

MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ROSA CITY SCHOOLS
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 75
COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into this day **August 6, 2020**, by and between Santa Rosa City Schools ("District") and California School Employees Association and its Chapter 75 ("Association").

Santa Rosa City School District and California School Employees Association enter into this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the district's teaching and learning environment and instructional model given the continuing pandemic, the **Santa Rosa City Schools** ("District") and **California School Employees Association** ("Association") collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO SCHOOL 2020-2021").

The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data at this time, national and international best practices, and the practical realities of managing school operations.

The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

The Return to School Plan, dated July 8, 2020 is the articulation of a vision, not a binding document. It shall not be used as a directive to unit members to work beyond the scope defined within the Collective Bargaining Agreement. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.

1. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the California Department of Education ("CDE"), and the Sonoma County Public Health department issued as of July 1, 2020. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
2. The District Illness and Injury Prevention Program (IIPP) will be updated by the District, as required by law, to include all aspects of health and safety parameters and protocols in this MOU. The District will provide a draft updated IIPP for review by CSEA by August 3, 2020.
3. The District agrees to follow the CDE's hygiene training recommendations.
4. Unit members who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Sonoma County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process. Each unit member who is able and available to work shall be

granted an assignment as an accommodation as identified by District need. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments and/or the possible use of accrued sick leave in addition to that provided through FFCRA. If the unit member is unable to accept all offered alternative assignments, the interactive process and Article 10: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (permissive, FFCRA, FMLA thus giving an opportunity other than resignation. Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

5. The HR 6201/Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the Collective Bargaining Agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the Families First Coronavirus Response Act (HR 6201/FFCRA) Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under (HR 6201/FFCRA). The parties agree that District employees may use any accrued sick leave and/or vacation, then any other available leave, to fill any gap in pay resulting from the 2/3 formula in HR6201 until FFCRA ends on December 31, 2020.
6. Staff members who are absent for more than three (3) days due to COVID-19 exposure or have been diagnosed with COVID-19 will contact their Human Resources Technician by email. The District will work with employees when they are absent from work due to any of the "qualifying reasons for leave related to COVID-19" HR 6201/ FCCRA Criteria for Leaves.
 - a. Staff may also be asked to provide health provider documentation regarding any leave related to COVID-19.
 - b. Staff members will enter their absence in the Frontline Employee Management System and contact their Human Resources Technician for the next steps in documenting leave specifically related to COVID-19.
7. Bargaining unit members who were in leave status (e.g. FMLA) prior to the COVID-19 school closure may remain in leave status for the duration of their leave.
8. The District will permit leave provided for under HR 6201/FFCRA intermittently as permitted by the law e.g. utilize the equivalent of employee's work day to cover time absent on the day(s) the employee cannot report to their worksite due to COVID-19 when necessary or required but, can still continue working remotely. Unit members shall be permitted to utilize the leave set forth in HR 6201/FFCRA, Emergency Paid Sick Leave before relying upon any applicable leaves set forth in the Collective Bargaining Agreement.
9. Workspace – The District shall ensure minimum physical distancing of six (6) feet between students and between employee workspaces.
 - a. Unit members shall have the opportunity to inspect the work area to verify all physical distancing and cleaning safety protocols have been met.

- b. Physical barriers will be placed as appropriate to separate the employees from the public in high traffic areas.
10. Staff meetings/Professional Development/Collaboration – The District shall not require in-person staff meetings, professional development, or other gatherings/meetings if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. In-person meetings shall be held outdoors, if possible.
 11. Common Spaces - Physical distancing shall be maintained in common or shared spaces such as cafeterias, libraries, hallways, and playgrounds.
 12. The District shall require the use of facial coverings (e.g., cloth, surgical style, and scarf) for all students, staff, parents and community members at any school site or district building. All face coverings must follow site dress codes on a site.
 - a. Individuals who refuse to wear a facial covering or students who do not follow the site’s dress code will be offered a face mask, and if refused, access to all district buildings and rooms will be denied. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor’s order shall instead be required to wear an appropriate or prescribed face covering.
 - b. The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty. If standard-issued protective equipment is not available, employees will not be required to work. They shall go home and be compensated without loss of leaves.
 - c. Three-ply masks and face shields will be provided to all unit members on an as needed basis.
 13. CDC approved KN-95 are readily available and will be provided to classified staff caring closely for individuals with COVID-19 like symptoms and will also be provided for those unit members with high numbers of daily workplace contacts. N95 masks have been ordered and provided to classified staff caring closely for individuals with COVID-19 like symptoms immediately upon order fulfillment.
 14. The District shall comply with the following hand washing logistical requirements:
 - a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser
 - b. Every classroom shall be provided hand sanitizer
 - c. Non-classroom work-areas and office areas shall be provided hand sanitizer
 - d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a staff member's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.

