

**Memorandum of Understanding between  
Sonoma County Office of Education (SCOE)  
and  
Service Employee International Union Local 1021 (SEIU)  
April 7, 2021**

1. SCOE will follow all applicable laws related to leaves, etc. related to COVID and vaccinations, including those outlined on the attached page, which provides a summary of the recently approved SB 95. This new legislation essentially reinstates the aspects of FFCRA, retroactive to January 1, 2021 and extends those rights for employees through September 30, 2021.
2. 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.
3. A unit member will not be required to perform in-person instruction until she/he/they have been offered 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. At this time, all SCOE staff have been offered a vaccination.
4. 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. If they wish, members will also actively pursue vaccination by means available to them. It is important to note that SCOE is not requiring vaccinations.
5. SEIU members who have special circumstances such as child or family care challenges, etc., that member will contact his/her supervisor (principal, etc.) and put their concerns in writing. The assistant superintendent of Special Education will consider each proposal. SCOE will arrange a meeting with the employee to discuss possible flexibility of scheduling. SEIU members are, as always, welcome to bring union representation to any meeting of this type. SCOE and SEIU will examine the applicability of Labor Code 230.8 in situations such as transportation of their children to/from school.
6. If a SEIU member is experiencing a situation as described in #5, SCOE will work to find a volunteer to trade assignments with the member to assist them through the end of the year. The SEIU member is also welcome to try to arrange a trade of assignments with a colleague, as determined to be acceptable and appropriate by SCOE. Any “trade of assignments” would only be for the duration of the rest of this school year. That is, each member would return to his/her assignment for the next school year unless program need would result in a transfer (voluntary or involuntary).
7. When students are not present in the classroom, by mutual agreement of the teacher and the assistant(s) who work in the classroom and approved by the principal, staff may have the option to work in an alternate work location, which may include an employee’s home, in order to effectively deliver instruction and/or meet the requirements of the functioning

of the classroom. The principals will authorize the agreements in writing to the team members.

8. With regard to employees who work in office spaces that share only a cubicle wall and plexiglass divider, those employees are encouraged to report any concerns with reentry to the office environment to their supervisor. SCOE will consider all possible means of accommodating that employee for an effective return to the office environment including but not limited to: alternative work location within the building, a hybrid transitional plan schedule of remote/office work, etc. These accommodations will be in place until June 1. If needed, the date will be extended by a mutual agreement from both parties.
9. 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.
10. In an effort to reduce the number of contacts with staff and non-classroom staff, SCOE will make every effort to find alternative sites on a campus for service providers to provide RS services.  
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.
11. This agreement will be in effect until July 31, 2021. If needed, the date will be extended by a mutual agreement from both parties.

For SEIU:



Maria Garcia, Field Representative



Alli Britton, SEIU Job Steward



Abigail Ward, SEIU Job Steward



Karen Catalano, SEIU Job Steward

FOR SCOE:



Steve Herrington, Superintendent



John Laughlin, Associate Superintendent