

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
RIVERSIDE CHAPTER #506  
AND THE  
RIVERSIDE UNIFIED SCHOOL DISTRICT

Novel Coronavirus (COVID-19) Response  
March 18, 2020

This memorandum of understanding (MOU) is agreed between the Riverside Unified School District (the "District" or "RUSD") and the California School Employees Association and its Chapter 506 ("CSEA"), collectively, ("the parties") concerning the District's response to the Novel Coronavirus (COVID-19).

In response to the changing landscape presented by the Novel Coronavirus (COVID-19) outbreak, California Governor Gavin Newsom, acting on an emergency basis pursuant to Government Code 8567 and 8571, issued another Executive Order, N-26-20 ("Order") late Friday, March 13, 2020, addressing impacts of school closures. The District and the CSEA recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding school closure decisions.

The District has the right to take action on any matter in the event of an emergency. In accordance with Article 3 of Section XX of the Constitution of California, California Government Code 3100-3109, and RUSD Board Policy #4312.3, in the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property, and resources, all District employees are subject to disaster service activities as assigned to them by their supervisors.

To these ends, the District and CSEA agree as follows:

1. The District shall notify CSEA, as soon as practice, and in compliance with applicable law, should it learn of a confirmed, or likely, COVID-19 infection of District employees or students.
2. The District shall provide training to its classified bargaining unit members in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will make a reasonable effort to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer-if available). CSEA shall cooperate with the District in any necessary public health actions, such as contact tracking of infected individuals. Classified bargaining unit members are reminded of their duty to do assigned work absent of reasonable fears for their health or safety.
3. Classified bargaining unit members will not suffer a loss of pay or benefits relative to their regular schedules for the period of school closure or curtailment. In addition, Classified bargaining unit members receiving approved Stipends shall not suffer a loss of pay of their said stipend during the period of closure.

4. Any Classified bargaining unit members on an approved leave of absence, prior to and continuing through, the closure period shall not be amended, but rather will continue as originally approved.
5. The District shall honor the *Temporary Sick Leave Policy in Response to the Coronavirus (COVID-19)* attached hereto, and incorporated herein by this reference, as **Exhibit 1**.
6. In compliance with Governor Newsom's March 13, 2020 Executive Order, those classified bargaining unit members, including essential employee groups, at higher risk of serious illness from Coronavirus or who are over the age of 65 or immunocompromised through acute or chronic illness should isolate during the school closure period. [See **Exhibit 2** attached hereto, and incorporate herein, by this reference]
7. In the event that a classified bargaining unit member is not available during their normal work hours for the normal workday, the employee must notify the District according to current absent reporting procedures.
8. The District shall provide up to date, and thorough communication, to all classified bargaining unit members during the period of school closure. Such forms of communication shall include, but not be limited to, the following: District webpage, auto-dialers, telephone calls, emails, etc.
9. During any District closures or if any District operations are curtailed due to the COVID-19 pandemic, all classified bargaining unit members are to be available during their normal work hours on their normal workdays. Employees should be checking their RUSD email for updates throughout the workday. The District recognizes that certain classifications may need to work remotely as a last resort. CSEA and RUSD will engage in further discussions regarding this in the future.
10. In the event the period of closure is extended beyond the initial period (March 16, 2020 to April 30, 2020), due to a subsequent proclamation or executive order by a government entity, the District and CSEA agree to meet to bargain the impacts.
11. The District shall offer telecommuting training to those classified bargaining unit members, who may be identified as being able to perform their normal and customary duties through telecommuting.
12. CSEA recognizes and supports the District and the education community's efforts to maintain funding pursuant to Education Code §41422 and §46392 due to the current or any future closure of any District facilities due to the COVID-19 pandemic.
13. All provisions of the Classified Bargaining Agreement ("CBA") and/or past practices specifically modified as contemplated in this MOU shall automatically revert back to the CBA

and to the past practices previously in place prior to this MOU upon expiration of all emergency declarations by District, County, State of Federal directive or fiat.

14. CSEA #506 President and CSEA #506 Chief Job Steward will be notified of those classified bargaining unit members, and classifications, identified as essential personnel needed to support critical functions within the District. The classifications of essential personnel will be on the District's webpage ( ).

