

**MEMORANDUM OF UNDERSTANDING FOR IN-PERSON LEARNING FOR
THE 2020-2021 SCHOOL YEAR**

**BETWEEN MENLO PARK CITY SCHOOL DISTRICT (MPCSD) AND MENLO PARK
EDUCATION ASSOCIATION (MPEA) REGARDING MPEA MEMBER RIGHTS AND
DUTIES IN THE IN-PERSON LEARNING MODEL, GRADES 2-5**

This Memorandum of Understanding (MOU) is between the Menlo Park City School District Board of Education and the Menlo Park Education Association and modifies the 2020-2023 Collective Bargaining Agreement (CBA).

This MOU sets forth the protocol and terms that MPCSD and MPEA have agreed upon to govern working conditions for MPEA members in the blended learning model which is necessary due to the current COVID-19 pandemic, a public health emergency.

The current MPEA/MPCSD CBA defines unit member working conditions except where specified in this MOU.

This Memorandum of Understanding shall supersede the existing “Blended Learning MOU for 2020-21 School Year” for unit members teaching 2nd-5th grade and shall be in compliance with the CDPH and PRF guidelines. Should San Mateo County move into the Purple tier, the parties agree that the Grades 2-5 teachers will return to Blended Learning. If San Mateo County returns to the Red tier, the parties agree to return to the table within 48 hours of the state’s announcement to renegotiate the terms of this MOU. MPCSD and MPEA both support adherence to the Four Pillars plan as set forth in the Pandemic Recovery Framework for Schools (PRF) as published by the San Mateo County Office of Education.

Health and Safety

It is in everyone’s best interest to keep unit members healthy so that schools can remain open and students can continue to learn.

1. The District will provide the following PPE, Safety Measures and Training in accordance with county, state, and federal guidelines. For items noted as “upon request,” said request should be made to a member’s site administrator.
 - a. Five (5) reusable masks/face coverings per unit member, one (1) reusable mask/face covering per student, and disposable masks/face coverings available as backup

- b. Face shields for unit members upon request
 - c. Disposable gloves for unit members upon request
 - d. Smocks to wear over clothes for staff - daily if disposable or 5 if washable (ordered in multiple sizes - one size does not fit all) - for unit members upon request
 - e. A plexi-glass shield for unit members upon request, with the understanding that shields may take several months to be delivered from the time of request
 - f. Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways
 - g. Plans will be made to enable unit members and the students they work with to have access to additional hand washing stations for those members that do not have classrooms with sinks in them
 - h. Daily temperature checks of students will be completed upon their entry to the school campus. Equipment will be available for unit members to take their own temperatures, and it will be required to do so before starting their day
 - i. Occupiable square footage of classrooms will be considered when assigning students to unit members so that students and teachers are able to social-distance in accordance with current CDPH and PRF guidelines; stable cohorts will not exceed class-size limits as articulated in the current MPEA/MPCSD CBA It is clearly understood the guidelines state that the acceptable distance between teachers' desk and students' desk shall be no less that 6 feet and teachers should maintain a 6 foot distance between their students and themselves.
2. The district shall maintain a [highly sanitary working environment](#) in alignment with the San Mateo Schools Insurance Group's (SMCSIG) Cleaning & Disinfection Procedures Manual.
- a. Disinfectant spray bottles and/or wipes will be provided to each classroom provided the unit member has completed the required safety training.
 - b. The District shall provide all unit members with a written cleaning and disinfecting schedule, and shall provide a checklist/log that shows that the unit member's instructional space has been cleaned according to the weekly procedures as articulated in item 2 above.
3. The District shall structure the master schedule to minimize the number of total student contacts per unit member. The number of student contacts for each unit

member shall not exceed fifty (50) students within a school work week.

