

MEMORANDUM OF UNDERSTANDING BETWEEN PALO ALTO UNIFIED  
SCHOOL DISTRICT AND PALO ALTO EDUCATORS 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 Educators 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"). **It is understood that starting/ending, lunch and other times may continue to vary by school according to past practice.** 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: 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 Elementary Schools Instructional Schedule (“Bell Schedule”) to be adopted by the Board of Education permits all students to return to school on a two group schedule, except as provided in Section III. D below. Students in each grade shall be divided into two **cohorts** groups of roughly equivalent numbers (“A” Group” **Cohort** and “B” Group” **Cohort**) according to a method to be established by the District. In the 2020-2021 school year (i.e., all students will physically attend school two or three days per week) per their assigned group so long as safety conditions may be met.

A. In Class Teachers will not be responsible for asynchronous learning but will monitor participation.

B. Distance teachers for Asynchronous Learning:

1. The district will hire **assign** Distance teachers that will provide asynchronous on-line learning in **Science and Social Studies** for students in A and B groups on the days when they are not physically in class.

a) Science and Social Studies will be a participation grade only

C. Distance teachers:

1. 1. Distance Teachers: Students who opt for full distance learning will be assigned to a distance teacher. Distance teachers will be selected by the District according to the criteria set forth in section E of Article VIII (Transfers) of the Agreement, with volunteer applicants considered prior to District initiated transfers. **For purposes of this MOU, “staffing needs of the District,” shall, in addition to those already listed in the Agreement, take into account the efficacy of the distance learning program, and those unit members in high-risk groups, as appropriately verified by medical personnel, due to their own circumstances or based on those for whom they provide care.**

District initiated transfers have the right to return to their previous site before their transfer.

a) Volunteer Applicant Selection:

(1) 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.

(2) The second priority will be given to staff that submits a doctor’s note for the medically compromised person that they provide care.

(3) 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. Article IX Class Size), section A (The Class Size Staffing Ratios) shall apply for Distance classes shall be one teacher per average of thirty students. This ratio does not apply to teachers designated to create asynchronous Science and Social Studies lessons. teachers as follows:

D. Schedule:

1. The parties acknowledge that the schedule is in compliance with Article XIII Working Conditions, section A (Elementary Preparation/Planning).  
(it doesn't see new schedule)
2. The parties acknowledge and agree that this Schedule is a variance from Article XIII Working Conditions, section K (Full Day Kindergarten) with regard to the instructional day from the beginning of the school year through mid-October but is thereafter contractually compliant.
3. The parties acknowledge and agree that this Schedule is a variance from Article XIII Working Conditions, section K (Full Day Kindergarten) with regard to the instructional day from the beginning of the school year through mid-October but is thereafter contractually compliant.
3. Planning, Collaboration and Staff Meeting Time: Wednesdays will be early release days for students to allow for these meetings.
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.

E. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to on-site classes. subject to section A. 2. above of this MOU.

F. In order to meet the special and different needs of all student populations, some students may physically attend school and receive **In Person Learning** direct instruction five days per week. Special Education and Futures class teachers who provide such **In Person Learning** five days a week will receive their full contractual allotment of prep time and will not be responsible for distance learning, except in so far as this is part of a hybrid learning 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 elementary 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 **to 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, SeeSaw, 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 to Back to School Nights that are conducted synchronously.

E. 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 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 direct 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 returns to distance learning for the 2020-2021 school year. **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.**

**C.B.** 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.

**D.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.

E. 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]