

MEMORANDUM OF UNDERSTANDING FOR TEACHING AND LEARNING (PANDEMIC RESPONSE) IN THE 2021-2022 SCHOOL YEAR

BETWEEN MENLO PARK CITY SCHOOL DISTRICT (MPCSD) AND MENLO PARK EDUCATION ASSOCIATION (MPEA) REGARDING MPEA MEMBER RIGHTS AND DUTIES DURING CURRENT TIMES OF EXTENDED THREAT FROM COVID-19 AS WELL AS REGIONAL AIR QUALITY ISSUES.

This Memorandum of Understanding (MOU) between the Menlo Park City School District Board of Education and the Menlo Park Education Association for 2020-2023 (Collective Bargaining Agreements: CBAs).

This MOU sets forth the protocol and terms that MPCSD and MPEA have agreed upon to govern working conditions for MPEA members as the district returns to full in-person learning after the previous Covid lockdown. While public health and legislative policies address many safety precautions, it is also clear that the issues arising within schools regarding pandemic precautions deserve to be defined clearly for all stakeholders. It is also clear that regional air quality, especially in light of potential COVID spread, may pose significant health risks that will demand our collaborative response. This is the intent of the following MOU.

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

MPCSD and MPEA both support adherence to the policies and procedures set forth in the most current California Department of Public Health (CDPH) Guidance for K-12 Schools in California and the San Mateo County Office of Education's Pandemic Recovery Framework for Schools (PRF). MPCSD and MPEA also recognize airnow.gov and the Bay Area Air Quality Management District as definitive sources for Air Quality Index measures and recommendations that inform our response to poor air quality.

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. PPE Requests should be made to a member's site Licensed Vocational Nurse and/or site administrator.
 - a. Disposable masks/face coverings
 - b. NIOSH-certified N95 masks

- c. Face shields
 - d. Disposable gloves
 - e. Smocks to wear over clothes for staff - daily if disposable or 5 if washable
 - f. A plexi-glass shield , with the understanding that shields may take several months to be delivered from the time of request
 - g. Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways
 - h. Box fans in lieu of ceiling fans not being safe to use
2. 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
3. Occupiable square footage of classrooms will be considered when assigning students to unit members so that students and unit members are able to be distanced at 3 feet apart, or whatever standard is required by the San Mateo County PRF; classroom groups will not exceed class-size limits as articulated in the current MPEA/MPCSD CBA
4. 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 at unit members' request.
 - b. The district shall continue to provide a written cleaning and disinfecting schedule, and shall provide access to its centralized checklist/log that demonstrates that all facilities have been cleaned appropriately. These records will also be used to assist contact tracing work.
 - c. Unit members are no longer required to scrub desks between classes, but may choose to do so if they like, using district-approved sanitizing sprays.
5. The Student/Staff Health Screening Flowchart, created in accordance with the PRF Health and Hygiene protocols, will be posted in classrooms and administrative offices.
6. If unit members are required to stay home or quarantine due to a positive test or close contact, in accordance with the PRF's "COVID 19 Exposure at School (CDPH)" chart (p.23), or in accordance with a written directive from a doctor, they will first be entitled to up to ten sick days at District expense. When the 10 days of district-paid 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 and not have days deducted from the member's sick, personal, or extended illness leave. This provision shall take effect for the 2021-22 school year.

- a. If a unit member is required to quarantine, the member may either send lesson plans to a guest teacher, or may “Zoom” instruction to the class. In addition, the Unit members shall not be required to provide guest teacher plans if the severity of symptoms prevents them from doing so, as articulated in a note from a medical professional.
7. 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, including a referral to Remote Independent Study (RIS).
8. Administrators or their designee(s) will complete frequent risk assessments to make sure all safety measures are being followed and supplies in stock.
9. The District and MPEA recognize and follow the statewide mandate that all educators be vaccinated. If unit members are required to test, the district will make testing available free of charge at members’ sites and during contract hours. If unit members do not test with the district, they must test on their own time and send HR the results. However, unvaccinated staff must test with the district.
10. Assignments for the 2022-2023 school year shall include the right for unit members who have been given an alternative assignment due to Remote Independent Study to return to their previous school site as reflected by their tentative assignment for the 2021-2022 school year. For the purposes of the CBA 11.3.3 for the 2022-23 tentative assignments, a unit member’s current “assignment” shall refer to their 2021-22 tentative assignment.
11. 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. The district will continue to ensure that building ventilation control systems, including CO² sensors, and thermostats are programmed to operate at least one hour before school starts and continuously throughout the day and as long as facilities are occupied.
12. Given Covid and in the event of poor air quality, the District will make every effort to protect the safety of employees. This includes the PPE and safety measures, such as enhanced filter replacement cycles, shifting HVAC to recirculate air, and similar protections listed in this document. The following guidelines will apply:

- a. When air quality index levels reach “Unhealthy for Sensitive Groups” (101-150), unit members with specific health needs regarding air quality will be provided appropriate accommodations.
- b. If the AQI enters the “Unhealthy” range (151-200), MPCSD will implement Shelter in Place Protocol. During “Shelter in Place,” students and staff may move freely inside buildings, and teaching and work will continue. Movement outside between buildings, such as traveling between classrooms or to the restroom, is allowed. Recess and outdoor activities will be canceled or held indoors. Staff will close and seal doors and windows. MOT will be responsible for overseeing the shift in HVAC systems using outside air to recirculating air.
- c. Recognizing that particularly virulent strains of COVID can put students at greater risk when they are indoors without a mask while eating and drinking, if the AQI rises above 200 before lunch, the Superintendent may make the decision to close schools early. Should the Superintendent choose to close schools early for these health reasons when AQI is lower than 200, MPEA would support that decision.
- d. In the event that school is still open and AQI levels are above 200, MPCSD will hold all physical activities inside for students and staff, including recess, P.E, and lunch. All students and staff will be masked, even while eating.

Professional Expectations

1. The revised Evaluation System created in 2019-20, detailed in Article 10 of the CBA, will now be implemented for all unit members undergoing evaluation during the 2021-22 school year.
2. 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.
3. 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 will provide adequate time for unit members to travel between classrooms.
4. Should either COVID and/or air quality issues require full-day, full-school closure, the District will make every effort not to cancel or reschedule the paid school day and instead to pivot to at-home learning with a reasonable balance of synchronous and independent work. Unit members will be notified by email and text no later than 6 am of the day of cancellation. Unit members will be expected

to post assignments or begin a Zoom by 9:30 AM. Unit members may choose to work from home or in their classrooms or teaching spaces during a school closure. Should schools remain closed for more than three consecutive days, MPEA and MPCSD will return to the table to create a longer term plan.

5. In the event that a full class is moved to quarantine or awaiting a test result following a positive in pool testing, unit members will arrange for virtual instruction for the class and provide a reasonable balance of Zoom and assignment schedules via Parent Square and/or the class's Learning Management System for the remainder of the all-class quarantine.
6. The District will have a plan in place to provide all students with devices as needed, including relevant apps such as Zoom, should virtual learning be required, as noted in #4 and #5 above.
7. Unit members will neither be expected nor required to allow students to "zoom in" to a class being taught in person at school.
8. The District shall work to avoid large indoor staff meetings whenever possible, depending on the current spread of COVID. This includes all-staff PD days. To promote safety as needed, the District will utilize Zoom. If held indoors, staff meetings will be conducted in a well-ventilated room with at least 6 feet of distancing. If staff meetings are not held virtually, they may be conducted either outdoors or in small groups.
9. 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.
10. Parent-teacher conferences shall be conducted through a virtual meeting platform such as Zoom. Exceptions may be made for families who do not have access to technology and/or must meet in person for legal or health reasons. Hillview unit members agree to hold the College Bound Fall Family Dinner and Parent Conference Event on the Hillview campus, with voluntary unit member participation as in the past.
11. All extracurricular and after-school events involving unit members - such as Open House and social events, concerts, drama and graduation - may be permitted, but will follow the most recent PRF and CDPH guidelines, and use AQI data from airnow.gov. The District shall communicate these meeting agreements to the member and parent communities.

This Memorandum of Understanding will sunset at the end of the 2021-22 school year.

Note: These documents are signed and on file with the union and the district. For security purposes they are unsigned in a public facing document.