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Flashpoints NEGOTIATIONS

A PUBLICATION OF THE PITTSBURG EDUCATION ASSOCIATION

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August 3, 2021

Full Reopening for In-Person Learning/Instruction and Safety Due to COVID 19

MOU

PEA and PUSD bargaining teams met to negotiate a Memorandum of Understanding (MOU) for the opening of schools for the 2021-2022 school year. PEA is committed to bargaining an MOU that will mutually ensure the welfare of all students and staff by outlining specific safety procedures and practices to follow while delivering in-person instructions and services through the ongoing COVID-19 pandemic. In this MOU, PEA is focused on safeguarding the following:

1. The continual safety of students regarding COVID19.
2. The continual safety of staff regarding COVID19.
3. To ensure the least number of positive cases on school sites for the 2021- 22 school year.
4. Help support unit members with tools, training, and other necessary materials to address instructional and service requirements.
5. To finalize the bargaining unit member's role in the new AB130 laws regarding Independent Study.

The proposals presented by PEA and PUSD are included below.

PEA will continue to send out updates after each bargaining session to unit members.

In Solidarity,

PEA's Proposal

MEMORANDUM OF UNDERSTANDING BETWEEN
PITTSBURG EDUCATION ASSOCIATION AND
PITTSBURG UNIFIED SCHOOL DISTRICT
2021-22 SCHOOL YEAR FULL REOPENING FOR IN-PERSON
LEARNING/INSTRUCTION AND CLASSROOM SAFETY
DUE TO COVID-19 PANDEMIC
August 3, 2021
Proposal No. 2

Students and staff are very excited that our schools will be opening fully for in-person instruction in the Fall. We agree with the Department of Education and the CDC that it is paramount that our schools are open for in-person learning. This MOU is to ensure the following:

6. The continual safety of students regarding COVID19.
7. The continual safety of staff regarding COVID19.
8. To ensure the least number of positive cases on school sites for 2021- 22 school year.
9. Help support classrooms with tools, training, and other necessary materials to address loss of instructional time.

10. To finalize the bargaining unit member's role in the new AB130 laws regarding Independent Study.

The Pittsburg Unified School District ("District") and the Pittsburg Educators Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 pandemic and the return to school during the 2021-2022 school year. The protocols in this MOU are to clarify current health and safety guidelines for returning to full in person instruction.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic continues to necessitate modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

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. This agreement is non-precedent setting. 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.

When adhering to any federal, state or local guidelines, if there is conflict between the guidance, the most strict guidance shall apply.

The District, in collaboration with the Association, agrees to make adjustments for the 2021-2022 school year as follows:

1.0 IN-PERSON INSTRUCTION

- 1.01 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. Students will have their own device (ie chromebook, tablet etc.) Equipment and supplies must not be shared between students.
- 1.02 School staff shall limit the number of in-person visits to classrooms in order to maintain the stability of the cohorts and to minimize the spread of the illness. Administrators and essential support staff may be present in classrooms only when necessary.
- 1.03 Any unit member who teaches in person shall have no virtual students.
- 1.04 All people on campus shall wear a mask at all times unless seated outside for eating or drinking at a minimum of 3 feet distance.
- 1.05 Sites will develop protocols for “Grab and Go” lunches that follow nutritional guidelines to minimize student contact and maximize efficient distribution.

2.0 SCHOOL SAFETY

The following safety measures and equipment/supplies must be in place before any bargaining unit member is required to provide in-person instruction:

- 2.1 Cleaning and Disinfecting - All cleaning and disinfection procedures should follow public health guidelines with staff trained on new protocols, products, and safe handling.
- 2.2 An appropriate inventory of sanitizing equipment and products shall be available to all bargaining unit members.
- 2.3 The DISTRICT shall provide thorough cleaning and disinfection of all campus spaces such as classrooms, libraries, cafeterias, gyms, restrooms, playground structures, and buses. This thorough cleaning shall be required according to County Health guidelines. A schedule of the cleanings shall be posted on a log on the door of each work area.
- 2.4 The DISTRICT shall provide thorough cleaning and disinfection of surfaces such as doorknobs, railings, light switches, classroom sink handles, copy machines, and countertops.
- 2.5 The DISTRICT shall calculate classroom capacities for physical distancing with desks spaced at least three feet apart facing the same direction for every classroom and workspace. Social distancing spacing shall be marked on the classroom floors with safe routes for in classroom movement.
- 2.6 The DISTRICT shall define physical distancing capacity and determine a usage plan for other spaces such as hallways, cafeteria, bathrooms, playgrounds, and multi-purpose rooms and shall make the report available to the Association. Social distancing spacing shall be marked for safe routes.
- 2.7 The DISTRICT shall determine bus capacities for social distancing and explore approaches such as leaving every other row or seat empty.
- 2.8 The DISTRICT shall provide enough art supplies and other classroom equipment/supplies to avoid the sharing of classroom materials. The DISTRICT shall support the removal of plush toys and other soft items that are difficult to sanitize. The bargaining unit member shall remove plush toys and other soft items that are difficult to

sanitize. The DISTRICT shall provide each student with a container for their supplies if requested by bargaining unit member.

