

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

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

This Memorandum of Understanding (MOU) between the Palo Alto unified School District and the Palo Alto Education 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:
 1. Meet the diverse educational, social emotional needs of all students.
 2. Protect the safety of all students and staff.
 3. Acknowledge the professional expertise of educators on how to innovate to meet student needs through individual and collaborative creativity and ingenuity.
 4. 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.
 5. Provide as much consistency as possible in the instructional schedules regardless of the degree to which education and learning occur remotely or in person.
 6. 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.
 7. Provide clarity about what teaching and learning look like when students are not designated to be in physical attendance on a school day.
 8. Establish and manage expectations of teachers, students, parents, and the District community.

- II. This MOU addresses exclusively the matter of a Secondary Schools Instructional Schedule (Bell Schedule) for a "blended" or "hybrid" approach to attendance and instruction in grades 6 through 12, including the impact of such schedule on the 2020-21 School Calendar. Other negotiable matters pertaining to the 2020-21 School Year which may shall be the subject of future negotiations may include: Elementary Schools "blended" or "hybrid" approach, Full Virtual/Distance learning bell schedules (Elementary and Secondary), Safety, Leave Provisions, Evaluations and other negotiable working conditions.

III. 2020-2021 Secondary Schools Instructional Schedule ("Bell Schedule"): The Bell Schedule is attached to and incorporated into this MOU. This schedule shall apply if schools reopen for or during the 2020-2021 school year under a so-called "blended learning model" which includes direct (physically present) and remote instruction, and includes the following major elements and characteristics:

1. Students at each school shall be divided into two groups of roughly equivalent numbers ("Group A" and "Group B") according to a method to be established by the District.
2. Each student group will physically attend school on alternating days (currently established as one group on Monday and Thursday and the other on Tuesday and Friday). On days of non-attendance, students will engage in distance learning, including on Blended Teacher days when most students will not attend school.
3. Teachers are expected to deliver content to students through a variety of methods during distance learning days to extend learning beyond face-to-face interactions. Recognizing the range of students in grades 6-12 and the diversity of content areas, teachers will make a reasonable effort to replicate the amount of time allocated to lessons in a way that covers essential content during non-traditional bell schedules.
4. In order to meet the special and different needs of all student populations, some students may physically attend school and receive direct instruction five days per week. Special Education and Futures class teachers who provide such direct instruction five days a week will receive their full contractual allotment of prep time, which may, for example, be provided through restructuring of the student instructional day, and will not be responsible for distance learning.
5. Learning assignments and tasks to complete remotely will be provided by educators to students when they are attending school. By way of example, a student who attends school on A Days will have assignments and learning expectations provided for B Days as well access to teacher support on the Blended Teacher Day.
6. Article XIII Working Conditions B. Secondary Preparation/Planning/Conferencing 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.**" The parties acknowledge that the proposed Secondary Bell Schedule exceeds this contractual allotment, with four (4) ninety minute preparation periods (360 minutes total) and an additional one hundred twenty (120) minutes on the Blended Teacher Day.

IV. Calendar

1. ~~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.
 - a. If a change in state law allows for less than 180 student instructional days, additional Staff Development days may be scheduled to occur prior to the first student instructional day.
2. Professional Development provided during Staff Development Days. The content of these days shall center on instructional practices most relevant to the educational model being provided to students, and may include:
 - a. Blended Learning, Flipped Classrooms, Schoology, Google Classrooms, or other content identified as helpful to instruction that the District is able to provide.
3. Back to School Nights will be held virtually for the 2020-21 school year due to anticipated restrictions on large group gatherings. Each site staff and administrators shall consult to determine a uniform method for conducting back to school night. By way of example, this could include synchronous or asynchronous video or pre-prepared PowerPoint/slideshow presentations with voiceover. Article VII, A.6 of the Collective Bargaining Agreement shall apply for sixth grade teachers who hold parent-teacher conferences.

V. Blended Teacher Day: A Blended Teacher Day ("Day") ~~will be designated for each week containing five student calendared days.~~

1. The primary purposes of the Day are to afford educators time needed to prepare for and successfully implement the blended learning model in furtherance of the Shared Interests first stated above, especially number 7 which states:

Provide clarity about what teaching and learning look like when students are not designated to be in physical attendance on a school day.

2. Accordingly, the Day will be used for educators to continue to engage in the following activities:
 - A. Accordingly, the Day will be used for educators to continue to engage in the following activities:
 - i. Collaboration with course-alike colleagues and teams
 - ii. Connection and communication with students and parents
 - iii. Updating the learning management system
 - ~~iv. Providing online tutorials, including in real-time~~
 - v. **iv. Office hours - Providing online tutorials, including in real-time**
 - vi. **v. Attending IEPs/504s**
 - vii. **vi. Professional development**
 - viii. **vii. Lesson planning**
 - ix. **viii. Examining student data**
 - x. **ix. Preparation time**
 - B. In order to preserve sufficient time for educators to engage in the foregoing activities **listed in V.A.i.- ix. teachers will have the discretion to use the time for the**

purposes above in B. with set office hours for each department. Educators can work from home on the Day for deep cleaning and childcare purposes.

d. SAMPLE SCHEDULE - each site can determine the actual Department office hours schedule

8:30-9:30: Teacher-directed collaboration with colleagues

9:30 - 10:00: Math Department office hours

10:00 - 10:30: Science Department office hours

10:30 - 11:00: English Department office hours

11:00 - 11:30: World Language Department office hours

11:30 - 12:00: Social Studies Department office hours

12:00 - 12:45: Lunch

12:45 - 1:15: VAPA Department office hours

1:15 - 1:45: CTE Department office hours

1:45 - 2:15: P.E. Department office hours

2:15 - 2:45: General Instruction (Living Skills...) Department office hours

2:45 - 3:15: Special Education Department office hours

~~10:00-10:30 Period 1~~

~~10:35-11:05 Period 2~~

~~11:10-11:40 Period 3~~

~~11:45-12:15 Period 4~~

~~12:15-12:45 Lunch~~

~~12:45-1:15 Period 5~~

~~1:20-1:50 Period 6~~

~~1:55-2:25 Period 7~~

~~2:30-3:30 Meetings~~

~~3. On the four day weeks which include Labor Day (September), Martin Luther King Jr. Day (January), and President's Day (February), there shall not be a blended teacher day.~~

4. Site and District meetings will be held during the designated meeting blocks.

VI. Miscellaneous Provisions

1. The parties intend that this Bell Schedule should remain in effect as much as possible if the exclusive method for delivery of education remains or returns to distance learning for the 2020-2021 school year.

2. If student attendance is allowed to return to pre-COVID-19 conditions in the 2020-2021 school year (i.e., all students physically attend school five days per week), the bell schedules for secondary schools shall automatically revert to the schedules that were in effect at the commencement of the 2019-2020 school year. In addition, the parties agree to meet and confer in sufficient time to develop and implement (if permitted by law/regulations) a common secondary bell schedule for the 2021-2022 school year.

3. The parties acknowledge the need to undertake the same efforts leading to this MOU for the elementary schools of the District.

4. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding 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.

5. 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.

[End]