

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PITTSBURG UNIFIED SCHOOL DISTRICT
AND
THE PITTSBURG EDUCATION ASSOCIATION
REGARDING COVID-19 2020-2021 REOPENING OF SCHOOLS IN DISTANCE LEARNING
TENTATIVE AGREEMENT
AUGUST 6, 2020**

Pittsburg Unified School District (District) and the Pittsburg Education (Association) enter into this Memorandum of Understanding ("MOU") regarding the issues related to the COVID-19 ("coronavirus") and Distance Learning for the 2020-2021 School Year.

The parties agree to the following:

1. The District and Association enter into this Memorandum of Understanding ("MOU") regarding the safe reopening of schools given the ongoing COVID-19 Pandemic, and to mutually ensure procedures and practices are followed that support the health and safety of staff and students under the evolving and changing circumstances associated with COVID-19. The parties also enter into this MOU regarding impacts and effects from the issues related to COVID-19 and Distance Learning for the 2020-2021 School Year.
2. In preparation for the 2020-2021 school year, the District and Association (collectively "Parties") recognize the importance of procedures that support unit members under the District's instructional program planned for the 2020-2021 school year – in either the distance learning or hybrid in-person instructional models – which may be implemented during the year given the continuing COVID-19 Pandemic. Therefore, the Parties enter into this MOU to address the anticipated impacts and effects of the 2020-2021 return to school educational program and ensure compliance with all health and safety requirements that apply to the District, compliance with SB 98, AB 77, and SB 121 passed in June 2020, and other applicable laws, and compliance with the Governor's and California State Department of Health directives issued on July 17, 2020. The parties agree to continue to bargain the effects of hybrid teaching.-The parties also agree to bargain any effects when schools reopen for full-time in-person instruction.
3. On July 15, 2020, the District's Board of Education approved and gave direction that schools shall reopen initially under distance learning for the 2020-2021 school year. In addition, under the criteria issued by the Governor's office on July 17, 2020, instruction for general education students will occur under distance learning and not through in-person classroom based instruction. Schools will reopen for in-person instruction only after the criteria established by the California State Department of Health, issued on July 17, 2020 is met, or any subsequent updated criteria established by the California Department of Health.
4. Bargaining unit members may elect to work in their classrooms during Distance Learning or may work from home as provided for in paragraph 12. Bargaining unit members shall inform their site administrator and human resources via email by August 11, 2020 of their intent to work from home. Unit members need to have a laptop or desktop and internet. The laptop or desktop can be provided through the District checkout. Bargaining members who intend to work some days from their classroom and some days at home, shall provide that schedule to their site administrator on or before August 11, 2020. On days a bargaining unit members chooses to work in their classrooms that is not on the schedule, the member shall inform their site administrator at least one work-day in advance to ensure the classroom can be cleaned and sanitized.

5. All District meetings and staff development shall occur remotely through the District approved on-line platform(s), unless an in-person meeting is required by law, in which case all COVID-19 health and safety requirements will be followed.
6. It is the intent of this MOU to address any effects associated with the distance learning instruction program the District anticipates delivering to students during the fall of the 2020-2021 year. The District and Association shall bargain any effects for hybrid in-person instruction.
7. Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.
8. All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
9. It is in the mutual interest of the Parties to abide by the legal requirements and recommendations of public health officials to prevent illness and further spread of the COVID-19 virus in school environments based on the most current local public health data at this time, national best practices, and the practical realities of managing school operations.
10. 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"), and the California Department of Education ("CDE"), and the Contra Costa County Public Health Services Agency and CAL-OSHA. The Parties agree to meet as soon as possible to negotiate any impact and effects of any revisions or updates to those guidelines. Due to the evolving nature of the pandemic, the Association and District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic, as needed.
11. The District will distribute to all staff the health and safety protocols required by the State and the Contra Costa County Health Services Agency related to COVID-19. The update will be distributed by August 10, 2020 and as updates become available from all pertinent agencies. The Parties agree to collaborate in a joint educational effort to ensure parents, students and all staff understand and adhere to all applicable health and safety procedures.

WORKING REMOTELY OR FROM SCHOOL FOR FALL 2020-2021

12. Association members will provide distance learning instruction and services. The distance learning is based upon unit members delivering the synchronous and asynchronous instruction. Bargaining unit members under the distance learning program are expected to work and be available as stated in the CBA.

Unit members who want to work from home, unrelated to any pre-existing medical condition, may work from home during the distance learning instruction period. These unit members shall notify their Site Administrator and Human Resources Department by August 11, 2020 of their intent to work from home. Unit members who work from home need to have a lap top or desktop and internet. The laptop or desktop

can be provided through District check-out. By informing Human Resources via email of the unit member's intent to work from home, the unit member is ensuring that for the duration of the distance learning period, can effectively work from home by having appropriate physical environment for distance learning. The District shall send all unit members an InformedK12 form via district email to elect their choice of where to provide Distance Learning.