2.9 The DISTRICT shall provide no touch trash cans. The DISTRICT shall provide every unit member with a continual supply of latex gloves.

2.10 The DISTRICT shall clearly provide and identify space that can be used at each site to isolate students and staff with symptoms. These spaces shall be provided to all unit members at the site.

2.11 The District shall provide air purifiers for each classroom.

2.12 Site plans shall ensure that arrival and dismissal times including parent drop off and pick up, are created to avoid bottlenecks in common areas.

2.13 The District shall purchase student and teacher desk see-through partitions as requested.

2.14 Bargaining unit members shall be provided a duty-free lunch.

2.15 The DISTRICT shall establish a protocol for addressing situations if physical distance measures are not followed by students. This protocol shall be provided to all bargaining unit members.

2.16 For students who cannot or refuse to consistently wear a mask, the bargaining unit member shall report this issue to the site administrator via email. Once the administrator receives the email, the administrator shall within 24 hours contact that parent of the student refusing to wear a mask. If the student continues to consistently refuse to wear a mask the student can be removed from the class until the site administrator creates a plan to keep the entire classroom safe.

2.17 The DISTRICT shall provide a plan for limiting visitors on campus including classrooms. No external community organizations shall be allowed to use the sites during the 2021/22 academic school year. All visitors to campus shall respond to a set of self-screening questions that determine if that visitor(s) shall remain on campus.

2.18 Each bargaining unit member shall perform a daily self-check before coming to work. Bargaining unit members shall not come to work if feeling sick.

2.19 The DISTRICT shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Visitors 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 symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home. No bargaining unit member shall be required to monitor this secure waiting room for students.

2.20 Bargaining unit members who have a temperature higher than 100.4 shall return home for the workday(s) with pay.

2.21 When there is a known positive case of COVID-19 of any student or staff on site, closures will occur according to the county health department.

2.22 All staff shall practice regular hand washing – 20 seconds or use hand sanitizer – when entering the building, regularly throughout the day, including every time a classroom is entered.

2.23 Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering DISTRICT sites and every time a classroom is entered.

2.24 All staff shall be provided and utilize Health and Safety Stations (and Personal Protective Equipment) gloves, disinfectant wipes, face shields, hand sanitizer, etc.

2.25 Upon written request, N95 masks and face shields shall be provided to bargaining unit members. A mask fitting shall also be provided upon written request. The mask and fitting shall be provided before in-person teaching and/or testing begins. The masks and fitting shall be completed within 5 workdays of the request.

2.26 The DISTRICT shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals. Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. Adjustments to air flow percentage will be made if recommended by health officials based on outdoor air quality.

2.27 The DISTRICT shall provide to all bargaining unit members a clear plan for what happens and what will be shut down when positive cases happen on any site.

2.28 The DISTRICT shall have a plan ready to close schools and return to distance learning if the state and/or local health department has determined that a resurgence has/will occur and that it is therefore necessary to reinstitute a stay-at-home order. Such plans may be similar to those that chapters negotiated during school closures last year and/or may contain additional elements given the complexity of our current situation. This plan shall be subject to bargaining by the parties.

3.0 DEFINITIONS

3.1 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.

3.2 “Hand Sanitizer” – this product must contain at least 60% alcohol (see CDC and FDA Advisories.)

3.3 “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 includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

3.4 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least three (3) feet and reducing the number of different people with whom a person interacts.

4.0 VACCINATIONS

4.1 The District shall develop a tracking system for the vaccination status of students and employees. Until the tracking system is fully implemented, the District shall treat all people as unvaccinated and require a universal masking policy unless outside and seated while eating or drinking.

4.2 An employee has the right to decline to state if they are vaccinated or not. In that case, the employer must treat the employee as unvaccinated and must not take disciplinary or discriminatory action against the employee.

