

MEMORANDUM OF UNDERSTANDING

**Perris Union High School District (District)
and the
California School Employee Association (CSEA) and Its Chapter, Perris Valley # 469**

CORONAVIRUS RESPONSE

MAY 1, 2020

This memorandum is agreed between Perris Union High School District (“District”) and the California School Employees Association and its Perris Valley Chapter 469 (“CSEA”), collectively, (“the parties”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found.
- 2) 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). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
- 3) During any District closures due to COVID-19, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
- 4) During any District closures, all CSEA bargaining-unit employees are to be available during their normal work hours on their normal workdays and may be required to complete work remotely. If needed, staff will be provided laptops and other necessary equipment to perform their duties remotely. Employees are expected to check their PUHSD e-mail for updates throughout the workday. Safe and flexible work spaces shall be provided to bargaining-unit employees who are unable to work remotely.
- 5) In the event that a CSEA bargaining-unit employee 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.

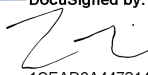
- 6) If a bargaining-unit employee is quarantined due to COVID-19, the absence shall be paid leave and shall not be charged to sick leave. In all cases, the District may require that the employee provide written verification of quarantine and the dates thereof from the controlling agency.
- 7) If a bargaining-unit employee is not subject to official quarantine by public health authorities; however, the District has confirmed that an employee has symptoms associated with COVID-19 (fever, coughing and/or shortness of breath), the District may require the employee not to report to work and the absence shall be paid leave and shall not be charged to sick leave.
- 8) A bargaining-unit employee belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus (e.g., employees 65 years and older, individuals with compromised immune systems, and individuals who have serious chronic medical conditions like heart disease, diabetes, and lung diseases) shall be allowed to self-quarantine at no loss to individual leaves or pay. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible.
- 9) During any District closures the District will continue to provide some essential services which necessitates the need for some CSEA bargaining-unit employees to report to work in support of both students and employees. These essential services include, but are not limited to, providing grab-and-go meals to our students, processing payroll for employees, processing payments for our business partners, maintaining District facilities, and ensuring students and staff have access for working remotely and distance learning.
- 10) All employees who are deemed “essential staff” will be assigned to work on a rotating basis during this period of school closures, making a reasonable effort to equitably distribute the work among all employees within the identified classifications. The District will determine which sites and work shifts will be needed. It is understood the work shifts may be different than an employee’s regular work shift. For all rotation scheduling, the District will first ask “essential staff” within each classification to provide their preference for the days they wish to work and shall make assignments beginning with the most senior employee. Remaining assignments shall be assigned by the District beginning with the least senior employee. In accordance with Section 3 above, CSEA bargaining-unit employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus and those employees with medical proof of susceptibility to the virus shall not be included in the work rotation.
 - a. The District shall provide CSEA with a list of bargaining unit members who are deemed as “essential staff”, which shall include the names of the bargaining unit members, the date(s) the unit member is required to report, the anticipated shift the unit member is required to work, and the essential service that is being provided.
 - b. Bargaining unit members who are deemed as “essential staff” and are required to report for work one or more days during the month of May shall receive a \$500 bonus payment for the month.
 - c. Bargaining unit members who are deemed as “essential staff” and are required to report for work one or more days during the month of June shall receive a \$500 bonus payment for the month.
 - d. The Bonus Pay will be included with the bargaining unit member’s regular monthly check and subject to regular deductions.

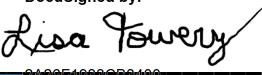
- 11) Pursuant to the Families First Coronavirus Response Act (FFCRA) and Labor Code 230.8, employees who have been identified as “essential staff” and may be required to report onsite, but have issues related to daycare, may utilize appropriate leave to care for their child.
- 12) The District may suspend the current custodial cleaning schedule at school sites and institute a team-cleaning process that will prioritize disinfecting and sanitizing all school and district facilities. The District will provide training to custodians on the proper use of any new cleaning equipment and disinfecting products to help ensure proper application. There is no expectation that an employee will be required to utilize their personal vehicle to drive to other than their assigned site. If this changes, the parties will meet to negotiate the effects.
- 13) During any District closures due to the COVID-19 epidemic, the District shall comply with requirements of California Executive Department Executive Order N-26-20 and any subsequent or amended Executive Orders. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to the epidemic.
- 14) 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.
- 15) The parties recognize the effects of COVID19 are changing rapidly. The parties will be in regular contact to negotiate those aspects that fall within the scope of bargaining.
- 16) The District and CSEA will meet and bargain at the conclusion of the mandated school closure on or before June 30, 2020, whichever comes first.

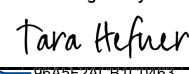
It is agreed and understood this agreement is subject to CSEA Policy 610 review and PUHSD Governing Board approval.

Dated this 1st day of May 2020

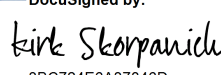
Association:

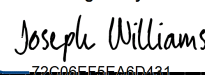
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Joshua Rushing
President, CSEA

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Lisa Towery
CSEA Labor Relations Representative

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Tara Hefner
CSEA Representative


District:

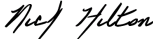
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Kirk Skorpanich
Assistant Superintendent, Human Resources

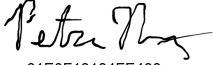
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Joseph Williams
Executive Director, Technology

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Alisha Fogerty
Director, Business Services

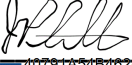
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