LEAVE AND TRANSFER PROVISIONS

13. Because District school sites and work locations are currently open to employees for work, if any bargaining unit member is 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 of the school or work-site to employees at that location, and shall continue to provide distance learning services remotely. No employee will be charged sick leave or docked pay due to a school or worksite being closed to employees for health and safety reasons, where the employee continues to provide the distance learning services remotely.
14. In the event 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, during the period of distance learning, 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, so long as the employees provide the distance learning instruction from the remote locations. No employee will be charged sick leave or docked pay due to a school or worksite being closed for health and safety reasons, provided the employee provides the distance learning instruction from a remote location.
15. During the period of distance learning, 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 notify the District and may request an accommodation through the interactive process. The employee may be placed on the appropriate paid leave if they have elected to work from the school-site and are unable to work from home or a remote location during the period of quarantine or self-quarantine. If the bargaining unit member cannot perform distance learning services from home, the appropriate leave will be determined and provided. Any leave allotment or use shall follow existing law. If an employee exhausts his/her sick leave, they will be placed on differential leave when required for up to 100 days, with continuation of full benefits during that period to the extent required by law and the CBA.
16. Unit members who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Contra Costa County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may, by August 1, 2020, request an accommodation through the interactive process.
17. During the period of the 2020-2021 school year, 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.
18. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened physical/social distancing protocols while staff are on site, remote working, alternative work assignments (modified duty), temporary reassignments where available, and/or the possible use of accrued

sick leave in addition to that provided through FFCRA. If the unit member is unable to accept all offered alternative assignments, the interactive process and the CBA's Leave provisions will be used to ensure all unit members are granted any and all available leaves (permissive, FFCRA, FMLA). Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider. ("Personal protective equipment" or "PPE" refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and may include face coverings, masks, N95 masks, face shields, barriers, gloves, goggles, etc.)

19. The HR 6201/Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the DISTRICT-PEA Collective Bargaining Agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the Families First Coronavirus Response Act (HR 6201/FFCRA) Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under (HR 6201/FFCRA).
20. Bargaining unit members who were in leave status (e.g. FMLA) prior to the COVID-19 school closure may remain in leave status for the duration of their leave. If a bargaining unit member is able to deliver distance learning remotely, for the duration of distance learning, the bargaining unit member shall be allowed to end leave status upon the approval of Human Resources.
21. All provisions of Article 9, Transfers and Reassignment, shall be followed during the period of distance learning.

SAFETY PROVISIONS

22. 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 worksite before a site is reopened to students or staff. The District shall provide soap for every bathroom in sites where bargaining unit members are assigned to work. The District shall provide access to sanitizing materials on all sites where bargaining unit members are assigned to work. The District shall also provide sanitizing materials to every classroom and other assigned work areas before a site is reopened to students or staff.
23. If the District learns of a confirmed COVID-19 infection of any District employee, student, or community member using District facilities, the District shall follow the Contra Costa County Health Services requirements for notifying individuals and the Association to the extent allowable by law and pursuant to the requirements from the County Health Officer.
24. Classroom space – If or when any in-class instruction or services occur during the distance learning period, such as the hybrid model, the District shall ensure minimum physical distancing of six (6) feet between students, educator and student workspaces, and between employee workspaces.
 - a. The maximum capacity for each room will be established based upon the six (6) feet physical distancing being maintained. Cohorts may need to be smaller to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc).
 - b. Unit members prior to the first week of school and/or re-entering their work site shall have the

opportunity to inspect their classroom, work areas, and other spaces where they may work and address any concerns to their Site Administrator.

