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PAEA to PAUSD 07-20-20 (updated after the governor's announcement)

PAUSD TO PAEA 07 21 20 2pm

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

**2020-2021 SECONDARY SCHOOLS (Grades GRADES 6-12) 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 secondary 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.
 - H. Establish and manage expectations of teachers, students, parents, and the District community.

- II. This MOU specifically addresses the Secondary Schools Instructional Schedule ("Bell Schedule".) Negotiable matters pertaining to the 2020-2021 School Year currently being negotiated also pertain to the Elementary Schools Instructional Schedule. Other matters

which may be the subject of future negotiations may include: Leave Provisions, matters described in section III. F and G below, and other changes in negotiable working conditions not already covered by and in compliance with the negotiated Agreement (Agreement).

- III. **Secondary 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. Secondary general education classrooms are expected to begin the 2020-2021 school year in a distance learning model (schedule attached.) PAUSD+ and Special Education / Futures 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 distance learning model until a date for return to In Person Learning is 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 guidance 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.** The Bell Schedule to be adopted by the Board of Education provides for all secondary schools to begin instruction through distance learning except as provided in section III. E, F and G below. Physical return to school for students (In Person Learning) will be evaluated routinely according to relevant guidance. All schools and classes will follow an established routine schedule with synchronous components. There will be opportunities for students to visit campuses for targeted small-group interactions **if said students are identified to have a demonstrated need for extra academic support and if social distancing protocols for such interactions are possible. such as students who require extra support on campus.** Extra-curricular activities will be available in socially distanced settings following guidance from the Santa Clara County Public Health Department.
- A. **All secondary teachers will take daily attendance by block or class period within the first ten minutes of each period.**
 - B. **All secondary teachers will provide daily synchronous instruction, including at the beginning of each block or class period.**
 - C. **All secondary 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. (See language below.)~~
- 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.~~

G. Schedule: The parties acknowledge that the schedule is in compliance with, and exceeds the contractual allotment for Secondary Preparation /Planning /Conferencing (Article XIII Working Conditions B), which provides as follows: "Full time classroom teachers at the middle and high school levels shall have two sevenths (2/7) of the instructional periods for the purpose of instructional preparation, individual and joint planning, parent and staff conferencing, and student support. The classroom teacher has the professional discretion to use the time within these purposes."

H. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to classes.

I. In light of the growing number of reports indicating COVID-19 transmission in enclosed spaces, including classrooms, teachers will be expected may elect, but will not be required to be on campus during their work day in order to minimize unnecessary in-person interactions. If a teacher elects to work on campus, the district will find an individual an individual a work space that will meet applicable SCCPHD safety requirements for all teachers that share classrooms. so that they can teach online classes in a quiet setting, not in a room with another teacher teaching as well. If teachers share a classroom teachers have to wear masks and that hinders online instruction. Teachers who have a medical note with specific restrictions/accommodations will enter the interactive process. Teachers who have a medical note with specific restrictions/accommodations will enter the interactive process.

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 **potential** benefits of participation in virtual as opposed to in person meetings.

J. Further, the parties acknowledge the benefits of participation in both virtual and, to the extent possible, in person meetings.

K. In order to meet the needs of all student populations, some students may physically attend school and receive In Person Instruction five days per week as early as the first instructional day. Special Education, Futures and Post-Secondary class teachers who provide such In-Person Instruction five days a week will receive their full contractual allotment of prep time and will not be responsible for distance learning. Because of the impossibility of social distancing in classes with students with high needs, Special Education and Futures classes will also be conducted virtually. In the event that students are able to safely return to campus in accordance with SCCPHD safety and social distancing guidelines they would return following the same hybrid schedule as the 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 Instruction five days per week as early as the first instructional day. Special Education and Futures class teachers who provide such In-Person Instruction direct instruction five days a week will receive their full contractual 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.

L. The parties agree the Bell Schedule should be tailored to meet the unique needs of incoming middle school students, especially to facilitate an effective transition from 5th to 6th grade. to grades 7 and 8. Accordingly, the Bell Schedule for 6th graders may reflect a significant degree of in-person instruction under a Hybrid Learning Model from the commencement of the 2020-2021 school year.

L. The District is in receipt of PAEA's July 3, 2020 demand to negotiate impacts of the 6th grade return to school plan (as well as a later daily start of school time for secondary grades), and will meet its legal obligations to bargain over effects of these decisions not already covered by and in compliance with the Agreement.

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 will be provided prior to the Start of the 2020-2021 School Year. All secondary teachers shall ~~may~~ **shall be expected to are strongly encouraged to** complete, prior to 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 10-12 hours, for which each teacher shall be paid their per diem daily rate of pay. Since this MOU is being negotiated over the summer and there is the possibility that some teachers cannot be reached there will be no negative consequences for a teacher who has not done the PD. Those teachers can take the PD using sub days with no

additional pay. **a stipend of \$600 \$684 h or shall earn 12 hours towards units for salary advancement.** Teachers who elect not to complete the course prior to August 7 will complete the modules during the professional learning days during the week of August 10.

- C. Professional development will be provided during staff development days. The content of these days, **which may shall in some cases be provided virtually**, 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, 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 2020-21 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 grade 6 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 in** Santa Clara County Public Health Department's **Reopening of Santa Clara County K12 Schools;** **revisions or updates to the evolving guidelines will be subsequently followed.** direction and guidelines. (**most recent version** 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 feet.
 - f) Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways.
 - g) Hand washing stations
5. Designated entry and exit points as determined to be 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) **Secondary sStudents' use of cloth face coverings shall be according to SCCPHD requirements for Hygiene Measures- Face Coverings which at the time of this MOU states that middle school/junior high school and high school students must use cloth face coverings when in the classroom even if they are in a stable classroom cohort. at all times. At the time of this MOU the SCCPHD requirements are that all secondary students wear cloth face masks when in the classroom, even if in a stable cohort. All students must wear a cloth face covering while arriving and departing campus and at all times on campus except when eating, drinking, or participation in physical activity.**
 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.***
 9. 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.
 10. Quarantine for Exposure: For classes that have had a positive case of COVID-19, those students 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. Childcare: The District will continue to pursue availability of cost effective options for staff requiring childcare. **Information on available childcare options will be shared with staff. will be provided to staff who need it for their school aged children**

VII. **Leave Provisions:**

- A. 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 an employee is ill and unable to report to work when required during school closure or during the phased reopening process the employee shall report their illness. **shall be required to use leaves as provided by the contract and applicable Federal and State law including the Emergency Medical Leave and Family First Coronavirus Response Act.**
- B. In order to provide continuity for students, financial savings for the district, and decrease administrative burden, **I**f a teacher is sick, not suspected to be Covid-19 related, but feels well enough to teach from home, they can do so without calling in **for a** substitute, which could be very hard to procure during this time, for no more than **10 5 8** **(note: this counter was not shown in orange font)** days in the year. **Neither the District nor the Association The District neither requires nor or expects a teacher to work when sick or injured; a teacher may access sick leave pursuant to Article XI Leave Provisions A. Personal Illness and Injury Leave.**

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.**

- 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. Evaluations will be done by administrators who have been trained in how to evaluate teachers in a distance learning environment. The training for administrators will be agreed upon by a committee of administrators and teachers.
- B. 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 agree to retain the current bell schedule as much as practicable (e.g., for logistical reasons, a later student daily start time may no longer be feasible). In recognition of members whose job assignments have them at two or more school sites, reverting to the prior bell schedule will make it impossible to teach all of their classes.
- 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]

USEFUL DEFINITIONS SECTION:

Distance Learning: The model of learning involving solely synchronous and asynchronous learning without In-Person instruction.

Hybrid Learning: The model of learning involving a combination of scheduled instruction in-person and asynchronous instruction from their teacher.

In-Person Learning: The model of learning involving all, or nearly all, instruction in an in-person setting with a teacher.