

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

IMPACTS AND EFFECTS OF WEEKLY COVID-19 TESTING

November 3, 2021

This Memorandum of Understanding is made and entered into effective November 3, 2021 (“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

On August 11, 2021, Governor Newsom announced a new State Public Health Order that requires the DISTRICT to conduct weekly diagnostic screening testing of both incompletely vaccinated and unvaccinated employees. This mandate applies to all DISTRICT employees (e.g., managers, certificated, classified, confidential, substitutes, tutors, walk-on coaches, etc.) and volunteers, such as student teachers. The DISTRICT was obligated to comply with this order no later than October 15, 2021.

Under the order, a bargaining unit member is considered “fully vaccinated” two weeks or more after the bargaining unit member has received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or other vaccine authorized by the World Health Organization), or two weeks or more after the bargaining unit member has received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).

Bargaining unit members who do not meet the definition of “fully vaccinated” or who decline to provide their vaccine status are considered “unvaccinated”. Pursuant to this State Public Health Order, unvaccinated bargaining unit member or bargaining unit members whose vaccination status is unknown shall be required to undergo diagnostic screening testing at least once a week and the diagnostic screening testing shall be administered during the work day by the DISTRICT or an agency contracted by the DISTRICT at no charge to the bargaining unit member.

Weekly diagnostic screening testing for bargaining unit members who are not fully vaccinated or who have declined to provide their vaccination status began on October 14, 2021. Tests are provided within the bargaining unit member’s work day, at the bargaining unit member’s work site, and at no cost to the bargaining unit member.

AGREEMENT

Now therefore, the PARTIES hereby agree as follows:

1. **Testing Dates & Locations.** The DISTRICT shall notify all bargaining unit members who are subject to mandatory weekly COVID-19 testing with the dates, times, and locations of testing. The DISTRICT shall also provide a reasonably “safe space” for testing that is not open to the individuals who are not being tested.

2. **Optional Testing.** Bargaining unit members who are “fully vaccinated” may voluntarily participate in weekly COVID-19 testing, but shall not be required to participate in COVID-19 testing.
3. **Exclusions and Leave Balances.** The DISTRICT shall ensure that all unit members are provided their available leave hours on their monthly payroll stub, with the understanding that these hours do not include any leave taken after the end of the previous pay period. The PARTIES shall develop a joint communication that helps unit members understand how to locate their leave balances. The PARTIES shall also ensure bargaining unit members understand that if they are excluded from work due to COVID-19 symptoms or exposure, they may utilize their available leave.
4. **Workers Compensation & Cal/OSHA Exclusionary Leave.** The DISTRICT shall notify bargaining unit members who test positive for COVID-19 and believe they contracted COVID-19 at work during an outbreak of their right to file a workers’ compensation claim and information regarding CAL/OSHA Exclusionary leave pay if applicable. All claims shall be investigated and a determination made regarding compensability.
5. **Communication.** The PARTIES shall update the jointly developed FAQs as needed to ensure bargaining unit member clearly understand the vaccination verification process, testing requirements, testing procedures, types of testing provided by the DISTRICT, alternative methods of testing available to bargaining unit member, accommodations process, exclusions and consequences for failing to test, and links that direct them to laws regarding the vaccine mandate, vaccine verification along with instructions for weekly testing.
6. **Health & Safety Incentive.** In an effort to minimize the impacts of weekly COVID-19 testing on the PARTIES, the DISTRICT shall provide a one-time bonus to all bargaining unit members, regardless of vaccination status. The one-time bonus shall be based on the following criteria:
 - If seventy-five percent (75%) of all classified bargaining unit members are “fully vaccinated” and verify their vaccination with the DISTRICT by Friday, January 14, 2022, then the DISTRICT shall provide all classified bargaining unit members a one-time bonus of \$600 per bargaining unit member.
 - If eighty-five percent (85%) of all classified bargaining unit members are “fully vaccinated” and verify their vaccination with the DISTRICT by Friday, January 14, 2022, then the DISTRICT shall increase the one-time bonus to all classified bargaining unit members by \$200 for a total of \$800 per bargaining unit member.
 - If ninety-five percent (95%) of all classified bargaining unit members are “fully vaccinated” and verify their vaccination with the DISTRICT by Friday, January 14, 2022, then the DISTRICT shall increase the one-time bonus to all classified bargaining unit members by an additional \$200 for a total of \$1000 per bargaining unit member.

For the purposes of this incentive, bargaining unit members shall be considered “fully vaccinated” based on the following criteria:

- Two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen); **or**

- The bargaining unit member has received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or other vaccine authorized by the World Health Organization) by Friday, January 14, 2022; **or**
- The bargaining unit member has received a single-dose vaccine (Johnson & Johnson/Janssen) by Friday, January 14, 2022.

Bargaining unit members shall receive this one-time bonus on their January 2022 payroll warrant.

- 7. Vaccination Clinics.** Bargaining unit members wishing to be vaccinated may choose to get the vaccine from their personal medical provider or other authorized vaccination clinic. In addition, the DISTRICT shall provide at least one (1) districtwide vaccination clinic in November 2021 and at least one (1) districtwide vaccination clinic in December 2021 to allow bargaining unit members the opportunity to be fully vaccinated and verify their vaccination status by Friday, January 14, 2022. The second vaccination clinic shall be at least four (4) weeks after the first clinic. Employees that desire to receive the vaccination during their working hours shall be required to use their personal leave time to do so.
- 8. Terms of Existing Agreements.** Unless otherwise noted below, all terms of the current Collective Bargaining Agreement and existing MOU shall remain unchanged and in full force and effect.
- 9. Complete Understanding.** This MOU represents a full and complete understanding between the Parties.
- 10. Grievance Provisions.** Violations of this Memorandum of Understanding are subject to Article 22 - Grievance Procedure of the collective bargaining agreement between the parties.
- 11. 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 3rd day of November 2021

Association:



Josh Rushing
CSEA President



Lisa Towery
CSEA Labor Relations Representative



Justin Brecht
CSEA Representative



Tara Hefner
CSEA Representative

District:




Kirk Skorpanich
Assistant Superintendent, Human Resources



Alisha Fogerty
Director, Fiscal Services



Nick Hilton
Director, Human Resources



Audrey Mitchell
Director, Nutrition Services



Petra Nuñez
CSEA Representative



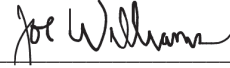
John Phillips
CSEA Representative



Helen Stimach
CSEA Representative



Erika Tejada
Principal



Joseph Williams
Executive Director, Information Technology