25. Common Spaces - Physical distancing and County Health Requirements, including appropriate masks/face shields, shall be maintained in common or shared spaces such as copy-rooms, teacher lounges, kitchen, office areas, cafeterias, libraries, hallways, and playgrounds.
26. The District shall require the proper use of facial coverings (e.g., appropriate cloth mask, surgical style mask, scarf mask, face shield) for all students, staff, parents and community members at any school site or district building. All face coverings must follow District and site dress code requirements.
 - a. Individuals who refuse to properly wear a facial covering will be offered a face mask, and if refused, access to all district buildings and rooms will be denied. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor's order shall instead be required to wear an appropriate or prescribed face covering.
 - b. For bargaining unit members who elect to work on-site during the distance learning period, the District shall provide clean and sanitized work spaces, and shall provide the necessary PPE. Association members will be provided with five (5) face masks and five (5) face shields, and shall maintain the sanitary and working condition of face masks and face shields supplied to them. Employees shall be provided more masks and/or face shields when needed.
 - c. Masks and face shields may not be required for children under third (3rd) grade or for students with medical apparatus which prevents or obstructs the use of the apparatus.
27. The District shall comply with the following hand washing logistical requirements:
 - a. Every room with a sink shall be stocked with soap and a paper towel dispenser
 - b. Every classroom shall be provided hand sanitizer
 - c. Office and common congregation areas shall be provided hand sanitizer
 - d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly
28. The District will provide PEA with a plan and procedure for maintaining stock of PPE, distribution of supplies to unit members, and descriptions of cleaning and sanitizing processes. This plan shall be provided before the first week of school.
29. The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and sanitized according to the District COVID cleaning schedule (Cleaning Schedule) daily, using safe and effective cleaning and sanitizing methods recommended by federal, state, and/or local health officials.
30. The District shall ensure all HVAC systems at each work-site operate on the mode which delivers the most fresh air changes per hour, and open outdoor air dampers to the extent possible so an individual HVAC unit can handle without damage. A log of each site's completed HVAC filter change will be maintained by the Maintenance Department and available for inspection by each site's PEA site representative.

31.-Whenever a bargaining unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations, including maintaining six feet physical distance between themselves and other individuals wearing a proper face mask. Unit members who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering.

DISTANCE LEARNING

32. Under distance learning, the District will have staff meetings/professional development/collaboration virtually for unit members. As outlined in the CBA, unit members will receive agendas with listed materials needed for staff meetings 48 hours in advance. Unit members working remotely are responsible for getting from their site any necessary material for staff meetings/professional development/collaboration. The District shall provide appropriate software and training for any District recommended on-line platforms. Bargaining unit members shall not be required to purchase any materials to provide distance learning alternative education. Recognizing the extraordinary circumstances during the 2020-2021 school year, bargaining unit members may purchase up to \$200.00 of software or materials needed to provide rigorous distance learning to support students. Unit members will check with their school site for the availability of supplies before purchasing. Unit members will follow federal guidelines for learning loss mitigation funds and state guidelines (when available), to make qualifying purchases. To be eligible for reimbursement, purchases must also be made by November 1, 2020, and receipts submitted to the site administrator within ten (10) school days after the purchase.

33. Any essential materials that are on site that are needed for distance learning can be used by bargaining unit members for remote distance learning teaching with approval of their site administrator. Unit members who work from home may check-out their District laptop that can fully function on all district required platforms and software through the District's check-out procedure.

34. Bargaining unit members shall participate in any online professional development that the District provides during the closure for distance learning during the contracted work-day as stated in the CBA. Any required professional development needed, shall occur during the bargaining unit members' workday. Other non-mandatory professional development opportunities may be made available outside of the unit members' workday and unit members will be compensated as stated in the CBA.

35. Bargaining unit members shall be available remotely during work hours as listed in the Collective Bargaining Agreement, Article 6. The schedules that have been developed and published by the District for the distance learning period comply with the Collective Bargaining Agreement (CBA) between the parties and ensure the following:

- a. CBA Preparation time
- b. CBA workday start and end time
- c. District and PEA approved and adopted 2020/21 PEA work calendar
- d. CBA class Size
- e. CBA Staff Meeting Times

f. At a minimum, Duty Free Lunch as stated in the CBA

g. Any other provision of Article 6 of the CBA

During the period of distance learning, unit members may provide input to their site administrator and current schedules may be modified or refined by the site administrator based on this input.

36. Bargaining unit members shall make themselves available by District email on regularly scheduled workdays and work hours. 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.
37. Bargaining unit members are not required to share personal emails and/or personal cell/home phone numbers to parents or students. Bargaining unit members working from home shall use the District phone masking technology to communicate with students, parents and/or guardians as required.
38. Unit members shall be responsible for asynchronous and synchronous instruction. During the period of distance learning, bargaining unit members shall receive no less than the minimum amount of preparation time provided for in the existing CBA. Under the distance learning, bargaining unit members shall be responsible for planning appropriate essential standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.
 - a. Bargaining unit members shall develop and post a syllabus (secondary) or class expectations and information sheet (elementary) with information on accessing the teacher's Distance Learning platform (e.g. Google Classroom), contact information, grading policy/standard-based grading guidelines, assignments, students schedule, and daily live interaction. This information shall be updated and posted weekly on each teacher's webpage.
 - b. Preparation Teachers, Counselors, Speech Therapists, Psychologists, and Behaviorists shall work with district and site administrators to develop and update schedules as necessary to support/teach students for the duration of distance learning.
 - c. Classroom teachers shall also regularly communicate with parents and guardians regarding a pupil's academic progress, and participation, consistent with established practices and procedures for traditional in-person learning.
 - d. During the period of distance learning, the minimum number of instructional minutes each teacher shall provide through synchronous and asynchronous instruction, shall be 180 minutes in TK and Kindergarten, 230 minutes in grades 1 to 3, and 240 minutes in grades 4 to 12.
 - e. Adult Education and Preschool shall continue to follow their State mandated minutes and CBA through Distance Learning.
 - f. Back to School Night, Parent conferences shall be held virtual or postponed while in Distance Learning. If

such meetings are held, the CBA will be followed.