4.3 The District shall continue to support COVID vaccinations by:

1. Setting up school vaccination clinics
2. Partnering with other related vaccine activities in the community
3. Providing resources and answering general questions about COVID vaccines for students and employees
4. Allowing staff and students to attend vaccination appointments without any penalty or loss of leave

5.0 ISOLATION AND QUARANTINE

The District shall follow most restrictive guidance CDC and County.

6.0 CONTACT TRACING

6.1 Schools must adhere to required reporting requirements and notify, as indicated, the County Health Services Department of any newly reported case of COVID-19 for a student or staff member if the County has not yet contacted them about the case.

6.2 Using the County guidance and in collaboration with the county health department, the District Nurse will serve as the primary contact and contact tracer when situations arise with a possible COVID-19 exposure or a student tests positive for COVID-19.

6.3 The Director of Student Services will be notified immediately, and Site Administration will assist as necessary.

6.4 The Director of Personnel will serve as the primary contact and contact tracer when situations arise with a possible COVID-19 exposure (follow most restrictive guidance) or a staff member tests positive for COVID-19.

6.5 The Director of Personnel and the Director of Student Services will supervise and coordinate any additional efforts regarding communication with staff or families who have been in close contact, maintaining confidentiality according to FERPA.

6.6 School principals will be the designated contact for the local health department.

6.7 If the infected individual is present at school at the time the school is notified by the county, guidance shall be followed based on whether the individual is vaccinated. The most strict guidance shall apply.

6.8 The Director of Personnel or Director of Student Services will send a notice, developed in collaboration with county health, to parents and staff to inform them that a case of COVID-19 in a student or staff member has been reported and that the school will work with county health to notify exposed people.

6.9 The Custodial Supervisor will be noticed by the site administration to arrange for cleaning and disinfection of the classroom and primary spaces where the case spent significant time.

7.0 LEAVES

- 7.01 When determining a unit member's potential COVID-19 exposure or exhibition of COVID-19 symptoms, protocols below will be followed.
- 7.02 If unit members are able to work virtually after COVID-19 exposure or after not being able to pass the self screening for their health, they shall continue to receive full compensation. They will need to inform their site administrator as soon as possible.
- 7.03 In the event that it is not medically possible for the unit member to continue teaching after COVID-19 **exposure**, the unit member may use accrued and available leave until it is determined by workers compensation whether the exposure was work related or not. Unit members will need to inform their site administrator as soon as possible and enter their absence.
- 7.04 In the event that it is not medically possible for the unit member to continue teaching after not being able to pass **self-screening**, the unit member may use all accrued and available leave until it is determined it was work related COVID-19 exposure. Unit members will need to inform their site administrator as soon as possible and enter their absence.
- 7.05 The District shall comply with the provisions of Labor Code 230.8 and any other applicable statute and/or order which is in force at the time of the request in responding to requests by parent-employees pertaining to childcare matters.
- 7.06 In the event one or more classroom or District facility must be closed, unit members will resume virtual learning until the facility (s) is cleared to reopen for in-person learning, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining agreement.
- 7.07 If the entire District operations are curtailed due to the COVID-19 epidemic, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining unit for the period of closure or curtailment as long as the District continues to receive funding from the State and/or Federal Government.

- 7.08 District will comply with Cal-OSHA Standards and continue to provide pay and benefits for employees who are excluded from the workplace due to work related COVID-19 infection or due to work related quarantine for COVID-19 exposure. Work related exposure will extend to unit members who are in the same household with another unit member or District employee who is exposed at work.
- 7.09 Unpaid leaves taken due to COVID shall not count against the one-year maximum unpaid leave that is currently in the Collective Bargaining Agreement under Personal Leave.
- 7.10 Unit members shall have the right to use all accrued leave time as defined by the Collective Bargaining Agreement, including to care for a family member with COVID related illness, or to take an unpaid leave if the member requests to do so.

8.0 IN-PERSON GATHERINGS REQUIRING TEACHER ATTENDANCE

Back to School Night shall be held virtually. Parent conferences, SSTs and IEPs shall have the option of being held virtually with parent agreement. Staff meetings shall continue to be virtual until all bargaining unit members have identified as vaccinated. Bargaining unit member shall have the right to have in person or virtual parent meetings.

9.0 Independent Study (IS)

9.1 Bargaining unit members who currently have a classroom assignment or provide related services, teaching IS shall be optional for bargaining unit members.

