

Memorandum of Understanding Between:
Sonoma County Office of Education (SCOE)
&
Service Employee International Union Local 1021 (SEIU)

February 17, 2022

1. SCOE agrees to extend the provision of leaves related to COVID-19 and vaccinations, as defined on the attached page (2021 COVID-19 Supplemental Paid Sick Leave from March 29, 2021) by granting leave under the defined conditions for fully vaccinated/fully updated employees, 80 hours of leave, unless otherwise prohibited by law, through March 31, 2022. This leave will be documented retroactively to January 1, 2022. Fully vaccinated/fully updated employees are defined as those who have received their booster at the time they are eligible or February 1, whichever is later.
2. SCOE agrees to inform employees of their rights under the 2022 California COVID-19 Supplemental Paid Sick Leave Act. Employees are entitled to up to 80 hours of paid Covid-19 Sick Leave for the qualifying reasons. This act expires on September 30, 2022.
3. SEIU and SCOE will encourage all staff to get vaccinated and boosted if they have not already done so. Should members have questions or concerns about the vaccine, they should speak to their doctor.
4. Unless deemed unnecessary by mutual agreement, SCOE shall offer COVID testing at least once per week during business hours at the Skylane facility. Testing will be offered at LaBath and Amarosa at least three times per month during times that school is in session. SCOE will make every effort to provide testing at these sites to accommodate employees' schedules.
5. SCOE-provided testing for those not fully vaccinated/fully updated or otherwise required testing will be conducted at no cost to employees. SCOE agrees to pay for any costs associated with travel to and from the SCOE testing site (e.g. mileage, public transportation) and supplemental time as appropriate when an employee is required to participate in testing. The same rules apply to staff who are directed to be tested due to worksite or other exposure to COVID-19 regardless of vaccination status. If any federal, state or local order eliminates the need for testing, this section will be deemed void.
6. Employees do not need to submit the results of SCOE-provided testing because SCOE has access to those test results. If an employee tests positive, they should contact their supervisor for instructions about whether and when to return to work. If members do not participate in SCOE-provided testing, they are required to submit evidence of a negative test result(s) to covidtestresults@scoe.org by noon Friday in order to be cleared to work for the next week.

7. Refusal to participate in mandated activities will result in progressive discipline including termination for repeated offenses.
8. SCOE will notify the member when they have not met the timeline for testing results being submitted. An employee will be put on sick leave or unpaid leave if they have no sick leave when results are not received before the deadline unless SCOE perceives that a good faith effort has been made by the employee. If any federal, state or county mandate eliminates the option to submit to testing instead of being vaccinated, the parties agree to cooperate fully with such directives.
9. Unless otherwise noted, aspects of this agreement will be in effect until September 30, 2022.

For SCOE:

S. Herrington

Steve Herrington
County Superintendent

Date: 02 / 23 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 02 / 23 / 2022

For SEIU:

Aaron Burton

Aaron Burton
Field Representative

Date: 02 / 23 / 2022

Alli Britton

Alli Britton
Job Steward

Date: 02 / 22 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 02 / 23 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 02 / 19 / 2022