

06-19-20 4:30 PM PAEA Counter-proposal to PAUSD

Emailed to Teri Baldwin 06 14 20 2:45pm for 06 15 20 negotiations

**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 may** 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 (including expectations for teachers

who are teaching sections of students opting for distance learning courses at the secondary level) 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: "hybrid 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. Monday will be the "Common Learner Day" with all students (both A and B groups) attending synchronous online 1st-7th period classes. During this time, teachers will share the Learning Targets for the week, provide an overview of the content, and discuss what students need to complete during independent learning days.
2. Each student group will physically attend school on alternating days (currently established as one group on Monday Tuesday and Thursday and the other on Tuesday Wednesday and Friday). On days of non-attendance independent learning days, students will engage in distance learning, including on Blended Teacher days when most students will not attend school.
- 3. Teachers are expected to deliver provide content to students through a variety of methods during distance learning days to extend learning beyond face-to-face interactions. Therefore, distance learning on independent learning days may include a variety of programs or materials determined by teachers and administrators to be conducive to ongoing student learning. Teachers will be equipped with with appropriate and consistent technological tools and instructional delivery programs.
4. 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.
5. 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.
6. 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 Common Learner Day.
7. Unit members serving as Instructional Leaders (IL's) will focus exclusively on instruction and supporting course-alike teams, to the exclusion of administrative responsibilities.
8. 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. (See V.2c)

IV. Calendar

1. Two of the Three Two of the 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 **or delivery models** 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.
 - a. If Back to School Night programs are conducted synchronously, teachers shall be compensated for their time with a minimum day the following Friday.
 - b. If Back to School Night programs are conducted asynchronously (e.g., by creating informational materials, videos, etc.), teachers shall be compensated for their time through the elimination of required staff and department meetings the week before Back to School Night materials or products are due.
4. Article VII, A.6 of the Collective Bargaining Agreement shall apply for sixth grade teachers who hold parent-teacher conferences.

V. A **Common Learner Day ("Day")** will be designated as a day to launch the **instructional week on** : A Blended Teacher Day ("Day") will be designated for each week containing five student calendared days. **will be designated for Monday of each week containing five student calendared days. (Need to discuss Monday holiday weeks.)** *In any four-day week, this Common Learner Day shall be removed, preserving the "A/B hybrid" rotation.*

1. The primary purposes of the Day are to afford educators time needed to prepare for and successfully implement the blended or hybrid 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 including but not limited to:

a. Student Support and Connection- The Day will follow a schedule with an expectation for synchronous contact / instruction with students to monitor and support student learning. in large or small groups that will establish learning expectations for all students for the week.

b. Collaboration- Collaboration with course-alike colleagues and teams, professional development, lesson planning, examining student data.

c. Prep Time- This time may be used at the teacher's discretion for activities such as, but not limited to, updating the learning management system, lesson planning, grading and assessment, and preparation time. Based on the 2020-2021 secondary bell schedule, teachers will plan one in person lesson per subject area and instructional period, and also distance learning lessons and activities sufficient to last through the week. one distance learning lesson per instructional period per week, compared to 3 to 4 lessons based on the 2019-2020 secondary bell schedule. This will add to weekly preparation time in the following manner as stated in III.6 8 and expanded upon here:

- The four A/B Days will provide 360 300 minutes of preparation time (90 75 minutes x 4) plus up to 120 minutes on Monday Common Learner Day as reflected in the Sample Schedule below (IV 2.d) and weekly schedule attached, plus an additional 60 minutes on A1/B1 Days as reflected on the weekly schedule attached for a total of up to 480 minutes (8 hours) of preparation time in a five day week.

(Note: The strikethrough language below was not in the most recent proposal dated 6-4-20)

- 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. Safety Provisions [See separate MOU](#)

- 1. With the safety of students and staff central to our reopening plan as stated in Shared Interest 2 above, PAUSD is committed to measures which will be monitored and may be revised or supplemented, including but not limited to:
 - a. Adherence to the Santa Clara County Public Health Department direction and guidelines.
 - b. A dedicated discretionary fund for the superintendent to quickly address safety issues arising after reopening.
 - c. Cleaning and spacing protocols consistent with best practices.

- d. Personal Protective Equipment (PPE) for all staff members as recommended in the Santa Clara County Public Health Department's direction and guidelines.
- e. Designated entry and exit points.

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 June 30, 2020.

VII. 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. a. 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 be adjusted to an all in-person schedule with slight modifications to the period structure in effect at the commencement of the 2019-2020 school year. continue as shown in the hybrid bell schedule with the following modifications for Tuesday through Friday schedules: eliminate the numbers "1" and "2" leaving "A" and "B" days for all students. Parties will return to discuss modification of the Monday schedule, as needed.
 - b. 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. The District will communicate to all staff in a timely manner any specific changes in this guidance that will affect instruction and working conditions.
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]

USEFUL DEFINITIONS SECTION:

Distance Learner: The model of learning involving solely synchronous and asynchronous learning without in-person instruction.

Hybrid Learner: Students who receive some scheduled instruction in-person and some instruction through synchronous and asynchronous instruction from their teacher.

Direct Instruction Learner: Students who receive all, or nearly all, instruction through in-person instruction with a teacher.

Independent Learner: Students who receive all, or nearly all, instruction through distance learning.

Common Learner Day: Designated day when teachers will meet virtually with every student during a schedule to launch learning activities for the week.