

**MEMORANDUM OF UNDERSTANDING BETWEEN PALO
ALTO UNIFIED SCHOOL DISTRICT AND PALO ALTO
EDUCATION ASSOCIATION**

**2020-2021 Special Education Preschool - Post
Secondary School**

- I. Special Education Schedule
 - A. Students receiving special education services and identified as Moderate-Severe/Futures will be brought back to campus no sooner than September 28, 2020, as allowable by current State and County deadlines. However, if SCCPHD and California State guidelines advise a later return, Parties will adhere to the latest return date.
 - B. Students will return in a hybrid model with two cohorts A and B.
 1. Cohort A: Students in Cohort A will attend in-person classes on Mondays and Thursdays.
 2. Cohort B: Students in Cohort B will attend in-person classes on Tuesdays and Fridays.
 3. Wednesdays will be independent teacher planning and meeting time.
 4. Each student's one-to-one aide will do scheduled synchronous work with the student remotely when not at school as required by their IEP.
 - C. As stated in the State guidelines, the number of students on a given school site should not exceed 25% of the school's enrollment or available building capacity. The only students that may return for in-person learning prior to State guidelines being met are students who, for reasons of disability, cannot access remote learning at all.
 - D. Students receiving resource and mild to moderate educational services will not return to in-person, hybrid learning until October 12, 2020, and only if Santa Clara County has reached and remained on the lowest-color tier for 21 consecutive days.
 - E. If the district has 25% of the population that test positive for COVID-19 and has to shut down all in-person learning, all SpEd classes that have returned in-person before the Gen Ed Population will immediately return to distance learning until the Gen Ed population returns. If that occurs and Santa Clara County returns on the watchlist the district will immediately return to distance learning through January 7, 2021. If we are still on the state watchlist on January 7, 2021 we will open when SCCPHD/CDPH announces it is safe to reopen.
 - F. Any in-person instruction for special education students will adhere to State and County mandates for cohort size and adult to student ratio, whichever is strictest.

Cohorts may not mix, and are, as of this time, limited to no more than 14 students with no more than two (2) supervising adults. Students whose IEPs require a one-to-one aide shall be provided with this aide. Per the new guidance, this person is not counted as one of the two adults per 14 students. This person or persons will be provided full PPEs, including, but not limited to, face shields, by the District (refer to Safety Equipment and Personal Protective Equipment, "PPE").

- G. Meetings will be conducted in accordance with requirements related to group gatherings as determined by the Santa Clara County Public Health Department. Further, the parties acknowledge the benefits of participation in virtual as opposed to in-person meetings to the extent possible.
 - H. All social distancing and personal protective equipment (PPE) guidelines must be adhered to, as set forth in the following Health and Safety section.
 - I. Specialized providers (e.g. Speech and Language, ELL, Reading Specialist, etc.) will continue to provide their services remotely to minimize increased contacts and potential spread of COVID-19.
 - J. No bargaining unit employee shall be directed to conduct home visits.
 - K. No bargaining unit employee shall be directed to complete in-person assessments (academic, health, hearing, etc) unless Santa Clara County is no longer on the state watchlist and SCCPHD declares it safe to resume in-person instruction.
 - L. It may be necessary for bargaining unit employees, including SAI teachers, to complete more than 9 assessments during the 2020-2021 school year, particularly to address outstanding assessments that were not completed during the shelter-in-place in Spring semester of 2020. The District will first seek volunteers to complete assessments; if there are not enough volunteers, the District will assign District staff to complete outstanding assignments. Each assessment above 9 will be compensated at the Hourly Teaching rate in Appendix H (once updated to reflect the retroactive raise from 2019-20).
 - M. No bargaining unit member shall be directed to toilet or feed students, change/access feeding tubes, wash students' hands for them, be required to physically redirect or restrain students, or otherwise engage in behavior that could expose them to COVID-19. A nurse will be provided for those services.
- II. Caseload/Class Size
- A. Moderate to Severe/Futures classes will be no larger than 8 students.
 - B. Mild to Moderate classes will be no larger than 12 students.
 - C. Resource caseloads during COVID-19 hybrid learning shall not be higher than 20 students.
- III. Health and Safety
- A. Before reopening, the district will provide to all staff a safety plan with a list of PPE, protocols and checklists that show compliance with all state and locally required regulations in order to show that they are ready to open safely. All

employees will be notified that their site administrative team will be responsible for these safety protocols.

