

Memorandum of Understanding
Middle School Hybrid In-Person Learning

San Mateo Elementary Teachers Association (SMETA)
and
San Mateo-Foster City School District (SMFCSD)

March 5, 2021

The San Mateo Elementary Teachers Union (“SMETA”) and the San Mateo Foster City School District (“District”) enter this Memorandum of Understanding (“MOU”) regarding the District’s ongoing response to the coronavirus (COVID-19) pandemic.

SMETA and the District recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The Parties recognize that the emergency school closure that was due to the Governor’s Executive Orders N-26-20 and N-33-20 have been revised to allow the gradual reopening of the State, including schools.

The Parties agree that in-person, on-site instruction will not resume until authorized by state and local authorities. For the 2020-21 school year, the District will have full-time distance learning, hybrid in-person learning, and traditional in-person instruction options to implement as needed during the school year.

The Collective Bargaining Agreement and the Full-Time Distance Learning MOU between the Parties shall remain in effect unless modified by the provisions of this MOU. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the parties affirm that all applicable provisions of law, including the Educational Employment Relations Act (“EERA”) remain in effect.

During the 2020-21 school year, the parties recognize the need to address the district’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials,

and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) San Mateo County Department of Health and the District COVID-19 Safety Plan (CSP).

The Parties further recognize that schools may open during the 2020-21 school year when in-person instruction is allowed by the County, according to State guidelines.

Therefore, during the 2020-21 school year, the District will have full-time distance learning, hybrid in-person learning, and traditional in-person instruction options to implement as needed during the school year. The Full-Time Distance Learning option will continue as a separate program within the District pursuant to the July 21, 2020 MOU. All instructional models will open within the guidance of the California Department of Public Health), California Department of Education the San Mateo County Coalition for Safe Schools and Communities/San Mateo County Office of Education Safer Community Order of the San Mateo County Health Officer, and any subsequent and relevant San Mateo County Health Officer orders, and the District CSP. In the event of any new guidance or orders issued by these entities during the term of this Agreement, the Parties shall meet to negotiate their impact.

The District and Association agree to address the effects of the Hybrid Model of instruction on unit member employees as follows:

A. Health and Safety

1. 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”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (“Cal/OSHA”), San Mateo County Department of Health and the District CSP. In the event that these entities issue any new guidance or orders during the term of this Agreement that impact the terms of this Agreement, the Parties shall meet to negotiate their impact.

2. Definitions

Face Coverings: cloth face coverings, face shields, or masks as recommended by federal, state, and local public health guidance.

Hand Sanitizer: must be effective as recommended by federal, state, and as recommended by local public health guidance.

Personal Protective Equipment (PPE): as recommended by federal, state, and local public health guidance and includes face coverings, masks, face shields with neck guards, neck guards, barriers, gloves,

goggles, etc.

Physical Distancing: (also known as social distancing) to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

3. Personal Protective Equipment (“PPE”)

The District shall provide PPE to all unit members that is required by their assignments for every day that unit members are required to report to school sites. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE is necessary for the assignment, complies with public health guidelines and provides protection equivalent to the PPE provided by the District.

4. Face Coverings

Face coverings are required to be worn properly at all times by all staff, students, administrators and visitors age 2 and over on a school campus indoors or outdoors. The District shall deal with individuals who are not in compliance with the face-covering requirements through training, support from nursing staff and discipline, as needed.

Students and parents will be informed of all health and safety protocols for return to school in the hybrid model in the Reopening Health and Safety Handbook. Prior to reopening, the District will also send a separate notice to all families whose students are returning to school in the hybrid model with information, expectations and requirements for wearing face coverings, handwashing, ingress and egress procedures, and pick up procedures during the school day if a student develops symptoms, and that students must not be sent to school if they are exhibiting symptoms of illness. The notice will inform families that students may be reassigned to FTDL if they do not follow these health and safety protocols. Parents/Guardians must sign the Reopening Handbook indicating an agreement to follow the protocols and guidelines for on campus learning.

Students who do not consistently follow defined health and safety procedures outlined in the Reopening Handbook shall be immediately removed from the classroom and referred to an administrator or designee. The administrator or designee will conference with the student and students’ parents and will document the incident. If the student repeats such behaviors, the student will receive appropriate consequences which shall include assignment to a Full Time Distance Learning classroom.

Face coverings shall not be required for students or staff if there is a

medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.

