

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

REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR  
IN A COVID-19 ENVIRONMENT

Preschool – Post Secondary

TENTATIVE AGREEMENT October 5, 2020

Palo Alto Unified School District (“District”) and Palo Alto Education Association (“Association” or “PAEA”) enter this Memorandum of Understanding (“MOU”) regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. “In-person forms of instruction” is defined to include but not be limited to hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

“Specialized and targeted support services” provided pursuant to the “Cohort Guidance” referred to in the immediately following paragraph is acknowledged by the parties to be a distinct and separate form in-person instruction as set forth in this MOU.

The District and Association will follow federal and state Declarations of Emergency and applicable Executive Orders from the Governor. The District will continue to follow 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 (“CDPH”) on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts (“Cohort Guidance”) issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Public Health Department (SCCPHD) guidance, directives, resolutions, orders (“County Orders”), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations contained in the Industry Guidance and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe according to Industry Guidance, Cohort Guidance and County Orders.

The parties affirm the memoranda of understanding previously negotiated regarding elementary and secondary bell schedules, executed by the parties on August 5, 2020. These memoranda are incorporated herein by reference insofar as they apply to a return to in-person instruction.

I. Implementation of In-Person Instruction

A. According to previous memoranda of understanding, the 2020-2021 Bell Schedules adopted by the Board of Education permit preschool through secondary 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 (or its updated functional equivalent) for 14 days, elementary and secondary schools may reopen on October 12, 2020 returning to an in-person hybrid/modified learning model or other permissible form of in-person instruction as determined by the Board of Education.

B. Full distance classes returning to in-person instruction will be scaled back to full asynchronous instruction for two days prior to reopening to allow teachers to prepare their physical classrooms for the return of students (setting up the room, preparing curriculum and adjusting plans to match the hybrid/modified teaching model).

C. For the 2021-2022 school year, to the extent possible recognizing changing staffing needs, the District will seek to provide opportunities for all members who had moved to teach full-distance classes to return to their previous school site.

## II. Return to Distance Learning

A. In consultation with the SCCPHD the District will follow the guidelines of the State for returning to Distance Learning if and when a school or the District has a confirmed number of COVID-19 cases that would require such a return, consistent with current guidelines at the time of the event. If the County returns to the purple level, PAEA and the District will consult with SCCPHD officials and evaluate the closing criteria and local data together in order to plan for a possible return to distance learning.

## III. Small Cohort Specialized and Targeted Support Services (Prior to Red Level or Below for 14-Days)

A. Nothing in this MOU precludes or impedes the District from providing specialized and targeted support services to designated student groups pursuant to the Cohort Guidance issued by the CDPH on August 25, 2020 (updated on September 4, 2020). The parties agree that the return of students to District campuses under the Cohort Guidance shall not commence sooner than September 28, 2020 for elementary and secondary Special Education programs. Special Education teachers will return to campus no later than September 24 in order to prepare classrooms for the return of students and training.

B. Students with disabilities shall be prioritized by the District for receiving specialized and targeted support services. In addition, English Learners, students at higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth and students experiencing homelessness may also be prioritized.

C. Specialized and targeted support services are determined by the District and include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English Learner status, individualized educational programs and other required assessments.

### D. Cohort Size - According to the Cohort Guidance:

1. Cohorts must be limited to no more than 14 children and youth and no more than two supervising adults, or a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort.
2. Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.
3. The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time. For example:

- a) Cohort may not include 6 children or youth who attend full-time, 6 children on Mon/Wed/Fri, and 6 children on Tue/Thu (total of 18).
- b) Cohort may not include 8 children or youth who attend for the entire day, 4 who attend mornings only, and 4 who attend afternoons only (total of 16).
- c) Given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.

#### F. Special Education

1. Refer to III.A above for scheduled return.
2. The District will adhere to Industry Guidelines regarding facility capacity.
3. If the District has 25% of the population that test positive for COVID-19 and has to shut down all in-person learning, all Special Education classes that have returned in-person before the General Education Population will immediately return to distance learning. Consistent with the second to last paragraph of the MOU, upon the request of either party, negotiations shall recommence over what forms of on-campus instruction or services might occur in this eventuality.
4. Meetings will be conducted in accordance with requirements related to group gatherings as determined by the SCCPHD. Further, the parties acknowledge the benefits of participation in virtual as opposed to in-person meetings to the extent possible.
5. All social distancing and personal protective equipment (PPE) guidelines must be adhered to, as set forth in the following Safety section.
6. Specialized providers, in consultation with their supervisors, and after assessing the impact of services being provided to students and the ability to meet prep time minutes, will determine which students may continue to receive services remotely and which services will be delivered in-person until, January 7, 2021. Conditions will be re-evaluated during the month of December, prior to the Winter Break.
7. No bargaining unit member shall be directed to conduct home visits unless those are currently a part of job responsibilities.
8. In consultation with their supervisor, Education Specialists / Case Managers with a backlog of assessments will be provided up to twenty hours of assessment time to complete any existing backlog outside of their workday to be compensated at the Teacher Hourly Rate reflected in Appendix H.
9. Necessary PPE will be provided in relationship to the job tasks that bargaining unit members must perform.
10. Caseload/Class Size
  1. The District will take reasonable measures to keep Moderate to Severe/Futures classes no larger than 8 students.
  2. The District will take reasonable measures to keep Mild to Moderate classes no larger than 12 students.

