

Memorandum of Understanding
Summer School Programs and Extended School Year Agreement 2021

This Memorandum of Understanding (MOU) is entered into by and between the Rialto Unified School District (hereinafter “District”) and the Rialto Education Association (hereinafter “Association”).

WHEREAS, on January 14, 2021, the California Department of Public Health (CDPH) released the “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year,” further outlining requirements and recommendations for safe reopening of in-person learning.

WHEREAS, on March 5, 2021, Governor Newsom signed Assembly Bill 86 into law, providing state aid to local educational agencies to promote expanded in-person learning opportunities for students.

WHEREAS on March 24, 2021, CDPH updated its January 14, 2021 guidance providing less-restrictive measures designed to increase opportunities for in-person learning.

WHEREAS, as of April 6, 2021, San Bernardino County is designated in the California Blueprint for a Safer Economy as being in the “moderate” or orange tier, with an adjusted case rate of 3.4 per 100,000 population.

WHEREAS, the District has historically offered summer school programs to its students for many years prior to the COVID-19 crisis.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE FOLLOWING PLAN WILL BE IMPLEMENTED FOR SUMMER SCHOOL AND EXTENDED YEAR PROGRAMS OPERATING IN A HYBRID OR IN-PERSON INSTRUCTIONAL MODEL:

1. The teacher hourly rate or per diem rate (whichever is greater) will be paid to all unit members volunteering to teacher summer school programs including special education programs (Extended School Year) from June 7 – July 30, 2021. This does not include professional development offerings not directly related to summer school program instruction.
2. The following safety conditions will be maintained for in-person instruction:
 - a. PPE will be provided for all unit members and safety measures will be in place.
 - All staff, students, and visitors on campus must wear a mask in order to enter District buildings and/or school sites, unless wearing a mask poses a health risk to that individual. A physician's note

may be required for anyone not wearing a mask, in which case a face shield must be worn.

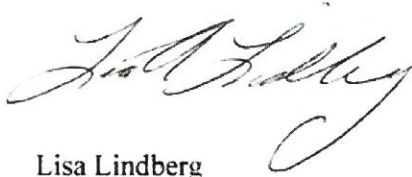
- One disposable mask and one reusable mask will be provided to every staff member and student. Additional masks will be provided as needed.
 - Hand sanitizer will be provided for every classroom.
 - Handwashing stations will be available for use in every elementary classroom without a sink; handwashing stations at the middle and high schools will be strategically placed throughout the campuses.
 - Disinfecting spray and towels will be provided for every classroom.
 - Desk shields will be provided for every student.
- b. Air purifiers will be available and in place in every classroom.
- c. Updated MERV-13 filters will be placed in all HVAC units.
- d. Daily screening and temperature checks for employees and students.
- Parents will be encouraged to administer a temperature check prior to their children leaving the house.
 - For bus riders, temperature checks will be administered by the bus driver prior to students boarding the bus. Parents will be notified by site administrators prior to the beginning of the summer programs that they (parents) must accompany students to the bus stop in case a student's temperature reading exceeds 100.4.
 - For non-bus riders, temperature checks will occur daily upon arrival to school. There will be designated entry points at each school. These entry points will be supervised by staff assigned to administer the temperature checks.
 - If a student has a temperature higher than 100.4, the student will be escorted to the Isolation Room and parents will be contacted.
 - Staff must complete the daily health questionnaire and have their temperature checked upon entering campus.
- e. The teacher's desk will be spaced six feet away from all students' desks; Students' desks at the secondary level will be at least three feet apart according to CDPH guidelines. Elementary student desks will be spaced at least six feet apart due to the fact students may eat in the classroom.
- f. Secondary level students will have a grab and go lunch; at the elementary level, breakfast may be eaten in the classroom or outside with six feet distancing. Lunch at the elementary level will be grab and go.

- g. Students attending summer programs are encouraged to bring their own water bottles; each teacher will be given a supply of water bottles for students who do not bring their own. Recycling of bottles will be collected by the site for redemption of funds.
- 3. The District Special Education Department and school sites will enroll students accordingly, based on students' needs and IEP requirements. Class sizes will be reduced by a minimum of 40% in the Extend School Year (ESY) program for summer 2021.

The circumstances of this MOU are related to the COVID-19 pandemic and pertains only to the dates outlined in this agreement (June 7 – July 30, 2021). All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

AGREED TO THIS 13th DAY OF APRIL, 2021

FOR THE ASSOCIATION



Lisa Lindberg
President

FOR THE DISTRICT



Rhea McIver Gibbs, Ed.D.
Lead Personnel Agent