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Tentative Agreement**

**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.
 - H. 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: Special Education as well as Leave Provisions and other changes in negotiable working conditions not already covered by and in compliance with the negotiated Agreement (Agreement).

The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of

Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the Santa Clara County Department of Health Re-Opening Schools guidance issued as of July 17, 2020 insofar as such guidance is incorporated into and made a part of the "COVID-19 Industry Guidance: Schools and School-Based Programs" ("Industry Guidance") issued by the Governor, Cal/OSHA and the California Department of Public Health on July 17, 2020, as well as any other orders issued by these entities during the term of this MOU.

- A. All teachers will follow the "Distance Learning Schedule" (attached).
 - 1. All elementary teachers will take daily attendance within the first ten to twenty minutes of each instructional block.
 - 2. All elementary teachers, including specials teachers, will provide daily synchronous instruction at the beginning of each instructional block.
 - 3. All elementary teachers will be available / present for the percentage of the school day they normally work (e.g. 100%, 80%) during an in-person model of instruction.
 - 4. Teachers shall not be required to be on campus while the District is in full distance teaching mode, but will be provided with facilities that are open and welcoming to them should they choose to access their classrooms and other district facilities in support of their work. Unit members in full distance teaching assignments are not required to deliver instruction from campus.
 - 5. Teachers will have time during the three teacher workdays on August 12-14 to go into their classrooms to sort materials for distribution to students. Safety procedures will be given to teachers ahead of time by the site administrators. Teachers will complete compliance trainings during staff development days or staff meetings as an important part of safety practices.
 - 6. Before reopening, the district will provide to all staff a safety plan with a list of PPE, protocols and checklists that show compliance with all state and locally required regulations in order to show that they are ready to open safely. All employees will be notified that their site administrative team will be responsible for these safety protocols.
- a) No adults shall be required to share a classroom/work space that does not meet safety requirements as specified by the SCCPH Department or Cal/OSHA. In the event that this situation arises, the district will find an alternate space for one or more of the adults who share a workspace.
- B. When school resumes to in-person hybrid / modified model, in-class teachers will follow the "Elementary Teacher Schedule" (attached). In-Class Teachers will be given extra prep time (as built into the schedule) to assign and review work for the distance learner cohorts. 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 mini-lessons. If schools are required to close all teachers will go back to the "Distance Learning Schedule" (attached).

C. Distance Teachers for Asynchronous Learning: The District will assign Distance Teachers who will provide asynchronous on-line learning in Science and Social Studies for students in A and B and AM/PM cohorts on the days when they are not physically in class.

D. Distance Teachers (during the in-person hybrid / modified model):

1. When school resumes to an in-person hybrid / modified model, Distance Teachers will be allocated to teach students whose parents choose a full-distance learning model at that time instead of the in-person hybrid / modified model. These 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. In order to provide flexibility and a potential reduction of site staffing adjustments, remediation will not be provided for Distance classes unless the Class Size Staffing Ratios is exceeded by more than three students for Distance classes, according to Class Size Staffing Ratios listed in Article IX Class Size.

E. 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. Article XIII, section K (Full day Kindergarten) shall apply to the Kindergarten schedule.
4. Planning and Collaboration: Wednesdays will be early release days for students to allow for planning and collaboration 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. During the hybrid model, 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. During the hybrid model, 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 minutes will remain consistent across school sites.

IV. Calendar

- A. Two of the three Staff Development days in the calendar have been 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 be strongly encouraged to complete prior to August 10, 2020, learning modules designed specifically for the teaching models being established. Completion of the modules will take approximately 12 hours, for which each teacher shall be paid a stipend of \$684 or shall earn 12 hours towards units for salary advancement. All elementary teachers shall be required to have these modules completed prior to the arrival of students. To that end, those teachers who are unable to complete the training prior to the start of the work year will complete the training during the two staff development days the week of August 10th.
- 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.
 - 2. Teachers who elect to meet in person following SCCPHD guidelines may do so.
- 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 requirements in Santa Clara County Public Health Department's Reopening of Santa Clara County K12 Schools; revisions or updates to evolving guidelines will be subsequently followed (most recent version 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 described in the Santa Clara County Public Health Department's requirements which may, in the appropriate circumstances, include:
 - a) Masks for staff and students in an amount sufficient to meet each site's needs.
 - b) Face Shields for educators and paraprofessionals with the cloth attachment.
 - c) Disposable gloves in an amount sufficient to meet each site's needs.
 - d) Smocks to wear over clothes for staff in an amount sufficient to meet each site's needs.
 - e) Plexiglas shields or three-sided cubbies for work that require a closer distance than the recommended six feet.
 - 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) according to SCCPHD requirements.
 - b) Elementary Students in grades 3-5 will be required to wear cloth face coverings in the classroom. Students without face coverings should maintain physical distance to the extent feasible.
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.
8. The District will follow requirements for monitoring and response as provided by the SCCPH Department.

