

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

School Closure Related to Coronavirus (COVID-19)

March 30, 2020

The Perris Union High School District ("District") and Perris Secondary Educators Association ("Association" and/or "PSEA") enter this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19. The District and Association are hereinafter collectively referred to as "the Parties."

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, the District will continue to receive state funding throughout the closure to continue to pay employees and continue delivering educational opportunities to students through distance learning and/or independent study.

The Parties recognize the importance of continuing to provide high-quality educational opportunities to students when the school sites are physically closed and ensuring that these opportunities are available to all students to the greatest extent possible, including economically disadvantaged students, students with disabilities, and English learners.

The Parties also recognize the importance of maintaining safe facilities/operations and the care needed to identify potential exposure and prevent the spread of the disease among students and staff members.

The Parties wish to allow teachers--as long as their services are not otherwise required as Disaster Service Workers--and students to engage in Distance Learning that will provide teachers a flexible method of delivering instructions that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

1. Unit members shall work remotely for the duration of the emergency school closure. Unit members must be reachable during their regular work hours and be able to meet by phone or email. With mutual agreement between the District and PSEA, a limited number of unit members may be asked to report to their worksite to provide services that cannot be provided remotely. This will be determined on a person-by-person basis.
2. Unit members' base compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who serve as athletic coaches or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement. Unit members who were assigned extended classroom teaching assignments (e.g., "7/6th") at the time of the school closure, shall continue to receive compensation for the assignment.
3. The Parties recognize Distance Learning as a model that will require flexibility in scheduling. Unit members shall check their emails daily and respond to parents and students in a timely manner. Unit members will communicate with students and families on no less than a weekly basis.
4. Flexible learning activities shall be provided to students. Unit members are expected to provide instruction, resources and support to students through Distance Learning on no less than a weekly basis. Unit members shall determine the means and method of providing Distance Learning based on their resources and their students' ability to access the curriculum. Unit members may request additional training for the use of technology for the purposes of Distance Learning. Unit members are not required to have live interactions with students such as video conferencing.

5. The District and PSEA encourage sensitivity in grading at this time. Unit members will follow District direction on grading as it applies. California Education Code and relevant parts of the Collective Bargaining Agreement still apply to unit members.
6. Unit members will receive time to prepare lessons and resources in order to align with the following schedule:
 - a. Weeks of March 23 and March 30: The District will provide optional, non-graded learning and enrichment activities for students through a District resource page. Unit members will plan and prepare lessons using existing instructional platforms suitable for Distance Learning. Unit members that struggle with remote Internet access will contact their Principal, and the District will provide access to a location to support them with Internet access that adheres to Center for Disease Control, Riverside County Public Health, and state guidelines.
 - b. Week of April 6: The District will be on its regularly scheduled Spring Break and students will not be provided instruction.
 - c. Week of April 13: Unit members will begin the implementation of instruction through Distance Learning, ensuring assignments are posted by 11:59 PM the Sunday prior to the first day of instruction. This will continue weekly throughout the school closures. Unit members may add or modify assignments, lessons, and/or assessments throughout the week at their discretion with reasonable due dates for anything assigned to be turned in.
7. Unit members will use currently existing learning delivery systems for Distance Learning and will not be expected to employ additional platforms through the end of the school year. The standard platforms of instructional delivery for the District is through Canvas LMS, Google G Suite for Education and Edmentum/Plato. In addition, unit members are welcome to use other District adopted Instructional resources, such as Newsela, AVID Weekly, Smarter Balanced Digital Library and SBAC Interim Assessments, CAASPP Online Practice and Training Tests Portal, HMH Holt Online, Read 180, System 44, Rosetta Stone, Pearson My Perspectives, Pearson Realize, ERWC Online, Actively Learn, National Geographic Connect, Math XL, Imagine Math, Discovery Education Techbooks, iCEV, and Precision Exams.
8. Unit members shall not be required to submit a written lesson plan to administration; however, unit members may be asked to provide site administration with an overview of the instructional topics they will be providing students along with the resources they will be utilizing. Unit members shall also ensure that site administration has access to the unit member's lessons via the unit member's selected instructional platform.
9. Unit members may collaborate as necessary and appropriate while they are engaged in Distance Learning. It is expected that collaboration meetings will be conducted in a manner that adheres to Center for Disease Control, Riverside County Public Health, and state guidelines. Recognizing this unique situation, time and manner of collaboration will not be determined by District or site administration.
10. The Parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers and other District staff to accommodate, and/or adapt lessons to meet the needs of students' Individualized Education Plan ("IEP") in a digital learning environment and ensure that lessons and activities are appropriate as documented in the student's IEP. Individual accommodations will be provided.