15. The District will provide CSEA with a plan and procedure for maintaining stock of PPE, distribution of supplies to unit members, the safe storage of disinfecting agents at each school site, work locations, and descriptions of enhanced cleaning processes. This plan shall be provided before the first week of school.
16. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
 - a. These high touch surfaces may be cleaned by staff as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting
 - b. Sufficient cleaning supplies for the routine hygiene practice shall be provided to each classroom and work location.
17. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.
 - a. An outside assessment with recommendations by HVAC unit for the percentage an air damper can reasonably be opened without harming the unit will be performed and shared with CSEA on or before August 10, 2020. Air filters shall be MERV-13 at locations where HVAC units can accommodate this filter and changed at the recommended intervals by an outside contractor.
 - b. A log of each site's completed HVAC filter change will be maintained and available to each site's CSEA site representative.
 - c. Portables and/or other rooms without adequate central HVAC and windows or doors that open directly to the outside, shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
18. In the interest of protecting community and workplace health, any employee may report in writing, any unsafe condition related to COVID-19 precautionary measures, in the working environment to the immediate supervisor without fear of retaliation. The district will follow appropriate COVID-19 related Health and Safety guidelines, Ed and Labor code, and Board Policy regarding the investigation and follow up of complaints. If the potentially unsafe condition is in the employee's work area and/or station, an alternative work location will be determined. The supervisor shall, within three (3) working days upon written receipt of the COVID-19 related complaint, respond in writing to the employee with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or bring a grievance for violation of this agreement.
19. All employees shall have the right, without retaliation, to report work reasonably considered to be unsafe, by notifying their supervisors in writing. 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 modifications sufficiently addressed safety concerns.

20. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers and/or other no touch temperature taking technology.
 - a. Temperature checks and questionnaires shall be performed in a confidential manner.
 - b. The parties agree no disciplinary action will be taken when employees comply with all County Health protocols and guidelines for screening.
 - c. Safety screening and any necessary medical examinations are strictly limited to COVID and shall not be used to inquire into medical conditions.
 - d. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time.
 - e. Unit Members with any symptoms consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home. Unit Members shall remain off-site/off-campus while seeking a medical diagnosis. During this time, Unit Members may engage with the District in the Interactive Process to find remote work or modified duty assignments. If the Unit Member declines the work provided, the Unit Member shall draw from available FFCRA Leave consistent with the law. If such leave is exhausted or unavailable, the Unit Member may use any applicable accrued leave and, upon further exhaustion, extended illness leave consistent with the law.
 - f. Staff or students who have had documented contact with a person with COVID-19 will not come to work or to class until cleared by health officials and the COVID-19 Coordinator. Staff will notify their immediate supervisor that they are not at work and also reach out to their Human Resources Technician to determine accommodations during this quarantine period.
21. The District, through the COVID-19 Coordinator, will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines).
22. Handwashing –Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon arrival to their classroom, office, or common area.
23. The district will follow the [Sonoma County Health COVID Notification Protocol](#).
24. In the interest of all bargaining unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating with the COVID-19 Coordinator pertaining to the safety of the unit members will be disseminated directly to the bargaining unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.

25. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted as well as any school or building closures due to infection.
26. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits as long as they are working. If the work receiving a stipend is still happening, then Bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Nothing in this MOU shall preclude the District from releasing a unit member to the extent permitted by law and the District and Association Collective Bargaining Agreement (CBA).
27. Access to Worksite – All employees will have access to their work site five (5) days a week, or on all scheduled workdays/assigned calendar. Depending on classification and job responsibility, some unit members may participate in district and site based Professional Development virtually and some unit members will participate at their respective work location or other identified gathering place following health guidelines.
28. The employee shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office/work space, while on district premises, bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Unit members who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering.
 - a. Requests for supplies and equipment for staff to work remotely must be approved by the site principal, the Director of Purchasing, and the COVID-19 Coordinator.
 - b. After approval, requests for reimbursement for the supplies and equipment must be submitted with an itemized receipt to your school site/district administrator for final approval to be reimbursed.
 - c. Any item purchased without pre-approval will not be reimbursed.
 - d. The District will provide a clear process and procedure for purchasing supplies and equipment.
29. Hybrid Model – During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks.
30. Food Services:
 - a. The District agrees to continue to develop strategies to limit physical interaction during meal preparation and meals services (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
 - b. The District agrees to install physical barriers, such as sneeze guards and partitions at Point of Sale (POS) and other areas in accordance with food service industry guidelines related to COVID 19.

- c. The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants.

31. Temporary Duties -The District and CSEA acknowledge that California Education Code 45101 (a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description and are in agreement as follows:

Reopening Schools 2020: Classified Position Expectations

Classified Position	In Person Expectations hours/days	Virtual Learning Hybrid Expectations	Potential Additional Duties Assigned
Clerical, Secretarial and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions Phone calls to parents and families
Human Resources	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions Phone calls to parents and families
Technology Support & Data Processing Programming Services	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with office cleaning Enforcement of safety precautions Additional Technology Support
Fiscal, Attendance and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions
Instructional Materials and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution food service items Clerical support Phone calls to parents and families
Day Care and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions Supervision of students in ingress/egress

			Remote or in person support of students in Virtual Learning Distribution food service items Clerical support Phone calls to parents and families
Instructional Assistants and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring Assistance with cleaning Enforcement of safety precautions Supervision of students in ingress/egress Remote or in person support of students in Virtual Learning Distribution food service items Clerical support Phone calls to parents and families
Food Service Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring COVID-19 compliant cleaning procedures (i.e. sanitization, check-off list, etc.) Enforcement of safety precautions
Maintenance, Warehouse and Related Classes	Regular Hours (subject to change)	same assigned	Temperature Checks and Monitoring COVID-19 compliant cleaning procedures (i.e. sanitization, check-off list, etc.) Enforcement of safety precautions

32. Staff identified in #31 who are tasked with student/employee/visitor Temperature Checks and Monitoring will do so with the following guidelines and in the confidential manner identified in item #20a-d:
- a. Upon staff and/or student arrival, stand at least 6 feet away from the student/employee/visitor and ask if the student/employee/visitor took their own temperature before coming to the workplace.
 - b. Ask the student/employee/visitor to confirm that their temperature is less than 100.4° F, and confirm that they are not experiencing coughing or shortness of breath.
 - c. If the student/employee/visitor did not take their temperature prior to their arrival at work, the student/employee/visitor will have their temperature checked using the touchless thermometer.
 - d. Make a visual inspection of the student/employee/visitor for signs of illness, which could include flushed cheeks or fatigue.
 - e. Screening staff do not need to wear personal protective equipment (PPE) if they can maintain a distance of 6 feet; however, they must wear a face covering (mask) like everyone else.

- 33. Calendar --The Parties agree that any changes to the current CSEA work calendar for 2020-2021 must be negotiated.
- 34. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.
- 35. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 36. Bargaining unit members are required to access and respond to, District communications during their regular work hours.

This MOU is subject to Article 4, Grievance Procedures of the District and Association Collective Bargaining agreement and shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the parties.

Dated: August 6, 2020

Dated: August 6, 2020

For Association:

For the District



Tammy Affonso, CSEA 75 Negotiator

Rick Edson, Deputy Superintendent
Business Services



Linda Zabala, CSEA 75 Representative

Stacy Spector, Assistant Superintendent
Human Resources



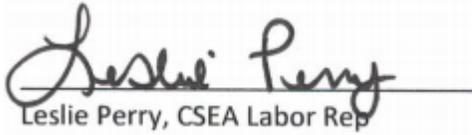
Renee Clay, CSEA 75 Representative

Dr. Diann Kitamura, Superintendent, SRCS



Jason Andrews, CSEA 75 Representative

Jan Flatebo, CSEA 75 Representative



Leslie Perry, CSEA Labor Rep

Approved by the Board: _____ Ratified by CSEA 75: _____