

MEMORANDUM OF UNDERSTANDING
Between
Santa Rosa City Schools And
The California School Employees Association (CSEA) and its Chapter 75
Regarding COVID-19 2020-2021

In order to promote public health, the safety of employees and to ensure the continuity of district operations during "Stay at Home", the Santa Rosa City Schools ("District") and Santa Rosa City Schools California School Employees Association Chapter 75 ("Association") collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to "Stay at Home" during the Coronavirus Pandemic ("COVID -19")

The parties recognize that the impact of COVID-19 continues to spread. Risks presented and effects on the educational workplace are dynamic and subject to continuing direction and guidance from local, state, and federal health and other governmental authorities. The District and CSEA agree as follows, consistent with the federal and state Declarations of Emergency, applicable Executive Orders from the Governor, California Department of Education guidance, and Sonoma County Department of Health Services (DHS) guidance, directives, and orders from Sonoma County Health Orders, California Department of Education Opening Guidelines, Sonoma County Road Map to Reopening Schools Safely, and 2020-2021 CA Assembly Bill 77: Education Finance Trailer Bill.

The parties agree to the following:

1. All employees report to work on their regularly assigned [calendar](#) (see attached). Should the Governor of California or Health Officer of the County of Sonoma order a "Stay at Home" due to COVID-19, unit members will report for duty whether in person or remotely, as assigned by the District. The District will follow Federal or State orders in regards to compensation and benefits. Accrued vacation time will continue and unit members will not be penalized during "Stay at Home".
2. Should the Governor of California or Health Officer of the County of Sonoma order a "Stay at Home", due to COVID-19, the District will determine their "Essential staff". Essential staff may be required to report to a worksite to work a partial shift and/or workweek, or work remotely. "Essential staff" is defined as needed to ensure the continuity of operations and distance learning and is not defined as "catch up" work.
3. The district shall not authorize and/or require any staff to work overtime during any part of/of duration of this agreement unless authorized in advance-and authorized by the Deputy Superintendent or designee.

4. Staff members who are out for more than 3 days due to COVID-19 exposure or have been diagnosed with COVID-19 will contact their Human Resources Technician. SRCS will work with employees when they are absent from work due to any of the “qualifying reasons for leave related to COVID-19” as described in the [Families First Coronavirus Response Act \(FFCRA\) Employee Rights](#) document regarding paid sick leave and expanded Family and Medical Leave under the Families First Coronavirus Response Act (FFCRA). 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.
 - a. Staff may also be asked to provide health provider documentation regarding any leave related to COVID-19 as requested.
 - 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 time off specifically related to COVID-19.
5. The District and CSEA recognize the importance of “social distancing”. The District will train all bargaining unit members in public health measures, hygiene, and sanitation to help prevent the spread of the virus. The District will use its best efforts to stock soap, paper products, hand sanitizer, gloves, and other necessary supplies for preventative sanitation measures based on available supply.
6. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.
7. Bargaining unit members are required to access, monitor, and respond to District communications during their regular work hours whether working on-site and/or remotely regardless of District status related to closures and/or “Stay at Home”.

This MOU shall be operational upon signing by both represented parties and expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

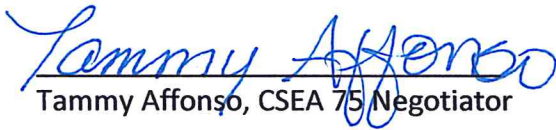
Dated: July 14, 2020

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For Association:



Elizabeth Garcia, CSEA 75 President



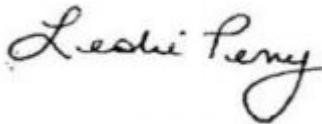
Tammy Affonso, CSEA 75 Negotiator



Renee Clay, CSEA 75 Representative



Jan Flatebo, CSEA 75 Representative



Leslie Perry, CSEA Labor Rep

For the District



Rick Edson, Deputy Superintendent
Business Services



Stacy Spector, Assistant Superintendent
Human Resources



Dr. Diann Kitamura, Superintendent, SRCS

Approved by the Board: _____ Ratified by CSEA 75: July 14, 2020