

**Memorandum of Understanding Between**  
**Cotati-Rohnert Park Unified School District (“The District”)**  
**And**  
**Service Employees International Union, Local 1021 (“SEIU”)**

March 19, 2021

In light of the COVID-19 pandemic, both parties agree as follows regarding the reopening during the 2020-21 school year:

**1. Terms and Conditions**

- 1.1. The terms and conditions in this MOU are intended to address working conditions for unit members providing any in-person instruction/services during the COVID-19 pandemic. The hybrid/in-person MOU shall apply to the terms/conditions of a unit member’s in-person assignment.

**2. Testing**

- 2.1. The District shall offer COVID-19 testing for all unit members at least every eight weeks. 25% of all District staff may be tested every two (2) weeks at no cost to staff. The District shall promote a testing schedule and information for unit members to get testing through free county testing sites and/or their own health providers. Unit members will work with their site supervisor to arrange for COVID-19 testing during their workday.
- 2.2. The District will notify unit members of known workplace exposures as soon as possible and provide options for testing (District, Community Clinic or Healthcare providers) at no cost to unit members.

**3. Vaccinations**

- 3.1. The parties recognize there is a need to create a safe work environment for all bargaining unit members by making available and encouraging staff to be vaccinated against COVID-19.
  - 3.1.1. All bargaining unit members shall be eligible to receive the COVID-19 vaccine;
  - 3.1.2. The District shall prioritize availability of the vaccine to staff already working onsite;
  - 3.1.3. The District shall actively support and assist in coordinating the administration of the COVID-19 vaccine to staff, including the measures listed below;
    - 3.1.3.1. The District shall communicate with Unit Members in writing about the availability of the COVID-19 vaccine to them, including

where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;

- 3.1.3.2. The district may communicate with Unit Members by telephone if residual vaccine doses are available.
- 3.1.4. The District shall provide information for staff to receive vaccination(s) against COVID-19.
- 3.1.5. The District shall provide for staff to be vaccinated during their work hours, if necessary, with no loss of pay for up to 90 minutes.
- 3.1.6. The District shall ensure that every Unit Member has been offered the COVID-19 vaccine. Unit Members may elect to receive the full course of the COVID-19 vaccine, including the recommended period for optimal immunity, prior to being required to return to In-Person Instruction.

#### **4. Working Conditions During Hybrid/In-person Instruction/Service**

##### **4.1. Safety Training**

- 4.1.1. Before students return to in-person learning, unit members will be provided adequate safety training.
- 4.1.2. The topics for safety training will include, but not be limited to:
  - 4.1.2.1. Reinforcing the importance of health and safety practices and protocols;
  - 4.1.2.2. Cleaning and disinfecting protocols, cleaning supplies and equipment;
  - 4.1.2.3. Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
  - 4.1.2.4. Health screening protocols and procedures;
  - 4.1.2.5. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - 4.1.2.6. Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
  - 4.1.2.7. Protocols on responding to a student or staff member testing positive for COVID-19; and
  - 4.1.2.8. Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

##### **4.2. Face Coverings**

- 4.2.1. All unit members will be required to wear face coverings on campus in accordance with the California Department of Public Health (CDPH) guidelines as applied to schools.
- 4.2.2. The District will provide face coverings for all unit members. Unit members may opt to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.

- 4.2.3. Unit members shall be provided adequate personal protective equipment (PPE) while at their worksite, including, but not limited to, face coverings (to the extent available SCOE to provide N-95 masks, KN-95 masks when N-95 masks are unavailable), gloves, gowns, disinfecting supplies, handwashing supplies, and hand sanitizer.
- 4.2.4. Sanitizing supplies shall be made available to all unit members for their workspaces. Unit members shall not be expected to do daily cleaning.
- 4.2.5. The District shall have sufficiently necessary supplies in reserve at each work site as to ensure immediate access to PPE by bargaining unit members upon request.
- 4.3. Unit members will fully return to work on campus for contracted hours on March 29, 2021. In the event that a unit member requires flexibility up until the return to student in-person learning, unit members will work with their site administrator.
- 5. **Unsafe Working Conditions**
  - 5.1. Consistent with the law, all employees shall have the right to refuse to perform work that would violate Cal/OSHA health or safety regulations by creating a “real and apparent hazard” provided they first notify their supervisor in writing such refusal and the basis therefore. The District shall not retaliate against employees who invoke their rights under the Cal/OSHA health or safety regulations.
  - 5.2. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).
- 6. **Red Tier**
  - 6.1. The District will adhere to current public health guidance applicable to schools, which may include but is not limited to stable groupings and physical distancing.
  - 6.2. **Specialized Services**
    - 6.2.1. Specialized services (either individual or small, stable groups) can be provided by a support service provider that is not part of the student’s cohort. “Specialized service” includes but not limited to: occupational therapy services, speech and language services, and other medical, behavioral, or educational support services as part of a targeted intervention strategy.
    - 6.2.2. The number of students from different cohorts with which specialized services providers may meet on a daily basis will be consistent with the most current CDPH Cohorting Guidance.
    - 6.2.3. Specialized service providers may schedule up to 15 minutes between student meetings for cleaning.
  - 6.3. If a unit member believes that minimum physical distancing cannot be maintained, the unit member shall notify the site administrator to discuss health and safety measures, including but not limited to, additional PPE.

6.4. In the event a cohort is without a teacher or substitute for in-person learning, a unit member may supervise a group of in-person students while virtual instruction is provided by the teacher or substitute. In no event shall two (2) cohorts be combined to provide instruction, nor shall a cohort be divided and moved into other cohorts.

