

Side Letter of Agreement
Between the
San Mateo Elementary Teachers Association (SMETA)
and
San Mateo-Foster City School District (SMFCSD)
Elementary School Re-Opening
Expansion to Five Days In-Person Instruction
April 21, 2021

This Side Letter of Agreement is by and between the San Mateo-Foster City School District ("SMFCSD" or "District") and the San Mateo Elementary Teachers Association ("SMETA"). The Parties entered into an MOU on February 17, 2021 regarding reopening elementary schools in a hybrid model in light of and in compliance with guidance from the Governor, the California Department of Health ("CDPH") and CalOSHA, as well as the San Mateo County Health Department and San Mateo County Office of Education. The MOU provides for reopening middle schools in the hybrid model beginning on March 8, 2021.

Subsequent to the ratification of this MOU the California Department of Public Health ("CDPH") modified its guidance regarding classroom space to include the following:

Maximize space between seating and desks. Distance teacher and other staff desks at least 6 feet away from student and other staff desks. Maintaining a minimum of 3 feet between student chairs is strongly recommended. A range of physical distancing recommendations have been made nationally and internationally, from 3 feet to 6 feet. Considerations for schools implementing a shorter physical distancing policy between students: focus on high mask adherence—if there are doubts about mask adherence, consider more robust physical distancing practices; consider enhancing other mitigation layers, such as stable groups or ventilation; maintain 6 feet of distancing as much as possible during times when students or staff are not masked (e.g., due to eating or drinking). (March 20, 2021 Updated Guidance Page 13.)

Consequently, the Board of Trustees has given direction to the District to expand in-person instruction in elementary schools to five days per week beginning in May in a modified traditional instructional program towards a full return to traditional instruction in the fall of 2021-2022.

Due to this change in circumstance, the District and SMETA agree to revise the MOU as follows. All other terms of the February 17, 2021 Elementary School Reopening MOU will remain in effect.'

A. Health and Safety

1. 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 three (3) to six (6) feet and reducing the number of different people with whom a person interacts.

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

The District shall provide for minimum physical distancing of 6 feet between the edge of teacher(s)/aide(s) desks and student desks. The District will use its best efforts to provide minimum physical distancing of not less than 3 feet between students as measured from the edge of their desks in the classroom. Where this is not possible, the District will provide minimum physical distancing of not less than 3 feet between students as measured from the middle of their chairs in the classroom pursuant to applicable health and safety guidance. In rooms where the desk edge to edge distancing is not possible, teachers will approve desk placement. The District shall provide for minimum physical distancing of 6 feet between students and employees in other 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.

Full Return In-Person Model means collapsing the Hybrid A/B cohorts and expanding in-person instruction to five days per week for 4 hours per day.

¹ All references in the MOU to "Hybrid Model" also mean "Full Person In-Person Instruction."

B. Teaching and Learning in the Hybrid and Full Return In-Person Model

1. When students in grades preschool and TK-5 return to in-person instruction in the Full Return model, it will be in small cohort groups of students.
2. Teachers shall be assigned class sizes consistent with the CBA.
3. For elementary school programs, the Full Return Model shall include the following activities:
 - a. Daily morning community meeting for all students
 - 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. Assessment
 - g. Differentiated instruction
 - h. Whole group instruction
 - i. Social Emotional Learning lessons (SEL)
4. Unit members assigned to the Full Return Model will adhere to the District content aligned grade level standards and District adopted curriculum.

C. Assignment to Full Return In-Person Learning Program

All teachers will be assigned to the Full Return In-Person Model based on the overall enrollment of students in the Full Return 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.

D. Work Hours/Conditions

1. The District will make its best efforts to equitably distribute students among the hybrid and FTDL classes/teachers at the site.
2. Unit member work day is 7¼ hours (CBA Section 6.1).
3. On Monday, Tuesday, Wednesday, Thursday and Friday teachers in the Full Return model shall be responsible for a 4-hour in-person instructional day which includes:
 - a. In-person students shall be on campus for 4 hours of instruction and social interaction including the morning meeting.
 - b. Teachers may provide small group instruction as social distancing allows.
 - c. All FTDL unit members who are reassigned to Full Return will begin on May 10, 2021. However, if a Full Return is made by May 3, 2021, all elementary Unit members will receive a one-time stipend of \$350.
4. 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.
5. In the event of indoor recess due to inclement weather, students will not be permitted to eat their snacks in the classroom. School administrators will need to schedule alternative arrangements.
6. 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.
7. During the term of this agreement teachers returning in-person will have their adjunct duties reduced by one (1). Teachers working in-person 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. In-person teachers and their supervisor will jointly determine which current adjunct duty will be eliminated.

8. 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.
9. 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.
10. The Full Return 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.
11. In the week prior to the start of the Full Return model, all unit members working in person shall have up to 4 hours on a time card so that the unit member may prepare for their classroom reconfigurations.
12. In the week prior to the start of a FTDL unit member's reassignment to in-person in the Full Return model, they shall have 2 asynchronous days of student instruction so that the unit member may prepare for their in-person return.
13. 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.
14. Unit members shall check their District email daily during the regular work week.

15. 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.
16. In order to minimize the number of total student contacts per unit member, itinerant staff such as TOSA's, Counselors, and RSP teachers assigned to service students in multiple cohorts May conduct their student interaction virtually.
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. The District will provide cost free learning hubs from May 3 through June 15 to unit members who return in-person to the Full Return model. Cost free learning hubs will only be for children in grades TK-8.

E. Special Education, Counselors, and Psychologists

Special education staff including RSP, Speech and Language Specialists, Counselors and Psychologists will be not required to provide services in-person. Special education staff may provide in-person services individually or with small groups of students indoors or outdoors following health and safety protocols. Staff are encouraged to provide services outdoors whenever reasonably feasible.

Special education assessments that are necessary to comply with the law will 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.

Contracted Agency service providers will be held to the same safety protocols and testing procedures as District staff.

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.

Signed by:

For SMETA: 

Date: 4/22/21

For SMETA: Julie MacArthur

Date: 4/22/21

For DISTRICT: 

Date: 4/22/21