

**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. Other matters which may be the subject of future negotiations may include: Leave Provisions and other changes in negotiable working

conditions not already covered by and in compliance with the negotiated Agreement (Agreement).

III. The 2020-2021 Bell Schedule to be adopted by the Board of Education permits all students to return to school on a two cohort schedule, except as provided in Section III. F below. Students in each grade shall be divided into two cohorts of roughly equivalent numbers ("A Cohort" and "B Cohort") according to a method to be established by the District.

- A. In-Class Teachers will be given extra prep time to assign and review work for the distance learner groups. Article IX (Class Size), section A (Class Size Staffing Ratios) shall apply to on-site classes. At home learning for students may include lessons and activities in areas such as Social Studies, Science, Art, and Teachers College units. **In-class Teachers will follow the "Elementary Teacher Schedule" (attached). If schools are required to close all teachers will follow the "Distance Learning Schedule" (attached).**
- B. Distance teachers for Asynchronous Learning:
 - 1. The District will assign Distance teachers who will provide asynchronous on-line learning in Science and Social Studies for students in A and B cohorts on the days when they are not physically in class.
- C. Distance teachers:
 - 1. Distance Teachers: **Will follow the "Distance Learning Schedule" (attached).** 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 needs 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.
 - 2. The Class Size Staffing Ratios 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. **Article IX Class Size, section A (Class Size Staffing Ratios) shall apply for Distance teachers as follows:**
 - a) **If a distance class(es) is formed by school (i.e., students from one school requesting distance learning making up one or more classes), the contractual school staffing ratio for the appropriate grade shall apply.**

b) If a distance class(es) is formed across schools (i.e., students from different schools requesting distance learning and divided into classes), the contractual school staffing ratio for the appropriate grade shall apply accordingly to the number of distance students and distance teachers.

Note: this is what you originally offered and we accepted that language.

D. Schedule:

1. Meetings will be conducted in accordance with requirements related to group gatherings as determined by the Santa Clara County Public Health Department. Further, the parties acknowledge the benefits of participation in virtual as opposed to in person meetings to the extent possible.
2. The parties acknowledge that the Bell Schedule is in compliance with Article XIII Working Conditions, section A (Elementary Preparation/Planning).
3. The parties acknowledge and agree that this Bell 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. **The half day morning and afternoon groups will continue until the district can resume a normal Pre-COVID schedule.**
4. Planning and Collaboration: Wednesdays will be early release days for students to allow for these meetings.
5. Staff Meeting times and days will be determined by the principal and staff in accordance with Article VII Hours, section A.7.
6. Shifts of recess and lunch times during the day may be embedded in the Bell Schedule of each school site in order to accommodate cohort consistency.
7. Potential staggered start and end times for individual school sites and / or grade levels may also be developed in order to maximize safety measures. **Instructional and school day minutes will remain consistent across school sites.**

E. Article IX Class Size, section A (Class Size Staffing Ratios) shall apply to on-site classes.

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 five days per week. Special Education class teachers who provide such In Person Learning five days a week will receive their full allotment of prep time and will not be responsible for distance learning. **The district will assess the size of those classrooms and the number of adults, including specialists, who can safely be present at the same time according to the County's social distance requirements of 6 feet. If square footage is determined to be inadequate the district will look for another space for these classes.**

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 may 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 \$684 per the Professional Development Hourly Rate, Appendix H of the Collective Bargaining agreement or shall earn 12 hours towards units for salary advancement.

C. Professional Development Provided During Staff Development Days. The content, provided virtually, 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 2020-2021 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. 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

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. (attached)

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 which may, in the appropriate circumstances, include:

- a. Masks for staff and students - an amount sufficient to meet each site's needs.

- b. Face Shields for educators and paraprofessionals with the cloth attachment as recommended by Santa Clara County Public Health Department.
- c. Disposable gloves an amount sufficient to meet each site's needs.
- d. Smocks to wear over clothes for staff -an amount sufficient to meet each site's needs
- e. Plexiglass shields or three-sided cubbies for work that require a closer distance than the recommended 6 ft.
- f. Hand sanitizer - preferably automatic hand sanitizer dispensers inside doorways
- g. Hand washing stations
- 5. Designated entry and exit points as determined practicable for the unique design of each school facility.
- 6. Social Distancing Safety Protocols and Procedures for access to classroom and non-classroom facilities and areas.
 - a. Students are required to wear cloth face coverings in any area outside the classroom (except when eating, drinking or engaging in physical activity).
 - b. Students will be required to wear cloth face coverings in the classroom.
- 7. Enforcement protocols: The District shall develop procedures to promote consistent adherence to and enforcement of established safety protocols, including risk assessments (e.g., ventilation systems) and PPE supply inventory.

VI. Child Care : The District will continue to pursue availability of cost effective options for staff requiring childcare.
 Childcare will be provided to staff who need it for their school aged children. (note: teachers were explicitly told that the district will be providing child care.)

VII. Leave Provisions:

- i. 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.

VIII. Evaluations: ~~Article X Evaluations shall continue to apply for the 2020-2021 school year.~~

- 1. Evaluations shall be completed for the 2020-2021 school year based on the observations, data, etc. gathered during in-person observations. 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 in-person 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.

IX. 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 (e.g. return to full day Kindergarten.)
- C. Staff will be given at least one week notice **two weeks notice or more** to effectively prepare should a change in circumstances result in instructional model changes. The District understands that it is important to provide as much notice as is practicable under the circumstances.
- D. The parties acknowledge that additional subjects may arise as events unfold and governmental entities issue more guidance, including 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 July 17, 2020. (note this was already offered to staff and doesn't need to be in the MOU)

[End]