

Memorandum Of Understanding Between
Pleasanton Unified School District And
Association of Pleasanton Teachers

Late Start Bell Schedule with "Falcon Flex" Period
at Foothill High School for 2019-20 School Year

April 24, 2019

This Memorandum of Understanding (MOU) sets forth terms and conditions agreed to by the District and Association ("the parties") for piloting a late start bell schedule with a "Falcon Flex" period at Foothill High School for the 2019-20 school year.

- I. Definitions: For the purpose of this MOU, the following definitions shall apply:
 - A. "Falcon Flex" period: A "Falcon Flex" period is a structured time period built into the school day to allow for student access to academic/social-emotional support.
- II. Purpose: The parties jointly acknowledge that establishment of the late start schedule is intended to provide:
 - A. Support for all students in meeting their academic, social, and mental health needs;
 - B. Support for students based on his or her individual need;
 - C. Opportunities for students to have structured choice supports and targeted interventions.
- III. Late Start Schedule with "Falcon Flex"
 - A. The daily bell schedule for the 2019-20 school year at Foothill High School shall be according to the schedule attached to this MOU and incorporated herein by reference.
 - B. The parties agree this MOU and the attached bell schedule represent an agreed upon alteration of the grades 9-12 teaching day set forth in section 4.1.1.4 or the negotiated Agreement within the meaning of section 4.1.1.5, which allows for such configuration to "be altered, on a pilot basis, if a group of teachers at a school recommend a change to the principal and the Association in writing and both parties approve such a change."
 - C. Collaboration Time Adjustment:
 1. Wednesday morning collaboration will be from 7:45am-8:30am throughout the entire 2019-20 school year.
 2. This adjustment is being made to allow for the same start time on Monday, Wednesday, and Friday as shown on the attached bell schedule.
 - D. "Falcon Flex" Period - Full Time Teachers:
 1. As reflected in the attached bell schedule, students will be offered, and teachers will be assigned to two "Falcon Flex" periods per week within the instructional day.
 2. All unit members will be assigned approximately 27 students, who are enrolled in one of the teacher's courses, for whom they will act as an "advisor" during "Falcon Flex" periods. In any event, staffing of "Falcon Flex" periods shall comply with Article 9 of the negotiated Agreement.
 - E. "Falcon Flex" Period - Part-Time teachers:
 1. Part-time teachers will not be required to staff "Falcon Flex" period in a number greater than in proportion to their full time equivalency (FTE). A full time teacher will staff 72 "Falcon Flex" periods per school year (36 weeks x 2 periods/week); therefore, a

part-time teacher will not be required to staff "Falcon Flex" periods in excess of the following:

- a) .2 FTE (1 instructional period/week) = 15 "Falcon Flex" periods/year
- b) .4 FTE (2 instructional period/week) = 29 "Falcon Flex" periods/year
- c) .6 FTE (3 instructional period/week) = 43 "Falcon Flex" periods/year
- d) .8 FTE (4 instructional period/week) = 58 "Falcon Flex" periods/year

2. The foregoing staffing configurations for part-time unit members may be altered upon mutual agreement of the unit member, site principal and APT President.

- F. "Falcon Flex" Period Pass System: To ensure "Falcon Flex" is successful, the District will develop and implement a structured attendance monitoring system which shall include a "pass system" to allow students to be provided assistance and support from teachers and counselors in addition to their assigned "Falcon Flex" advisor.

IV. Unit Member Responsibilities During "Falcon Flex" Period

- A. Unit members will be expected to support students within their area of academic expertise, take attendance and provide student supervision for students who are enrolled in and/or attend their "Falcon Flex" period.
- B. Unit members will not be required to develop or utilize lesson plans or curriculum or teach new material for the "Falcon Flex" period.
- C. Unit members will not be required to assign grades for the "Falcon Flex" period.
- D. Unit members will not be officially observed or evaluated within the meaning of Article 8 of the negotiated Agreement based on the "Falcon Flex."

V. Pilot: Implementation and Monitoring

- A. Foothill Administration, Counselors, and Foothill Intervention Specialist(s) will review student grades and assessments during the 2019-20 school year to determine the efficacy of the late start schedule with "Falcon Flex" in improving the level of student academic and social/emotional growth. Student, staff and parent surveys will be taken to determine the impact on student health and wellness along with academic value.

VI. Duration and Potential Continuation of this MOU

- A. This MOU shall expire and automatically be null and void effective June 30, 2020 unless the parties agree otherwise.
- B. Any such agreement shall be reduced to writing and signed by the parties, and may include an extension or alteration of the terms of this MOU, or a decision to make the late start schedule with "Falcon Flex" permanent at Foothill High School and/or other sites.
- C. Decisions regarding the future of the late start schedule with "Falcon Flex" shall be informed and guided by the data obtained through the means described in paragraphs V (B) and (C) above and data generated collaboratively by the parties, e.g. through surveys.
- D. All provisions of the negotiated Agreement shall remain in full force and effect except as specifically modified by this MOU and/or mutually identified by the parties as necessary to accomplish the terms of this MOU even if such contractual term(s) is/are not specifically set forth herein.
- E. All provisions of this MOU are subject to Article 2 (Grievance Procedure) of the negotiated Agreement.

For The Association Of
Pleasanton Teachers

For The Pleasanton Unified School District

By: _____

By: _____

Date: _____

Date: _____