

**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 three (3) feet of distance between individuals, or current California Department of Public Health (CDPH) recommended distance.
  - 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. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
  
2. The District shall work to avoid large indoor staff meetings whenever possible, depending on the current spread of COVID. This includes all-staff PD days. To promote safety as needed, the District will utilize Zoom. If held indoors, staff meetings will be conducted in a well-ventilated room with at least six (6) feet of distancing. If staff meetings are not held virtually, they may be conducted either outdoors or in small groups as the space permits.

3. 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 and gowns/lab coats
  - 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.
4. 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.

5. 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.
6. 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.)
7. 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.
8. The District will follow Labor Code § 6403, and provide 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 - Air Quality**

1. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals, when a system can accommodate a MERV-13 or higher air filter. Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. The district will continue to ensure that building ventilation control systems, including CO2 sensors, and thermostats are programmed to operate at least one hour before school starts and continuously throughout the day and as long as facilities are occupied.
2. Given Covid and in the event of poor air quality, the District will make every effort to protect the safety of employees. This includes the PPE and safety measures, such as enhanced filter replacement cycles, shifting HVAC to recirculate air, and similar protections listed in this document. The following guidelines will apply:
  - a. When air quality index levels reach “Unhealthy for Sensitive Groups” (101-150), unit members with specific health needs regarding air quality will be provided appropriate accommodations.
  - b. If the AQI enters the “Unhealthy” range (151-200), MPCSD will implement Shelter in Place Protocol. During “Shelter in Place,” students and staff may move freely inside buildings, and teaching and work will continue. Movement outside between buildings, such as traveling between classrooms or to the restroom, is allowed. Recess and outdoor activities will be canceled or held indoors. Staff will

close and seal doors and windows. MOT will be responsible for overseeing the shift in HVAC systems using outside air to recirculating air.

- c. Recognizing that particularly virulent strains of COVID can put students at greater risk when they are indoors without a mask while eating and drinking, if the AQI rises above 200 before lunch, the Superintendent may make the decision to close schools early. Should the Superintendent choose to close schools early for these health reasons when AQI is lower than 200, CSEA would support that decision.

In the event that school is still open and AQI levels are above 200, MPCSD will hold all physical activities inside for students and staff, including recess, P.E, and lunch. All students and staff will be masked, even while eating.

### **III - 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. The District agrees to require visitors and volunteers to present proof of COVID-19 vaccination upon entry.
2. 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.
3. 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.

### **IV – 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. Testing

- a. The District and CSEA recognize and follow the statewide mandate that all school employees be vaccinated. If unit members are required to test, the district will make testing available free of charge at members' sites and during their regular working hours. If unit members do not test with the district, they must test on their own time and send HR the results. However, unvaccinated staff must test with the district.
- b. Bargaining unit members who test positive for COVID-19 shall be quarantined in compliance with CDPH, PRF, and County Health guidelines.

**V - Leaves**

1. If unit members are required to stay home or quarantine due to a positive test or close contact, in accordance with the PRF's "COVID 19 Exposure at School (CDPH)" chart (p.23), or in accordance with a written directive from a doctor, they will first be entitled to up to ten sick days at District expense. When the 10 days of district-paid leave has been exhausted, unit members will then use their accumulated sick leave. When a unit member's sick leave has been exhausted, the District will keep employees in full paid status by providing additional sick days as needed and not have days deducted from the member's sick, personal, or extended illness leave. This provision shall take effect for the 2021-22 school year.
2. Any bargaining unit member who is required by the District or a medical professional to self-quarantine due to a potential exposure or positive test result, which would prevent the bargaining unit member from performing the bargaining unit member's work shall be allowed to perform their regular work remotely to the extent possible, for the duration of the quarantine and remain in fully paid status.
3. Bargaining unit members who have COVID-19 related 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 perform their regular 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.

**VI - 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.

## **VII - 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.

## **VIII - 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.

## **IX- 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.

## **X - 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.

## **XI - Duration of Agreement**




1. This agreement shall remain in effect through June 30, 2022. 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:**

<small>DocuSigned by:</small>  <small>FD939EE84EB40E...</small>	11/18/2021
Jarrod Coombes	Date
CSEA President	
<small>DocuSigned by:</small>  <small>15711639A1124EF...</small>	11/16/2021
Kristen Gracia	Date
Assistant Superintendent	
<small>DocuSigned by:</small>  <small>40A47EFF29AC4C0...</small>	11/16/2021
Dustin Patenaude	Date
CSEA Labor Rep.	