- B. One full-time nurse will be provided at every school site.
- C. Parties agree that the following safety and PPE provisions shall hold when students and bargaining unit members are on campus, whether in hybrid learning mode or in targeted small groups or cohorts.
- D. When physically reporting to a District school site or facility, bargaining unit employees will comply with applicable requirements and guidance from federal, state, and local governmental entities and public health officers.
- E. Prior to reporting to any District site, bargaining unit employees shall self-screen themselves for COVID-19 symptoms – consistent with the most current list of symptoms published by the CDC, the state or California, or by the Santa Clara County public health officer – and immediately report any positive findings to the Principal. Bargaining unit employees also shall immediately notify the Human Resources Department if they have been exposed to COVID-19 through close contact or have received a positive diagnosis of COVID-19 from a health care provider or via a test.
- F. COVID- 19 Testing
 - 1. The District will provide COVID-19 testing to all staff and students on a regular basis, every 10 days or as needed due to exposure risk. A parent group is offering to help research, fund and execute full testing for staff and students. This will mitigate the district cost for implementation of testing.
 - 2. Testing of all SpEd and PAUSD+ students and all staff returning to campus will be conducted with sufficient time to obtain results before returning to campus. If results from testing have not arrived, a return to campus will be delayed until results of all parties returning to campus have been received.
 - 3. This testing will continue and be expanded to General Education students and all staff before October 12, 2020. As stated above, all such testing shall be conducted with sufficient time for all results to arrive prior to General Education students and staff returning to campus.
 - 4. The District will comply with SCCPHD, CPHD and Cal-OSHA requirements for reporting and notifying bargaining unit employees of situations where a student or District employee has been diagnosed with COVID-19, as well as complying with SCCPHD requirements for contact tracing. Due to privacy/confidentiality issues, the parties understand that the District will not be able to provide the identity of the person who has received the positive COVID-19 diagnosis. All persons who may have come in contact with the infected individual will be notified per SCCPHD and CPHD requirements. With respect to an individual who is diagnosed with COVID-19, the District will, if applicable, notify the Association of the location(s) where the individual was present on District premises during the suspected incubation/active infection period.

G. Safety Equipment and Personal Protective Equipment (“PPE”)

1. The District will provide all Special Education staff with medical grade PPE (e.g. masks, disposable gloves, gowns, Plexiglas barriers, face shields, etc.), in sufficient quantities, based on the recommendation and guidance from SCCPHD, to all unit members working on campus.
2. In lieu of using District-provided face coverings, unit members may bring their own face coverings so long as the face covering complies with public health guidelines and provides equivalent protection. Unit members shall not be required to bring their own face coverings, and no unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
3. The District will create a process, specific to each site, by which impacted unit members shall have access, daily, to the appropriate PPE. If the District cannot provide the appropriate PPE, and unit members do not have their own, members will be sent home for the day, without loss of pay or leave and without incurring any negative evaluation. Any in-person classes taught by the unit member will resume when sufficient face coverings, or as applicable, PPE is available.
4. Bargaining unit members who provide specialized health procedures or close contact therapies can access N95 masks. This includes, but is not limited to, Nurses, Speech Language Pathologists, Orientation & Mobility Teachers, Special Education Teachers and Specialized Academic Instructors. In addition, wherever possible, these bargaining unit members may conduct their job functions outdoors.
5. Every classroom and therapy room with a sink, will be stocked with soap (hypo-allergenic if needed for students or staff), hand sanitizer with at least 60% alcohol, and no touch hand drying equipment or paper towels.
6. In the case of bargaining unit employees being on campus, the District shall ensure all HVAC systems are set to operate on the mode which delivers the most fresh air changes per hour. Air filters will be changed prior to the start of the school year and in recommended intervals in accordance with the manufacturer’s recommendation for the best filtration, including open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Portables shall be equipped with air filters with a large enough capacity and flow rate for the square footage of the room. The parties affirm that public health officials have indicated based upon currently known information - which is subject to change - that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. If a location does not have adequate HVAC or functioning windows, a bargaining unit employee may not be required to use the

space. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

7. Face Covering Requirements

- a) Face coverings are required to be worn at all times by all adults on a school campus indoors or outdoors, except while eating or drinking. Face coverings are not required if a person is alone in an office, classroom or other space, unless the District notifies them that a face covering must be worn at all times.
- b) In lieu of a cloth or disposable face covering, bargaining unit employees may, only if approved by the District in writing, wear a face shield, allowing for their speech to project and for students to have the ability to view facial expressions.
- c) Face coverings are required for all students at all times, except while eating, drinking, or engaging in physical activity.
- d) Face coverings may not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. However, if the student engaged in biting, spitting, or other behavior that increases the potential spread of droplets, the student is to be removed from the classroom at the time, until the situation is resolved, and the unit member is to notify the principal.