4. The Student/Staff Health Screening Flowchart, created in accordance with the PRF Health and Hygiene protocols, will be posted in classrooms and administrative offices.
5. The district will follow guidelines in the PRF “COVID-19 Response Chart” in the event that staff or students test positive for COVID-19.
 - a. Unit members who have been exposed to the coronavirus and are required to be quarantined, “sheltered in place,” or who self-quarantine based on medical advice or governmental recommendations/directives shall remain in paid status and not have days deducted from the member’s sick, personal, or extended illness leave. This provision shall take effect for the 2020-21 school year.
 - b. If a unit member tests positive, the unit member shall not be required to provide synchronous or asynchronous instruction for his/her students during the required two-week quarantine. In addition, the unit member shall not be required to provide guest teacher plans if the severity of their symptoms would prevent them from doing so, as articulated in a note from a medical professional.
6. Students who refuse to follow defined health and safety expectations shall be referred to an administrator or designee. The student will not return to class until the administrator or designee intervenes and the student agrees to follow the health and safety expectations. Parents will be contacted and the incident will be logged. Appropriate progressive discipline will be followed if a student repeats such behavior.
7. Administrators or their designee(s) will complete frequent risk assessments to make sure all safety measures are being followed and supplies in stock.
8. Should a unit member test positive for COVID-19, they will first be entitled to leave under the Families First Coronavirus Response Act (FFCRA). After FFCRA 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.
9. The District will accommodate with an alternative assignment, without loss of

compensation or benefits, those unit members who have met with Human Resources and provided an appropriate doctor's note regarding that member's own condition. The alternative assignment shall meet the parameters set forth in the doctor's note and align with a unit member's credentialing.

- a. Existing positions that allow for remote work shall first be assigned to unit members described above in section 9 who have met with Human Resources and provided an appropriate doctor's note.
 - b. If a unit member described above in section 9 is offered an alternative assignment, and they refuse, they shall forfeit the right to said alternative assignment.
10. The District will make every effort to find alternative assignments for those unit members who have household members at high risk for contracting COVID-19, and who have met with Human Resources and provided an appropriate doctor's note.
 - a. Unit members who have household members at high risk for contracting COVID-19 shall identify themselves and provide an appropriate doctor's note to HR by July 31st, 2020, in order to be considered for an alternative assignment.
 - i. Should a unit member described above in section 10(a) who was considered for, but ultimately not offered, an alternative assignment become unable to report to work due to a switch from Distance Learning to Blended Learning, the District shall procure a long-term guest teacher for the duration of the Blended Learning.
 1. During times of Blended Learning, when the position of a unit member who has household members at high risk is being covered by a long-term guest teacher, said unit member, after exhausting all sick leave, shall continue to receive differential pay (their full salary minus the cost of the long-term guest teacher's salary) and full medical benefits.
 - b. If a unit member described above in section 10(a) is offered an alternative assignment, and they refuse, they shall forfeit the right to said alternative assignment.
11. 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 tentative assignment for the 2020-2021 school year. For the purposes of the CBA 11.3.3 for the 2021-22 tentative assignments, a unit member's current "assignment" shall refer to their 2020-21

tentative assignment.

12. In the event that the district requires a unit member to move to a different classroom, the district shall provide moving materials as well as necessary storage space and either custodial support or hourly compensation for time spent packing.
13. Due to unit members' need to reconfigure their classrooms to accommodate additional students, the District shall provide teachers release from at home check ins on 2 of the days leading up to the reopening as well as a District Thursday prior to reopening, and all necessary materials. The District also agrees to ½ day on April 30 shall be given provided this does not delay the reopening of schools.
14. Unit members who are given an accommodated Distance Learning assignment or an alternate instructional assignment shall be provided with an adequate and safe work space for the job they have been assigned to do, or shall be allowed to work from home if they are unable to report to a school or district building.
14. 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.
15. MPCSD shall test unit members periodically for COVID-19, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.
16. Any community gathering that is to occur on campus (such as open house, graduation ceremonies, etc.) shall conform to CDPH and PRF health and safety guidelines.

Professional Expectations

1. The preparation time for each unit member shall be in accordance with the Collective Bargaining Agreement.
2. In light of the unique and unusual teaching circumstances members are adapting

to for the first time, in addition to a new and untested evaluation system originally designated to take effect in the 2020-21 school year, the new evaluation system shall not take effect until the start of the 2021-22 school year. For observations of tenured unit members who are not responsible for any in-person instruction, the member and designated evaluator shall come to an agreement on the form that observations will take, choosing from the options presented in the existing evaluation system for tenured employees on the Periodic Review and Conference Report. For observations of non-tenured unit members who are not responsible for any in-person instruction, at least one observation will be of synchronous, interactive instruction by the member.