For unit members and students who cannot wear a mask according to this section, alternative face coverings or other PPE, including Plexiglas and KN95 masks, as recommended by a medical or behavioral professional or requested by unit members, shall be used and all adults and other students interacting with the student would be required to wear a face covering.

Additional PPE (including 3-ply surgical face masks, Plexiglas for classroom teacher desks, gowns, face shields, gloves, goggles) requested by members shall be provided by the District. All requested PPE made by unit members one week prior to the start date of in-person learning must be in place prior to in-person learning.

5. Hand Washing Requirements

Every room with a sink shall be stocked with soap and hand sanitizer, or will have a hand sanitizer station placed in the classroom. Students and staff will be trained on proper usage of any handwashing procedures. The District will provide resources to staff to cover handwashing procedures with students as required by the San Mateo County Pandemic Recovery Framework at page 22.

Non-classroom workspaces and common spaces used by students or adults shall be provided hand sanitizer.

Hand sanitizer shall be provided at primary ingress and egress points on a school campus.

All handwashing/hand sanitizing supplies noted above or otherwise provided shall be checked prior to the start of the school day when staff or students are on campus and restocked as needed.

All individuals shall be required to wash their hands or use hand sanitizer upon entry to district sites and classrooms.

6. Physical Distancing: Classroom/Instructional/Academic Learning Spaces

The District shall provide for minimum physical distancing of 6 feet pursuant to applicable health and safety orders between students and employees in areas of the work site which unit members use.

Site administration shall calculate the maximum capacity of all community work spaces, classrooms, and shared offices, while maintaining physical distance requirements. The capacity of each of

these spaces shall be posted outside of each area and adhered to.

All work spaces shall be measured and marked by administration to maintain the physical distancing requirements prior to the start of in-person learning.

7. School Ingress and Egress

The District and school sites will develop plans prior to the return to in person teaching to maintain physical distancing at all facility entrances and exits including marking spaces 6 feet apart. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning. Site administrators will consult with unit members to develop a supervision schedule for ingress and egress within the work day as provided in the Collective Bargaining Agreement (CBA) Section 6.1.

Consistent with CBA Article 5 section 5.11.3, unit members who volunteer to supervise the egress and ingress of students beyond their 15 minutes total of egress and ingress supervision as stated in Section F.8 of this MOU shall be compensated for the time via hourly timecard.

8. Student Break Times

School site administration, in consultation with unit members, shall create plans and schedules before the return to in person instruction that provide equitable break times for unit members.

Break times shall be designed to maintain physical distance requirements and to maintain group stability.

9. One-Way Directions/Movement

The District and school site shall mark common walkways and common areas in order to maintain physical distancing of 6 feet.

10. Cleaning and Disinfecting

The District and school site shall ensure that all classroom spaces, restrooms, common spaces, play structures, and workspaces are cleaned and disinfected, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Cleaning and disinfecting shall be done by trained custodial personnel.

The District will maintain a safe and healthy environment for unit members consistent with Article 12 of the CBA and in accordance with the District Cleaning and Disinfecting Protocol that is consistent with

the San Mateo County Pandemic Recovery Framework.

The District shall post the cleaning protocol and a log to be initialed by custodial staff in all member work spaces and instructional areas that shows that the area was cleaned.

Disinfectant spray bottles and/or wipes will be provided to each unit member.

11. Air Ventilation and Filtration

All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions and so long as classrooms maintain temperature levels as recommended by OSHA (CBA 12.1.2).

The District shall ensure all existing HVAC systems operate on the mode which delivers the most fresh air changes per hour as indoor and outdoor conditions safely permit.

Air filters shall be replaced on a regular basis per industry standard.

The District shall provide air purifiers appropriate for the square footage of the space and that have a minimum of 5 complete air exchanges per hour.

12. Health Screening

The District shall ensure that all individuals fill out a daily health questionnaire for symptoms associated with COVID-19 infection. It shall be reviewed daily by designated staff prior to entering school buildings.

Unit members shall refer a student to site administration if they see a child exhibit COVID-19 symptoms such as fever, runny nose or cough. The student that is referred will not return to the classroom until they have not had a fever for 24 hours without medication and are symptom free, or provide a doctor's notice, or they share proof of a negative COVID test, or have been quarantined for 10 days consistent with the Framework Appendix beginning at page 41.

A student who has been exposed to COVID and is a close contact as defined by the CDC guidelines of December 9, 2020 shall not return to campus until they have been quarantined for 10 days, or after 7 days with a negative COVID test. COVID test must be completed no earlier than 5 days from the date of exposure.

