

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 645  
REGARDING THE DISTRICTS CORONAVIRUS RESPONSE & THE REOPENING OF SCHOOLS FOR THE  
2020-21 SCHOOL YEAR**

This memorandum is agreed between Cotati-Rohnert Park Unified School District (“District”) and the California School Employees Association (“CSEA”) concerning the impacts and effects of resumed District operations under COVID-19 pandemic conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent district employees, students, their families, or other people using district facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that district operations should be reasonably maintained at a level that takes into consideration the current public health crisis and guidance provided by Federal, State and local public health authorities concerning essential worker protocols. Provisions should be made for district employees who are impacted by the pandemic as outlined below.

To these ends, the District and CSEA agree as follows:

1. **Notice.** Consistent with CDPH Guidelines, the District will inform the CSEA President as soon as practicable should the Human Resources Manager or designee have confirmation of a district employee or student infected with the coronavirus. The Human Resources Manager or designee shall also indicate at which campus or worksite said employee or student was assigned/attending during the period of school closures. The District shall not be required to disclose any information which is considered private or prohibited by law.
2. **Entry to District Site.** Per State and/or County guidance, each unit member will be provided with daily self-assessments either electronically or by hardcopy and are advised to regularly monitor their health.
  - a. All unit members will be required to wear masks when on District property in accordance with state and local requirements. Only exemptions required by law will be consider.
  - b. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms (e.g., fever, chills, cough, difficulty breathing, loss of taste and/or sore throat, etc.). Temperature checks and questionnaires shall be performed in a confidential manner, screening records shall be kept confidential and will be destroyed following local County timeline protocols. Screenings are not reason for discipline and shall be considered part of the standard work day.

- c. When a unit member is not permitted to work due to a safety screening (e.g., 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. The unit member cannot return to work until three (3) days have passed without symptoms, a negative coronavirus test confirmation is received or a doctor's release to duty is submitted. While a unit member is experiencing COVID-19 symptoms and is seeking a medical diagnosis remote work will be made available subject to availability. If such work is declined or not available, unit member shall draw from available leave. Expanded leave language from section 9 of this agreement shall apply. If, however, a unit member who does not exhibit COVID-19 symptoms and/or who 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.
  - d. District will post safety protocols for accessing school buildings (e.g., self-assessment utilizing the health screening questionnaire, social distancing and masks requirements) and make available COVID-19 prevention resources. During shelter-in-place or occasions when only remote instruction is being provided, access to school sites will be limited for parents and non-essential visitors.
  - e. A system will be created through classroom utilization forms, so custodians can easily determine what classrooms were used.
  - f. All District employees will be noticed on entry protocols. The District website will also have entry protocols available to the public.
3. **Training/Supplies.** The District will train unit members in public health measures (see e.g., COVID-19 Industry Guidance: Schools and School-Based Programs), hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have, \*to the extent practicable, the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, masks and hand sanitizer). Attention (meaning regular cleaning and replacement) will be given to maintaining HVAC system filters. The District will provide unit members with opportunities to wash hands throughout the day. Unit members should reach out to their supervisor if they require safety materials. If unit members are required to physically report to work, the District shall follow the County's official guidance on facial coverings and physical distancing recommendations to the extent possible and as applicable to the COVID-19 phase order in place. If physical distancing is not feasible, additional protections will be provided (e.g., face shields, plexi-glass partitions, etc.). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. \*To the extent practicable means the parties acknowledge one specific item may be unavailable, if this is the case, an adequate available substitute (as per industry guidance from DPH or CA/OSHA) for that item will be provided. Protective personal equipment ("PPE") relevant to the work assignment will be provided to unit members by the District. PPE includes, but is not limited to:
- a. For unit members engaged in symptom screening
    - i. Physical barriers (such as a plexi or plastic partition), surgical masks, face shields, disposable gloves and no-touch thermal scan thermometers.

