

**Palo Alto Unified School District  
Proposed MOU to PAEA re In-Person Instruction  
September 9, 2020; 2:55 PM**

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

**REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR  
IN A COVID-19 ENVIRONMENT**

Palo Alto Unified School District ("District") and Palo Alto Education Association ("Association" or "PAEA") enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. "In-person forms of instruction" is defined to include but not be limited to hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

"Specialized and targeted support services" provided pursuant to the "Cohort Guidance" referred to in the immediately following paragraph is acknowledged by the parties to be a distinct and separate form of in-person instruction as set forth in this MOU.

The District and Association will follow federal and state Declarations of Emergency, and applicable Executive Orders from the Governor. The District will continue to follow 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 ("CDPH") on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts ("Cohort Guidance") issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Department of Public Health (DPH) guidance, directives, resolutions, orders ("County Orders"), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations contained in the Industry Guidance and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe according to Industry Guidance, Cohort Guidance and County Orders.

The parties affirm the memoranda of understanding previously negotiated regarding elementary and secondary bell schedules, executed by the parties on August 5, 2020. These

memoranda are incorporated herein by reference insofar as they apply to a return to in-person instruction.

### **I. Implementation of In-Person Instruction:**

A. According to previous memoranda of understanding, the 2020-2021 Bell Schedule adopted by the Board of Education permits elementary and secondary students to return to school in a full distance learning model until October 9, 2020. If at that time Santa Clara County has been off the watch list (or its updated functional equivalent) for 14 days, elementary and secondary schools may reopen on October 12, 2020 returning to an in-person hybrid/modified learning model or other permissible form of in-person instruction as determined by the Board of Education.

B. If the most up to date criteria as stated in Industry Guidance/County Orders cannot be met in order for students to return to in-person learning by November 2, 2020, **subject to sections II and III below:**

i. Secondary: Full distance learning for secondary students will continue until students return for in-person learning, with a potential return date being on January 7, 2021 based on compliance with Industry Guidance/County Orders, or at the direction of the District even if such compliance has occurred.

ii. Elementary: Elementary students may return as soon as the criteria stated in Industry Guidance/County Orders are met (if not sooner per sections II and III below).

### **II. Waivers**

A. Nothing in this MOU precludes the District from seeking a waiver pursuant to CDPH Guidance for implementation of instruction to designated groups of students. The District acknowledges its duty under such guidance to consult with PAEA (among other groups) prior to submitting a waiver application.

### **III. Small Cohort Support/Instruction**

A. Nothing in this MOU precludes or impedes the District from providing specialized and targeted support services to designated student groups pursuant to the Cohort Guidance issued by the CDPH on August 25, 2020 (updated on September 4, 2020). The parties agree that students and staff return to District campuses under the Cohort Guidance shall not commence sooner than September 21, 2020 (with the exception of post-secondary programs, for which unit members began preparing the week of August 31 for student return on September 9 (for open house) and on September 10 (for instruction)).

B. Students with disabilities shall be prioritized by the District for receiving specialized and targeted support services. In addition, English learners, students at higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth and students experiencing homelessness may also be prioritized.

C. Specialized and targeted support services are determined by the District and include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs and other required assessments.

D. Cohort Size - According to the Cohort Guidance:

1. Cohorts must be limited to no more than 14 children and youth and no more than two supervising adults, or a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort.

2. Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.

3. The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time. For example:

i. A cohort may not include 6 children or youth who attend full-time, 6 children on Mon/Wed/Fri, and 6 children on Tue/Thu (total of 18).

ii. A cohort may not include 8 children or youth who attend for the entire day, 4 who attend mornings only, and 4 who attend afternoons only (total of 16).

4. Given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.

**IV. Safety:** The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in in the previous memoranda of understanding. These conditions are set forth below for convenience:

#### *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 evolving guidelines will be subsequently followed (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 described in the Santa Clara County Public Health Department's requirements which may, in the appropriate circumstances, include:*

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

- b) *Face Shields for educators and paraprofessionals with the cloth attachment if requested. **Note: These are not recommended by SCCOE at this time (fluid barrier fabric with hook and loop closure for secure coverage has been recommended if these are to be used.)***
  - c) *Disposable gloves in an amount sufficient to meet each site's needs.*
  - d) *Smocks to wear over clothes for staff in an amount sufficient to meet each site's needs.*
  - e) *Plexiglas shields for work that require a closer distance than the recommended six feet.*
  - 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 requirements.*
  - b) *Elementary Students in grades 3-5 will be required to wear cloth face coverings in the classroom. Students without face coverings should maintain physical distance to the extent feasible.*
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. [End of prior MOU.]*

## **V. In-Person Instruction – Additional Safety Provisions**

- A. All individuals will be required to complete the District Self-Assessment survey before reporting to the worksite or prior to entering the worksite.
- B. The distance between teacher/staff desks and student desks shall be at least six feet or in accordance with guidance from SCCDPH if different. In addition, students shall be assigned stable seating arrangements to ensure that close contacts within classrooms are minimized and easily identifiable.
- C. Student cohort sizes shall not exceed a number that would not allow maintenance of Industry Guidance/County Orders physical distancing requirements given classroom size limitations.
- D. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning.
- E. Use of staff facilities during break times shall be designed and marked to maintain physical distancing requirements.

- F. Students should remain in their same workspace as much as practicable. If students need to move to other workspaces in a classroom, the space shall be properly cleaned before and after its use.
- G. The District shall provide each student with sufficient supplies in order to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- H. Personal Protective Equipment ("PPE")
  - 1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites.
  - 2. In-lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
- I. Face Masks Requirements
  - 1. Face masks are required to be worn properly at all times by all individuals on a school worksite, outdoors or indoors except when unit members are alone in their classrooms, subject to the most current Industry Guidance and County Orders.
  - 2. Face masks shall not be required for staff if there is a medical contraindication verified in writing from a medical professional according to the Industry Guidance. Such unit members shall use face shields with neck drapes (provided by the District) tucked into the shirt.
- J. The District website shall provide comprehensive information covering all of the safety measures contained or referred to in this MOU and will continue to be updated as governmental guidelines and orders change.
- K. The District will establish testing procedures in accordance with Industry Guidance/County Orders related to a return to in-person instruction.

## **VI. Hand Washing Requirements**

- 1. The District will follow SCCPHD requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- 2. The District will provide hand washing soap and or medically effective hand sanitizer in all classrooms, workspaces and common spaces.
- 3. The District shall ensure that all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.

## **VII. Health Screening, Testing, Notification, and Contact Tracing**

- 1. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by Industry Guidance and County Orders shall notify their supervisor or teacher, stay home or, if on a school site be sent home or to a medical facility. The unit member

may continue to work remotely if they are able, as determined through consultation with their supervisor.

2. Upon notification that an employee has received a confirmed positive test for COVID-19, the DISTRICT shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from the Santa Clara County Public Health Department (August 7 Guidance p.30).

All components of the current Collective Bargaining Agreement between the Association and DISTRICT not addressed by the terms of this MOU or previous memoranda of understanding shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of implementing the transition to and implementation of in-person instructional models due to COVID-19 for the 2020-2021 school year. The DISTRICT and/or Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or previous memoranda of understanding related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until Industry Guidance or County orders permit in-person instruction without the conditions set forth above, whichever occurs first.

[Dates and signatures.]

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