3. If required to teach outdoors, a dedicated space will be provided and members will be provided with voice amplification as requested. Administrators will make every effort to find quiet spaces for outdoor classes to occur undisturbed, to the extent possible.
4. Unit members who are required to rotate between classrooms shall be provided lockable rolling storage cabinets, as requested. The District shall structure the class schedule to minimize the distance unit members must travel between classes, and assist those who have physical barriers to such movement. The District shall also provide adequate time for unit members to travel between classrooms, and adequate time to sanitize supplies being used by multiple cohorts of students when needed; this time shall not count towards a unit member's prep time as articulated in the CBA.
5. If an elementary specialist is asked to teach another subject outside of their job description, they will be provided additional collaboration time with the site specialist team.
6. Before the transition to Blended Learning, the District shall provide all unit members with a written document clearly outlining their responsibilities for the learning that will occur for students during the at-home week, as well as communicate those expectations to the parent community.
7. The District shall provide unit members with notification of any change to grading and/or assessment policies and expectations, as well as any changes to procedures and expectations for progress reporting to families, at least 4 weeks prior to the date Progress Reports are to be sent home.
8. Unit members shall only be expected to conduct in-person small group and 1:1

instruction to the extent that safety protocols, including necessary physical distancing as specified in the PRF, can be maintained.

9. Where possible, the District shall work to reduce the frequency of staff meetings by disseminating information to staff through other means, such as a newsletter format. When staff meetings are necessary, they shall be conducted through a virtual meeting platform such as Zoom.
10. 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- and PRF-required health and safety precautions are observed.

Other than the meetings described in item 10 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 such as Zoom. The District shall communicate these meeting expectations to the parent community.

11. The District shall work to ensure that all professional development is highly relevant to current circumstances of a blended learning model. The District shall conduct professional development through a virtual meeting platform such as Zoom whenever possible, and shall not require in-person professional development if the District cannot ensure physical health and safety of unit members as specified in the PRF for the duration of the meeting and for entering/leaving the meeting.
12. Student recess minutes shall not be counted towards a unit member's guaranteed prep time as articulated in the Contract.

Miscellaneous

1. The District will make every effort to provide childcare for unit members with K-5 children through internal structures. If it is necessary to resort to GrowFit and Newton childcare providers, the District will provide, at minimum, a 25% childcare discount to unit members, only for those unit members who have Kindergarten through 5th grade students. The District will make every effort to accommodate unit members whose K-5 children attend other school districts, and will subsidize them up to an amount equal to that of unit members whose children attend MPCSD schools. If the District is ultimately unable to provide childcare for unit members with K-5 children through internal structures, MPEA reserves the right to reopen negotiations around this item at a future date.
2. The District agrees to hold families to their learning program preferences. In case

of a request from a family to switch learning programs, school administrators will communicate the implications of program transfers to parents. Transfers may be granted only due to extenuating circumstances, which will be evaluated on a case by case basis by the school administrators. The rationale for the decision to transfer a student from one learning program to another will be shared with affected unit members. Unit members teaching second through fifth grade in the in-person model will not be required to provide online synchronous instruction.

MPEA and MPCSD reserve the right to re-open this Memorandum of Understanding following changes to CDPH and PRF guidelines which would impact any of the articles included in this MOU.

This Memorandum of Understanding applies to those unit members who are implementing In Person Learning during the 2020-21 school year, and will sunset on June 11, 2021.

FOR MPEA:

FOR MPCSD:

Grant Conour

Jane Yuster

Laeticia Whiteley

David Ackerman

Julia Williams

Willy Haug

Jacqueline Cebrian

Kristen Gracia

Rachel Knight

THIS DOCUMENT HAS BEEN RATIFIED BY BOTH PARTIES AND SIGNED
COPIES ARE ON FILE WITH MPEA AND THE DISTRICT