- b. For clerical unit members working in the front office
    - i. Physical barriers (such as a plexi or plastic partition) will be placed in the front office where Unit Members are required to interact with the public, and face coverings and disposable gloves will also be provided.
  - c. For unit members working in food services
    - i. Physical barriers (such as a plexi or plastic partition) will be placed at food service point of distribution to the public, except where food is distributed at a distance via a cart or table. Face coverings and disposable gloves will also be provided.
  - d. For custodial
    - i. Surface cleaning  
Masks, gloves appropriate for all cleaning and disinfecting  
Deep cleaning  
For days designated for deep cleaning during hybrid or in-person instruction or when deep cleaning is conducted in anticipation for hybrid or in-person instruction, appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, mask or respirator) will be provided in addition to PPE as required by product instructions.
  - e. For librarians, and other special services or technical unit members
    - i. Face coverings or shields will be provided if participating in in-person instruction support. Disposable gloves and physical barriers (such as plexi or plastic partitions) will be placed in areas where unit members are required to interact with the public.
4. **Unsafe Conditions.** Consistent with the law, all employees shall have the right, without retaliation, 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 of such refusal and the basis therefor. 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).
5. **Workload and Staffing Ratios.** During the term of this Agreement, the District will ensure increased frequency of routine cleaning and disinfecting in any facility being used by staff or is admitting visitors.
- Cleaning standards for periods of Distance and Hybrid Learning will be provided to CSEA Chapter President and unit members in custodial classifications by August 31, 2020. CSEA may negotiate effects of workload as they perceive necessary.
- Unit members may provide feedback to their supervisor regarding any workload concerns and will make a good faith effort to resolve informally before escalating it to a grievance.
6. **Work from Home/Reporting to Work.** During a shelter-in-place order or if the District moves to a teaching model which requires some distance instruction, unit members may be directed by their supervisor to work remotely or to physically report to their regular worksite or another district site location in support of district emergency operations.

7. **During a Governor declared State of Emergency**, unit members may be called in to perform duties consistent with their job description and responsibilities or as assigned pursuant to Government Code Sections 3100 et seq. with the understanding that CSEA is not waiving any rights under the EERA to bargain the effects of such changes in work assignments per Article 3 Emergency Situations.
8. **Additional Duties.** 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. The District will provide advanced notice to CSEA and bargain the decisions and effects of proposals for new or inconsistent duties prior to implementation unless business necessity (i.e., those unavoidable as a result of sudden change in circumstances beyond the employer's control) requires otherwise as permitted by law.
9. **Leaves.** Unit members currently on leave and who are not exposed to, or taken ill by COVID-19, will continue their leave in accordance with law, CSEA Collective Bargaining Agreement ("CBA"), Board Policy, and/or Administrative Regulation, as applicable.

In addition to the expanded leave outlined in the Families First Coronavirus Response Act, unit members in a Nutrition Service classification who have contracted COVID-19 will first be afforded additional paid sick leave, as needed, but not to exceed two (2) work weeks. Upon exhaustion of this expanded COVID-19 paid sick leave, the additional leave from the FFCRA will be available. These options will be relied on first prior to any leave being drawn from that unit member's existing leave banks. Applicable accrued leave shall be applied concurrently to fill any gap in pay resulting from the 2/3 formula in FFCRA.

The District may schedule an interactive meeting for unit members who seek leave for reasons set forth in the Families First Coronavirus Response Act, to discuss available leave options.

Unit members who provide a doctor's note indicating they are at higher risk for serious illness as defined by the CDC from COVID-19 because of a serious underlying health condition may request an interactive process meeting to discuss possible accommodations which may include reassigning them to remote work, use of leave or other options. To the extent possible, remote work in their classification will be offered as an initial accommodation.

10. **Funding.** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any district facilities due to epidemic.
11. **District Communications.** Bargaining unit members are required to access, and respond to, district communications during their regular work hours and to keep current personal contact information with Human Resources and their Supervisors.
12. **Parent Emergencies.** The District shall deal with requests by bargaining unit members who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 or where otherwise required by law.

13. **Future Negotiations.** The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees and will bargain as needed over the effects of such further directives (Article 3.2), to the extent not addressed in this MOU.

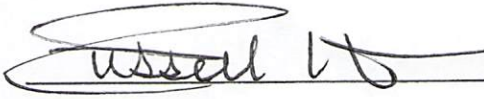
Should the District seek to add additional emergency school days beyond the three emergency days already approved for the 20-21 Instructional calendar, the District will first negotiate desired changes to work calendars with CSEA.

14. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 11 of the CBA, or other mechanism as relevant.

15. **Term.** This MOU shall remain in effect through June 30, 2021.

Dated: 8/25/20

For CSEA:

  
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Dated: 8/25/20

For District:

