

**MEMORANDUM OF UNDERSTANDING BETWEEN
KENTFIELD SCHOOL DISTRICT AND
KENTFIELD TEACHERS ASSOCIATION
REGARDING FULL REOPENING TO IN-PERSON LEARNING**

April 1, 2021

The Kentfield School District (“District”) and the Kentfield Teachers Association (“Association”), known jointly as “the Parties,” affirm the memorandum of understanding previously negotiated and executed by the parties on August 9, 2020 and the tentative agreement amendment dated January 7, 2021 regarding distance learning and hybrid instruction for the 2020-2021 school year (the “Distance/Hybrid Learning MOU”). While in effect, the Distance/Hybrid Learning MOU is incorporated herein by reference insofar as it applies to a return to full in-person instruction or continuing distance learning for students not returning to an in-person setting. If any provision contained in this MOU conflicts with any provision in the Distance/Hybrid Learning MOU or the collective bargaining agreement (“CBA”), the provision contained in this MOU shall supercede the language in the Distance/Hybrid Learning MOU, and this document shall govern and control.

I. Conditions for Opening Full In-Person Class Sizes

Prior to reopening full in-person class sizes at a school site, all of the following conditions shall be met:

1. The District shall communicate with all staff in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.
2. Upon request of the unit member with a vaccine appointment, the District shall allow staff to be vaccinated during their work hours and shall work with their site administrator and/or designee to coordinate appropriate coverage with no loss of pay for up to a two-hour period of time.
3. The District shall verify that all staff reporting to the District school or worksite have had the opportunity (includes eligibility and access) to be vaccinated for COVID-19 at the recommended dosage and waiting period to maximize the effectiveness of the vaccine.
 - a. If requested to do so by the District, unit members shall attest that they have had the opportunity to be vaccinated or that they are declining to be vaccinated. A lack of a response from a unit member shall not preclude the District from opening full in-person class sizes.
4. The Parties shall meet and certify through mutual agreement that the terms of Section A(3) have been sufficiently met.
5. For the 2021-2022 school year only, the District shall apply sections A(1-3) of this MOU to all new hires to the bargaining unit, if the new hire did not previously have the opportunity to be vaccinated.

II. Safety Provisions for the remainder of the 2020-2021 School Year:

The items in A through F below are the current safety provisions from CDPH and MHHS, and are listed for informational purposes. The District shall comply with all safety provisions from the CDPH and MHHS, but shall not be required at any time to have more restrictive safety provisions, even if those provisions are listed below. All safety provisions below will be automatically updated and modified to reflect the changes made by CDPH and MHHS, including but not limited to relaxing or eliminating said provisions. The Parties agree that the MHHS may issue more restrictive guidelines and recommendations than the CDPH, and that the District shall comply with both guidelines and recommendations. When either the CDPH or the MHHS guidelines and recommendations are adjusted to provide a lesser safety standard as compared to the other, the District shall comply with the higher safety standard.

As the CDPH and the MHHS guidelines and recommendations are adjusted to provide a new standard of safety, the Parties agree to abide by all updated guidance and recommendations, including adjusting to less restrictive requirements. The District shall not be required to do more than the CDPH and MHHS requirements at any time.

A. Full In-Person Class Sizes & Physical Distancing in Classrooms

1. A full in-person class size may contain the number of students in a regular class size according to the CBA so long as physical distancing required by CDPH and MHHS is maintained or, if unable to maintain physical distancing requirements, the size of the class shall be limited to the maximum number of students possible while maintaining physical distancing requirements required by CDPH and MHHS.
2. Unit members and staff assigned to an in-person stable group shall maintain physical distancing requirements as outlined by CDPH and MHHS guidelines including physical distancing from individuals. Unit members may voluntarily assist students in close proximity of less than that recommended by CDPH and MHHS for limited periods of time only unless their job duties require it. If unit members' job duties require working in close proximity of students, and it is consistent with CDPH and MHHS guidance, they shall be provided a workstation with a plexiglass barrier.
3. Student workstation chairs shall be arranged in compliance with CDPH and MHHS guidelines. Physical distancing in classrooms will be maximized while accommodating full classes of students within classroom space limitations.

B. Stable Groups

1. A "stable group" is a group with fixed membership that stays together without mixing with any other groups for any activities.
2. The District, in consultation with the Association, shall develop protocols and procedures to implement stable groups, that incorporate the then current guidance and recommendations for implementing stable groups based on public health guidance found in the Jan. 14, 2021 California Department of Public Health ("CDPH") *COVID-19 and Reopening In-Person*

Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year. Updated reference guides will be adhered to as made available.

3. If required by then current Public Health guidance unit members who work with a large number of students per day (middle school teachers, specialists, itinerant unit members, RSP teachers, PE teachers, etc.) shall be scheduled in a way to minimize the total number of daily in-person student contacts and to keep stable groups separate.
 - a. Band, choir, performing arts, physical education, and other classes or activities where there is increased likelihood for transmission from contaminated exhaled aerosols are permitted outdoors only provided that all physical distancing, face coverings, and safety measures are in place to the maximum extent possible.

