

MEMORANDUM OF UNDERSTANDING
REDLANDS UNIFIED SCHOOL DISTRICT
AND
REDLANDS EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/CTA/NEA

This Memorandum of Understanding (“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 Parties recognize there is a need to close schools (“emergency school closure”) and move to an online/distance learning program and the use of “essential employees” only, to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the Novel Coronavirus (COVID-19) during the 2019-2020 school year;

Whereas, in response to the changing landscape presented by the 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;

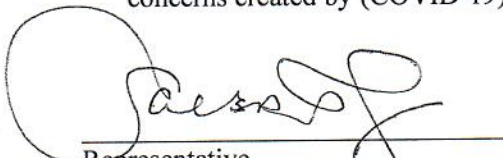
Whereas, the District and RESPA recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding school closure decisions;

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

1. Classified bargaining unit members will suffer no loss of pay or benefits relative to their contractual regular schedules for the period of school/district closure or curtailment. Hourly employees shall minimally receive their average weekly pay.
2. All Classified bargaining unit members are expected to be available to work during their regular contracted work hours. Unit members in paid status shall be available by phone and email during regular work hours and shall respond within one hour. If a member is to be called in, they shall have 24 hours’ notice prior to reporting to work. However, in an an emergency situation, unit members may be asked to report as soon as possible.
3. Unit members who have a doctor’s note indicating a higher risk for serious illness from coronavirus because of age or serious long-term health issues, shall not be required to report to a worksite during school closures, and shall be granted paid leave without deduction from accumulated sick leave, for the duration of the closure. However, any entitlement to “emergency sick leave” under HR 6201 during such a period shall be depleted.
4. Classified bargaining unit members deemed as “essential staff” will be expected to report to a worksite at the designated time/location and perform any assigned duties within their job description, as determined by the supervisor.
5. A list of all job classifications deemed “essential staff” and the number of staff needed in each position shall be provided to the Association within a reasonable amount of time of employees being asked to report.


6. Job classifications deemed “essential staff” shall be filled first by volunteers. If there are more volunteers than position(s) available, then the positions shall be filled by seniority. If there are not enough volunteers to fill position(s), then they shall be filled by reverse seniority. However, the ultimate decision on how positions will be filled may vary by circumstance during the crisis and the District reserves the right to make assignments.
7. Effective March 30, 2020, Classified bargaining unit members deemed “essential staff,” who are required to report to work in person, during the school closure, shall receive additional compensation no less than one and a half times their regular rate of pay. This amount is reportable income under Cal-PERS. The district retains the right to determine staffing needs.
8. The District shall work with “essential staff” to allow for increased physical distance between employees, including possible flexible work hours and other social distances strategies, including but not limited to discouraging employees from using other workers’ phones, desks, offices, workspaces, tools, and other equipment when possible.
9. The District shall take all appropriate health and safety measures for disinfection and sanitation of work sites and district offices before any bargaining unit members return to the worksite, other than those whose main duties include disinfection and sanitation. Unit members able to perform their duties from home will be allowed to do so at the District’s discretion.
10. Unit members whose main duties include disinfection and sanitation shall receive training and all the appropriate safety gear needed in order to safely carry out their job requirements.
11. The District will provide hand soap and hand sanitizer at every work site that has employees working during the school closure.
12. The District will ensure that all sinks (including those located in all bathrooms and cafeterias/kitchens) are functioning with hot water and kept stocked with soap and paper towels.
13. The District will ensure that all work locations are disinfected daily, if staff are present, during the coronavirus outbreak.
14. All closed worksite locations will be cleaned and disinfected before students or staff return those work sites.
15. When choosing cleaning products, the District shall consult information on Environmental Protection Agency (EPA)-approved disinfectants and/or county recommendations for cleaning. The District will also comply with Cal-OSHA guidelines.
16. Current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. Evaluation cycles will resume for the 2020-2021 year with those on that year’s rotation. No work performed during the term of this MOU shall be included in the evaluation. Employees are still expected to perform the essential functions of their job at a “Satisfactory” or “Above Satisfactory” level and the District reserves the right to counsel and/or activate the disciplinary process, if necessary.

17. The District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") in order to mitigate the loss of ADA funding. In the event the State of California or the District's Board of Education determine the need for alternative calendar requirements for schools in response to COVID-19, the parties agree to initiate negotiations on the impacts.
18. The District shall provide up to date, 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.
19. All components of the current Collective Bargaining Agreement between Redlands Education Support Professionals Association and Redlands Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
20. The District and/or Association reserve the right to negotiate any additional impacts of school or work site closures in the 2019-20 school year.
21. This MOU shall expire on June 30, 2020, or when both parties agree the health concerns created by (COVID-19) pandemic have passed.



Representative
Redlands Unified School District

3/30/2020
Date



Representative
Redlands Education Support
Professional Association/NEA

3/30/2020
Date