

MEMORANDUM OF UNDERSTANDING
BETWEEN
Pittsburg Unified School District (PUSD)
AND
Pittsburg Education Association (PEA)
IN-PERSON ASSESSMENTS RELATED TO COVID19
Part II of MOU Dated August 6, 2020
December 3, 2020
Tentative Agreement

The Pittsburg Unified School District (“District”) and Pittsburg Education Association (“Association”) enter this Supplemental (Part II) Memorandum of Understanding (“MOU”) regarding the assessments and in-person services that are required by law and regulation during the COVID-19 pandemic.

The purpose of this Supplemental MOU ("Supplemental MOU") is to supplement the "Memorandum of Understanding Between the Pittsburg Unified School District and the Pittsburg Education Association Regarding COVID -19 2020-2021 Reopening Schools in Distance Learning" dated August 6, 2020 ("August 6th MOU"), and specifically to address any impacts in-person assessments for eligible required Special Education Testing. The District and Association agree to meet to negotiate at a subsequent time any impacts or effects of the return of students and staff to campus for in person instruction.

The parties agree to the following:

1. No bargaining unit member shall be required return to in-person testing until the unit member has completed the District provided training for in-person assessments. The District shall provide the Association with a list of trainings provided and the names of the unit members who have completed the trainings.
2. The PUSD Contact Tracing Plan shall be made available to inform students, parents, and staff of the District's response to COVID-19 positive outbreaks. The District shall inform PEA of the Contact Tracing Plan and designated response person at each testing site. The PEA President shall be notified of all positive cases of students and staff and the site where the positive case was located. The PEA President shall comply with all legal requirements regarding such notice. The District shall comply with all legal COVID reporting requirements.
3. **Optional In-Person Testing:** Bargaining unit members shall have the option to do in-person testing while Contra Costa County is in “purple” tier. When Contra Costa County moves to a less restrictive tier “red,” “orange,” or “yellow,” for two consecutive weeks, bargaining unit members may be directed to do in-person testing. For bargaining unit members who may need existing accommodations because of pre-existing issues, once Contra Costa County is in a less restrictive than “purple” tier, may contact Human Resources for an accommodation interactive meeting and shall be granted this meeting. Bargaining unit members shall have the right to bring a union representative to this accommodation interactive meeting. At any time Contra Costa County moves back into “purple” tier, in-person testing shall be optional for bargaining

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unit members. Before any in person testing occurs, all appropriate on-line assessments shall be completed.

4. On a student case by case basis the assessors shall be thoughtful in determining which activities would be beneficial to perform in persons versus remotely. When possible, the team shall consider conducting some/or all portions of the assessment remotely to minimize physical contact.
5. The assessor shall minimize physical contact by minimizing the use of manipulatives and hands on activities while ensuring valid assessment and testing outcomes. This will be achieved through test substitution; online interviews, use of rating scales, and other methods. The Special Education Team will consider contacting the test publisher or your professional organizations for guidance about testing the limits of a particular test instrument. The assessor will determine whether validity statements need to be included if there is a deviation from normed testing procedures.
6. Supplies and any necessary materials for the assessor, students or parents will be provided by the District. If pointing is required, nonverbal responses to answer questions, a clean pencil shall be available for a student.
7. If stimulus materials for pointing are required, a pencil shall be available for a student to choose from, as necessary. Where a verbal response is not required, the student can use a pencil to point to their response on a screen or in stimulus response book.
8. For safety and to limit the sharing of materials, any bargaining unit member conducting in-person testing shall have their own assessment kit.
9. The bargaining unit member who is responsible for the testing shall create the testing schedule.
10. The bargaining unit member who is responsible for conducting the test shall have the right to cancel the testing if they believe safety is at risk or any other conditions for safety are not present.
11. **Safety:** The following safety measures and equipment/supplies must be in place before any bargaining unit member assessment or testing is required to occur in-person:
 - a. Cleaning and Disinfecting - All cleaning and disinfection procedures should follow public health guidelines with cleaning staff trained on new protocols, products, and safe handling.
 - b. An appropriate inventory of sanitizing equipment and products shall be available to all bargaining unit members at each designated testing room for use to clean their personal space.
 - c. PUSD shall provide thorough cleaning and disinfection of all testing sites and testing rooms before and after each test is performed. This thorough cleaning shall be required according to County Health guidelines. A schedule of the cleanings shall be posted and updated daily.

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- d. PUSD shall provide thorough cleaning and disinfection of all surfaces such as doorknobs, railings, light switches, classroom sink handles, copy machines, countertops, computers or tablets used by students, and other shared equipment used by students. This thorough cleaning shall be done according to County Health guidelines and a schedule of these cleanings shall be posted and updated daily.
- e. PUSD shall calculate classroom capacities for physical distancing with desks placed so the student and assessor are sitting/standing at least six feet apart for every testing workspace.
- f. PUSD shall provide enough testing supplies to prevent sharing of test kits. PUSD shall provide containers to place any used non-disposable supplies/testing items.
- g. PUSD shall provide no touch trash cans in each testing room. PUSD shall provide every assessment room with a trash picker stick.
- h. PUSD shall clearly provide and identify space that can be used at each site to isolate students with symptoms until picked up by their parent/guardian. These spaces shall be provided to all unit members at the site. Any staff member with symptoms should notify their supervisor and go home.
- i. Each assessor has the authority to terminate any assessment or test situation if physical distance measures are violated. This authority shall be communicated to all bargaining unit members providing assessments. Corrections to violations of these protocols shall be resolved before assessments continue.
- j. All visitors to campus shall respond to a clear set of questions based upon CDC, State and County Health guidelines to determine if that visitor(s) shall proceed to the assessment area. (See attached clearance questions)
- k. Each bargaining unit member shall perform a daily self-check before coming to work (take temperature). Bargaining unit members shall not come to work if feeling sick and these bargaining unit members who remain at home shall perform duties through Distance Learning and inform their immediate supervisor that the assessment shall be rescheduled as soon as possible.
- l. PUSD shall ensure students and parents/guardians coming to campus for assessments are checked for symptoms daily at the entrance of the school, including temperature checks via no touch thermometers. Any student, parent/guardian with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19

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or who have had direct contact with a person tested positive with COVID-19 should be sent home.