IV. Safety: The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the previous memoranda of understanding. These conditions are set forth below for convenience:

#### *Safety Provisions*

1. *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:*

- a) *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.)*
- b) *A dedicated discretionary fund for the superintendent to quickly address safety issues arising after reopening.*
- c) *Cleaning and spacing protocols consistent with section A.1. above.*
- d) *Personal Protective Equipment (PPE) for all staff members as required by Cal OES in the Santa Clara County Public Health Department's requirements which will, in the appropriate circumstances, include:*
  - (1) *Masks for staff and students in an amount sufficient to meet each site's needs.*
  - (2) *Face Shields with sealed bottoms for educators.*
  - (3) *Disposable gloves in an amount sufficient to meet each site's needs.*
  - (4) *Smocks to wear over clothes for staff in an amount sufficient to meet each site's needs.*
  - (5) *Plexiglas shields for work that require a closer distance than the recommended six feet.*
  - (6) *Hand sanitizer; preferably automatic hand sanitizer dispensers inside doorways.*
  - (7) *Hand washing stations.*
- e) *Designated entry and exit points as determined practicable for the unique design of each school facility.*
- f) *Social Distancing Safety Protocols and Procedures for access to classroom and non-classroom facilities and areas.*
  - (1) *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.*
  - (2) *Elementary Students in grades Preschool to 5 will be required to wear cloth face coverings in the classroom. Students without face coverings should maintain physical distance to the extent feasible.*
- g) *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.*
- h) *The District will follow requirements for monitoring and response as provided by the SCCPH Department.*

V. In-Person Instruction – Additional Safety Provisions

- A. The District will provide all Moderate to Severe Special Education staff with appropriate PPE (which may include disposable gloves, gowns, Plexiglas or plastic barriers, face shields, and KN95 masks, etc.), in sufficient quantities, based on the recommendation and guidance from SCCPHD, to all unit members working on campus.
- B. The District will recruit and make best effort to hire four Health Technicians for the elementary sites with certification consistent with existing job description. The District Nurses and existing Health Technicians will help provide services until

these four additional Health Technicians are hired. In addition, District Nurse support is also available as needed on an on-call basis utilizing existing District Staff. Bargaining unit members whose job descriptions are not related to health services will not be expected to monitor isolation rooms.

- C. All individuals will be required to complete the District Self-Assessment survey before reporting or prior to entering the worksite.
- D. The distance between teacher/staff desks and student desks shall be at least six feet or in accordance with guidance from SCCPHD if different.
- E. Student cohort sizes shall not exceed a number that would not allow maintenance of Industry Guidance/County Orders physical distancing requirements given classroom size limitations. Students will be seated at least six feet apart in existing facilities. If that is not possible, the District will use outdoor spaces or non-classroom space to accommodate physical distancing. If use of outdoor space is not feasible, the District will place barriers between student desks.
- F. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning.
- G. Use of staff facilities during break times shall be designated and marked to maintain physical distancing requirements.
- H. Students should remain in their same workspace as much as practicable. If students need to move to other workspaces in a classroom, the space shall be properly cleaned before and after its use.
- I. The District shall provide each student with sufficient supplies in order to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- J. Personal Protective Equipment ("PPE")
  - 1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites.
  - 2. In-lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
- K. Face Masks Requirements
  - 1. Face masks are required to be worn properly at all times by all individuals on a school worksite, outdoors or indoors except when unit members are alone in their classrooms, subject to the most current Industry Guidance and County Orders.
  - 2. Face masks shall not be required for staff if there is a medical contraindication verified in writing from a medical professional according to the Industry Guidance. Such unit members shall use face shields with neck drapes (provided by the District) tucked into the shirt.
- L. When bargaining unit members are on campus, the District shall ensure all HVAC systems are set to operate on the mode which delivers the most fresh air changes per hour. Air filters will be changed prior to the start of the school year and in recommended intervals in accordance with the manufacturer's recommendation for the best filtration, including open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Portable classrooms with HVAC systems shall be equipped with air filters with a large enough capacity and flow rate for the square footage of the room. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

1. In the event that a classroom as no windows or HVAC system, an alternative classroom or teaching space will be found or additional accommodations will be provided.

M. The District website shall provide comprehensive information covering all of the safety measures contained or referred to in this MOU and will continue to be updated as governmental guidelines and orders change.

N. The District will establish testing procedures in accordance with Industry Guidance/County Orders related to a return to in-person instruction.

