

Memo of Understanding between
Sonoma County Office of Education and ASCOE

3/18/2021

1. SCOE will return to in-person instruction in accordance with the guidelines set for California Department of Public Health and Sonoma County Public Health. SCOE will follow all aspects of the attached COVID Prevention Plan and COVID Safety Plan procedures of host districts and/or SCOE.
2. A unit member will not be required to perform in-person instruction until she/he/they have the opportunity to receive one dose of a coronavirus vaccination plus two weeks or other amount of time for the vaccine to take effect as determined by the Center for Disease Control, World Health Organization, or other mutually agreed-upon reputable health organization.
3. Members will alert SCOE as to whether they have difficulty receiving the vaccination after receiving an authorization “code” or other means to receive a vaccination. Members will also actively pursue vaccination by means available to them.
4. SCOE will follow all aspects of the required COVID Prevention Plan that is posted on the SCOE website and the site-specific COVID-19 Safety Plans. These plans include provision of PPE, cleaning and sanitation, and other related topics.
5. The Sonoma County Office of Education (SCOE) shall actively coordinate and advocate with the Sonoma County Public Health Department to arrange for vaccinations of unit members during work hours. SCOE shall notify all unit members via work email or other reliable means immediately of the availability or coming availability of the vaccine and other relevant policies regarding vaccinations. SCOE shall assist in the scheduling of vaccination appointments. Unit members shall be released from duty without loss of pay or benefits if the vaccination appointment takes place during the workday.
6. As SCOE operates many classes on school district campuses, SCOE will follow host district guidance for providing in-person instruction on campuses that provide the same. Until all provisions in #2 above are met, SCOE will follow the procedure below:
 - a. Offer the teacher of any class that returns to in-person instruction the opportunity to return to in-person instruction.
 - b. If that teacher does not accept the opportunity to return before having an opportunity to receive one dose of vaccine plus two weeks or other time period as spelled out in #2 above, SCOE will ask other teachers if they would like to accept a transfer to that class.
 - c. SCOE would determine all assignments with respect to all credential requirements and program needs. Each unit member would be provided an assignment, either in person or in distance learning. All caseload limits will be flexed appropriately in order to serve students appropriately and all staff have an assignment. Teachers will remain in their “new” assignment until the end of the school year.
 - d. The original teacher of the class will be assigned back to the class in fall, 2021 or earlier.

- e. ASCOE bargaining unit members will not be obligated to simultaneously teach students in-person while also teaching in distance learning.
 - f. Teachers must continue to provide at least 30 minutes of synchronous instruction to each student on distance learning 4-5 days per week as determined by department unless law requires a change to this minimum standard.
7. SCOE will make every effort to find alternative sites on a campus for service providers to provide RS services.
Remote instruction will remain an option for service delivery for itinerant staff if there is not an alternative site available on campus.
RS providers will not visit classrooms or deliver instruction and services in the classroom with other staff until May 1.
Related services staff will provide services in an alternate location if there is an order by the CDE, Office of Administrative Hearings, or Judge; SCOE will provide the alternate location. If a court/hearing order demanded in-person support, ASCOE and SCOE representatives would negotiate the working conditions and work to have a solution that is satisfactory to all parties.
8. This agreement will be in effect until July 31, 2021. If distance learning is still required for students/families and conditions warrant anything less than full time, in-person school, the parties agree to meet and negotiate working conditions of the return to school prior to the start of the 2021-2022 school year.

For SCOE:



John Laughlin
Associate Superintendent
Human Resources Services Department

Date: 3/19/2021

For ASCOE:



Cathy Gascon
President

Date: 3/19/2021



Steve Herrington
County Superintendent

Date: 3/23/2021