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

**2020-2021 ELEMENTARY SCHOOLS INSTRUCTIONAL SCHEDULES IN A COVID-
19 ENVIRONMENT**

This Memorandum of Understanding (MOU) between the Palo Alto Unified School District and the Palo Alto Educators Association sets forth the parties' agreed upon negotiated effects of District decisions regarding the establishment of 2020-2021 elementary schools instructional schedules in a COVID-19 environment.

I. Shared Interests: This MOU is based on the following shared interests of the parties:

- A. Meet the diverse educational, social emotional needs of all students.
- B. Protect the safety of all students and staff.
- C. Acknowledge the professional expertise of educators on how to innovate to meet student needs through individual and collaborative creativity and ingenuity.
- D. Provide as much flexibility as possible to allow for adjustments in the delivery of education to students based on mandates or recommendations from governmental entities.
- E. Provide as much consistency as possible in the instructional schedules regardless of the degree to which education and learning occur remotely or in person.
- F. Allow for candid and constructive conversations among all educators so that "course corrections" can occur quickly and with the least amount of disruption to teaching and learning.
- G. Provide clarity about what teaching and learning look like when students are not designated to be in physical attendance on a school day. Establish and manage the expectations of teachers, students, parents, and the District community.

II. This MOU specifically addresses the Elementary Schools Instructional Schedule ("Bell Schedule"). It is understood that starting/ending, lunch and other times may continue

to vary by school according to past practice. Negotiable matters pertaining to the 2020-2021 School Year currently being negotiated also pertain to the Secondary Schools Instructional Schedule. Other matters which may be the subject of future negotiations may include: Leave Provisions and other changes in negotiable working conditions not already covered by and in compliance with the negotiated Agreement (Agreement).

III. Elementary students will begin the 2020-2021 school year with full distance learning until January 2021. In January, if Santa Clara County has been off the watchlist for 14 days, in-person classes with small cohorts will begin. If cases start to rise again the District will move back to distance learning. ***Elementary general education classrooms are expected to begin the 2020-2021 school year in a distance learning model (schedule attached.) PAUSD+ and Special Education Classes may return as early as August 17, 2020, or once the District meets the requirement of 14-days off of the COVID-19 watch list.*** The 2020-2021 Bell Schedule to be adopted by the Board of Education permits all students to return to school on a two cohort schedule ***on a date determined by the Board of Education. In making this determination, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the Santa Clara County Department of Health Re-Opening Schools issued as of July 17, 2020 insofar as such guidance is incorporated into and made a part of the "COVID-19 Industry Guidance: Schools and School-Based Programs" ("Industry Guidance") issued by the Governor, Cal/OSHA and the California Department of Public Health on July 17, 2020, as well as any other orders issued by these entities during the term of this MOU, except as provided in Section III. F below.*** Students in each grade shall be divided into two cohorts of roughly equivalent numbers ("A Cohort" and "B Cohort") according to a method to be established by the District.

- A. ~~All teachers will follow the "Distance Learning Schedule" (attached). Note: that is added to III. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to full distance classes. Note: that language is below.~~
- a. ***All elementary teachers will take daily attendance within the first ten minutes of each instructional block.***
 - b. ***All elementary teachers will provide daily synchronous instruction, including at the beginning of each instructional block.***
 - c. ***All elementary teachers will be available / present during the school day, as they are during an in-person model of instruction.***

- d. Teachers will not be required to be on campus ~~during this time~~ if school sites are required by order to be closed.
- e. Teachers will have time during the teacher workdays to go into their classrooms to sort materials for distributions to students (distribution plans may be coordinated with PTA volunteers though volunteers on campus may be limited for safety reasons. Safety procedures will be given to teachers ahead of time by the site administrators. Teachers will complete compliance trainings during teacher workdays as an important part of safety practices. ~~Teachers with medical conditions will not be required to go onto school campuses.~~
- f. ~~By October 1, 2020 District, PAEA and CSEA workgroups will be formed at each level (Elementary, Middle and High school) would form to work out the details of in-person reopening, and that work would go to school site workgroups to create an implementation plan at the school site level.~~

