

MEMORANDUM OF UNDERSTANDING
Between
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and it's
PERRIS VALLEY CHAPTER 469
and the
PERRIS UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into this 31st day of August 2023, by and between the Perris Valley School District (District) and the California School Employees Association, and its Perris Valley Chapter #469 (Collectively referred to as the "Parties") to address the Work Year/Work Hours and Vacation of Adam Weinberger (Weinberger) while on Association Leave serving as Association President for CSEA.

The Parties agree as follows:

1. Weinberger will be on Association leave as provided for in Education Code Section 45210 until at least the close of CSEA's 2025 Annual Conference.
2. While on Association leave, the District shall classify Weinberger as a twelve-month work year/eight-hour per day employee in his current classification of Campus Supervisor.
3. CSEA shall reimburse the District for the Association leave for Weinberger as provided in California Education Code Section 45210. Pursuant to Section 45210, CSEA will reimburse the District for the cost of Weinberger's salary and benefits, and employer CalPERS contributions, while Weinberger is on Association Leave. CSEA will reimburse the District within thirty (30) days of receipt of regular invoices submitted to CSEA by the District. Invoices shall be submitted to Mimi Capistrano, Director of Fiscal Services for the District.

The District makes no representations or assurances as to Association leave eligibility with respect to CalPERS benefits or, if he is eligible, the amount of any such benefits that he might receive, or is entitled to receive, due to his service under this Agreement. The District further makes no representations or assurances as to the effect of this Agreement on Weinberger's eligibility for and/or receipt of CalPERS credits or benefits for any and all service rendered under this Agreement.

4. CSEA, and not the District, assumes full responsibility for Weinberger's workers' compensation insurance coverage during the term of this Agreement. In the event the District is deemed liable and/or responsible for Weinberger's workers' compensation insurance, CSEA agrees to defend, indemnify, and hold harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives, to the fullest extent permitted by law, from and against any and all liabilities, fines, charges, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages and extra expense that may arise out of or result from, in whole or in part, any workers' compensation-related claims initiated on Weinberger's behalf during the term of this Agreement, provided that Weinberger is under the supervision of CSEA and not the District.
5. Article 15, sections 15.2 and 15.6.2, of the Collective Bargaining Agreement (CBA) state as follows for each of the afore referenced sections respectively:

"Unit members will accrue vacation on a fiscal year basis (July 1 to June 30) at the beginning of the fiscal year in which the vacation time would be earned for a full year of service. Except as otherwise provided in this Article, paid vacation

time shall be used no later than the fiscal year immediately following the fiscal year in which it is earned. A maximum of the equivalent of one (1) fiscal year vacation may be carried forward.”

“If for any reason a unit member is not permitted to take all or any part of his/her available vacation time before the conclusion of the fiscal year immediately following the fiscal year in which it is earned, the amount not then taken shall be paid.”


6. Weinberger shall be allowed to accumulate excess vacation leave while on Association leave as provided in Education Code Section 45210.
7. Upon return from Association Leave, Weinberger shall be placed on vacation leave until his excess vacation leave is within the carryover amount as allowed by the CBA.
8. Weinberger shall provide notice to the District when his Association leave is completed and of his projected return date from vacation leave.
9. Upon return from Association Leave, Weinberger shall automatically revert to the work year and work hours for Campus Supervisors as established in Appendix A of the CBA at the time of his return. Thus, Weinberger’s classification as a 12-month work year/eight-hour per day employee for the term of his Association leave for service as Association President does not create any greater rights for Weinberger upon the conclusion of that leave than he would have if he had not been granted the leave and the 12-month status.
10. Absent layoff, resignation, or other lawful termination of her employment, Weinberger will have the right to return to a Campus Supervisor I assignment for which he is appropriately qualified within the Perris Union High School District at the beginning of the 2025-26 school year.
11. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
12. The District, CSEA, and Weinberger agree and acknowledge that, to be effective, this Agreement must be approved by the District’s Board of Education.



Kirk Skorpanich
Assistant Superintendent

9/8/2023

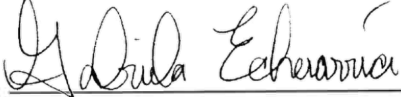
Date



Adam Weinberger
CSEA Association President

9/8/23

Date



Gabriela Echevarria
Director, Field Operations

9/8/23

Date