- m. Bargaining unit members who develop a temperature higher than 100.4 after coming to work shall return home for the workday(s) and shall initiate the sick leave process or work from home, if the unit member determines they are able, and inform their immediate supervisor they have returned home and are working from home and reschedule any assessments or testing as soon as possible.
- n. Upon notification that an employee or student has been infected with COVID-19, PUSD shall initiate contact tracing in conjunction with local health department officials. All persons who may have had contact with the infected individual shall be notified pursuant to the District's Contact Tracing Plan. The President of PEA shall be notified of positive cases and where these cases are identified. The PEA president shall comply with all legal requirements regarding such notice. In the event any site is closed by the District as a result of one or more positive cases on a site, bargaining unit members at the closed site shall perform duties through distance learning and shall not have any loss of pay and/or benefits.
- o. Any unit member who tested positive for COVID-19 shall not return to work until the staff member has confirmed to the District they have followed the CDC, State Department of Health and County Health Department guidance, and provided to the District a negative COVID-19 test result. Any student who tested positive for COVID-19 shall not return to school until the parent/guardian has confirmed compliance with CDC, State Department of Health and County Health Department guidance. The infected student shall not return to school any earlier than at least 14 days or such other period identified by the Contra Costa County Health Services Department for those having a positive test for COVID-19.
- p. All staff shall practice regular hand washing – 20 seconds – when entering the building, regularly throughout and before leaving the building.
- q. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering PUSD sites and every time an assessment classroom is entered.
- r. All assessment staff shall be provided the proper Personal Protective Equipment (e.g. gloves, disinfectant spray and paper towels, face shields, hand sanitizer, etc.) for the assessment and shall utilize the health and safety stations. Any unit member who elects to bring disinfectant or sanitizing materials shall ensure they meet the requirements for in-school use.

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- s. To ensure safety for bargaining unit members who perform testing for students who are unable to wear a mask or who refuse to keep a mask on, the bargaining unit member shall be provided with N95 masks. These N95 masks shall be properly fitted.
- t. For the assessment rooms, PUSD shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation where it exists, and open outdoor air dampers to 100% where appropriate as indoor and outdoor conditions safely permit. Air filters shall meet health and safety guidelines for schools or higher and changed at the recommended intervals. Portable rooms and/or other rooms used for assessments without adequate central HVAC shall be equipped with appropriate HEPA air filters with a large enough capacity and flow rate for the square footage of the room. If these filter systems are put in place all filters in these systems shall be replaced per federal, state, county or manufacturers requirements.

12. Definitions:

- 13. “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 14. “Hand Sanitizer” – this product must be approved for use in school environments as recommended by CDC. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used in schools unless approved for school use by the Contra Costa County Health Services Department, California Department of Health, or CDC.
- 15. “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 and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 16. “Physical Distancing” – also known as social distancing 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.

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17.

Content	Requirements
Health Screening	Temperature checks upon arrival shall be done daily for staff and students
Quarantine and School Closure Policy	Any Assessment Site closed as a result of COVID-19 outbreak shall not reopen until the District and County Health determine that County and State health and safety requirements are met.
Frequency of Testing	Unit members shall not test more than 1 student per day per assessment room to allow for cleaning, disinfecting, and sanitizing room and testing area by custodial staff in between testing.
Group Size & Staffing	1:1 student and assessor only unless the Assessment team determines that additional staff are necessary for the assessment.
Classroom Space/Physical Distancing	Assessment rooms shall be set up for physical distancing of at least 6 ft apart between chairs in the classroom, and plexi shields shall be constructed to divide the assessor and student. Before a test room is used the unit member shall confirm the room has the proper set-up.
Used Materials	A 'used' supplies no touch container shall be placed next to the table in a position that is accessible to any party needing to dispose of used manipulatives and stimulus materials after student use.
Arrival/Dismissal Procedures	Upon entering the building there will be hand sanitizer, masks (if not wearing one, and gloves). Face shields shall be provided at the unit member's request. No family members will be allowed to enter the classroom/assessment room, unless the Assessor determines it is in the best interest of the assessment to have a family member present. Parents must wear a mask on District sites.
Hygiene	Masks/shields are required for staff, frequent handwashing, staff training on hygiene standards, posters and videos provided. Shields, masks, gloves, soap, sanitizing liquids, and sinks/washing stations will be provided for all staff and students if appropriate.
Cleaning/Sanitizing	See Safety Section above
Room Ventilation	See Safety Section above

18. 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 in the 2020-21 school year. The parties, therefore, share a joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the community as events continue to unfold.

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19. The parties agree to negotiate any impacts of any in-person instruction education model while operating under COVID-19 conditions, including under the hybrid learning model
20. This MOU shall sunset on June 30, 2021 unless modified or amended earlier.

For the Association:

Andrea McKinney
Date: 12-9-2020

For the District:

E. Tansley
Date: 12-9-2020