- B. When school resumes to in-person in-class teachers will follow the “Elementary Teacher Schedule” (attached). In-Class Teachers will be given extra prep time to assign and review work for the distance learner groups. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to on-site classes. At home learning for students may include lessons and activities in areas such as Social Studies, Science, Art, and Teachers College units. ~~In-class Teachers will follow the “Elementary Teacher Schedule” (attached). If schools are required to close all teachers will go back to follow the “Distance Learning Schedule” (attached).~~
- BC. Distance teachers for Asynchronous Learning: The District will assign Distance teachers who will provide asynchronous on-line learning in Science and Social Studies for students in A and B cohorts on the days when they are not physically in class.
- C D. Distance teachers (during the in-person hybrid model):
 - 1. When school resumes to in-person in-class hybrid model Distance Teachers will be allocated to teach students whose parents choose a full-distance learning model instead of the in-person hybrid model. These teachers will follow the “Distance Learning Schedule” (attached). Students who opt for full distance learning will be assigned to a Distance teacher. Distance teachers will be selected by the District according to the criteria set forth in section E of Article VIII (Transfers) of the Agreement, with volunteer applicants considered prior to District initiated transfers. For purposes of this MOU, “staffing needs of the District,” shall, in addition to those needs already listed in the Agreement, take into account the efficacy of the distance learning program, and those unit members in high-risk groups, as appropriately verified by medical personnel, due to their own circumstances or based on those for whom

they provide care.

2. ***Remediation will not be provided for Distance classes which exceed*** The Class Size Staffing Ratios ***by more than five students*** for Distance classes, ***for the distance only model and during the return to school hybrid model***, shall be one teacher per average of thirty students. This ratio does not apply to teachers designated to create asynchronous Science and Social Studies lessons. ***shall be five students above the Class Size Staffing Ratios listed in Article IX Class Size.*** By way of example, Article IX, Class Size A reads, Grade K.....one teacher per average of 19 students. Distance classes, Grade K.....one teacher per average of 24 students. Grades 4-5.....one teacher per average of 24 students. Distance classes, Grade 4-5.....one teacher per average of 29 students

3. Teachers will not be required to be on campus during this time.

Article IX Class Size, section A (Class Size Staffing Ratios) shall apply for Distance teachers as follows:

a) If a distance class(es) is formed by school (i.e., students from one school requesting distance learning making up one or more classes), the contractual school staffing ratio for the appropriate grade shall apply.

b) If a distance class(es) is formed across schools (i.e., students from different schools requesting distance learning and divided into classes), the contractual school staffing ratio for the appropriate grade shall apply accordingly to the number of distance students and distance teachers.

D E. Schedule:

1. 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.
2. The parties acknowledge that the Bell Schedule is in compliance with Article XIII Working Conditions, section A (Elementary Preparation/Planning).
3. The parties acknowledge and agree that this Bell Schedule is a variance from Article XIII Working Conditions, section K (Full Day Kindergarten) with regard to the instructional day from the beginning of the school year through mid-October. ***The half day morning and afternoon groups will continue until the district can resume a normal Pre-COVID schedule.*** ***county guidelines allow for full day classes to be in person in a single cohort.***

4. Planning and Collaboration: Wednesdays will be early release days for students to allow for these meetings.
5. Staff Meeting times and days will be determined by the principal and staff in accordance with Article VII Hours, section A.7.
6. Shifts of recess and lunch times during the day may be embedded in the Bell Schedule of each school site in order to accommodate cohort consistency.
7. Potential staggered start and end times for individual school sites and / or grade levels may also be developed in order to maximize safety measures. **Instructional minutes and school day minutes will remain consistent across school sites. School day minutes may differ *though some site(s) may adjust recess in order to adjust dismissal time.***

E. Article IX Class Size, section A (Class Size Staffing Ratios) shall apply to on-site classes.

F. **When classes resume in-person learning all Special Education classes will follow the same "Elementary Learning Schedule" hybrid model (attached) as general education classes.** In order to meet the special and different needs of all student populations, some students may physically attend school and receive In Person Learning five days per week. Special Education class teachers who provide such In Person Learning five days a week will receive their full allotment of prep time and will not be responsible for distance learning. **The district will assess the size of those classrooms and the number of adults, including specialists, who can safely be present at the same time according to the County's SCCPHD social distance requirements of 6 feet. If square footage is determined to be inadequate to meet safety requirements, the district will look for another space for these classes.**

IV. Calendar

A. Two of the three Staff Development days in the calendar will be moved to August before school starts. The student instructional year will consequently start later than the currently scheduled start date. The student end date remains the same and the Certificated Calendar remains unchanged.

