

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROELAND PARK, KANSAS AND BISHOP MIEGE HIGH SCHOOL

This Memorandum of Understanding (hereinafter "MOU") is made this ____ day of October 2021, by and between the City of Roeland Park, Kansas, a Kansas municipal corporation ("City") and Bishop Miega High School ("School"), a Catholic high school located within Roeland Park, Kansas.

WHEREAS, the City and School wish to enter into this MOU for the purpose of protecting the health, welfare, and safety of all Roeland Park citizens; and

WHEREAS, COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze; and

WHEREAS, the Center for Disease Control ("CDC") has advised that wearing face coverings substantially reduces transmission of COVID-19 and its variants by blocking exhalation of virus-containing droplets into the air; and

WHEREAS, the CDC strongly promotes vaccination as the leading public health prevention strategy to end the COVID-19 pandemic; and

WHEREAS, the CDC recommends universal indoor masking by all students age 5 and older for faculty, staff, students, and visitors to K-12 schools, regardless of vaccination status; and

WHEREAS, on August 5, 2021 the Johnson County Board of Health ordered public and private schools in Johnson County that house Kindergarten through 6th Grade students to require indoor masking; and

WHEREAS, the City has passed Resolution No. 692 which mandates the wearing of masks and other face coverings by individuals when indoors in public spaces; and

WHEREAS, the City and School agree that students benefit academically, mentally, spiritually and emotionally from in-person learning; and

WHEREAS, the City and School have mutually agreed that the School will require the wearing of masks by its faculty, staff, students, and visitors pursuant to the terms outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the City and School understand and agree as follows:

1. Term. This MOU shall be in effect until January 7, 2022, unless extended, modified, or amended pursuant to the mutual agreement of the City and the School.

2. Vaccinations. The School hereby agrees that it will continue to promote the COVID-19 vaccination to its faculty, staff, and students as the best prevention against contracting the Coronavirus. The CDC has indicated that people who are fully vaccinated against COVID-19 are less likely to become infected and develop symptoms and are at substantially reduced risk from severe illness and death from COVID-19 compared to unvaccinated people.
3. Physical Distancing. Due to the importance of in-person learning, City and School agree that School will endeavor to promote physical distancing to the extent possible within the structures of the School. City and School further agree the School should not exclude students from in-person learning to keep a minimum distance requirement. The CDC recommends School maintain at least three (3) feet of physical distance between students within classrooms, where possible. School agrees it will endeavor to achieve three (3) feet of physical distance between students where possible within the School and its other facilities.
4. Screening. Screening testing identifies infected people, including those with or without symptoms (or before development of symptoms) who may be contagious, so that measures can be taken to prevent further testing. Within the School, screening testing can help promptly identify and isolate cases, quarantine those who may have been exposed to COVID-19 and identify clusters to reduce the risk to in-person education. Screening testing should be done in a way that ensures the ability to maintain confidentiality of results and protect student, faculty, and staff privacy.

The School agrees it will test any and all faculty, staff, and students that display COVID-19 symptoms (including but not limited to: shortness of breath, loss of smell and/or taste, and fever), that request to be tested for COVID-19, that have been in close contact with someone that has tested positive for COVID-19; and any other person the School deems necessary to test for COVID-19.

5. Masking. The CDC has indicated that when consistently and correctly worn, a mask will protect others as well as the individual wearing the mask, and that consistent and correct mask use is especially important indoors and in crowded settings, when physical distancing cannot be maintained. The City passed Resolution No 692 which mandates the wearing of masks and other face coverings while indoors in public spaces. On September 21, 2021 the School amended its masking policy to make masking optional for faculty, staff, and students. The City and School agree this voluntary masking policy may continue so long as the School does not experience a substantial or high level of transmission, as defined below.

The CDC defines levels of community transmission as total new cases per 100,000 persons. The School's population is far smaller, but the CDC's definition is instructive. Therefore, the below chart shall be used to define "Low," "Moderate," "Substantial," and "High" levels of community transmission within the School.