O. If the Air Quality Index (AQI) is in or above the "red unhealthy" range of 151-200 in person learning will cease as soon as possible and be replaced by distance learning instruction until such time as the AQI is at least in "orange unhealthy for sensitive groups" range of 101-150. If the AQI is estimated at 4:00 p.m. to meet or exceed the "red unhealthy" range for the following day, distance learning instruction shall occur the following day. In the orange range, COVID-19 related air circulation and ventilation safety measures can and will be maintained, as they would in a non-pandemic context (e.g., doors and windows may be open and ventilation systems may operate). Any association member who has a medical condition that requires they cannot be in a room with open windows and/or fresh airflow may engage in an Interactive Process in order to determine if reasonable accommodations may be provided for restrictions specified by their physician (e.g. the option to provide instruction remotely).

#### VI. Hand Washing Requirements

- A. The District will follow SCCPHD requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- B. The District will provide hand washing soap and or medically effective hand sanitizer in all classrooms, workspaces and common spaces.
- C. The District shall ensure that all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.
- D. Hand washing stations, upon delivery to the District, shall be placed in close proximity on campus to rooms without sinks.

#### VII. Health Screening, Testing, Notification, and Contact Tracing

- A. COVID- 19 Testing
  - i. The District will adhere to SCCPHD, CDPH, and Cal/OSHA guidance for surveillance testing. Further, the District and PAEA agree to a short term, joint committee on this topic. This committee will commence at the soonest possible date, not to be scheduled later than two weeks after a signed MOU is executed. PAEA will appoint designated representatives to this committee. The number of appointees shall not exceed six in total, in order to provide for both representation and functionality. The District continues to actively review guidance and investigate options, and will work with the Committee from updated information available at the commencement of the committee work.
  - ii. The District will arrange to provide routine testing free of charge to bargaining unit members (who are providing in person services) at least every other week. Unit members are required to participate in the testing. The testing shall be located on District property and shall be conducted in a legally compliant manner as determined by the testing agency. Test results shall be made available to the District and the unit member. Unit members shall not be required to provide for their own testing.
- B. The District will comply with SCCPHD, CPHD and Cal/OSHA requirements for reporting and notifying bargaining unit members of situations where a student or

District member has been diagnosed with COVID-19, as well as complying with SCCPHD requirements for contact tracing. Due to privacy/confidentiality issues, the parties understand that the District will not be able to provide the identity of the person who has received the positive COVID-19 diagnosis. All persons who may have come in contact with the infected individual will be notified per SCCPHD and CPHD requirements. With respect to an individual who is diagnosed with COVID-19, the District will notify the Association of the location(s) where the individual was present on District premises during the suspected incubation/active infection period. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by Industry Guidance and County Orders shall notify their supervisor or teacher, stay home or, if on a school site be sent home or to a medical facility. The unit member may continue to work remotely if they are able, as determined through consultation with their supervisor.

- C. Upon notification that a member has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from the SCCPHD (August 7 Guidance p. 30).

#### VIII. Leave Provisions:

A. In the event bargaining unit members are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit members will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and PAEA and/or under the Families First Coronavirus Response Act (FFCRA). Similarly, those members with medical proof of susceptibility to COVID-19 or who may be caring for individuals with COVID-19 may be eligible for emergency paid leave through the Emergency Paid Sick Leave Law (EPSL) and should work with the Human Resources Department to determine their leave eligibility.

B. Wage Replacement for FFCRA Leave: If a member is taking a leave under the FFCRA (whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave), the member may elect - by notifying the District - to supplement the amount of pay they receive under such laws by using their accrued paid sick time (but not Extended Sick Leave) to receive up to 100% of their normal regular pay. Only the portion of a sick day needed will be deducted from the members accrued paid sick time. For example, if FFCRA only requires pays for  $\frac{2}{3}$  of a member's daily rate then only  $\frac{1}{3}$  of a sick day will be deducted for each day absent to receive 100% of their normal regular pay.

C. Absences Due To Exposure to COVID-19 Directly Traced To Work: Pursuant to SB 1159, if a bargaining unit member is exposed or is diagnosed with COVID-19 there will be a "disputable presumption" that exposure was from their work assignment. The District will try to offer the member an alternative remote position if that member is not too ill to work. If the District is not able to offer the bargaining unit member an alternative assignment - including working remotely - the District will place the member on a paid medical leave. Such time will, if applicable, run concurrently with any leave rights under the CBA or applicable law, including the FMLA/CFRA.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this MOU or previous memoranda of understanding shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of implementing the transition to and implementation of in-person instructional models due to COVID-19 for the 2020-2021 school year. The District and Association reserve the right to

negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or previous memoranda of understanding related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until Industry Guidance or County orders permit in-person instruction without the conditions set forth above, whichever occurs first.

Signed by:

*Teri Baldwin*

*Karen Hendricks*

For PAEA

For PAUSD