

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RIALTO UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIALTO
CHAPTER #203
CORONAVIRUS RESPONSE
April 15, 2020

This memorandum of understanding is entered into between the Rialto Unified School District (District) and the California School Employees Association and its Rialto Chapter 203 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic.

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. We agree that reasonable continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

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 utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained.

Unit members shall inform the Personnel Administration when they have been exposed to an individual who has tested positive, the unit member has been tested or 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.

- 2) The District will continue to provide information on public hygiene, and sanitation to help minimize the spread of the virus and will ensure that its facilities have supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, gloves and hand sanitizer) to the extent such supplies are available.

CSEA will cooperate with the District in any necessary public health actions, including, but not limited to, those actions recommended by federal, state, and local departments of public health. Unit members shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to their health or safety.

- 3) In the event a CSEA unit member is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage such unit member not to infect others by coming to work. Similarly, those unit members 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 under the law.

CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.

- 4) In accordance with law (see attached Exhibit 1), the District will provide leave according to the Families First Coronavirus Response Act (FFCRA or HR 6102).
- 5) In the event members are required to quarantine by the District, the members shall be paid their regular rate of pay. The District shall not deduct time spent in a District ordered quarantine from the members' leave allotment. This provision applies retroactively to all District directed quarantines required since March 2, 2020.
- 6) The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure; CSEA and the District shall negotiate the effects of said determination(s). In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Unit members who are not ill will not be required to use paid sick leave during the closure or curtailment. Upon determining schools are safe to open, the District shall provide 24-hour notice to all unit members to prepare for the return to work.
- 7) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Unit members that are identified and contacted by their immediate supervisor/Personnel Administrator as essential personnel required to support functions may be required to work remotely or expected to work physically on site. Other unit members not required to report to work shall be available to report to work within one hour and subject to direction by the District during their normal scheduled work day.
 - a. Effective March 23, 2020, unit members required to work on site during the closure, shall be paid a one-time stipend based on the level of interaction with people. Final determination of the appropriate stipend rest with the District. The stipend will be paid on August 15, 2020.

High level of interaction with people on a constant basis	\$45/day
Moderate level of interaction with people on a limited basis	\$35/day
Low level of interaction with people	\$25/day

- b. If a unit member is scheduled to work and they call off for the day, and another unit member is called in to work to replace them then the unit member called in will receive double the stipend for the day.
 - c. Unit members working from home will receive their current rate of pay. For those that are required to work remotely, unit members will be provided hotspots and District devices if requested and available.
- 8) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
 - 9) CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID -19 pandemic.
 - 10) The District may seek to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate the impacts and effects with CSEA.
 - 11) The District shall make reasonable efforts to accommodate requests by unit members who are parents to deal with a childcare provider or school emergency caused by COVID -19 related closure consistent with Labor Code section 230.8, or federal or state order.
 - a. This clause is in addition to Item 4 above.
 - 12) Evaluation due dates for employees that are not reporting to work will be extended by the number of days the District is closed. Evaluations for employees that are required to work will be extended by the number of days they do not work while the District is closed.
 - 13) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
 - 14) Should CSEA or a unit member contend the District has violated, misapplied or misinterpreted any provision of this MOU, it/they may file a grievance in accordance with Article IX of the Collective Bargaining Agreement.
 - 15) Compliance with further governmental orders: The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit members, and will bargain as needed over the effects of such further directives.
 - 16) This Memorandum of Understanding is effective April 15, 2020, through June 30, 2020. Should the need for this Memorandum of Understanding extend beyond June 30, 2020, the parties may mutually agree to extend this Memorandum of Understanding in additional 30-day increments.

It is agreed and understood that this agreement is subject to all approvals required by CSEA's 610 policy.

CSEA MOU-Coronavirus

Dated this 16th day of April, 2020

Association:



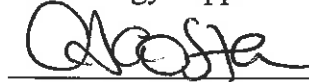
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Myesha Kennedy
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District:



Rhonda Kramer
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