

MEMORANDUM OF UNDERSTANDING
between
RIVERSIDE UNIFIED SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS RIVERSIDE CHAPTER 506
regarding
JUNETEENTH DAY OF OBSERVANCE

Terms and Conditions: This Memorandum of Understanding ("MOU") is made and entered into on May 5, 2022, between the Riverside Unified School District (hereinafter referred to as "District") and the California School Employees Association and its Riverside Chapter 506 (hereinafter referred to as "CSEA", collectively, "Parties").

RECITALS

1. On Friday, June 18, 2021, President Biden proclaimed June 19, 2021 as Juneteenth Day of Observance ("Juneteenth");
2. In conjunction with President Biden's proclamation, Congress also approved a law to recognize Juneteenth as a new, ongoing federal holiday;
3. The California Legislature and Governor have not, as of the date of this MOU, added or expressly appointed Juneteenth as a school holiday under Education Code 37220. The Parties expect any question regarding the status of Juneteenth to be resolved through legislative action or pending litigation in the near future, and until that time, share a mutual interest in recognizing Juneteenth as a paid holiday for CSEA unit members on June 19, 2021 (celebrated June 18, 2021) and June 19, 2022 (to be celebrated June 20, 2022).

TERMS

The Parties agree as follows:

1. June 18, 2021: For the year of 2021, and in lieu of any other remedy, claims or damages, classified unit members-who were required to work on June 18, 2021, and those who were in paid status during any portion of the working day immediately preceding or immediately succeeding June 18, 2021, will be provided one day of compensatory time off. The unit member shall provide notice of the day to be taken as compensatory time off in the same manner as vacation scheduling.
2. June 20, 2022: For the year of 2022, and in lieu of any other remedy, claims or damages, classified unit members-who are required to work on June 20, 2022, and those who are in paid status during any portion of the working day immediately preceding or immediately succeeding June 20, 2022, will be provided one day of compensatory time off. The unit member shall provide notice of the day to be taken as compensatory time off in the same manner as vacation scheduling.

3. Compensatory time off for 2021 and 2022 shall be used by classified unit members prior to May, 31, 2023.

4. Future holidays: The Parties expect any question regarding the status of Juneteenth to be resolved through legislative action or pending litigation in the near future. The Parties mutually agree to revisit this MOU annually. After final legislative action or a binding court decision, the Parties will meet and negotiate any negotiable aspects of Juneteenth in good faith, as required by the Educational Employment Relations Act.


5. Except as expressly stated above, this MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative, or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

6. CSEA agrees that this MOU satisfies any existing obligation of the District to provide unit members with the benefit of a paid holiday for Juneteenth during the 2020-2021 and 2021-2022 school years. CSEA therefore expressly waives any right to pursue or join in any grievance, unfair practice charge, lawsuit or any other legal proceeding on behalf of itself or bargaining unit members, regarding the issues addressed by this MOU.

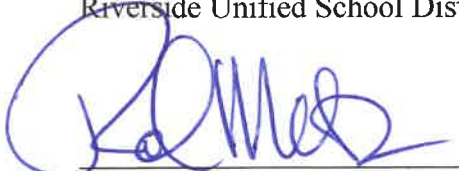
This MOU constitutes the full and express agreement between the Parties with respect to the subject matter hereof. There exists no other agreements, promises, inducements, or understandings other than those provided herein.

This is a tentative agreement pending the ratification per CSEA policy 610 and the District's Board of Education.

For the District



Kylee Ybarra
Assistant Superintendent, Personnel
Riverside Unified School District



Robin Mesa
Director, Classified Personnel
Riverside Unified School District

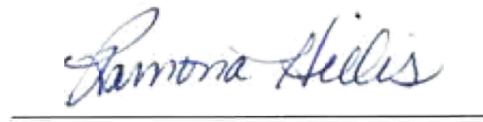


Erin Power

For the Association



Joy Hurst
President, CSEA #506



Ramona Hillis
CSEA, Labor Representative



Elvia Romero




Ken Mueller



Nina Ingurgio



Hayley Calhoun



Jose Ortiz



Shani Dahl



David Tovar