9.2 When parents opt out of IS, the student shall not be placed in a classroom that exceeds contractual class sizes.

9.3 Bargaining unit members teaching IS shall use the regular core curriculum. Bargaining unit members teaching IS at the secondary level shall Edgenuity.

9.4 Class size for IS at the elementary level shall be the same as in the Collective Bargaining Agreement.

9.5 Class size for IS at the secondary level shall not exceed 30 students.

9.6 Bargaining unit members who teach IS shall have all of the same rights and privileges as outline in the Collective Bargaining Agreement.

9.7 Bargaining unit members teaching IS shall return to an in-person teaching assignment the following school year; unless the members choose to continue teaching IS and the option to teach IS is available.

9.8 Bargaining unit members teaching IS shall be provided a stipend of \$500.00 to purchase supplies/software, etc to effectively teach IS.

10.0 Elementary and Secondary School Emergency Relief (ESSER) Fund

The District shall hold a meeting prior to September 10, 2021 with the members of the Union's Bargaining Team and Executive Board to discuss and hear options for the use of ESSER funds before submitting the District's Expenditure plan which is due on September 30, 2021. At this meeting the District shall receive recommendations for the use of funds based on teacher and student needs. The District shall make every attempt to implement as much as possible the suggestions made by the Union and negotiate any negotiable issues.

11.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

Due to the evolving nature of the pandemic, the District and/or Association reserve the right to negotiate safety and/or any additional impacts and effects related to the COVID-19 pandemic and/or additional school closures in the 2021-2022 school year.

12.0 DURATION

12.01 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.

12.02 This MOU shall expire in full without precedent on June 30, 2022, unless extended by mutual written agreement of the Parties.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE PITTSBURG EDUCATION ASSOCIATION AND
THE PITTSBURG UNIFIED SCHOOL DISTRICT REGARDING
THE IMPACTS & EFFECTS OF 2021-2022 SCHOOL REOPENING
August 3, 2021

Pittsburg Unified School District (District) and the Pittsburg Education (Association) enter into this Memorandum of Understanding (MOU) regarding the impacts and effects of the ongoing COVID-19 pandemic on the return to in-person instruction for the 2021-2022 School Year. The Association and District are very excited that our schools will open fully for in-person instruction in the Fall and agree with the Department of Education and the CDC that it is paramount that our schools are open for in-person learning.

The parties agree to the following:

1. **Purpose & Scope:** The District and Association (Parties) intend for this MOU to address the [anticipated] impacts and effects of the ongoing COVID-19 Pandemic on return to in-person instruction and services for the 2021-2022 School Year in the Pittsburg Unified District School, and to mutually ensure procedures and practices are followed that support the health and safety of all students and staff given the evolving and changing circumstances associated with COVID-19.
2. As of the date of this MOU, the Parties recognize that the uncertainties of the ongoing COVID-19 pandemic have necessitated modifications to the operation of schools, such as the mandate to for students and staff to wear masks in shared indoor spaces to minimize the health risks associated with COVID-19 infection for all students, staff, and their families, while the Parties work together to provide equitable access to education for all students. [PEA]
3. 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.
4. This MOU is non-precedent setting, and the Parties affirm their obligations to comply with all provisions of the Collective Bargaining Agreement (CBA) not in conflict with this MOU. The Parties also affirm that all provisions of the Educational Employment Relations Act (EERA) *California Government Codes 3540 et seq.* apply and remain in effect.
5. **School Safety:** Safety remains a top priority as schools open for the 2021-2022 School Year. The District hereby confirms that it shall adhere to the most recent COVID-19 requirements issued by the California Department of Public Health (CDPH) the most current of which is July 14, 2021, California Department of Occupational Health & Safety (Cal OSHA), and the Centers for Disease Control (CDC) that are applicable to public school districts, as well as any health orders or directives from the Contra Costa County Public Health Services Agency. Upon demand from either of the Parties, the Parties shall meet as soon as possible to negotiate any impact or effects on bargaining unit members of any change or revision to those requirements.