EVALUATION

39. For the 2020-2021 school year, regular evaluations as described in Article 10 will occur for probationary and temporary bargaining unit members. For permanent unit members, evaluations shall be placed on pause until the return of in-person teaching, at which time the Parties will reconvene to amend the timelines detailed in Article 10.

ATTENDANCE AND GRADES

40. Student information System (SIS - currently known as AERIES) -- the use of the SIS for recording and posting of grades shall resume for the 2020-2021 school year. Unit members will utilize the District's established SIS to communicate out and maintain a regular platform for communicating student progress and will include a communication process in their class Information Sheet/Syllabus in compliance with the requirements of SB 98 and the skills identified in the essential standards.
41. Each unit member shall record attendance in the SIS within the first fifteen (15) minutes of each day/period for distance learning students.

SPECIALIZED SERVICES

42. Special Education Case Managers shall follow all IDEA timelines and regulations. If required by a change in the IEP Minutes or services, the Case Manager will hold and write amendment IEPs within the first 30 days of school to adjust SAI minutes as required to meet the legal regulations outlined in IDEA.
- a. The District shall hold all IEPs, 504s, SSTs, remotely unless an in-person meeting is required by law. Case managers, assigned to a remote teaching position, have the option to attend IEP meetings remotely. When guidelines from the Health Department regarding student testing or other Specialized Academic Instruction for in person are released, the Parties agree to meet to bargain the effects. The District and the Association agree to continue bargaining special education in-person testing as clarity in the law, as provided by the County Health Officer and other orders.
 - b. The District shall follow all physical distancing and safety protocols previously described in this MOU for all in-person gatherings/meetings.
43. Specialized academic instruction will be determined based on the offer of Free and Appropriate Public Education (FAPE) when students are in distance learning instruction or services during distance learning. During extended periods of distance learning instruction, the offer of SAI may need to be more clearly outlined in the IEP. SAI services may be offered in group, individual, or a combination of the two based on individual student need.
44. All unit members who are in a specialist position shall continue to provide services through Distance Learning.
45. Due to the evolving nature of the pandemic, the Association and District reserve the right to negotiate

safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

46. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
47. If the District determines there is a need to further adjust the 2020-2021 work calendar, the Parties agree to meet immediately to review and revise the current 2020-2021 work school year calendar to schedule all necessary days based on the academic instructional model(s) used including all student free days, classroom preparation days, and training days. Bargaining unit members shall ratify any new work calendar proposed.

DEFINITIONS

48. The following definitions shall apply to this MOU:
 - a. "Face Coverings" – means cloth face coverings or masks as recommended by federal, state, and local public health guidance.
 - b. "Hand Sanitizer" – means products approved by the Center of Disease Control and Prevention (CDC), US Food and Drug Administration (FDA) and/or California Department of Health for use as hand sanitizers in schools settings.
 - c. "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and can include approved face coverings, approved masks, N95 respirator masks, face shields, neck guards, Plexiglas barriers, gloves, goggles, etc.
 - d. "Physical Distancing" – also known as social distancing means the physical distance between persons to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts, based upon current requirements and guidelines of the CDC, California Department of Public Health and Contra Costa County Health Services Department.
 - e. "Distance learning period" – means the start and end times of remote learning determined by the District and local state and federal health agencies. The distance learning period shall begin on the first student school day of 2020-2021
49. 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 during the 2020-21 school year.
50. 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.
51. After the signing of this MOU, the parties agree to continue meeting to negotiate an MOU for-hybrid/in-person teaching.

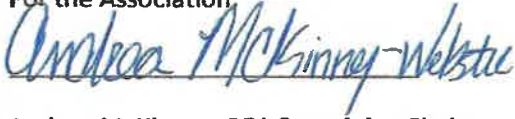
This MOU is subject to Article 4, Grievance Procedure of the District and Association Collective Bargaining Agreement, and shall expire in full without precedent on June 30, 2021 or the end of distance learning,

unless extended by mutual written agreement of the Parties.

Dated: August 6, 2020

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For the Association:



Andrea McKinney, PEA Bargaining Chair

For the District:



Evelyn Tamondong-Bradley, Assistant Superintendent
Human Resources, DISTRICT