.
6. The District and Association will review the site closure protocol during the monthly collaboration meetings and Classified Relationship Councils (CRC). Either party may request to reopen this agreement at any time if they believe the provisions in this agreement are no longer effective.
7. All components of the current Collective Bargaining Agreement between CSEA Chapter 469 and Perris Union High School District not addressed by the terms of this agreement shall remain in full effect.

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 1st day of April 2025

Association:

Aimee Eberwein

Aimee Eberwein
CSEA Representative, Paraeducators

Douglas Eller

Douglas Eller
CSEA Representative, Community Services

Heliezer Espinoza

Heliezer Espinoza
CSEA Representative, Clerical

Marvin Frias

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CSEA Representative, M&O / Custodial

Tara Hefner

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District:

Alfredo Andrade

Alfredo Andrade
Chief Human Resources Officer

Hector Gonzalez

Hector Gonzalez
Director, Facilities Services

John C Hannon

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