MEMORANDUM OF UNDERSTANDING BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT AND PERRIS SECONDARY EDUCATORS ASSOCIATION

COVID-19 SAFETY PLAN AND IN-PERSON SCHOOL REOPENING

JANUARY 25, 2021

The Perris Union High School District ("District") and Perris Secondary Educators ("Association" and/or "PSEA") enter this Memorandum of Understanding ("MOU") in response to the reopening of schools for the 2020-2021 school year due to the ongoing COVID-19 pandemic. The District and Association are hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, The District determined it was in the best interest of students and staff to provide instruction through a distance learning instructional model to all students for the first semester of the 2020-2021 school year in response to the COVID-19 pandemic, the Parties entered into MOU on July 24, 2020 to address the impacts on certificated bargaining unit members.

WHEREAS, requirements for providing in-person assessments for students with disabilities continued to be in effect, the District consulted with the Association to formulate a plan for continuing to provide these necessary services. On Friday October 23, 2020, the Parties agreed that an MOU was not necessary and agreed that in-person assessments for students with disabilities would occur, understanding that the District would implement the safety guidelines recommended by the Riverside County Public Health.

WHEREAS, the COVID-19 cases increased in November/December 2020, the District extended distance learning into the second semester of the 2020-2021 school year to ensure the safety of students and staff. In response, the Parties entered into an agreement on December 4, 2020 to extend the July 31, 2020 MOU through June 30, 2021.

WHEREAS, the District developed a Cal/OSHA COVID-19 Prevention Program (CPP) in December 2020. The CPP was developed with input from stakeholders from all employee groups, including certificated bargaining unit members.

WHEREAS, Governor Newsom Unveils California's Safe Schools for All Plan on December 30, 2020, that included \$2 billion one-time Prop 98 fund available beginning in February 2021, to augment resources for schools to offer in-person instruction safely – including testing, ventilation and PPE – for schools that have resumed in-person instruction or phasing in of in-person instruction by early spring 2021.

WHEREAS, the California Department of Public Health updated guidance for COVID-19 and Reopening In-Person Instruction for K-12 Schools in California for the 2020-2021 school year on January 14, 2021, the District developed a COVID-19 Safety Plan (CSP), which included the CPP. Similar to the CPP, the CSP included input from certificated bargaining unit members, in addition to members from other bargaining units and members from the community.

NOW THEREFORE, the Parties hereby agree as follows:

1. Effects of Collective Bargaining Agreement and existing MOU. Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.

- 1. **COVID-19 Safety Plan.** The parties have collaborated on the development of the District's Cal/OSHA COVID-19 Prevention Program (CPP) as required by their Emergency Temporary Standards, which is part of the District's COVID-19 SAFETY PLAN (CSP). The Association supports the District's CSP, which includes the Perris Union High School District COVID-19 Prevention Program (CPP) and completed COVID-19 School Guidance Checklist as required by the California Department of Public Health COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California 2020-2021 School Year.
- 2. In-Person Instruction. The parties will meet no less than 2 weeks prior to implementation of in-person school reopening pursuant to the COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California 2020-2021 School Year to negotiate the impacts and effects of in-person instruction. It is agreed and understood the District will not reopen schools until a final comprehensive agreement is negotiated and ratified.
- 3. **Term.** The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.
- 4. **Complete Understanding.** This MOU represents a full and complete understanding between the Parties.
- 5. **Board Approval.** It is agreed and understood this agreement is subject to PUHSD Governing Board approval.

Dated this 25th day of January 2021.

Association:

----- DocuSigned by:

Miller, Jason

<mark>්යs</mark>ෑැ?ෑෑෑෑෑෑෑෑ PSEA President

— DocuSigned by:

Ulli Gerganna Dela transfer Georgianna PSEA First Vice President

kim Frieberg

Kir的卵胞後的了。 PSEA Second Vice President

—Docusigned by: Melanie Woodard

Melanie27009466 ard PSEA Secretary

DocuSianed by:

<mark>፞፞፞፞፞፝፝፝፝፝፝፝፝፝፝፝ Mysትኽ፝፝፝፼፟ዸ፼፼ዸቜ</mark> PSEA Director of Ethnic Minorities/LGBT

District:

DocuSigned by:

Grant Bennett

GrameBernet Superintendent

DocuSigned by:

andace Reines

Canton Canton

DocuSigned by:

hades Newman

Chর্ধাঞ্ড প্রথেমিকের Assistant Superintendent, Educational Services

DocuSigned by:

kirk Skorpanich

Kirkឆ§keចតុទ្ធឌត់ich Assistant Superintendent, Human Resources

DocuSigned by:

Joseph Williams

Josephersentry Executive Director, Technology DocuSign Envelope ID: 9538BA5C-0A12-4571-A0F9-3BA426ED8213

---- DocuSigned by:

 \mathcal{W}

Melin 1920 WRCCoulloch PSEA Treasurer

Matthew Schmidt Mattesseiserseidet...

Lead Negotiator

— DocuSigned by: Nich Hilton

NICK^DHiftOF4E4460... Director, Human Resources