**7. Orange Tier**

7.1. The District will adhere to current public health guidance applicable to schools, which may include but is not limited to stable groupings and physical distancing.

**8. Contact and Exposure**

8.1. The District will adhere to current public health guidance regarding contact and exposure.

8.2. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in close contact with the infected individual shall be notified. The District shall also notify SEIU of the work site(s)/location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period. If school closure is recommended by the local Public Health Department, the District and SEIU may bargain the impact and effects of the closure.

**9. Evaluations**

9.1. The language in the CBA will apply, but language will be attached to the evaluation that “These evaluations took place during COVID-19 while special accommodations were in place.”

**10. Meetings**

10.1. The District reserves the right to require in-person meetings if needed, as long as all applicable public health guidance can be implemented. However, the District should provide an online meeting option to unit members that have been exposed to COVID-19, suspect or have COVID-19, or do not feel safe to attend an in-person meeting.

**11. Leaves**

11.1. For unit members to care for self or others: Both parties agree to revisit leaves should there be updated legislation as of the date of the signed MOU. Pending future legislation, both parties shall agree to renegotiate any provisions for leave due to COVID-19.

11.1.1. The District’s COVID-19 Check-In shall be completed daily and all staff members that exhibit a symptom or symptoms that have not provided a doctor’s release should stay home.

- 11.1.2. Unit members who were in leave status (e.g. FMLA) prior to or during the COVID-19 school closure may remain in leave status for the duration of their leave and/or as prescribed by their physician.
- 11.1.3. The District may schedule an interactive meeting for unit members who seek leave due to COVID-19 to discuss available leave options available by law and their collective bargaining agreement.
- 11.2. When a unit member is not permitted to work due to a confirmed safety screening (i.e., high temperature or positive report of key symptom), or the unit member reports to work and during their work shift, demonstrates COVID-19 symptoms which are unusual for that employee, the unit member will be released from work for that day. Human Resources will follow-up with the unit member with an Interactive Meeting regarding returning-to-work per CDC/CDPH current guidance. While a unit member is experiencing COVID-19 and is seeking a medical diagnosis remote work will be made available subject to availability. If such work is declined or not available, the unit member shall draw from available leave. If, however, a unit member who does not exhibit COVID-19 symptoms and/or has not tested positive for COVID-19 is ready, willing, and able to work, but is nonetheless directed by the site supervisor not to work, then unit member will not have their accrued leave docked.

## **12. Safety**

- 12.1. To ensure employee safety, the District shall require use of face coverings for all students, staff, and visitors who enter District facilities, in compliance with relevant public health guidelines applicable to schools, and relevant disability law. These safety measures shall be enforced by the District administrators and managers.
- 12.2. Reporting Concerns
  - 12.2.1. Bargaining unit members must initially report health/safety concerns to their site administrator to allow for resolution at the lowest possible level.
- 12.3. Cleaning
  - 12.3.1. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective cleaning products necessary, as recommended by federal, state, and/or local health officials.
  - 12.3.2. Shared work spaces and equipment (copy machine rooms, break rooms, staff lounges, etc.) shall be cleaned daily when any unit members are required to be on their worksite(s). Unit members who share computers with others shall be provided with extra PPE supplies.
  - 12.3.3. Staff restrooms will be cleaned multiple times per day during the duty day, if applicable.
- 12.4. Handwashing

- 12.4.1. All individuals will be required to wash their hands, or utilize the available hand sanitizer, when they enter or leave an indoor workspace, including classrooms, offices, and the cafeteria.
  - 12.4.2. All sinks will be equipped with running water, hand soap, and single-use paper towels, and/or hand sanitizer.
  - 12.4.3. Every classroom and indoor workspace will be equipped with hand sanitizer with at least 60% alcohol.
  - 12.4.4. Hand sanitizer will be provided at each student check in point on campus.
  - 12.4.5. The supplies noted above will be replaced as soon as practicable, and will be checked and restocked as part of normal custodial rounds.
- 12.5. Ventilation
- 12.5.1. The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour and open outdoor air dampers to maximum as indoor and outdoor conditions safely permit. Air filters shall be the highest MERV rating allowed for the HVAC unit and changed at recommended intervals.
  - 12.5.2. Unit members shall be encouraged to keep functioning windows in all work spaces open depending on weather, temperature, or air quality conditions.
  - 12.5.3. Non-functioning windows will be repaired before students attend, if possible. If a window becomes inoperable during the school year the District will attempt to repair it within 30 (thirty) days of being reported to the District.
- 12.6. Notification
- 12.6.1. Symptom Screening
    - 12.6.1.1. Unit members are required to perform a self-screening prior to the reporting to the worksite each day. Unit members are expected to stay home if they are exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
    - 12.6.1.2. Other individuals who will be inside any District facility will be required to perform a self-screening and self-certify that they are COVID-19-symptom free.
  - 12.6.2. Unit members may be required to take others' temperature. If a Unit Member suspects that a student may be exhibiting COVID-19 symptoms, they will notify their supervisor or administrator immediately.
- 13. All terms and conditions of the parties' CBA not addressed by or in conflict with the terms of this MOU shall remain in full force and effect.**
- 14. This agreement is non-precedent setting.**
- 15. Term: This MOU shall remain in effect through July 2, 2021.**

Bryna Wigmore 03 / 19 / ...  
**SEIU, Chapter President/Date**

Mayra Perez 03 / 19 / 2021  
**District Superintendent/Date**

Maria Guadalupe Garcia 03 / 19 / 2...  
**SEIU, Labor Representative/Date**

Jennifer Hansen 03 / 19 / 2021  
**District Chief Negotiator/Date**

# Signature Certificate

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