15. During any District closures or if any District operations are curtailed due to the coronavirus pandemic, the District will continue to provide essential services which necessitates the need for some CSEA bargaining unit members to report to work in support of both students and employees. These essential services include, but are not limited to, providing grab-and-go meals to our students, processing payroll for employees, processing payments for our business partners, and maintaining District facilities. The District shall communicate with classified bargaining unit members directly, if required to report. To meet these needs, the following CSEA bargaining unit member classifications, which is fluid and subject to change, have been identified as "essential staff" and may be required to report onsite:

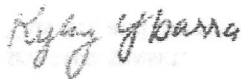
- Accounts Payable Clerk I's in Purchasing Department
- Administrative Secretary II M & O (other Administrative II as needed)
- All Facilities Planning & Development Department Employees
- All Nutrition Services Department Employees
- All Risk Management Staff
- Aquatic Facility Technician (1 to rotate needed Tuesdays and Friday)
- Attendance Technician
- CRC Custodian (added start date 3/17 to 3/20 only CRC shift)
- Data Quality Technicians (from Research, Assessment & Evaluation)
- District Office Custodian (added start date 3/17 to 3/20 only District Office shift)
- District Office Translators
- Electronic Technicians (as needed on call basis)
- Elementary Head Custodians (9:00 a.m. to 1:00 p.m.)
- Help Desk Analyst I/II/III's (to be determined by management)
- Integrated Pest Management Specialist (as needed on call basis)
- M&O Custodian
- Media Production Technicians (as needed on call basis)
- Payroll Technicians
- Plumber (as needed on call basis)
- Principal Secretary (as needed on call basis)
- Procurement Specialists in Purchasing Department
- Pupil Services Specialist - Transfers
- Refuse Vehicle Operators (working Tuesdays and Fridays)
- SAP Counselors (rotation)

16. As deemed practical by the District, classified bargaining unit members who are designated "essential staff" may be assigned to work on a rotating basis during this period of school closures. In addition, there shall be a reasonable effort made to equitably distribute the work among all bargaining unit members within each identified classification. The District will determine sites and assignments.

17. Nutrition Services Department classified bargaining unit members who are required to physically report to a District campus or worksite, and interface with the public, from March 16, 2020 through April 30, 2020, will receive their present rate of pay plus ½ rate of pay for hours actually worked on site. Other department/site classified bargaining unit members who are required to physically report to a District campus or worksite from March 16, 2020 through April 30, 2020, will receive their present rate of pay plus ½ compensatory time for the hours actually worked onsite. Accrued compensatory time may not exceed forty-two (42) straight time hours at any given time and must be taken within six (6) calendar months following the lifting of the Covid 19 related school district closure without impairing the services of the District. Compensatory time off which is not taken within the above period shall be paid for on the unit members' next regular pay warrant. Record of compensatory time shall be maintained on a form developed by the District.
18. All components of the current Collective Bargaining Agreement between CSEA #506 and Riverside Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
19. In the event the closure or curtailment seems likely to last more than one month the District and CSEA agree to meet to negotiate over further topics and provisions, including an extension of the current provisions contemplated in this MOU, if the Coronavirus pandemic or any emergency declaration is extended beyond that which is currently known or contemplated.

It is agreed and understood this agreement is subject to CSEA Policy 610 review and the approval of the Board of Education.

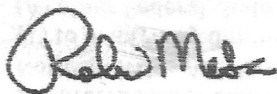
**FOR THE DISTRICT**



Kyle Ybarra  
Assistant Superintendent, Personnel  
Riverside Unified School District



Mays Kakish  
Chief Business Officer  
Riverside Unified School District

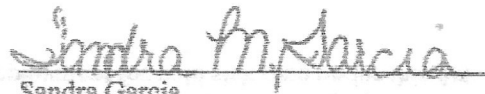


Robin Mesa  
Director V, Classified Personnel  
Riverside Unified School District

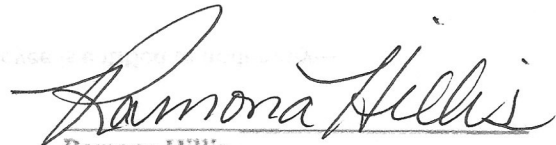
**FOR THE CSEA**



Anahi Chavez  
President, CSEA #506



Sandra Garcia  
CSEA, Chief Job Steward



Ramona Hillis  
CSEA, Labor Representative



**Exhibit 1**

**Temporary Sick Leave Policy in Response to the Coronavirus (COVID-19)**

All employees that are sick with a potential communicable illness, including but not limited to the Coronavirus (COVID-19), are encouraged to stay home to limit exposure to employees and the public. Employees with a fever are advised to exercise extreme caution and not return to work for a period of 24 hours following a fever of 100.4 or greater. Absences from work must be reported consistent with the department's current procedures for reporting absences from work.