13. Testing

All staff will be tested during their contracted hours for COVID-19 infection before beginning in-person instruction and on an ongoing basis of every two weeks throughout the school year. The District will provide each staff member a COVID-19 PSR self-test kit or the employee may obtain a free test at a testing site available through the County of San Mateo and San Mateo Public Health.

B. Communication

1. The District will inform all unit members at an affected site, and the SMETA president within 24 hours should it learn of a confirmed or likely coronavirus infection of District employees or students pursuant to AB 685, and will follow the guidance of the San Mateo County Pandemic Recovery Framework for Schools guidance for cases and contact tracing in the school community. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.
2. The District will follow all applicable Public Health guidelines regarding individuals who are infected with or exhibit COVID-19 symptoms or have had close contact with individuals with COVID-19.
3. In the event of school and/or District closure, the academic program shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model. The District will comply with county and state guidelines for classroom/school closure and/or return to in-person instruction.
4. The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at all school sites or district wide as appropriate. Such communication shall be by email or by telephone.

The District will provide a timeline of the scheduled reopening, any guidelines that must be followed, and/or any event that could result in the delay of the scheduled reopening.

C. Teaching and Learning in the Hybrid Model

1. When students in middle school return to in-person instruction in a hybrid model, students will transition in phases starting with stable groups of students.
2. The hybrid model will consist of an A group of students at school in-person on Monday and Tuesday and a B group of students at school on Thursday and Friday. Students who remain in Full Time Distance Learning will receive simultaneous instruction at home.
3. Teachers shall be assigned class sizes consistent with the CBA.
4. For middle school programs, the phased Hybrid Model shall include the following activities for students in-person and at home simultaneously:
 - a. Weekly SEL lessons in homeroom
 - b. Provide students and families a weekly agenda/overview
 - c. New curriculum content
 - d. Curriculum review and practice
 - e. Timely feedback on student work assignments
 - f. Diagnostic assessment
 - g. Differentiated instruction
 - h. Whole group instruction
 - i. Daily interaction between students and teachers during each period
5. The three days of distance learning in the hybrid model will include daily live engagement between the teacher and students in the classroom and at home, for the purposes of instruction/interaction, progress monitoring and maintaining school connectedness.
6. Unit members assigned to the Hybrid Model will adhere to the District content aligned grade level standards and District adopted curriculum.

D. Assignment to Hybrid Model Learning Program

All teachers will be assigned to the Hybrid Model based on the overall enrollment of students in the Hybrid Model, unless they have applied for and been placed in the Full-Time Distance Learning (FTDL) Model based on the priorities set forth in the Full-Time Distance Learning MOU (July 21, 2020.) If the need for FTDL teachers exceeds the number of teachers placed in FTDL by priority, teachers

who have expressed a preference in FTDL shall be assigned according to District seniority.

Assignments for the 2021-2022 school year shall include the right for unit members who have been given an alternative assignment to return to their previous school site as reflected by their original assignment for the 2020-2021 school year.

There will be a daily stipend of \$20 for classroom teachers who return to hybrid in-person instruction. The purpose of this stipend is to compensate teachers who have extra duty and preparation requirements due to in person instruction.

F. Work Hours/Conditions

1. Re-opening middle schools in the phased hybrid model shall occur as follows. Provided the County continues to announce tier changes on Tuesday, all phase changes will take place on the following Monday.
 - a. Middle schools will open in Phase 1 on April 19, 2021 if the County is in the Red Tier or below.
 - b. If, after two weeks the County is in the Orange Tier or lower, middle schools will move to Phase 2.
 - c. If, after two weeks, the County is in the Yellow Tier, middle schools will move to Phase 3.
 - d. If, after two weeks, the County continues in the Yellow Tier, middle schools will move to Phase 4. Because of the transition from 90 student contacts to 185 contacts per week, teachers will have one additional asynchronous day on the Wednesday prior to the start of Phase 4.
 - e. If a school has 15 students or fewer per class through all potential phases described in a-e above, students will return in person on Monday, Tuesday, Thursday and Friday. In addition, the middle schools will move to the next phase per the above tier schedule after one week instead of two weeks for Phases 1 through 3. Middle Schools will move from phase 3 to Phase 4 after two weeks if the County is in the Yellow Tier.
 - g. In the event the county is placed in the Purple Tier, middle school will revert to FTDL. In the red tier, middle schools will revert to phase 1. In the event of all other regressions the middle schools will remain

in the current phase unless the State and/or County Health Departments order schools to revert back to the more restrictive tier requirements.

2. The District will make its best efforts to equitably distribute students among the classes/teachers at the site.
3. Unit member work day is 7¼ hours (CBA Section 6.1).
4. On Monday, Tuesday, Thursday and Friday teachers in the hybrid model will provide instruction following the revised bell schedule (see attached) which includes:
 - a. In-person students shall be on campus for instruction and social interaction.
 - b. The teacher preparation time period shall be after student dismissal and lunch until the end of the work day. Teachers may be assigned student supervision duties during their traditional teacher preparation period.
5. Wednesday shall be a distance learning day for all students.
6. Unit members may work from home after students have been dismissed for the day if they are able to complete their professional responsibilities and with notification to their site administrator.
7. In the event of inclement weather, students will not be permitted to eat their snacks in the classroom.
8. Unit members who choose to work from campus on Wednesdays must leave by 1:00 pm, unless they are working in a strategic cohort class, in order for campuses to be deep cleaned between instructional cohorts and on Monday, Tuesday, Thursday and Friday, unit members must leave by 4:00 pm.
9. Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall continue unless such duties, assignments, or positions cannot be reasonably safely performed in an in-person or virtual setting.

During the term of this agreement teachers in the Hybrid Model will have their adjunct duties reduced by one (1). Hybrid teachers may be asked to supervise students during ingress and egress. It is expected that supervision will be no more than 15 minutes total per

in-person school day. Hybrid teachers and their supervisor will jointly determine which current adjunct duty will be eliminated.

10. The District will designate specific Wednesdays during the school year for site/district professional development. Unit members will provide online assignments for students on that Wednesday, but will otherwise not be available for live instruction or to families.
11. Unit members will be expected to attend virtual staff meetings once per week with their Principal as provided in Article 6, section 6.3.3 of the CBA. Staff meetings shall be conducted through a virtual meeting platform such as Zoom.
12. The Hybrid model shall adhere to the revised 2020-21 student calendar which started instruction August 17 and changed September 18, January 5, and March 12 to instructional days.
13. In the week prior to the start of a unit member's in-person instruction, they shall have 2 asynchronous days of student instruction so that the unit member may prepare for their in-person return.
14. The District will make every effort to conduct all IEP meetings and other meetings remotely. If a unit member's physical presence is legally required at an IEP meeting or other meeting that cannot be performed remotely, they will be expected to attend that meeting, provided that CDPH-required health and safety precautions are observed. Other than the IEP meetings described above, where physical presence may be legally required, all other meetings between unit members and students' family members shall be conducted through a virtual meeting platform. There will be no school Open Houses for the 2020-21 school year.
15. Unit members shall check their District email daily during the regular work week.
16. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email, telephone and/or other virtual platforms.
17. The District ordinarily does not allow unit members to bring their children to their work sites during work hours. However, the Parties acknowledge these are extraordinary circumstances, and that unit members may require child care for their own children. Unit members may bring their own children to their work site after school has been dismissed for the day and under the following circumstances:

- a. Children must be the unit member's dependents
- b. Children must not exhibit any signs of illness and children must be under the direct supervision of the unit member at all times
- c. Children must remain in the unit members' work space while at school and may not be in any other areas of campus, including but not limited to, playgrounds, staff break rooms, kitchens or in other teachers' work spaces or with other teacher's children
- d. The presence of children cannot create distraction from the unit member's required work, or any other unit member's work
- e. Children must be following all district health and safety protocols on campus, including temperature taking and wearing a face covering
- f. All unit members in a school or work place in which any unit member brings their child must sign a waiver.

G. Leaves

1. Unit members continue to have all leave rights as provided in Article 10 of the Collective Bargaining Agreement ("CBA").
2. Unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in Article 10 of the Collective Bargaining Agreement ("CBA").
3. Unit members who are placed on quarantine by a physician or county medical agency, due to suspected illness or exposure to COVID-19, and cannot work, may access leave as provided in Article 10 of the CBA.
4. The District will be flexible regarding any request it may make for medical verification of absences greater than five days, pursuant to Article 10, Section 10.1.4 of the CBA, where the absences are due to the unit members own COVID-19 illness, exposure to or caring for an immediate family member with COVID-19.

