

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COTATI - ROHNERT PARK UNIFIED SCHOOL DISTRICT**  
**AND**  
**ROHNERT PARK EDUCATORS ASSOCIATION**  
**REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING**  
**THE 2021-2022 SCHOOL YEAR**

**October 21, 2021**

The Cotati-Rohnert Park Unified School District (“District”) and the Rohnert Park Cotati Educators Association (RPCEA) (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the reopening of schools during the 2021-2022 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-isolate, and/or the District may need to quarantine a group of students, or classroom, or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2021-2022 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act.

The Parties agree to the following:

**1.0 DEFINITIONS**

1.01 “Fully Vaccinated” - people are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen ).

- 1.02 “Quarantine”- restricts the movement of persons who were exposed to COVID-19.
- 1.03 “Isolation” - separates those infected with COVID-19 from people who are not infected.
- 1.04 “Close contacts” - in contact for more than 15 minutes over a 24-hour period within 0-6 feet indoors
- 1.05 “Class/Classroom” - a group of students assigned to a specific Unit Member.

## **2.0 ADHERENCE TO HEALTH AND ORDERS**

2.01 The District shall adhere to current COVID-19 requirements and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), Sonoma County Department of Public Health (“SCDPH”).

2.02 In the event that requirements change, the District will notify the RPCEA president on any change of working conditions within 48 hours.

## **3.0 MASKS & PPE**

3.01 Students, staff, and visitors must wear masks that comply with public health guidance for face coverings and provide equivalent protection to the mask requirements of the District.

3.02 Mask requirements will be enforced. Those students who repeatedly refuse to wear a mask or not wear it properly will be referred to administration. Click here for the Teacher Response to Student Not Wearing a Mask document.

3.03 CDC approved KN-95 masks, and face shields and/or eye goggles are readily available and will be provided to designated staff. N95 masks will be ordered and provided to nurses and other certificated staff caring closely for individuals with COVID-19 like symptoms in an isolation tent immediately upon order fulfillment. N95 respirators shall be fit-tested.

3.04 The district shall follow CDPH requirements for non-instructional and extracurricular activities on school grounds. In the event that SCDPH issues additional requirements, the district shall follow those requirements and communicate them to unit members.

## **4.0 PHYSICAL DISTANCING**

4.01 Physical distancing is no longer a CDPH requirement, but in the event that it changes, the district will follow current requirements.

## **5.0 VENTILATION**

5.01 The District shall ensure all HVAC systems meet Cal-OSHA COVID-19 Prevention Emergency Temporary Standards. If a HVAC system is not functioning properly, the Unit Member should promptly put in a maintenance ticket and inform their site administrator.

## **6.0 STAYING HOME WHEN SICK, GETTING TESTED, AND QUARANTINE**

6.01 All Unit Members shall follow the CDPH K-12 Guidance 2021-22 School Year regarding health screenings.

6.02 The District will follow the applicable CDPH required procedures to determine the appropriate response to COVID symptoms, close contacts, and positive tests.

## **7.0 SCREENING AND TESTING**

7.01 Unit members that have not provided proof of vaccination by September 24, 2021, shall be required to undergo weekly COVID-19 testing. All Unit Members shall be provided the opportunity for free, onsite COVID-19 testing at no charge.

7.02 The district shall comply with all HIPAA and confidentiality requirements regarding unit member testing.

## **8.0 CASE REPORTING, CONTACT TRACING AND INVESTIGATION**

8.01 Upon notification that an employee or student has tested positive for COVID-19, the District shall follow the Sonoma County Department of Public Health contract tracing requirements, outlined at [COVID-19 Testing & Tracing in Sonoma County - Sonoma County Emergency and Preparedness Information](#). All persons who may have come in close contact with the infected individual shall be notified.

8.01.1 The District shall adhere to the AB 685 requirements to notify the Association President of the location(s) positive COVID19 test occurred. The Association President shall maintain the confidentiality of this information as required by law.

8.02 At secondary sites where students are a mix of unvaccinated and vaccinated individuals, two separate isolation tents will be provided, one for vaccinated and one for unvaccinated.

## **9.0 HAND HYGIENE**

9.01 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

9.02 All individuals shall be encouraged to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

## **10.0 CLEANING**

10.01 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned pursuant to the most current [CDC cleaning requirements](#).

10.02 The District shall clean AND disinfect all spaces occupied by a person with COVID-19 as required by Cal OSHA COVID-19 Prevention Emergency Temporary Standards.

10.03 Daily cleaning shall be done by trained custodial personnel. Certificated Unit Members shall not be required to perform daily cleaning and disinfecting.

10.04 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal OSHA.

## **11.0 INSTRUCTION & STUDENT ABSENCES**

11.01 The parties recognize that teaching and learning will occur daily in-person. Teachers shall maintain a daily seating chart for each class, and maintain that chart, to help facilitate any contract tracing that may be required. Seating charts will be submitted to their site administrator.

11.02 In the event that a student must be absent for an extended period of time, up to fourteen days, due to self-quarantine, isolation, or illness, the Unit Member will provide an independent study plan.