Following the activation of the District's COVID-19 response plan the following policy will be in effect until modified or rescinded.

Employees will not be required to provide a physician's certification of illness, except as required below. This policy is temporary and non-precedent setting. The District will announce when this policy has been formally rescinded. Frequently asked questions related to this policy will be published as necessary.

**Employee is ill or voluntarily self-quarantined:** An employee that opts to not report to work at their own discretion due to potential COVID-19 illness or exposure, shall be required to use their paid time off benefits (sick, personnel business, personnel necessity, vacation, etc.) consistent with their bargaining unit agreement.

**Quarantined by a Public Health Authorities:** If an employee is quarantined by the County or City Health Department of the employee's county or city of residence because of the illness of another person, the absence shall be paid leave and shall not be charged to sick leave. In all other circumstances involving quarantine, the employee shall use sick leave. In all cases, the District shall require that the employee provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification, the absence shall be unpaid.

**Employee is required by Riverside Unified School District to stay home:** If an employee is not subject to official quarantine by public health authorities; however, the employee's Manager, Supervisor or Administrator has confirmed that an employee has symptoms associated with COVID-19 (fever, coughing and/or shortness of breath), the District may require the employee not to report to work or require the employee to telecommute. The Personnel Department shall be consulted prior to requesting an employee to not report to work. (In this scenario the employee will not be required to use their own paid time off (sick, personnel business, personal necessity, vacation, etc.)

**Employee is absent to care for a sick family member or for childcare:** Employees absent from work to care for an immediate family member or for childcare reasons shall follow existing leave and/or time off policies and shall be required to use their paid time off benefits (sick, personnel business personal necessity, vacation, etc.) consistent with their associations' bargaining unit agreement. To the extent operationally feasible, the Manager, Supervisor or Administrator may authorize the employee to temporarily adjust their work schedule to accommodate the employee's need. It is recommended that the Manager, Supervisor or Administrator consult with Personnel to ensure that the employee's schedule conforms to legal standards. Employee's unable to work their

regular scheduled number of hours must use their leave time consistent with their associations' bargaining unit agreement.

**If the District Closes Down to students only:** Employees will report as scheduled. If employees are sick or choose to stay home due to personal illness or concerns about the Coronavirus (COVID-19), they shall follow existing leave and/or time off policies and shall be required to use their paid time off benefits (sick, personnel business personnel necessity, vacation, etc.) consistent with their associations' bargaining unit agreement.

**If the District Closes Down completely:** Employees that are not able to work due to District closing down will be compensated as normal and will not be required to use any type of leave. **There could be classifications that have to work remotely.**

**Investigation of Sick Leave:** The District continues to reserve the right to make any investigation of a reported illness it deems necessary, even to the requiring of a doctor's note. This includes, but is not limited to, misuse of this policy or fraudulent reporting. All determinations of sick leave shall be made by following direct consultation with the Director of Certificated Personnel, Director of Classified Personnel, or their designee.

Exhibit 2

Letter that was sent out to all 65 and older employees.

March 17, 2020

Dear RUSD Employees,

As you are aware, the Riverside Unified School District ("RUSD" or the "District") Board of Education and Superintendent have taken action to close schools, cancel classes and any student-related activities effective Monday, March 16, 2020. The District will be closed through Friday, April 3, 2020, while we evaluate the appropriate path moving forward.

RUSD has continued to provide some essential services, which necessitates the need for some employees to report to work as normal, in support of both students and employees. Such services include providing two (2) meals per day to our students, processing payroll for employees, and processing payments for our business partners.

However, your health and safety are important to us. With that in mind, RUSD will adhere to the recommended guidelines from Governor Gavin Newsom that state "Californians who are 65 and older and all those with chronic conditions" should isolate for the time being. **In light of this, if you are 65 or older and/or have a chronic health condition and on the Essential Employee List, you should not report to work and your absence will be excused (with pay and benefits).**

During this closure, we appreciate you staying home and taking care of yourself. Please remember, you will not be allowed to come on to any RUSD owned, or leased, property (e.g., school campus, district office, etc.).

We will be meeting again on March 27, 2020. At that time, we will provide more information regarding our next steps. For updates, please refer to the Employee Updates Regarding Coronavirus (COVID-19) section on the Personnel Department page on the District website.