

**MEMORANDUM OF UNDERSTANDING BETWEEN PALO ALTO UNIFIED
SCHOOL DISTRICT AND PALO ALTO EDUCATION 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 Education 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".) Negotiable matters pertaining to the 2020-2021 School Year currently being negotiated also pertain to the Secondary Schools Instructional Schedule ("Bell Schedule".) Other matters which may be the subject of future negotiations may include: Elementary Schools "blended" or "hybrid" approach, Full Virtual/Distance learning bell schedules (Elementary and Secondary), Leave Provisions, Evaluations, and other negotiable working conditions.

III. The 2020-2021 Elementary Schools Instructional Schedule (“Bell Schedule”) remains consistent with the 2019-2020 Instructional Schedule and permits all students to return to school on an a full day AM/PM two group schedule. Students in each grade shall be divided into two groups of roughly equivalent numbers (“AM Group” and “PM Group”) according to a method to be established by the District. and is based on current information that student attendance is allowed to return to pre-COVID-19 conditions In the 2020-2021 school year (i.e., all students will physically attend school five days per week) per their assigned group so long as safety conditions may be met. Shifts of recess and lunch times during the day may be embedded in the schedule of each school site in order to accommodate cohort consistency. Potential staggered start and end times for individual school sites and / or grade levels may also be developed in order to maximize safety measures.

A. Teachers are expected to deliver content to students through a variety of methods to extend learning beyond face-to-face interactions, including synchronous instruction for their classroom students who are live streaming from home as distance learners due to pandemic conditions. Teaching Assignments:

1. On Campus Teachers will deliver the curriculum to students who are physically present using a variety of instructional strategies similar but not limited to those used during pre-COVID conditions.
2. Distance teachers:
 - a) Distance Teachers: Those students who opt for full distance learning will be assigned to a full-distance teacher. Those teachers will be determined based on the MOU: 2020-2021 HEALTH & SAFETY, WORKING CONDITIONS, EVALUATIONS, CLASS SIZE, SICK LEAVE IN A COVID-19 ENVIRONMENT - section IV Voluntary Transfer
 - b) Distance teachers will not be required to work at the school site for the safety of their health
 - c) Distance teachers will be responsible for providing instruction for two groups, not to exceed 20 students in each group. They will also provide materials for independent practice. Their schedule should include Prep time minutes as defined in Article XIII Working Conditions Preparation Time A.

B. Schedule:

1. Prep time minutes are met as defined in Article XIII Working Conditions Preparation Time A.
2. Staff/Grade Level Meeting Time: Wednesdays will be early release days for students to allow for Staff and Grade level meeting time.
3. Collaboration meetings: Fridays will be early release days for Collaboration meetings between On Campus and Distance Teachers. These meetings can take place via Zoom.
4. Shifts of recess and lunch times during the day may be embedded in the schedule of each school site in order to accommodate cohort consistency.

5. Potential staggered start and end times for individual school sites and / or grade levels may also be developed in order to maximize safety measures.

6. AM and PM groups will attend for 2 hours 30 minutes on Monday, Tuesday, and Thursday and 2 hours on Wednesday and Friday. (see Sample Schedule)

C. Class size staffing ratios are met as defined in Article IX Class Size A.

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. Student end date remains the same and the Certificated Calendar remains unchanged.

B. 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:

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

C. 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. If Back to School Night programs are conducted synchronously, teachers shall be compensated for their time with a minimum day the following Friday.

2. 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.

3.

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

V. Safety Provisions - See Separate MOU

A. 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:

1. Adherence to the Santa Clara County Public Health Department's direction and guidelines.

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

3. Cleaning and spacing protocols consistent with best practices. D

4. Personal Protective Equipment (PPE) for all staff members as recommended in the Santa Clara County Public Health Department's direction and guidelines.

5. Designated entry and exit points.
6. Protective barriers for elementary school students consistent with scheduling needs.

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.

VI. Miscellaneous Provisions

- A. The parties intend that the 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.
- B. 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.
- C. 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: On Campus Teachers, Distance Teachers, AM/PM Group