

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS**  
**CHAPTER NO. 659**  
**&**  
**THE PORTOLA VALLEY SCHOOL DISTRICT**  
**REGARDING RETURN TO SCHOOL IMPACTS AND EFFECTS**

This memorandum is between the Portola Valley School District and the California School Employees Association and its Chapter No. 659 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID-19 conditions.

The Parties recognize the importance of following public health guidance. In the reopening of schools, the Parties agree to the principles of fostering student learning and progress, maintaining positive and healthy learning environments, and supporting the emotional health of all community members. In their commitment to these principles, the Parties have worked together and developed the agreement detailed below:

**I. Unit Member Safety**

1. Every reasonable effort shall be made to maintain healthy and safe conditions in all common areas, classrooms, and workspaces.
2. The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), SMCOE Pandemic Response Framework, and the San Mateo County Department of Health insofar as such guidance is incorporated into and made a part of the "COVID-19 Industry Guidance: Schools and School-Based Programs" ("Industry Guidance") issued by the Governor.
3. The District agrees to maintain physical distancing standards in school facilities where practical, including but not limited to incorporating the following concepts:

- a. The District shall evaluate all workspaces to ensure that employees can maintain physical distance. Physical guides such as tape on floors, or signs may be implemented where practicable.
- 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 the then current California Department of Public Health (CDPH) recommended distance. We will obligate all students to wear masks. There are instances where some students will have waivers to not wear masks.
- c. All individuals, including staff, students (except as allowed under state or county requirements), and visitors, must wear face coverings on District property at all times that cover the mouth and nose consistent with guidance from public health authorities.
- d. Where practical to maintain physical distancing, the District may install physical barriers to separate workspaces or persons.
- e. The District shall designate specific routes for entry and exit and traffic flow.
- f. The District shall provide each unit member with face coverings as specified in the CDPH guidelines.
- g. In addition, the District shall provide the following:
  - i. For staff engaged in symptom screening: Face coverings as specified in the CDPH guidelines, face shields, disposable gloves, and no-touch thermal scan thermometers.
  - ii. For front office and food service: Face coverings as specified in the CDPH guidelines and, if necessary, physical barriers (e.g., plastic partition or sneeze guard) and disposable gloves.
  - iii. For custodial:
    1. Surface cleaning: Face coverings as specified in the CDPH guidelines and gloves appropriate for cleaning and disinfecting.

2. Deep cleaning and disinfecting: Appropriate protective equipment for COVID-19 disinfection, gloves, eye protection, and face covering as required by product instructions.
  - iv. For unit members who are required to be in regular close contact with students, the District shall provide face coverings and/or face shields upon request. The District shall consider providing other requested protective equipment on a case by case basis.
  - v. Upon prior approval by the District, unit members shall be permitted to utilize additional protective equipment that they feel is necessary to secure their own health and safety.
4. The District shall develop staffing plans to ensure effective cleaning and disinfecting and communicate the plans to the responsible unit members as soon as possible.
5. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, trash cans and paper towels in reasonable proximity to each workspace. The District shall ensure that all HVAC systems comply at a minimum with industry guidance for COVID-19.
6. The District shall display postings in relevant languages promoting public health measures relevant to slowing the coronavirus and encourage employees to wash their hands as often as necessary.
7. Consistent with Labor Code § 6403, the District shall provide training to all bargaining unit employees on safety protocols, public health measures, hygiene, sanitation, cleaning standards.

## **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 shall maintain a plan to check for COVID-19 signs and symptoms consistent with CDPH guidelines. Screenings shall be considered part of the standard work-day.
3. The District shall assign health screening duties to unit members based on the need to ensure a safe and healthy educational environment taking into consideration unit members' safety concerns and willingness to perform such work.

### **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.
2. The District shall notify the relevant bargaining unit members and the CSEA Chapter President via district email as soon as practicable when it learns of a confirmed coronavirus infection of a district employee or student. The CSEA chapter president shall be informed at which site the exposure occurred. The District shall follow the guidance of the CDPH, the San Mateo County Coalition for Safe Schools and Communities, and San Mateo County Health Officer for cases and contact tracing in the school community.
3. The District shall not disclose information considered private, such as personal, medical or confidential student information unless required by law or public health authority.
4. Bargaining unit members who test positive for COVID-19 shall notify the District immediately and quarantine in compliance with CDPH and County Health guidelines until they have been symptom free for at least 14 days after the date of the test.

### **IV. Leaves:**

1. The parties shall comply with the leave provisions of the Families First Coronavirus Response Act (FFCRA), Federal and State laws, and the Collective Bargaining Agreement.
2. Bargaining unit members may use their available accrued paid leave to supplement the 2/3 pay provided under the FFCRA so that unit members receive their regular rate of pay.
3. Consistent with the U.S. Department of Labor guidance, employees may utilize FFCRA intermittently as agreed between the employee and the District.
4. When the District restricts a unit member from working on site while awaiting Covid-19 test results pursuant to county guidance the District shall provide telework when available. When a unit member cannot perform that member's regular job duties via telework, the District shall offer alternate work to perform based on operational need. Unit members who test positive shall be eligible for leave under the FFCRA or CBA.

**V. Accommodation:**

1. Consistent with law, the District and unit members who request accommodations shall participate in an interactive process. To assist in this process unit members shall submit a Request for Reasonable Accommodation Form and provide a Health Care Provider Certification Form.
2. The District shall provide all unit members working from home with a computer and any other basic equipment that the District determines is necessary to perform their assigned duties and shall cover the costs of District-approved software, programs, and online applications.

**VI. Work Assignments, Equipment and Services:**

1. On-Site Work Assignments: All unit members are required to report to work in person unless otherwise approved or directed by the District or as required by law or public health authority.
2. The District may rotate unit members' time on site or work location.
3. Depending on operational need, the District may permit unit members to work remotely for some or all of their weekly working days.
4. During Distance Learning, unit members shall remain available to render services for the duration of their duty day regardless of their physical location. Such location shall, however, enable unit members to report to District facilities within two hours of confirmed direct contact with the supervisor or within two hours of the start of the next work shift if the notification is sent outside of the employees work hours.

**VII. Curtailment of Operations:**

1. In the event it is not possible for an employee to continue to perform that employees' regular job duties due to COVID-19 related closure, partial closure, or student dismissal, the District shall offer alternate work for employees to perform based on operational need. Employees performing alternative work shall be compensated at at least their

regular rate of pay or out of class pay in accordance with the Collective Bargaining Agreement where applicable.

2. Unit members unwilling to perform alternate work may use any leave for which they are eligible under federal and state law, and the Collective Bargaining Agreement without fear of reprisal.

**VIII. Information and Further Negotiation:**

1. The District shall communicate new information it receives from local public health authorities about COVID-19 to the CSEA Chapter President.
2. The District shall notify CSEA, in writing, prior to any change in operations and will negotiate effects on terms and conditions of employment including occupational health and safety when requested.

**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 employees, and will bargain at the request of either party over the effects when required.

**X. Duration of Agreement:**

1. This agreement shall remain in effect through June 30, 2021 and may be reopened by either party in response to a change in the law, public health guidance, or District operations. The agreement may be opened at any time by mutual agreement of the parties.

**XI. Enforcement:**

1. Any difference arising from the interpretation, administration, or application of this agreement may be addressed through the grievance procedure set forth in the Collective Bargaining Agreement or other remedial mechanism available by law, if applicable.

This MOU and the changes described are effective once signed by both Parties.

Dated: September 24, 2020

Portola Valley School District

CSEA and its Chapter 659

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