8. Hand Washing and Other Safety Procedures

- a) The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- b) All individuals shall make every effort to wash their hands or use hand sanitizer consisting of at least 60% alcohol upon entering school sites, and will periodically wash and/or sanitize their hands throughout their workday.
- c) The District will comply with the following hand washing requirements:
 - (1) Every classroom on every site with a sink, as well as all bathrooms, will be stocked with soap (hypoallergenic if needed for students or staff), hand sanitizer with at least 60% alcohol, and paper towels.
 - (2) Hand sanitizer and/or portable hand washing stations shall be provided at commonly used areas in each site, stocked with hand sanitizer containing at least 60% alcohol and/or soap.
 - (3) Non-classroom workspaces and common spaces shall be provided hand sanitizer with at least 60% alcohol.
 - (4) All hand sanitizing and/or hand washing stations, bathrooms, classrooms with sinks, and non-classroom workspaces and common spaces noted above or otherwise provided shall be checked and restocked as

quickly as possible and prior to the beginning of each day that staff and/or students are on campus and frequently disinfected.

9. Safety Protocols

- a) Designated entry and exit points as determined by the district to be practicable for the unique design of each school facility and will be communicated to members.
- b) Social Distancing Safety Protocols and Procedures for access to classroom and non-classroom facilities and areas will be determined by the district and communicated to members.
- c) Enforcement protocols: The District shall develop procedures to promote consistent adherence to and enforcement of established safety protocols, including risk assessments (e.g., ventilation systems) and PPE supply inventory.
- d) The District will follow requirements for monitoring and response as provided by the SCCPHD Department. Where there is a conflict between the guidelines or orders from CDPH and SCCPHD, the SCCOE will adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- e) Unit members will not be required to enforce physical distancing rule violations; however, if they observe such a potential violation, they shall immediately notify their supervisor.
- f) A dedicated discretionary fund for the superintendent to quickly address safety issues arising after reopening.

IV. Compensation

- A. Since Santa Clara County is not off the state watchlist, all members who are being required to return in person before the general education teachers and students shall receive hazard pay of time and a half until general education students and teachers return.

V. Prep Time and Duty Free Lunch

- A. All members returning to campus prior to State general reopening guidelines will receive the same amount of Prep time as their General Education Elementary and Secondary counterparts during distance learning.
- B. All members returning to campus will receive a 45 minute duty free lunch.

VI. Evaluations:

- A. Upon mutual agreement between the evaluator and unit member, evaluations for permanent certificated unit members with satisfactory evaluations on their most recent evaluation shall be evaluated according to the following informal process:
- B. All permanent certificated unit members will meet with their direct supervisor before October 15 for a goal setting conference.
- C. Supervisors will conduct informal observations for support and supervision of instruction throughout the year. Unit members will meet with their supervisor by May 1 for an informal reflection meeting to capture key learning and growth.

- D. In order to record that an evaluation was completed, a document shall be placed in the unit member's personnel file stating as follows: "The evaluation for the 2020-2021 school year was completed according to the informal process set forth in the COVID-19 MOU between the District and PAEA."
 - E. Unit members shall be held to the same standards of professionalism they have always aspired to meet and which applied prior to teaching in a distance learning model. No further information shall be added to the evaluation document described in section c. above unless the evaluator has concerns to record in this regard which have been discussed with the unit member as they have arisen.
 - F. Temporary and probationary employees will be evaluated pursuant to Article X Evaluations.
 - G. Bargaining unit members who were on a support/improvement plan will be evaluated in 2020-2021.
 - H. Evaluations will be done by administrators who have been trained in strategies to effectively evaluate teachers in a distance learning environment.
 - I. Considerations for limitations and/or malfunctions of technology will be taken into account in the evaluation. Teachers will be provided support and training in use of technology for a distance learning environment.
 - J. If a bargaining unit member feels that an observation has not represented their teaching practice accurately, that bargaining unit member may request that the evaluator conduct one additional observation which may be used to replace or supplement the original.
 - K. Supervision and feedback will be provided to all certificated staff in order to support them in the expectation that they meet or exceed professional standards including the CSTPs.
- VII. Leave Provisions (*still working on Leave Provision for all members the following is the minimum*)
- A. Unit members who have been exposed to the coronavirus and are required to be quarantined, 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 as long as they are able to provide distance learning during that time period.
 - B. If an employee believes that they contracted COVID-19 at work, then the employee may file a Workers Compensation claim and be covered under Article XI of the Collective Bargaining Agreement.
- VIII. Miscellaneous Provisions
- A. Staff will be given two weeks notice if possible, but at least one week to effectively prepare should a change in circumstances result in instructional model changes. The District understands that it is important to provide as much notice as is practicable under the circumstances.
 - B. The parties acknowledge that additional subjects may arise as events unfold and governmental entities issue more guidance, including the safety of students and staff as schools reopen. The District will continue to follow the Guidance of the

CDC and the Santa Clara County Health Department and other governmental entities related to pandemic health and safety matters.

- C. The District and the Association are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including during days of school recess as necessary) that may arise as schools reopen for the 2020-2021 school year to best serve their Shared Interests first stated above.

This MOU Expires on June 30, 2021