B. Professional Development Prior to the Start of the 2020-2021 School Year. All elementary teachers **shall may shall be expected** expected , and **strongly encouraged to** complete **prior to August 10, 2020**, the start of the 2020-2021 school year, learning modules designed specifically for the teaching models being established. Completion of the modules will take approximately 10 to 12 hours, for which each teacher shall be paid a stipend of \$600 **\$684 per the Professional Development Hourly Rate, Appendix H of the Collective Bargaining agreement** or shall earn 12 hours towards units for salary advancement. **All elementary teachers shall be required to have these modules completed prior to the arrival of students. To that end, Those teachers who are unable to complete the training prior to the start of the work year will complete the training during the two staff development days the week of August 10th. will be given opportunities to do so**

through substitute days, on staff development days or be given the \$684 stipend to complete it on their own time.

C. Professional Development Provided During Staff Development Days. The content, **which may be provided virtually**, of these days shall center on instructional practices and technology tools most relevant to the educational model being provided to students, and may include:

1. Blended Learning, Flipped Classrooms, Schoology, SeeSaw, **Google Classroom** or other content or delivery models identified as helpful to instruction that the District is able to provide.

2. **Teachers who elect to meet in person following SCCPHD guidelines may do so.**

D. Back to School Nights will be delivered virtually in a synchronous manner for the 2020-2021 school year due to anticipated restrictions on large group gatherings. Each site staff and administrator shall consult to determine a uniform method for providing the back to school night sessions.

1. Article VII Hours, section B (Minimum Days) shall apply to Back to School Nights that are conducted synchronously.

E. Article VII, A.6 of the Collective Bargaining Agreement shall apply for K-5 teachers who hold parent-teacher conferences.

V. Safety Provisions

A. With the safety of students and staff central to our reopening plan as stated in Shared Interest I. B. above, PAUSD is committed to measures which will be monitored and may be revised or supplemented, including but not limited to:

1. Adherence to the **requirements** Santa Clara County Public Health Department's **Reopening of Santa Clara County K12 Schools** direction and guidelines. (attached)

2. A dedicated discretionary fund for the superintendent to quickly address safety issues arising after reopening.

3. Cleaning and spacing protocols consistent with section A.1. above.

4. Personal Protective Equipment (PPE) for all staff members as recommended **described** in the Santa Clara County Public Health Department's direction and guidelines **requirements** which may, in the appropriate circumstances, include:

a. Masks for staff and students - an amount sufficient to meet each site's needs.

b. Face Shields for educators and paraprofessionals **with the cloth attachment** as recommended by Santa Clara County Public Health Department.

c. Disposable gloves an amount sufficient to meet each site's needs.

d. Smocks to wear over clothes for staff -an amount sufficient to meet each site's needs

- e. Plexiglass shields or three-sided cubbies for work that require a closer distance than the recommended 6 ft.
- f. Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways
- g. Hand washing stations
- 5. Designated entry and exit points as determined practicable for the unique design of each school facility.
- 6. Social Distancing Safety Protocols and Procedures for access to classroom and non-classroom facilities and areas.

a. Students are required to wear cloth face coverings in any area outside the classroom (except when eating, drinking or engaging in physical activity) according to SCCPHD

b. Elementary Students *in grades 3-5* will be required encouraged required to wear cloth face coverings in the classroom. Students without face coverings should maintain physical distance to the extent feasible.

a. Elementary students' use of cloth coverings shall be according to SCCPHD requirements for Hygiene Measures- Face Coverings. At the time of this MOU the SCCPHD requirements are that elementary students should be encouraged, but not required, to wear a cloth face covering within their stable classroom cohort.

- 7. 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.

8. The District will follow requirements for monitoring and response as provided by the SCCPH Department.

8. Notification: If a student or staff member is tested Positive for COVID-19 the school will notify all staff and families in the school community as while maintaining confidentiality as required by state and federal laws.