11.02.1 Teachers will be compensated at the extra duty rate in the Collective Bargaining Agreement (CBA) for two hours for each occurrence of an extended absence (as defined in 11.02) to provide for up to 14 instructional days worth of work. Occurrence is defined as students having to stay at home due to conditions described in 11.02. An occurrence could involve more than one student in the class. For example, on Monday, three students in a class have to quarantine (one occurrence). On Wednesday, two additional students from the class have to quarantine, which is a separate occurrence. If a student has a teacher for more than one class (i.e. English and Social Studies), this is still one occurrence. Teachers fill out a timecard for two hours per occurrence.

11.02.2 Unit Members must provide an independent study plan to student(s) per occurrence in order to be compensated.

11.02.3 Unit Members must provide a copy of student work for each independent study plan. Members will be paid 1 hour of extra duty rate compensation for all occurrences of retroactive independent study plans ranging from September 1, 2021 to September 30, 2021.

## **12.0 FAILED SUBSTITUTE COVERAGE**

12.01 The district will provide certificated supervision for students if certificated staff members are absent. A unit member who volunteers to cover during his/her prep period may elect to be compensated based on the equivalent of the actual time covered. Unit members will be compensated at \$50 per hour, to be paid in 15 minute increments, rounded up to the nearest 15 minutes, for choosing to cover a class during a prep period, or losing a prep period. The \$50 per hour will not be retroactive and will begin the date the MOU is signed by all parties.

12.01.01 The member will fill out a time card indicating the date, time, and the teacher they covered for during his/her/their prep time (secondary) or prep time that was missed due to lack of prep period (elementary), as well as the member's choice of compensation. The member will keep the "yellow" form of the timecard as a receipt. The timecard will be submitted to the office staff who will record, verify and forward to the District business department. Members will be paid the extra duty rate each month or compensated for sick leave at the end of the school year for covered or missed prep.

12.01.02 RPCEA members have been compensated in the past for missed/covered prep with sick time, and they are still able to be compensated in this manner under the current CBA. RPCEA members will utilize a timecard to track their hours and clearly denote on the timecard that they wish to be compensated with sick time. The RPCEA member will retain a copy for their records, then give the time card to the office manager.

## **13.0 VISITORS**

13.01 The district will follow CDPH requirements regarding visitors.

## **14.0 HEALTH SCREENING**

14.01 The District shall follow CDPH requirements regarding health screenings.

14.05 All students and staff will be trained on these protocols and procedures.

## **15.0 LEAVES**

15.01 The district will extend the ten (10) COVID-19 related days from FFCRA and the CA COVID-19 Supplemental Paid Sick Leave through December 31, 2021 for members that are vaccinated only.

## **16.0 TESTING REQUIREMENTS**

### Progressive Steps of Failure to Test:

- a. Unit members who decline to be vaccinated and or decline to verify vaccination status are subject to weekly testing requirements and shall be subject to the following progressive actions.
  - i. One missed testing appointment shall result in a phone call or email from the Human Resources Department staff to direct the unit member to schedule another testing appointment. The unit member may be excluded from work until the next scheduled appointment utilizing the unit member's leave banks including personal necessity leave, sick leave or taking unpaid leave, at the unit member's option. If a bargaining unit member misses a scheduled testing appointment the District and employee shall work to reschedule the testing within the same week, if possible, to avoid the bargaining unit member being excluded from work.
- b. If the unit member fails to appear at the rescheduled testing appointment, or refuses to schedule a new appointment, the unit member shall meet with a District administrator on a date/time set by the District during the unit member's working hours. The unit member shall be entitled to union representation at this meeting. The purpose of this meeting shall be to discuss the District's COVID testing policy and decide on the best option for that unit member employee.
  1. The unit member may choose to:
    - a. be vaccinated or,
    - b. submit to District's mandated weekly testing or,
    - c. resign in lieu of termination from their position with the District or,
    - d. be subject to termination for cause for noncompliance with the District's COVID-19 testing policy.

## **17.0 COMMUNICATION**

16.01 The District will provide uniformed and aligned information regarding the aforementioned requirements to Unit Members, staff, and families on a monthly basis or promptly of any changes to CDPH or SCDPH requirements.

**18.0 RIGHT TO NEGOTIATE**

Due to the evolving nature of the pandemic, RPCEA and the district reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

**19.0 SUNSET OF THIS MOU**

19.01 The parties mutually recognize the extraordinary circumstances caused by the COVID19 pandemic and there, mutually agree that the terms and provisions of this MOU are not precedent setting and neither expands no contracts the scope of what the parties are, or were, required to bargain before the Emergency declarations arising from the COVID19 pandemic.

19.02 This MOU will set at the close of business on June 30, 2022 unless mutually extended, or shortened, in writing by the parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

*Denise Trautaglia*

*Mayra Perez*

Date

Date

2021-10-31

2021-10-31

# Signature Certificate

Document Ref.: RLFMF-D6CM5-GXORH-JEOR7

Document signed by:

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