- 5.1 The District has developed and disseminated to families and staff a comprehensive COVID-19 FAQ FOR OPENING SCHOOLS and will provide PEA with notice of any changes to the FAQ by those changes on the District's website. [Attached.]
- 5.2 Unit members shall always wear masks when in a shared indoor or outdoor space , except when it is necessary for one or students to see the speakers' mouth (e.g., teaching vowel sounds), and in that situation the unit member must wear a face shield. A unit member must return to wearing the mask when the need to be without the mask no longer exists.
- 5.3 The District shall provide five (5) cloth masks and two (2) face shields to each unit member.
- 5.4 All unit members must provide evidence of their COVID-19 vaccination status by submitting the self-attestation form of the member's COVID-19 vaccination status through Informed K12 by August 31, 2021. Any unit member who cannot wear a mask for medical reasons should immediately contact Human Resources and submit their reasonable accommodation request form.
- 5.5 Each bargaining unit member shall perform a daily self-check following the CDPH and CDC guidelines [<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>] through the District approved screener (currently Screen by Company Nurse) before coming to work. Any bargaining unit members who believe s/he has COVID-19 symptoms shall immediately contact the District, request substitute coverage, and not come to work.
- 5.6 Bargaining unit member members shall follow normal site protocols for any student they observe has COVID-19 symptoms. The District shall inform unit members at each site of the designated space at their site to isolate students with potential COVID-19 with symptoms until picked up by their parent or guardian.
- 5.7 Unit members shall follow their school site Positive Behavior Intervention System (PBIS) protocol for any student that fails or refuses to follow a school site rule. Unit members shall promptly notify their site administrator of any student who repeatedly refuses to wear a mask so an alternative education placement can be afforded if required by law.
- 5.8 All staff shall practice regular hand washing – 20 seconds or use hand sanitizer – when entering any district building, regularly throughout the day, including every time a classroom is entered.
- 5.9 Upon written request, unvaccinated unit members, shall be provided an N95 mask with instructions for proper fitting.
- 5.10 An appropriate inventory of cleaning equipment and products shall be available to all bargaining unit members.
- 5.11 Cleaning and Disinfecting - All cleaning and/or required disinfection procedures shall follow the Cal OSHA requirements for schools.
- 5.12 Each work area shall have the proper Personal Protective Equipment kit (e.g., gloves, face shields, hand sanitizer). Any unit member who elects to bring disinfectant or sanitizing materials shall ensure they meet the requirements for in-school use.
- 5.13 The District shall notify PEA of any change to the District's current practice which minimizes non-essential visitors and large community gathers (e.g., back-to-school night, etc.) on school campuses through the end of September 2021.
- 5.14 PUSD shall ensure all HVAC systems meet Cal OSHA and CDPH health and safety requirements for schools, and that all work areas meet or exceed Cal OHSA air quality requirements.

6. **Contact Tracing & Positive Case Notification:** The District will continue to follow the Contact Tracing procedures and protocols established by the Contra Costa County Department of Health.
[<https://drive.google.com/file/d/1xRxFGkG87-U3kn73R2QRipTWyxHHdE0Z/view>]
- 6.1 The District will notify bargaining unit members and PEA of the Contact Tracing liaison at each school site, in accordance with the Contra Costa County Department of Health guidelines.
- 6.2 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 District's Contact Tracing Plan, and any additional Contra County Health Services requirements, in contacting those individuals required to be notified to the extent required by law and pursuant to the requirements from the County Health Officer.
- 6.3 The President of PEA shall be notified of positive cases and where these cases are identified as required by law. The PEA president shall comply with all legal requirements regarding such notice.
- 6.4 Any unit member who tested positive for COVID-19 shall not return to work until the staff member has confirmed to the District HR Department that they have followed the CDPH and County Health Department guidance before returning to work.
- 6.5 All bargaining unit members shall maintain a current seating chart for students in each class and provide chart to their site administrator upon request to facilitate contact tracing.
7. **Leaves:** The District will comply with all leave laws and regulations that apply to bargaining unit members of the District during the 2021-2022 School Year.
[<https://docs.google.com/viewerng/viewer?url=https://www.pittsburg.k12.ca.us//cms/lib/CA01902661/Centricity/Domain/85/2021-COVID-19-Supplemental-Paid-Sick-Leave.pdf>]
8. **Ongoing Collaboration:** The Parties recognize that schools are essential services, and attendance at school, are critical to the academic, social and emotional development of students and the daily life of their families. The Parties recognize they continue to face unprecedented challenges and changes for the educational system caused by the ongoing COVID-19 pandemic and its effects. 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 best available public health data at this time, national and international best practices, and the practical realities of managing school operations.

9. **Duration:** The Parties share the joint interest in keeping communications open and working collaboratively to benefit students, staff, parents, and the District community as events continue to unfold during the pandemic. This MOU shall expire in full without precedent on June 30, 2022, unless extended in writing by the Parties.

Dated: _____

Dated: _____

For the Association:

For the District:

Andrea McKinney, PEA Bargaining Chair

Nancie Castro, Assistant Superintendent

Human Resources, PUSD