5. Unit members continue to have the rights provided under Labor Code section 230.8 in order to address child care and/or school emergencies caused by coronavirus-related concerns.
6. Unit members who have been exposed to the coronavirus and are required to be quarantined, or who self-quarantine based on medical advice or governmental recommendations/directives shall remain in paid status and continue instruction or service in full-time distance learning.
7. Should a unit member test positive for COVID-19, and be unable to teach remotely, they will use their accumulated sick leave. When a unit member's sick leave and extended sick leave is exhausted, they may apply for catastrophic leave. If the unit member has exhausted all applicable paid Leave options under the CBA, the District shall grant an unpaid leave until the unit member is medically able to return to work.

H. Salary

1. Unit members will receive their rate of pay and benefits relative to their regular schedules for teaching in the Hybrid Model.
2. In the event that any District facilities and all District operations are again curtailed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.

I. Special Education, Counselors and Psychologists

1. Special education staff including Speech and Language Specialists and Psychologists will not be required to provide services in-person.
2. RSP teachers assigned to teach a class in the master schedule will be required to provide in-person services unless they are assigned a FTDL assignment. All other RSP services may be provided virtually. RSP Teachers may be exempt from covering a class during their traditional prep period to conduct IEP meetings, consults, and assessments if an assigned RSP paraeducator supervises that class during the prep period. If no RSP paraeducator is available to supervise during their traditional prep period, the RSP teacher shall cover the class.
3. Counselors will be required to provide services in-person unless they are assigned a FTDL assignment. Counselors shall be limited to 15 in-person student contacts per day. District will identify an

appropriate space for each counselor that ensures social distancing and confidentiality.

4. Special education assessments that are necessary to comply with the law and that cannot be performed remotely may be performed in person in accordance with the Special Education Assessment MOU for School Psychologists of January 29, 2021.
5. Contracted Agency service providers will be held to the same safety protocols and testing procedures as District staff.
6. TK-8 Special Day Class (SDC) teachers assigned to the hybrid model may voluntarily choose to keep all of the students on their current case load, including those that may have chosen a FTDL placement and provide appropriate instruction meeting the needs of the students in both cohorts.

J. Music and Physical Education

During Phases 1 through 3, music teachers will shift their instruction from in-person band to a modified classroom curriculum. Music teachers will shift their instruction to a music appreciation curriculum. Students may be assigned to practice their instruments at home.

Physical education teachers will shift their instruction from in-person to a modified classroom curriculum that includes district provided health and wellness education. Students may be assigned to engage in 15 minutes of physical activities at home daily.

In Phase 4, music and physical education teachers will resume their full curriculum while maintaining health and safety protocols.

K. Teachers on Special Assignment (TOSA)

TOSA teachers assigned to teach a class in the master schedule will be required to provide in-person services unless they are assigned a FTDL assignment.

TOSA's will provide services to individuals and/or groups as well as coaching and support for teachers and staff in the Hybrid Model.

Site administration in consultation with TOSA's shall create a schedule of their coaching/support duties and prep coverage that maintains the appropriate in person contacts in each phase.

L. Substitutes

Substitutes will be held to the same screening measures and health protocols as all regular unit members.

M. Evaluations

The evaluation timeline shall be extended. The initial conference deadline will be November 15 in order to allow members to gain familiarity with the new curricula and Distance Learning.

During the term of this Agreement, Temporary and Probationary certificated members shall be evaluated consistent with Article 9 of the CBA.

Permanent members who have received an unsatisfactory on their most recent evaluation, shall also be evaluated consistent with Article 9 of the CBA.

Evaluations for Permanent certificated unit members with satisfactory evaluations on their most recent evaluation shall be suspended for the 2020-21 school year.

N. Non-Precedential Agreement

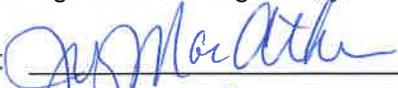
All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

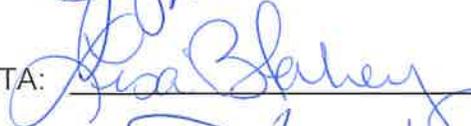
O. Terms

This MOU resolves the negotiable effects of the Hybrid Learning Model due to COVID-19.

The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and re-opening schools /or additional school closures in the 2020-2021 school year.

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement. Signed by:

For SMETA:  Date: 3/10/21

For SMETA:  Date: 3/10/21

For DISTRICT:  Date: 3/10/21