

SMETA RESPONSE
Side Letter of Agreement
Between the
San Mateo Elementary Teachers Association (SMETA)
and
San Mateo-Foster City School District (SMFCSD)
Middle School Hybrid and Full Return In-Person Learning
April 21, 2021

This Side Letter of Agreement is by and between the San Mateo-Foster City School District ("SMFCSD") and the San Mateo Elementary Teachers Association ("SMETA"). The Parties entered into an MOU on March 5, 2021 regarding reopening middle 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 on April 19, 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 reopening of middle schools beginning on May 10 to a full return 4-5 days per week towards a 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 March 5, 2021 Middle School Hybrid In-Person Learning MOU will remain in effect.¹

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

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.

B. Teaching and Learning in the Hybrid and Full Return In-Person 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. Teachers shall be assigned class sizes consistent with the CBA.
3. 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.
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. Unit members assigned to the Model will adhere to the District content aligned grade level standards and District adopted curriculum.

C. Work Hours/Conditions

1. Re-opening middle schools in the phased hybrid model and Full Return 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. After one week, middle schools will move to Phase 2 on April 26.
 - c. After one week, middle schools will move to Phase 3 on May 3.
 - d. After one week, middle schools will move to Phase 4 on May 10.- Because of the transition from up to 45 student contacts to up to

90 contacts per week, teachers will have one additional asynchronous day on the Wednesday prior to the start of Phase 4.

If middle schools move to Phase 4 on May 10, 2021, all middle school Unit members returning in-person will receive a one-time stipend of \$350.

- e. If a school has 15 students or fewer per class through all potential phases described in a-d 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 in each phase for Phases 1 through 4.
 - f. For each student over 90 and no more than 100 contacts, a stipend will be provided in the amount of \$10 per student per period per day. No class period may exceed 18 students.
 - g. In the event the county is placed in the Purple Tier, middle school will revert to FTDL. 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 and Full Return models 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. 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.
9. 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. 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.

D. 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. 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.
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 or in-person

on an individual basis or in small groups indoors or outdoors following appropriate health and safety protocols. 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 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 24 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.

Signed by:

For SMETA: 

Date: 4/22/21

For SMETA: Julie MacArthur

Date: 4/22/21

For DISTRICT: 

Date: 4/22/21