

MEMORANDUM OF UNDERSTANDING
between
The Pittsburg Unified School District and the Pittsburg Education Association
Regarding COVID-19 (#8)

April 6, 2020

Pittsburg Unified School District (District) and the Pittsburg Education Association (Association) enter into this Memorandum of Understanding ("MOU") regarding the issues related to the COVID-19 ("coronavirus") and to comply with SB117 that was passed to support Local Education Agencies and the Governor's Executive Orders.

The parties agree to the following:

1. On March 16, 2020 the Contra Costa County Health Officer, issued a Shelter in Place Order (Order) following Federal and State emergency declarations related to COVID-19. On March 13, 2020, the District adopted an Emergency Resolution temporarily closing its schools to students. All PUSD schools will remain closed to students until the end of the school year. This MOU shall remain in effect as long as the District schools remain closed to students due to coronavirus COVID-19. The District has no intent to require any PEA bargaining unit members to work from any District site for the remainder of this school year. If the District believes there is a need to require a bargaining unit member to come to the school site, they shall inform the Association and bargain the effects.
2. The District shall notify bargaining unit members at least 48 hours, or as soon as possible, prior to any extension of the closure. District shall inform all bargaining unit members via work email and/or phone of the anticipated date of return at least 48 hours prior to reopening site-based programs for students.
3. When bargaining unit members are directed to be absent from their school or worksite by order of any Federal, State, or Local agency, including the District, the employee shall receive full pay and benefits for so long as the Federal, State, or Local agency, including the District, requires and or recommends the closure. No employee will be charged sick leave or docked pay due to a school or worksite being closed for health and safety reasons.
4. During the period of school closures and distance learning, if a unit member needs to be absent from work other than for COVID19 related health issues, the unit member shall follow leave language in the Collective Bargaining Agreement.
5. Upon expiration of the Order, after PUSD schools reopen, bargaining unit members who may have been or were potentially exposed to the coronavirus and are required by order of any health authority or doctor recommendation

to be quarantined or required by order of any health authority or doctor recommendation to be self-quarantined shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.

6. Upon expiration of the Order, or after District schools reopen to students, and upon submission of a physician's note, that the unit member must continue to self-isolate, a bargaining unit member in a high-risk group, or who lives with someone in a high-risk group, can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Differential Leave for up to 100 days with full benefits.
7. Bargaining unit members who have a doctor's note indicating that the unit member should self-isolate due to a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures.
8. The District will not reopen schools to students or staff without consent from the County Health Officer. The District shall provide sanitizing materials (e.g. disinfecting wipes, hand sanitizer, alcohol wipes, etc.) for every work-site before a site is reopened to students or staff. The District shall provide soap for every bathroom in sites where unit members are assigned to work. The District shall provide access to sanitizing materials on all sites where unit members are assigned to work. When supplies ordered by the District in March 2020 become available to the District, the District shall also provide sanitizing materials to every classroom and other assigned work areas before a site is reopened to students or staff.
9. The District shall ensure that all sinks in areas where unit members are assigned to work are functioning with water and kept stocked with soap and paper towels.
10. Upon reopening of site-based programs for students, the District will ensure that every used classroom and facility has been cleaned and sanitized. The District shall continue to clean and sanitize daily thereafter during the period any County Health Officer orders apply to the District during the coronavirus outbreak.
11. The District shall comply with applicable CAL-OSHA guidelines.
12. All current unfinished evaluations for bargaining unit members shall be moved to the 2020-21 School year.
13. The District has notified the Association about the Distance Learning Program that will be implemented and has bargained the negotiable effects of such programs. The District shall provide the bargaining unit members all on-line platforms currently in use in the District and are in compliance with state laws

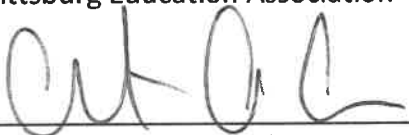
for use with students. If a bargaining unit member desires to use an on-line platform different from that recommended by the District, the bargaining unit member shall first receive prior approval from their Administrator.

