

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

**2020-2021 HEALTH & SAFETY, WORKING CONDITIONS, EVALUATIONS, CLASS SIZE,
SICK LEAVE
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:
- A. The District and the Association hold the shared belief that student and staff safety is a priority.
 - B. The parties recognize that some staff may not be able or comfortable to physically return to school in August of 2020. Further, the parties recognize that some families may choose to enroll their students in an alternative educational setting next year even if school sites physically reopen in any way.
 - C. To create options for Association practitioners in the District who do not feel safe to physically return to school in the fall of 2020-21.
 - D. To create an option for Association unit members to receive full salary and benefits without needing to utilize medical or other extended leave by temporarily transferring to a distance learning, virtual home school, independent study position:
 1. who are medically compromised or are in the high-risk group for adverse effects from COVID-19
 2. who are primary care providers for a medically compromised person and at risk for adverse effects of COVID-19
 3. staff feeling unsafe to physically return to a school site in the fall of 2020-21

II. CDE School Reopening Plan Checklist

- A. The District will follow the CDE Reopening Checklist before reopening in-person classes. See Checklist attached.

III. 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. This provision shall take effect for the 2020-21 school year.
- B. Teachers with high risks or family members with high risks and have a doctor's note will be given work from home assignments (such being in charge of distance learning for students who do not return to school physically).

IV. Voluntary Transfer:

- A. For the 2020-21 school year, the parties agree to:

1. Notify Association members of a potential opportunity to provide distance learning/virtual home school/independent study/teletherapy for families that choose not to physically return to school in the fall.
 - a. The first priority will be given to staff that submits a doctor's note stating that they are in the high-risk group and may suffer adverse effects of COVID-19 should they be required to physically return to a school site.
 - b. The second priority will be given to staff that submits a doctor's note for the medically compromised person that they provide care.
 - c. The third priority will be given to those who feel unsafe to return to a school site but do not have documented health concerns.
2. Practitioners would need to notify the district of their priority level with appropriate documentation within 30 days of the ratification.
 - a. Jointly review voluntary transfer requests for distance learning options, to determine the number of members interested and prioritize the list according to the criteria above.
 - b. Identify potential PAUSD staffing needs for distance learning options for the 2020-21 school year.
 - c. Pair staff with distance learning positions
 - d. At the end of the 2020-21 school year, all voluntary transfers shall have the right to return to their original site prior to the surplus process should an opening be projected

IV. Child Care :

- A. Childcare will be provided to staff who need it.

V. Safety Protocols:

- A. Social Distancing:
 1. The district will follow the most current guidance from CDC, CDE guidelines, and county health officers of spacing students 6 feet apart in classrooms. If plexiglass or vinyl partitions are available they will be placed in classrooms as an added precaution keeping the CDC guidance of 6 feet between students.
 - a. CDE: "Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of 6 feet of distance between individuals."
 - a. "Student Physical Distancing. LEAs should plan to:
 - i. Limit number of students physically reporting to school, if needed to maintain physical distancing.
 - ii. Determine student and staff capacity of each school meeting 6-foot physical distancing objectives"
 2. Staff Meetings and Staff Development
 - a. All Staff Meetings and Staff Development will be held virtually to maintain physical distancing and restricted large group gatherings per the CDE recommendation:
 - a. "Avoiding grouping staff together for training or staff development."
 3. Class Size:
 - a. Square footage of classrooms' occupiable space will be considered when assigning students to teachers so that students and teachers can social distance at 6 feet apart.
 - b. If single desks are needed and not already available they will assess the need and order before school starts.

4. Social Distancing Safety Protocols and Procedures will be developed for:
 - a. How students line up, enter and exit the classrooms
 - b. Lining up for lunch
 - c. The monitoring of Bathrooms to:
 - a. ensure social distancing
 - b. ensure that all air dryers are disabled
 - c. paper towels provided
 5. Administrator protocols:
 - a. Protocols for if students do not follow the safety protocols and/or procedures.
 - b. Administrators frequently risk assessments to make sure all safety measures are being followed and supplies in stock.
 6. Risk Assessment on the ventilation system in each room, number of window, and air flow with plexiglas or other dividers in place.
- B. Nurses
1. Increased nursing staff. One (1) nurse for every two (2) schools or one (1) nurse for every four (4) schools with one (1) nurses' aides at each site.
- C. PPE, Safety Measures and Training in accordance with the CDC and CDE "Per CDC recommendations, the CDE recommends all staff and students should wear cloth face coverings or face shields while at school or on a bus, and maintain 6 feet of physical distance during school activities ."
1. Masks for staff and students - daily if disposable and 5 for staff if washable.
 2. Face Shields for educators and paraprofessionals
 3. Disposable gloves
 4. Smocks to wear over clothes for staff - daily if disposable or 5 if washable (ordered in multiple sizes - one size does not fit all)
 5. Plexiglass shields or three-sided cubbies for work that require a closer distance than the recommended 6 ft.
 6. Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways
 7. Hand washing stations
 8. Testing for virus or antibodies
- E. Notification of Covid-19 cases
1. In order to support informed decision-making and risk assessment relating to the health of all stake holders all staff and families at a school site will be informed if a student or staff member at that site has contracted Covid-19 and which classroom (if applicable) the Covid-19 case was in.
- F. Cleaning:
1. Before teachers return to school all classrooms will be deep cleaned/disinfected before school starts and on the Blended Teacher Days and disinfected each evening for student and staff safety.
 2. Disinfectant spray bottles and/or wipes will be provided to each classroom.
 3. Increased custodial staff to help clean throughout the day.

VI. Evaluations

A. Article X Evaluations:

1. Evaluations shall be completed for the 2020-2021 school year based on the observations, data, etc. gathered during in-person observations subject to section VI.A.2. below. 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.

2. 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.
 3. 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 regular student instruction.
 4. 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.
- VII. 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.
- A. Some of these include:
 1. Class Size
 2. Enhanced Health and Hygiene: Taking employee and student temperatures (and any other "clearance" measures before returning to school). Cleaning and sanitizing of facilities and equipment.
 3. Protocols for safe interaction outside of the classroom, e.g. restrooms, lunchrooms, playgrounds, employee break areas,
 4. Attendance/Communications: Actions that may be needed for students who do not return. Communication with parents (e.g., conferences).
 5. Personnel Who are Ill with COVID-19 or are in High-Risk Groups: Clarify leave policies for those actually ill and address possible arrangements (e.g. remote work) for those in high-risk groups who have requisite verification that they should not return to work sites.
 - B. The foregoing list of potential areas/issues is not intended to be exhaustive; additional subjects may arise as events unfold and governmental entities issue more guidance.
 - 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.

Attached: CDE Checklist for Reopening Schools