VI. Child Care: Information on available childcare options will be shared with staff.

VII. Leave Provisions:

- A. Unit members who have been exposed to the coronavirus and are required to be quarantined, 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, as long as they are able to provide distance learning during that time period.
- B. If an employee believes that they contracted COVID-19 at work, then the employee may file a Workers Compensation claim and be covered under Article XI I of the Collective Bargaining Agreement.

VIII. Evaluations:

- A. Upon mutual agreement between the evaluator and unit member, evaluations for permanent certificated unit members with satisfactory evaluations on their

most recent evaluation shall be evaluated according to the following informal process:

1. All permanent certificated unit members will meet with their direct supervisor before October 15 for a goal setting conference.
 2. Supervisors will conduct informal observations for support and supervision of instruction throughout the year. Unit members will meet with their supervisor by May 1 for an informal reflection meeting to capture key learning and growth.
 3. In order to record that an evaluation was completed, a document shall be placed in the unit member's personnel file stating as follows: "The evaluation for the 2020-2021 school year was completed according to the informal process set forth in the COVID-19 MOU between the District and PAEA."
 4. Unit members shall be held to the same standards of professionalism they have always aspired to meet and which applied prior to teaching in a COVID-19 environment. No further information shall be added to the evaluation document described in section 3 above unless the evaluator has concerns to record in this regard which have been discussed with the unit member as they have arisen.
- B. Temporary and probationary employees will be evaluated pursuant to Article X Evaluations.
- C. Bargaining unit members who were on a support/improvement plan will be evaluated in 2020-2021.
- D. Evaluations will be done by administrators who have been trained in strategies to effectively evaluate teachers in a distance learning environment.
- E. Considerations for limitations and/or malfunctions of technology will be taken into account in the evaluation. Teachers will be provided support and training in use of technology for a distance learning environment.
- F. If a bargaining unit member feels that an observation has not represented their teaching practice accurately, that bargaining unit member may request that the evaluator conduct one additional observation which may be used to replace or supplement the original.
- G. Supervision and feedback will be provided to all certificated staff in order to support them in the expectation that they meet or exceed professional standards including the CSTPs.

IX. Miscellaneous Provisions

- A. If the exclusive method for delivery of education returns from an in-person hybrid / modified model to distance learning for the 2020-2021 school year, the attached Distance Learning Schedule shall be implemented.
- B. If there is a return from a distance learning model 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 two weeks' notice if possible, but at least one week, 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.

Signatures here

For PAEA

For PAUSD

NOTE:

The parties continue to negotiate as it relates to the following items **but have not reached agreement:**

- **Timing of Elementary Hybrid Model:**

PAEA proposed to align elementary schedule with secondary schedule.

The District believes that hybrid model may be implemented for elementary and in person instruction resumed potentially earlier than secondary. Language at issue: “The 2020-2021 Bell Schedule adopted by the Board of Education permits elementary students to return to school in a full distance learning model until October 9, 2020. If at that time Santa Clara County has been off the watch list for 14 days, elementary schools may reopen on October 12, 2020 returning to an in-person hybrid / modified learning model determined by the Board of Education.”

The parties will continue to discuss the optimal Kindergarten hybrid schedule taking into consideration the needs of students and teachers.

- **Impact of Return to Watchlist after schools resume in person instruction:**

PAEA has proposed the following criteria related to school closures once in-person instruction resumes: “When in-person learning is permitted, PAUSD+ and Special Education Classes may return to hybrid / modified daily classes provided that the guidelines listed in the Reopening of Santa Clara County K-12 Schools document are met. If Santa Clara County goes back on the watch list at any time during a hybrid learning model the district will immediately return to distance learning through January 7, 2021.”

The District is committed to adhering to the Governor’s reopening guidelines. If Santa Clara County has not been off the watch list for 14 days by October 12, 2020, full distance learning will continue until this requirement is met, at which time an in-person hybrid / modified learning model determined by the Board of Education will begin. When in-person learning is permitted and agreed upon notice is provided, PAUSD+ and Special Education Classes may return on a date determined by the Board of Education with full classes provided that the guidelines listed in the Reopening of Santa Clara County K-12 Schools document are met. General education 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.

- **Addressing the Needs/Priorities of students in Special Education:**

The parties have acknowledged that changes in negotiable working conditions related to Special Education, not already covered by and in compliance with the negotiated Agreement (Agreement), may be addressed in a separate MOU if necessary.

- **Additional Covid Related Paid Leaves:**

PAEA has proposed that if a workers’ compensation claim is filed and denied that employees should not have their own sick leave deducted for the time for which they were unable to report to work.

The District acknowledged that employees may be covered under Emergency Paid Sick Leave, Families First Coronavirus Response Act Leave, and leaves under the collective bargaining agreement.

- **Face Coverings for Elementary TK-2 students:**

PAEA proposed that elementary students in grades TK-2 will be required instead of strongly encouraged to wear cloth face coverings in the classroom.

The District is committed to safety and also following requirements provided related to face coverings for TK-2 students, and will support teachers in strongly encouraging use.