9. Quarantine for Exposure: For cohorts that have had a positive case of COVID-19, those cohorts and staff members will quarantine for 14 days. Close contact (someone who was within 6 feet for the individual for 10-15 minutes or more regardless of wearing a facemask or not) individuals should be notified and tested.

- VI. Child Care : The District will continue to pursue availability of cost effective options for staff requiring childcare.

Childcare will be provided to staff who need it for their school aged children. (note: teachers were explicitly told that the district will be providing child care.) Information on available childcare options will be shared with staff.

VII. Leave Provisions:

- i. 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, **as long as they are able to provide distance learning during that time period.** This provision shall take effect for the 2020-21 school year.

If a unit member contracts COVID-19 while on duty, as confirmed by contact tracing, the member will not have any days deducted from their accumulated sick, personal, or extended illness leave. . ***Pursuant to the Governor's Executive Order N-62-20 and as long as the order remains in effect, any COVID-19-related illness of an employee shall be presumed to arise out of and in the course of the employment for purposes of awarding workers' compensation benefits if all of the requirements of such Executive Order are satisfied including: a. The employee tested positive for or was diagnosed with COVID-19 within 14 days after a day that the employee performed labor or services at the employee's place of employment at the employer's direction. b. The day referenced in subparagraph (a) on which the employee performed labor or services at the employee's place of employment at the employer's direction was on or after March 19, 2020; c. The employee's place of employment referenced in subparagraphs (a) and (b) was not the employee's home or residence; and d. Where subparagraph (a) is satisfied through a diagnosis of COVID-19, the diagnosis was done by a physician who holds a physician and surgeon license issued by the California Medical Board and that diagnosis is confirmed by further testing within 30 days of the date of the diagnosis.***

ii.

VIII. Evaluations: ~~Article X Evaluations shall continue to apply for the 2020-2021 school year.~~
Article X Evaluations shall continue to apply for the 2020-2021 school year.

- a. In the event schools are closed for in-person learning, all evaluations will pause until in-person instruction resumes.
 1. Evaluations will be done by administrators who have been trained in how to evaluate teachers in a distance learning environment.
 2. Consideration for the limitations and/or malfunctions of technology and the fact that Zoom has limited capabilities (as it is not software that was created for teaching), will be taken into account in the evaluation.
 3. ~~Evaluations shall be completed for the 2020-2021 school year based on the observations, data, etc. gathered during in-person observations. Target dates will be extended so long as the summary evaluation of performance is completed and issued to unit members, at least electronically, by May 1, 2021.~~
 4. ~~Based on individual circumstances, upon unit member request and with the written agreement of the unit member's evaluator, the 2020-2021 evaluation cycle may be carried over to be completed in 2021-2022 if long~~

~~term/multiple school closures occur during the 2020-21 school year in a manner determined by the evaluator in consultation with the member.~~

- ~~5. All timelines and deadlines related to teacher support plans – formal, informal, or by any other designation – shall be suspended if collective bargaining timelines cannot be carried out due to school closures. Resumption of such plans shall be determined by the evaluator in consultation with the affected unit member when schools are reopened for in-person instruction.~~
- ~~6. Unit members shall not be evaluated specifically on the manner and means with which they deliver distance learning during any period(s) of school closure. Rather, teachers shall be held to the same standards of professionalism they have always aspired to meet and which applied prior to school closure and distance learning.~~

IX. Miscellaneous Provisions

- A. If the exclusive method for delivery of education returns to distance learning for the 2020-2021 school year, the attached Distance Learning Schedule shall be implemented (which may vary by school).
- B. If there is a return to in person instruction District-wide, by schools or by one or more grade levels within a school, the parties acknowledge the District may restore and implement the instructional day, work day and bell schedules that existed prior to the March 2020 shelter in place (e.g. return to full day Kindergarten.)
- C. Staff will be given at least one week notice **two weeks notice or more 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.
- D. 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.
- E. 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.
- F. Further, the District has extended a voluntary retirement incentive of \$2,500 in one lump sum payment for eligible PAEA members who are over the age of 60 as of June 8, 2020 and who submit an irrevocable resignation to be received by the District on or before July 17, 2020.

[End]