

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

JUNETEENTH HOLIDAY

February 7, 2022

This Memorandum of Understanding is made and entered into effective February 7, 2022 (“Effective Date”), by and between the PERRIS UNION HIGH SCHOOL DISTRICT (“DISTRICT”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS PERRIS VALLEY CHAPTER #469 (“ASSOCIATION”) (hereafter collectively referred to as the “PARTIES”).

RECITALS

The third Saturday in June of each year has been designated, “Juneteenth National Freedom Day: A day of observance” (Gov. Code § 6719) since 2004, but it has not been a state paid holiday.

President Biden signed S.475 into law in the late afternoon of Thursday, June 17, 2021, establishing Juneteenth National Independence Day, June 19, as a legal public holiday. Juneteenth commemorates the end of slavery in the United States. Federal workers recognized the holiday on Friday, June 18.

In California, public school holidays are governed by the Education Code § 37220. The law also requires school closure on all days “appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.”

Due to the late determination of Juneteenth as a federal holiday and discrepancies between the designation federal and state holidays (e.g., Columbus Day), the District did not identify June 18, 2021 as a district holiday.

On January 14, 2022, AB 1655 was introduced to make Juneeth an official holiday in California.

AGREEMENT

Now therefore, the PARTIES hereby agree as follows:

- 1. Floating Holiday.** All bargaining unit members who were in paid status on June 18, 2021 (i.e., work calendars A, B, C, & F) shall be provided one (1) additional vacation day (AKA “floating holiday”) to be scheduled and taken by June 30, 2022. The use of this leave shall comport with Article 15 - Vacation Plan of the collective bargaining agreement.
- 2. Holiday Pay.** All bargaining unit members, with the exception of employees on work calendars A, B, C, & F, who worked on Friday, June 18, 2021 shall be compensated at their summer assignment hourly rate for the time worked. This compensation shall be in addition to compensation already received. (For example, if a bargaining unit member was compensated for 4 hours of work on June 18, 2021, then the bargaining unit member shall be compensated for an additional 4 hours.)
- 3. Juneteenth 2022.** In anticipation of the official designation of Juneteenth as a state holiday, the District shall designate June 19, 2022 as a paid district holiday and shall be observed on Monday, June 20, 2022 for the 2021-2022 school year.
- 4. Complete Understanding.** This MOU represents a full and complete understanding between the Parties.

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

6. 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 7th day of February 2022

Association:



Josh Rushing
CSEA President



Lisa Towery
CSEA Labor Relations Representative



Justin Brecht
CSEA Representative



Tara Hefner
CSEA Representative



Petra Nuñez
CSEA Representative



John Phillips
CSEA Representative



Ivy Robinson
CSEA Representative

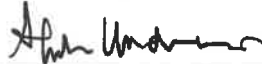


Helen Stimach
CSEA Representative

District:



Kirk Skorpanich
Assistant Superintendent, Human Resources



Alisha Underwood
Director, Fiscal Services



Nick Hilton
Director, Human Resources



Audrey Mitchell
Director, Nutrition Services



Erika Tejeda
Principal



Joseph Williams
Executive Director, Information Technology