14. The District shall provide appropriate software and training for any District recommended on-line platforms when requested by bargaining unit members if needed to perform alternative education. Unit members shall not be required to purchase any materials to provide alternative education.
15. Unit members shall participate in any online professional development that the District provides during the closure. Unit members, who do not have an available device may request one through their Site Administrator or retrieve their District assigned computer.
16. Bargaining unit members shall be available remotely during work hours as listed in the Collective Bargaining Agreement, Article 6.
17. The District shall provide on-line learning resources and physical packet resources for students for grades K-12, including special education. Bargaining unit members shall daily check District email and support student learning by responding to questions and concerns from students and parents through the bargaining unit member's assigned email. Bargaining unit members are not required to share personal emails and/or personal cell/home phone numbers to parents or students. Bargaining unit members who do not have access to WiFi or the internet and/or to a laptop or computer, shall immediately contact their Site Administrator so the District can provide WiFi or internet and/or a laptop or computer to be used remotely to the extent possible.
18. Bargaining unit members shall provide lesson guidance/support information in accordance with number 17 above to students and parents, except during Spring Break or any other non-workday as listed on the District calendar. Bargaining unit members shall provide lesson guidance/support via any District approved on-line platform that bargaining unit member is currently using.
19. Any additional work that is created via online platforms by bargaining unit members for students will need to be printable, to the extent possible, as well to allow site administration to produce copies for distribution to those families lacking internet access and/or devices. The Site Administrator will facilitate the copying, distribution, and collection of any printed work. Unit members shall not be required to come to sites and make copies. Students who are unable to access online materials that are not printable shall be "held harmless".

20. Classroom bargaining unit members shall post assignment for students on the bargaining unit members' District teacher classroom webpage beginning April 20, 2020, and shall be updated weekly thereafter. The teacher classroom webpage shall serve as the link for any other links used by the teacher including for any additional work the teacher may create. This will provide equity and a place for all students, parents and administrators to view assignments. Planning and preparation will take place at those times determined by the bargaining unit member.
21. Students will be "held harmless", and will not receive a traditional grade for the spring semester as a result of engaging in distance learning during this unprecedented time. Secondary students at Pittsburg High School shall receive either a Credit/No Credit for spring semester; secondary students at Black Diamond will receive either a Credit/No Credit for 4th Quarter; Junior High students will receive either a Credit/No Credit for the spring semester; and elementary students will have a mark of either Met Expectations/ Limited to No Contact for spring semester. This aligns with the State Superintendent of Public Instructions' (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support.
22. During Distance Learning Program, bargaining unit members will monitor student participation and will contact students who do not participate. The list of students who do not participate on a regular basis shall be submitted to Site Administrator on a regular basis. Bargaining unit members may also provide their Site Administrator with a list of students for whom they have a particular concern.
23. Bargaining Unit members shall make themselves available during regular work hours during the work week to students and families. Elementary Preparation Teachers shall provide support to classroom teachers to the extent possible. The District will continue to support School Counselors, School Psychologist, District TOSA's and School Behaviorist through collaborated best practices.
24. Bargaining Unit members shall make themselves available by District email on regularly scheduled workdays and work hours.
25. Bargaining unit members will respond to work-related emails and other communications as soon as possible and within 48 hours of receipt, excluding non-workdays; except when extenuating circumstances exist.
26. To the greatest extent possible, the California Content Standards will be addressed during the course of alternative instruction/remote learning.
27. Any professional development needed, shall occur during the unit member's workday.

28. When a date is set to reopen schools to students and staff, the parties shall meet to negotiate any impacts or effects of the reopening.
29. Bargaining unit members are not required to use their personal phone lines to communicate with students and parents. Any platforms that the District has provided shall be used to communicate with students and parents. The names of students who cannot be reached by District communications tools, shall be provided to the Site Administrator.
30. Article 9 – Transfers and Reassignment Procedures – All provisions of this article shall be followed. The parties also acknowledge that the current MOU for Highlands Elementary School adjusted calendar remains in effect.
31. If the District learns of a confirmed COVID-19 infection of any District employee, student, or community member using District facilities, the District shall notify the Association to the extent allowable by law and pursuant to guidance from the County Health Officer.
32. The District and the Association acknowledge that the circumstances regarding the impact of COVID-19 on schools are rapidly changing and both parties reserve the right to negotiate any presently unanticipated additional impacts of school closures during the 2019-20 school year.
33. The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the District community as events continue to unfold.
34. This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Pittsburg Education Association



Chris Coan, PEA President

Date: 4-7-2020

Pittsburg Unified School District



Evelyn Tamondong-Bradley
Assistant Superintendent

Date: 4-7-2020