Transmission Level	Percentage of School Pop. That Has Tested Positive Within Last 7 Days	Universal Indoor Masking Required?
Low	Less than 5%	No
Moderate	Between 5% and 7.9%	No
Substantial	Between 8% and 9.9%	Yes
High	Greater than 10%	Yes

The School hereby agrees that if it achieves “Substantial” or “High” community transmission, it will require universal indoor masking for all faculty, staff, students and visitors. The community transmission percentage shall be calculated each week, on Monday, to determine that week’s community transmission level. The School agrees it will continue to require universal indoor masking until its community transmission level returns to the “Moderate” or “Low” levels.

6. Other Prevention Methods. The CDC has recommended the following additional prevention methods, and City and School agree it will encourage and implement these and other methods of illness prevention.

- A. Ventilation. Improving ventilation is an important COVID-19 prevention strategy that can reduce the number of virus particles in the air. Bringing fresh outdoor air into a building helps keep virus particles from concentrating inside. This can be achieved by opening multiple doors and windows, using child-safe fans to increase the effectiveness of open windows, and making changes to the HVAC or air filtration system, if economically feasible.

- B. Handwashing and Respiratory Etiquette. Faculty, staff, and students should practice handwashing and respiratory etiquette to keep from getting and spreading COVID-19. The School can monitor and reinforce these behaviors and provide adequate handwashing supplies. The School agrees it will instruct its faculty, staff, and students to handwash with soap and water for at least twenty (20) second, and remind everyone in the School to wash hands frequently. The School agrees it will instruct its faculty, staff, and students to practice proper respiratory etiquette by covering coughs and sneezes.

- C. Staying Home When Sick. Faculty, staff, and students who have symptoms of infectious illness, such as influenza (flu) or COVID-19 should stay home and be referred to their healthcare provider for testing and care, regardless of vaccination status. Staying home when sick with COVID-19 is essential to keep COVID-19 infections out of schools and prevent spread to others. The School agrees it will allow

flexible, non-punitive, and supportive sick leave that encourages sick employees and students to stay home without fear of retaliation or punishment.

D. Contract Tracing. To the extent allowable by privacy laws and other applicable laws, the School should collaborate with state and local health departments to confidentially provide information about people diagnosed with or exposed to COVID-19. This allows identifying which students, faculty, and staff with positive COVID-19 test results should isolate, and which close contacts should quarantine. The School will report new diagnoses of COVID-19 to its state or local health department as soon as they are informed. Further, the School will notify faculty, staff, and families of students who were close contacts as soon as possible (within the same day if possible) after the School is notified that someone in the school has tested positive.

E. Cleaning and Disinfection. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting removes any remaining germs on surfaces, which further reduces any risk of spreading infection. If the School becomes aware of any person that tests positive for COVID-19 and has been inside the School or any of its other facilities within the preceding 24 hours, the School will endeavor to thoroughly clean each and every room the infected person occupied.

7. Further Acts. City and School shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.
8. Notice. Whenever any provision of this MOU requires the giving of written notice, it shall be deemed provided if delivered in person, sent by email with read receipt, sent by facsimile, or sent by registered or certified mail, postage prepaid, to the following:

City:

City of Roeland Park, Kansas
Attn: City Administrator Keith Moody
4600 W 51st Street
Roeland Park, Kansas 66205

School:

Bishop Miege High School
Attn: President Randy Salisbury
5041 Reinhardt Dr.
Roeland Park, Kansas 66205

9. Modification. This MOU may not be modified or amended except in writing mutually agreed to and accepted by both parties to this MOU.

10. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written.
11. Severability. In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this MOU shall be interpreted as if such unconstitutional, invalid, or unenforceable provision was not contained herein. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and the Parties may renegotiate the terms affected by the severance.
12. Counterpart Signatures. This MOU may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument.
13. Governing Law. This MOU shall be governed under and construed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

BISHOP MIEGE HIGH SCHOOL

By: _____

Randy Salisbury, President

Date: 10/18/2021

CITY OF ROELAND PARK, KANSAS

By: _____

Mike Kelly, Mayor

Date: _____