

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE CITY TEACHERS ASSOCIATION AND
RIVERSIDE UNIFIED SCHOOL DISTRICT
August 20, 2021

RCTA MOU Health and Safety 2021 Fall

This memorandum of understanding (“MOU”) is agreed between the Riverside Unified School District (the “District” or “RUSD”) and the Riverside City Teachers Association (“RCTA”), collectively, (“the parties”).

As the State of California and local government officials provide information regarding the mitigation measures needed for schools for the 2021-2022 school year, the Parties recognize that there are negotiable effects of the plan to reopen District schools for the 2021-2022 school year.

For purposes of this Agreement, the Parties recognize the need to implement or increase health and safety measures that are in place for the 2021-2022 school year. For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout the District school sites to ensure a safe opening of schools for RCTA certificated employees. The health and safety provisions of this Agreement are intended to include, update, and replace the health and safety measures agreed to by the Parties in the March 31, 2021 MOU.

The parties agree to refer to the RUSD 21-22 Safe Return To In-Person Instruction and Continuity of Services for specific health and safety information and protocols.

Health and Safety Directives:

- The District will maintain compliance with Local Orders and will follow State and County Orders that allow schools to physically reopen and remain safely open.
- The District will provide sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for RCTA certificated employees.
- The District will provide hand sanitizer, soap, and paper towels for each classroom or workspace in which an RCTA certificated employee works.
- Both parties recognize that state and county guidelines are constantly changing. The parties agree to meet and update this MOU as needed to address changing guidelines.

Addressing Positive COVID-19 Cases

Exposure to COVID-19: In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials and follow the CDPH Guidelines for Schools related to quarantine and notification outlined in our RUSD COVID-19 Safe Return to In-Person Instruction Continuity of Services Plan. RUSD 21-22 Safe Return To In-Person Instruction and Continuity of Services

Personal Protective Equipment

- **Face Coverings:**

1. Face coverings are required to be worn by all students and staff while students are present on campus following current guidelines from the California Department of Public Health (CDPH) unless there is medical documentation that wearing the face covering is unsafe for the individual. The District will provide reasonable accommodations to certificated employees who are unable to wear a face covering for medical reasons through the ADA process.
2. The district will supply each employee with a 3 ply disposable mask. Employees may request a face shield and drape to be used in lieu of a mask if desired. The District will provide face coverings to students who do not have one. The school site/classroom supply of face coverings will be replenished by the District upon request. Certificated employees should direct requests for PPE to their site principal or department supervisor.
3. Fully vaccinated employees are not required to wear a mask when students are not present. Employees who are not fully vaccinated or have declined to state their vaccination status must wear a mask while indoors on campus in the presence of other employees in accordance with CDPH and/or Cal/OSHA requirements.
4. In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure that employees have sufficient access to hand washing and sanitizer. The District will ensure hand sanitizer is available at or near all workstations.

Cleaning and Sanitizing

1. The District shall ensure that all District classrooms, restrooms, and workspaces are cleaned consistent with the District cleaning protocols, including but not limited to cleaning desks, door knobs, light switches, faucets, and other high touch surfaces using a disinfectant approved by

- the EPA for use on the Corona Virus, as recommended by federal, state and/or local health officials.
2. Certificated employees will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment. Requests for additional disinfectant supplies should be directed to your site principal or department supervisor.
 3. Hand sanitizer that meets CDPH guidelines will be provided and regularly restocked in each classroom/workspace.
 4. School campuses will have water bottle filling station(s) and students will be provided with a reusable water bottle. Water fountains will be used for refilling water bottles instead of having students drink directly from them.

Employee Absences

1. Certificated employees who exhibit symptoms that are consistent with COVID-19, and who are sent home from work by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
2. The District will notify employees of the additional leave rights to which they are entitled under the California Supplemental Paid Sick Leave (which currently expires September 30, 2021) and all other leaves to which they are entitled. Certificated employees who have or may have been exposed to the coronavirus and are required to quarantine or isolate, may use applicable state and federal COVID related leave laws prior to utilizing their own sick leave.
3. If it is determined through contact tracing done by RUSD COVID cluster nurses and in conjunction with Riverside County Public Health officials that a certificated employee was exposed at their workplace and needs to quarantine, if the employee becomes ill due to exposure or is-determined through the tracing that their exposure was related to a positive test result, the RUSD Personnel Department will place the employee on paid administrative leave and they will not suffer a loss of pay.

Employee COVID Testing and Vaccination

1. The District will continue to seek opportunities to participate in partnerships with other agencies to provide certificated employees with opportunities to access vaccines.
2. RUSD will contract with an outside company to provide surveillance testing of employees to the extent and with the frequency required by state and local guidelines, which currently provide for asymptomatic surveillance testing.

3. Certificated employees will be required to provide RUSD proof of their vaccination status by October 1st 2021 per the CDPH order that went into effect on August 11th. Certificated employees who decline to share their vaccination status will be treated as unvaccinated.
 - o Unvaccinated certificated employees will be required to comply with RUSD procedures for weekly COVID-19 testing. (refer to MOU *Covid-19 Vaccination Verification or Testing* dated August 20, 2021)
 - o RUSD will keep vaccination status and testing requirements confidential.
 - o Certificated employees who test positive for COVID-19 will be permitted to use any and all leaves to which they are entitled under state and federal law.

Ventilation and Filtration

1. In-person instruction will occur in locations with properly maintained HVAC systems equipped with MERV-13 filters. Filters will be replaced according to manufacturer recommendations.
2. RUSD will ensure that all vents are cleaned.
3. Classrooms and workspaces will be allowed to keep doors open and the district will override the HVAC shut off to maximize ventilation.
4. Classrooms that do not have MERV-13 filters will be provided with air purifiers as outlined in the RUSD 21-22 Safe Return To In-Person Instruction and Continuity of Services plan.

The MOU is not intended to establish a past practice or establish a precedent for any purpose.

The District and RCTA consulted and negotiated on the creation of this MOU. The District agrees to continue to consult and negotiate with the RCTA through the RCTA President or designee over any substantive changes to the law and State and County health orders that impact the working conditions of RCTA members.

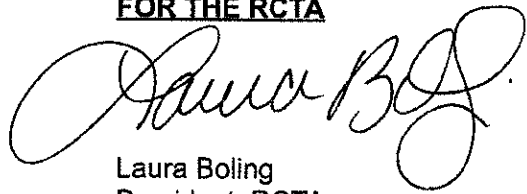
This MOU expires on December 31, 2021, unless the Parties mutually agree to extend it.

FOR THE DISTRICT



Kylee Ybarra
Assistant Superintendent, Personnel
Riverside Unified School District

FOR THE RCTA



Laura Boling
President, RCTA