

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MENLO PARK  
CHAPTER NO. 630 TO THE MENLO PARK CITY SCHOOL DISTRICT REGARDING  
RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum is agreed between Menlo Park City District and the California School Employees Association and its Menlo Park Chapter No. 630 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthful learning environments, supporting emotional health of all community members, and caring for most vulnerable populations. In their commitment to these principles, the parties have worked together and developed the agreement detailed below:

**I - Safety and Personal Protective Equipment**

1. The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to incorporating the following concepts:
  - a. The District shall evaluate all workspaces to ensure that bargaining unit members can maintain physical distance. Physical guides such as tape on floors, or signs will be implemented.
  - b. The District shall plan to limit the number of people in all campus and District spaces to the number that can be reasonably accommodated while maintaining a minimum of six (6) feet of distance between individuals, or current California Department of Public Health (CDPH) recommended distance. Should the District choose a distance other than six (6) feet it will negotiate with CSEA regarding the decision and impacts.
  - c. All individuals, including staff and students, and visitors, must wear face coverings that cover the mouth and nose consistent with public health guidance and county orders.
  - d. As recommended by the CDPH, the District shall create smaller student and educator cohorts to minimize the mixing of student groups throughout the day and shall minimize movement of students and educators and staff as much as possible.
  - e. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
  - f. The District shall designate specific routes for entry and exit and traffic flow.
2. The District shall provide sufficient protective equipment to comply with the California Department of Public Health (CDPH) and San Mateo County Coalition for Safe Schools

and Communities Pandemic Recovery Framework (PRF) guidance for students and staff appropriate for each classification or duty. If appropriate protective equipment is not available, bargaining unit members will not be required to work and will remain in paid status absent the use of leave. Protective equipment includes, but is not limited to:

- a. For staff engaged in symptom screening-
    - i. Face coverings as specified in the CDPH and PRF guidelines, face shields, disposable gloves, gowns/lab coats, and no-touch thermal scan thermometers.
  - b. For front office and food service-
    - i. Face coverings as specified in the CDPH and PRF guidelines, physical barriers (such as plastic partition) and disposable gloves
    - ii. The District agrees to develop strategies to limit physical interaction during meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
    - iii. The District agrees to modify Food Service operations in accordance with CDPH, and PRF recommendations for restaurants.
  - c. For custodial-
    - i. Surface cleaning
      1. Face coverings as specified in the CDPH and PRF guidelines, gloves appropriate for all cleaning and disinfecting
    - ii. Deep cleaning and disinfecting
      1. Appropriate PPE for COVID-19 disinfection disposable gown, gloves, eye protection, and face covering and/or respirator as required by product instructions.
  - d. For IAs, library aides, and other special services or technical employees-
    - i. Face coverings for all, face shields and disposable gloves are available upon request.
  - e. For those working directly with Special Ed populations-
    - i. Physical barriers (such as a plastic partition) if requested and available, face coverings as specified in the CDPH and PRF guidelines to all, face shields, disposable gloves, gowns/lab coats upon request.
  - f. For all other unit members not mentioned above-
    - i. Face coverings as specified in the CDPH and PRF guidelines to all and gloves as requested.
  - g. Unit members shall be permitted to utilize any additional CDC approved/recommended PPE that they feel is necessary to secure their own health and safety. Additional PPE not approved/recommended by the CDC shall be permitted only if it has been cleared by their appropriate administrator or HR.
3. The District will develop reasonable staffing plans in collaboration with CSEA to ensure increased frequency of routine cleaning and disinfecting and communicate them to all staff.
  4. The District shall ensure sufficient supplies of hand sanitizers, soap, moisturizing lotions, hand washing stations, tissues, no-touch trash cans and paper towels in reasonable

proximity to each workspace. The District will provide bargaining unit members with opportunities to meet handwashing frequency guidelines.

5. Signs in relevant languages will be posted by the District in visible locations throughout various worksites messages that promote everyday protective measures and describe how to stop the spread of germs (such as properly washing hands and wearing a face covering.)
6. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to employees and parents.
7. The District shall determine COVID-19 point person for each classification and make list available to all bargaining unit members.
8. The District will follow Labor Code § 6403, and provide mandatory paid training and information to all bargaining unit members in safety protocols, public health measures, hygiene, and sanitation and shall provide all necessary cleaning supplies upon request to help prevent the spread of the virus.

## **II - Entry to District School/Work Sites**

1. The District agrees to develop and communicate a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
2. The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDPH guidelines. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDPH recognized symptoms (i.e. fever, chills, cough, difficulty breathing, sore throat). Temperature checks and questionnaires shall be performed in a confidential manner, screening records shall be kept confidential and will be destroyed after thirty (30) calendar days. Screenings shall be considered part of the standard work-day.
3. The District shall publish to their website the plans mentioned in (2) above as well as the following:
  - a. Expectations around distancing, isolation and cohort management,
  - b. Employee Guidelines around acceptable face coverings,
  - c. The deep-cleaning/sanitation schedule and frequency for all shared spaces.
  - d. Information pertaining to the District's ventilation systems.
  - e. A link to the most current CDPH COVID-19 guidelines.
  - f. Guidelines regarding reporting violations of District or CDPH COVID-19 requirements and guidelines.

4. The District shall send out a communication via email to all bargaining unit members around COVID-19 guidelines before the start of the school year, before return from Winter Break, and any time there is a significant change to the guidelines.
5. The District shall offer the duty of health screenings on a voluntary basis to unit members who do not have this duty in their job description. Volunteers shall be assigned the task in order of seniority. Any unit member who accepts this voluntary assignment shall be paid a stipend of \$100 per month for the duration of the assignment.

