

PAEA Counter Proposal to PAUSD 07 01 20 10:30 AM
July 1, 2022 PAUSD Counter to PAEA July 1 2020 2:30pm

**MEMORANDUM OF UNDERSTANDING BETWEEN
PALO ALTO UNIFIED SCHOOL DISTRICT AND
PALO ALTO EDUCATION EDUCATORS 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 Educators 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. 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.
 - H. Establish and manage expectations of teachers, students, parents, and the District community.

II. This MOU specifically addresses the Secondary Schools Instructional Schedule ("Bell Schedule".) Negotiable matters pertaining to the 2020-2021 School Year currently being negotiated also pertain to the Elementary Schools Instructional Schedule ("Bell Schedule".) Other matters which may be the subject of future negotiations may include: Leave Provisions, Evaluations, and other changes in negotiable working conditions not already covered by and in compliance with the negotiated Agreement (Agreement).

III. The 2020-2021 Secondary Schools Instructional Schedule (“Bell Schedule”) to be adopted by the Board of Education provides for all secondary schools to begin instruction through distance learning (students will be Distance Learners), except as provided in section III. C below. Physical return to school for students **(In Person Learning)** will be evaluated routinely according to relevant guidance. All schools and classes will follow an established routine schedule with synchronous components. There **may will** be opportunities for students to visit campuses for targeted small-group interactions. Extra-curricular activities will be available in socially distanced settings following guidance from the Santa Clara County Public Health Department.

A. Schedule: The parties acknowledge that the schedule is in compliance with, and exceeds the contractual allotment for Article XIII Working Conditions B. Secondary Preparation /Planning /Conferencing, which 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.”

B. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to classes.

C. Teachers may choose to teach from their classrooms on campus.

C. Teachers will be expected to be on campus during their work day.

D. In order to meet the special and different needs of all student populations, some students may physically attend school and receive In Person Instruction direct instruction five days per week as early as the first instructional day. Special Education and Futures class teachers who provide such In Person Instruction direct instruction five days a week will receive their full contractual allotment of prep time and will not be responsible for distance learning except **insofar** as this is part of a hybrid teaching model.

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. The student end date remains the same and the Certificated Calendar remains unchanged.

B. Professional Development Prior to the Start of the 2020-2021 School Year. All secondary teachers shall complete, prior to the start of the 2020-2021 school year, learning modules designed specifically for the teaching models being established. Completion of the modules will take approximately 10-12 hours, for which each teacher shall be paid a stipend of \$600.

C. Professional Development Provided During Staff Development Days. The content of these days shall center on instructional practices and technology tools most relevant to the educational model being provided to students, and may include:

1. Blended Learning, Flipped Classrooms, Schoology, or other content or delivery models identified as helpful to instruction that the District is able to provide.
- D. 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, Article VII (Hours), section B (Minimum Days) shall apply. Article VII (Hours), section B (Minimum Days) shall apply to Back to School Nights that are conducted synchronously.
- E. Article VII, A.6 of the Collective Bargaining Agreement shall apply for grade 6 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 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 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 section A.1. above.
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.

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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 section A.1. above.
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.

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. If the exclusive method for delivery of education returns to distance learning for the 2020-2021 school year, the attached Distance Learning Schedule shall be implemented (which may vary by school).**
- B. If there is a return to In Person Instruction District-wide, by schools or by one or more grade levels within a school, the parties acknowledge the District may restore and implement the instructional day, work day and bell schedules that existed prior to the March 2020 shelter in place.**
- C. Staff will be given as much notice as is practicable under the circumstances to effectively prepare should a change in circumstances result in instructional model changes.**

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 in distance learning for the 2020-2021 school year, or at such time that the delivery of education returns to a direct instruction or a hybrid model. **If there is a return to direct instruction or a hybrid model that requires a change to the bell schedule, parties will reconvene to negotiate these further changes prior to a return to campus.**

B. Should circumstances change where the instruction model changes, staff will be given a one-month notice prior to the implementation of any changes in order to effectively prepare. If, while in direct instruction or hybrid model, an emergency return to distance learning is required, the one-month notice will not apply.

D. The parties acknowledge that more issues may arise 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.

E. 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.

F. 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 July 10 30, 2020.

[End]

USEFUL DEFINITIONS SECTION:

Distance Learning: The model of learning involving solely synchronous and asynchronous learning without face-to-face instruction.

Hybrid Learning: The model of learning involving a combination of scheduled instruction in-person and asynchronous instruction from their teacher.

In-Person Learning: The model of learning involving all, or nearly all, instruction in an in-person setting with a teacher.

Independent Learner: A student who is able to achieve academic success on their own, with minimal support or supervision

School-dependent Learner: A student who benefits from or requires additional supports in order to experience academic success

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

USEFUL DEFINITIONS SECTION:

Distance Learner: **Students receiving instruction under a** 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.