- a. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of Distance Learning resources as appropriate so that special education students have access to the same learning opportunities as other students to the extent possible.
 - b. Related service providers (Adapted Physical Education, etc.), will prepare Distance Learning activities that can be completed at home as appropriate.
11. The Parties acknowledge the need to comply with the legal requirements to conduct IEP meetings. The District and the Association further recognize the challenge that will arise should there be a requirement to complete all IEP within established timelines. In the event an IEP is scheduled, the special education teacher, general education teacher and all other necessary support providers who are required to attend may do so via telephone. The IEP will occur within the unit members' regular workday.
12. Counselors may provide appointments to students for academic counseling as needed. These appointments or conversations may be conducted via email or by telephone.
13. Current collectively bargained timelines for unit member evaluations and related components may be suspended for the remainder of the 2019-2020 school year. If observations were completed prior to the school closures on March 13, 2020, the evaluator and unit member shall complete the evaluation within established timelines. If observations were not completed prior to the school closure, the unit member's evaluation shall be suspended for the remainder of the 2019-2020 school year and shall be evaluated on their next evaluation cycle in 2021-2022.
14. Unit members are expected to act professionally at all times and follow the guidelines and policies of District approved professional standards.
15. Upon the State/County/District determination that schools are safe to re-open during the 2019-20 school year, and with approval of state Average Daily Attendance ("ADA") funding guidelines, the District shall provide all unit members a minimum of one paid workday to prepare for the return to the classroom with students. The District shall make a reasonable effort to ensure that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels.
16. Unit members shall not be required to make up additional professional assignments missed as a result of the emergency school closure.
17. Unit members who are exposed to the coronavirus and are required to be quarantined or who self-quarantine as directed by health officials, shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave. Unit members who are not available to work remotely may use any available sick leave or other applicable leaves consistent with the Collective Bargaining Agreement.
18. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
 - a. If a unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District's appropriate leave request procedures.
 - b. Unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to

self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

- c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the unit member will not be expected to perform work.
- d. Unit members who are part of vulnerable populations (i.e., employees 65 years and older, individuals with compromised immune systems, and individuals who have serious chronic medical conditions like heart disease, diabetes, and lung disease) shall not be required to report to a school site to complete work.

19. Throughout the school closures, unit members may access their classrooms during normal working hours as needed with prior notification to site administration.

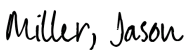
20. The Parties understand the school closures are very fluid and in the event the State of California deems alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.

21. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

22. This is a non-precedent setting agreement

This MOU shall expire on June 30, 2020, or at the conclusion of this coronavirus crisis, whichever comes first. But the MOU may be extended by mutual written agreement.

Association:

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 Jason Miller
 PSEA President

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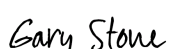
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 Debbie Georgianna
 PSEA Vice President

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 Kim Frieberg
 PSEA Second Vice President

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 Melanie Woodard
 PSEA Secretary

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 Gary Stone
 PSEA Treasurer

District:

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 Grant Bennett
 Superintendent

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 Candace Reines
 Deputy Superintendent, Business Services

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 Charles Newman
 Assistant Superintendent, Educational Services

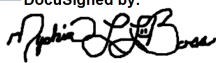
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 Kirk Skorpanich
 Assistant Superintendent, Human Resources

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 Joseph Williams
 Executive Director, Technology

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Myshia LeBoss

PSEA Director of Ethnic Minorities/LGBT