### **III – Contact Tracing, Infection Reporting, and Testing**

1. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. The District shall not be required to disclose any information to CSEA which is considered private, such as personal, medical or confidential student information.
2. The District will inform CSEA bargaining unit members as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students, and will follow the guidance of CDPH, the San Mateo County Coalition for Safe Schools and Communities, and San Mateo County Health Officer guidance for cases and contact tracing in the school community.
3. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.
4. Testing
  - a. The District shall test bargaining unit members periodically for Coronavirus, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over two months, where 25% of staff are tested every two weeks, or 50% every month to rotate testing of all staff over time.
  - b. Bargaining unit members who fail the test shall be quarantined in compliance with CDPH, PRF, and County Health guidelines, at a minimum until they have been symptom free for 14 days after the date of the test.

### **IV - Leaves**

1. Any bargaining unit member who is diagnosed with COVID-19 or who exhibits symptoms consistent with COVID-19 as evidenced by a doctor's note shall first utilize leave afforded by Families First Coronavirus Response Act (FFCRA) and any other leaves guaranteed by Federal and State laws. Once all such leaves have been exhausted, bargaining unit members shall utilize any appropriate leaves afforded by Article VIII of the Collective Bargaining Agreement including accrued sick leave. Once all accrued sick leave has been exhausted, bargaining unit members shall remain in fully paid status

without the use of extended sick leave for the duration of the incidence or any future incidence of the scenarios described above.

2. Any bargaining unit member who is required by the District or a medical professional to self-quarantine due to a potential exposure, positive test result, or failed health screening absent any symptoms of illness which would prevent the bargaining unit member from performing the bargaining unit member's work shall be allowed to perform their regular work from home or provided alternative work at home for the duration of the quarantine and remain in fully paid status.
3. Bargaining unit members who have dependent care needs which prevent them from reporting to work during any portion of their work hours or reside with someone whose medical professional designates said person as "high risk" or "vulnerable" to COVID-19 symptoms shall be allowed to work remotely to the extent possible. For any work hours that cannot be accommodated with remote work, such bargaining unit members shall be allowed to use all available leaves guaranteed by Federal and State Laws including FFCRA and all available leaves described in the Collective Bargaining Agreement including sick leave and extended sick leave without fear of reprisal.

#### **V - Accommodation**

1. The District will initiate the interactive process for bargaining unit members whose medical professional designates them as "high risk" or "vulnerable" to COVID-19 symptoms. The District will provide alternative working arrangements to such unit members in compliance with the requirements set forth by the medical professional, and unit members shall remain in fully paid status.

#### **VI - Remote Work Assignments, Equipment and Services**

1. Remote Work Assignments
  - a. Bargaining unit members may be permitted to work remotely for some or all of their weekly working days, with approval from the bargaining unit member's supervisor.
  - b. Bargaining unit members within the same workspace who are working remotely and required to report to work in person some of the time shall rotate their time on site in such a way as to minimize the number of people in any given workspace at one time.
2. Equipment and Services
  - a. If a bargaining unit member is assigned to work remotely or who is working remotely due to a medical accommodation, the District will provide the bargaining unit member with all equipment and services necessary to perform their work.
    - i. Examples of "equipment" include, but are not limited to computers, computer equipment such as mouse, Wi-Fi hotspot, and office supplies such as pens, notebooks, paperclips, stapler, etc.
    - ii. Examples of "services" include, but are not limited to internet service, phone service, and computer software which requires ongoing payments).
  - b. In lieu-of the District providing actual equipment and/or services to bargaining unit members, the District will provide timely 100% reimbursement to bargaining unit

members for the purchase of such equipment or services. Bargaining unit member purchases require pre-approval from their supervisor in coordination with the Technology Department.

## **VII - Curtailment of Operations**

1. In the event it is not possible for a bargaining unit member to continue to perform that bargaining unit members' regular job duties due to partial closure or student dismissal, the district shall offer a variety of choices of alternative work for bargaining unit members to perform. Bargaining unit members performing alternative work shall be compensated at their regular rate of pay or out of class pay in accordance with Article XIV.2.C of the Collective Bargaining Agreement where applicable, whichever is higher.
2. Bargaining unit members who do not wish to perform alternative work may opt to use all available leaves guaranteed by Federal and State Laws and all available leaves described in the Collective Bargaining Agreement including sick leave without fear of reprisal.

## **VIII - Information and Further Negotiation**

1. The District and CSEA will share all new information either party receives from local health authorities about COVID-19 pandemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

## **IX - Compliance with Further Governmental Orders**

1. The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The District will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit members and will bargain at the request of either party over the effects of such further directives.

## **X - Reimbursement for Expenses Incurred During Shelter in Place and Remote Work from Home**

1. For the period of March 17, 2020 through June 12, 2020, all bargaining unit members shall be paid a \$300 lump sum stipend to cover any expenses incurred due to performing the work of the District remotely from home.
2. This section shall be non-precedent setting.

## **XI - Duration of Agreement**

1. This agreement shall remain in effect through June 30, 2021. This agreement may be reopened by either party.

## **XII - Enforcement**

1. Any difference arising from the interpretation, administration, or application of this proposed language may be addressed through the grievance procedure set forth in Article

XI of the Collective Bargaining Agreement or other remedial mechanism available by law, if applicable.

**Signed by:**

For CSEA:

For District:

\_\_\_\_\_  
Jarrod Coombes

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Signed copies of this document are on file at the District Office and with CSEA. Signatures have been removed for security purposes.