C. Face Coverings

1. All individuals age 2 or older, including all students in grades TK-8, shall be required to wear face coverings at all times while at school or District facilities, unless exempted or as required by CDPH and MHHS .
 - a. Individuals are exempt from wearing a face covering if they have a medical or mental health condition or disability that would impede them from properly wearing a face covering, those with a communication disability, or when it would inhibit communication with a person who is hearing impaired.
 - b. Persons exempted from wearing a face covering due to a confirmed medical condition must wear a non-restrictive alternative, such as a face shield with a drape, as long as their condition permits.
2. The District shall provide a face covering to all individuals coming on to a school campus who are without a face covering.
3. Students who refuse to wear a face covering and are not exempted from wearing a face covering shall be referred to the site administrator. If the student refuses to comply with wearing a face covering, the student shall not be permitted to remain on the school site. Students in this situation shall be offered alternative educational opportunities, including but not limited to, full-time distance learning until they are able to comply with wearing a face covering.

D. Physical Distancing Outside the Classroom

1. Adults shall maintain CDPH and MHHS physical distancing requirements at all times. Students ***should*** maintain the required CDPH and MHHS distance outside of the classroom.
2. School schedules shall be developed to minimize mixing of stable groups, limit communal activities, and to minimize congregate movement as much as practicable.
3. The District, in consultation with the Association, shall develop schedules to provide student meals (breakfast and lunch) in a safe manner that incorporates the guidance and recommendations for meals by CDPH and MHHS.

E. COVID-19 School Testing

1. All bargaining unit members, staff, and students shall be provided the opportunity for free, local COVID-19 testing at no charge as often as possible but shall be required to be tested based on Public Health guidance. Members may be provided time to be COVID-19 tested during their workday. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.

F. Symptoms at School, Quarantine, and School Closure

1. The District shall comply with all health screening, isolation on campus of symptomatic individuals, quarantine of individuals or small groups, and school closure guidelines and recommendations of both CDPH and MHHS.
2. If a small group or cohort is placed on quarantine, or if a school is closed due to an outbreak, the quarantined or closed classroom(s) shall transition to temporary distance learning instruction during the period of the quarantine or school closure. If the classroom teacher is unable to teach the class due to COVID-19 illness, the class shall be instructed by a substitute teacher.
3. Unit members that are exposed to a confirmed COVID-19 case or who test positive for COVID-19 shall comply with all quarantine and testing requirements of both CDPH and MHHS.
 - a. Unit members, if able to do so, shall provide instruction or their services virtually during quarantine. In the event a class of students remains in-person, with a teacher under quarantine, the district shall hire a substitute teacher or classified support staff to supervise students in-person while the unit member provides instruction virtually, with no loss of compensation to the unit member.

III. Safety Provisions for 2021-2022 School Year

The District and the Association agree that the 2021-2022 school year shall be conducted in person, with a typical normal schedule to the maximum extent possible, subject to the requirements of CDPH, MHHS and CDE. The District and Association intend this agreement to govern the safety provisions for the 2021-2022 school year, to provide certainty and clarity as to the conditions for school safety provisions.

A. Maintenance of Health and Safety Requirements

1. The District shall maintain all health and safety provisions required by CDPH and MHHS for schools which may include but not be limited to ventilation, handwashing, PPE, cleaning and disinfecting, and COVID-19 screening. These provisions shall remain in place based on CDPH and MHHS guidance; the District shall not have to provide them if they are not required by public health guidance.
2. The District shall post on their website and make publicly available all required and current safety plans, including but not limited to, the COVID-19 Safety Plan (CSP), the Cal/OSHA Prevention Program (CPP), and the School Site-Specific Protection Plan (SSSPP).

3. The District shall comply with the public health guidelines and recommendations from both the California Department of Public Health and the Marin Health & Human Services Department. The District may also elect to comply with guidelines and recommendations from the Centers for Disease Control (“CDC”) when these provide for a higher safety standard than provided by the CDPH or the MHHS.
 - a. The Parties agree that the MHHS may issue more restrictive guidelines and recommendations than the CDPH, and that the District shall comply with both guidelines and recommendations.
 - b. When either the CDPH or the MHHS guidelines and recommendations are adjusted to provide a lesser safety standard as compared to the other, the District shall comply with the higher safety standard.
 - c. As the CDPH and the MHHS guidelines and recommendations are adjusted to provide a new standard of safety, the Parties agree to abide by all updated guidance and recommendations, including adjusting to less restrictive requirements. The District shall not be required to do more than CDPH and MHHS requirements at any time. Updated guidance and recommendations shall be incorporated into this MOU.

B. Distance Learning for the 2021-2022 School Year

1. Distance learning for the 2021-2022 school year shall be offered **at the sole discretion of the district**, if distance learning is to be offered to students for the 2021-2022 school year, upon parent request, the District shall assign students to a distance learning program for no less than one full grading period
2. As long as public health allows in person instruction for full class sizes, no in-person classroom teacher shall be required to provide simultaneous instruction (i.e. both in-person and online instruction). The exception to this provision will be Special Education teachers, who may need to provide simultaneous instruction. The parties agree to meet and negotiate any additional exceptions if required by extenuating circumstances.

C. Duration

1. This MOU shall expire in full without precedent on June 30, 2022 unless shortened or extended by mutual written agreement of the Parties.

For KSD:



For KTA:


