

MEMORANDUM OF UNDERSTANDING ADDENDUM

BETWEEN

THE REDLANDS UNIFIED SCHOOL DISTRICT

AND

THE REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA

This Memorandum of Understanding Addendum (“MOU”) is entered into by and between the Redlands Unified School District (“District”) and the Redlands Education Support Professionals Association/CTA/NEA (“Association”).

Whereas, the District and the Association (collectively, “The Parties”) enter into this Memorandum of Understanding Addendum regarding the 2020-21 school year and the impact of the Hybrid return to in-person instruction; and

Whereas, the District and the Association have been notified of *The California’s Safe Schools for All Plan* promoting the need to resume in-person instruction; and

Whereas, the District has engaged with the Association regarding the reopening of school as proposed by the *COVID-19 and Reopening In-Person Instruction Framework* and *Public Health Guidance for K-12 Schools in California, 2020-2021 School Year*;

Now, therefore, it is agreed by and between the Parties as follows:

Return to Hybrid In-Person Instructional Model

Hybrid In-Person Instructional Model

1. Stable groups will be established utilizing a fixed membership of students and staff adhering to the California Department of Public Health (CDPH) guidelines. Every effort will be made to equally distribute students from the same special education class into evenly balanced stable groups. Per CDPH guidelines, specialized support personnel are not counted in this ratio. One-to-one specialized services can be provided to a student by a support service provider that is not part of the student(s) stable groups. Specialized services include, but are not limited to, occupational therapy services, speech and language services, and other medical, behavioral services, or educational support services as part of a targeted intervention strategy.
2. Classified bargaining unit members will be provided with a Learning Hub for their school-aged child/children. The classified bargaining unit member’s child/children must abide by all safety protocols while attending the Learning Hub.
3. When meetings, screenings, and instructional testing are conducted in person, California Department of Public Health (CDPH) guidelines will be followed. If it is an in-person meeting, a classified bargaining unit member may elect to attend the meeting virtually.

Working Day and Professional Duties

1. Classified bargaining unit members experiencing extenuating circumstances or are

immunocompromised and have a doctor's order stating they should work from home, will engage in the Interactive Process to determine if the District can reasonably accommodate the work restriction. Additionally, Instructional Paraprofessionals and 1:1 Paraprofessionals may choose to work from home during any portion of their regular assigned workday in which the classroom(s) and student(s) they support are receiving Distance Learning instruction so long as their assigned teacher(s) do/does not require their support in-person.

2. All classified bargaining unit members that are in paid status and not on an extended approved leave or working from home between April 5, 2021, and June 10, 2021, will receive a stipend of \$300 for performing disinfecting duties as directed by their supervisor, in addition to their regular assigned duties during their established workday.
3. Classified bargaining unit members that volunteer and are assigned to short-term disinfecting and other classified substitute positions shall be compensated per Article 15.5 of the Collective Bargaining Agreement. The assigned substitute hours shall not result in overtime.
4. Classified bargaining unit members in paid status upon the signing of this MOU Addendum that were assigned to report to work prior to 5:30 a.m. in order to prepare for and assist with the Grab-and-Go meal distribution events throughout the 2020-21 school year and worked at least 50% of such events shall be paid a \$2,000 stipend, pro-rated for partial year of service.

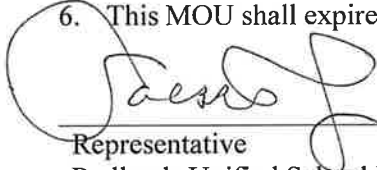
Safety Conditions

1. The District will provide necessary Personal Protective Equipment (PPE) to all classified bargaining unit members.
2. The District will provide training on all necessary Personal Protective Equipment (PPE) to all classified bargaining unit members prior to the PPE being needed.
3. School campuses will be disinfected after school every day. At the elementary level, classrooms will also be disinfected after each in-person class session. Disinfecting will occur throughout campus during school hours.
4. Students will be required to always wear face coverings. Students will be situated three (3) feet apart in distance in their classrooms or learning spaces.
5. The school site will provide necessary Personal Protective Equipment (PPE) including disposable face coverings to all students and will provide face shields, upon request.
6. Learning activities will ensure, to the extent possible, there will be a minimum space of six (6) feet between students and classified bargaining unit members. For classified bargaining unit members working with students who have an IEP, 504, or IST, distancing will be guided by services in those legal documents. The District will provide appropriate Personal Protective Equipment, upon request.

General Provisions

1. Classified bargaining unit members who are currently in paid status, effective upon signing of this MOU Addendum, will receive a one-time, \$1,500 or 5%, whichever is greater, off schedule payment, regardless of employment status (i.e., probationary, permanent, temporary), pro-rated for partial year of service.

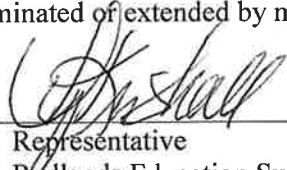
2. Any CNS employee who is requested and volunteers to drive their personal vehicle between sites will be reimbursed at the 2021 IRS standard mileage rate.
3. Effective March 29, 2021, all requested or required leaves related to COVID-19 from January 1, 2021, through September 30, 2021, will be in compliance with the 2021 COVID-19 Supplemental Paid Sick Leave (SB 95) which is attached to this Addendum as Exhibit "A." As a result of SB 95, District Paid COVID Leave is no longer in effect. Classified bargaining unit members will work directly with the Human Resources office to determine which leaves may be eligible under SB 95.
 - Full-time classified bargaining unit members that are unable to work due to any qualifying COVID-19 reasons outlined in SB 95 between January 1, 2021, and September 30, 2021, shall be entitled to up to 80 hours of SB 95 leave (pro-rated for part-time classified bargaining unit members).
 - Classified bargaining unit members shall submit an oral or written request to utilize SB 95 leave to the Human Resources office.
 - Classified bargaining unit members that were absent from work between January 1, 2021, through March 28, 2021, for any qualifying COVID-19 reasons outlined in SB 95 and as a result utilized any leave that was not fully paid, may submit an oral or written request to the Human Resources office to have such leave replaced with any SB 95 leave to which the classified bargaining unit member is entitled.
4. Should there be any changes indicated or contemplated due to new legislation, orders or policies issued by other governmental authorities, or unforeseen modifications to the current Collective Bargaining Agreement or this Memorandum of Understanding Addendum appear necessary, the Parties agree to meet and negotiate these impacts as soon as possible.
5. Aside from the provisions of this MOU Addendum, the Parties recognize that the recitals found in the MOU Revised Addendum dated January 6, 2021, and the current Collective Bargaining Agreement are still in effect. This agreement is non-precedent setting.
6. This MOU shall expire June 30, 2021, unless terminated or extended by mutual agreement.



Representative
Redlands Unified School District

4/13/21

Date



Representative
Redlands Education Support
Professionals Association/CTA/NEA

4/13/2021

Date

2021 COVID-19 Supplemental Paid Sick Leave

Effective March 29, 2021

Covered Employees in the public or private sectors who work for employers with more than 25 employees are entitled to up to 80 hours of COVID-19 related sick leave from January 1, 2021 through September 30, 2021, immediately upon an oral or written request to their employer. If an employee took leave for the reasons below prior to March 29, 2021, the employee should make an oral or written request to the employer for payment.

A covered employee may take leave if the employee is unable to work or telework for any of the following reasons:

- Caring for Yourself: The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace, has been advised by a healthcare provider to quarantine, or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- Caring for a Family Member: The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provided to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- Vaccine-Related: The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

Paid Leave for Covered Employees

- 80 hours for those considered full-time employees. Full-time firefighters may be entitled to more than 80 hours, caps below apply.
 - For part-time employees with a regular weekly schedule, the number of hours the employee is normally scheduled to work over two weeks.
 - For part-time employees with variable schedules, 14 times the average number of hours worked per day over the past 6 months.
- Rate of Pay for COVID-19 Supplemental Paid Sick Leave: Non-exempt employees must be paid the highest of the following for each hour of leave:
 - Regular rate of pay for the workweek in which leave is taken
 - State minimum wage
 - Local minimum wage
 - Average hourly pay for preceding 90 days (not including overtime pay)
- Exempt employees must be paid the same rate of pay as wages calculated for other paid leave time.

Not to exceed \$511 per day and \$5,110 in total for 2021 COVID-19 Supplemental Paid Sick leave.

Retaliation or discrimination against a covered employee requesting or using COVID-19 supplemental paid sick leave is strictly prohibited. A covered employee who experiences such retaliation or discrimination can file a claim with the Labor Commissioner's Office. Locate the office by looking at the [list of offices on our website](http://www.dir.ca.gov/dlse/DistrictOffices.htm) (<http://www.dir.ca.gov/dlse/DistrictOffices.htm>) using the alphabetical listing of cities, locations, and communities or by calling 1-833-526-4636.

This poster must be displayed where employees can easily read it. If employees do not frequent a physical workplace, it may be disseminated to employees electronically.

