

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 26, 2021

PEA/PUSD Proposal No. 8

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:

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 2021- 2022 school year.
4. 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 Teachers 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.



PUSD shall adhere to all requirements issued by relevant governing agencies regarding safety conditions for opening school in the 2021-2022 school year. Such agencies include the California Department of Health, the Governor's Office, Cal/OSHA and the Contra Costa County Health Department. The parties agree that such adherence will be determined by the prevailing governmental agency (e.g. in most cases the County Health Department).

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

1.0 IN-PERSON INSTRUCTION

- 1.1 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education. In order to minimize the sharing of high-touch materials, each student shall store their materials and belongings separate from other students. Where a designated space cannot be provided, students are encouraged to use a backpack to store their belongings. To the greatest extent possible, equipment and supplies should not be shared.
- 1.2 School staff shall limit the number of in-person visits to classrooms in order and to minimize the spread of the illness.
- 1.3 Any unit member who currently teaches a classroom in person shall not be required to have virtual students; however, the Association and the District shall bargain how services shall be provided for speech and resource students who are in the Virtual Independent Study Program.
- 1.4 Unit members shall always wear masks when in a shared indoor or outdoor space, except when it is necessary for one or more students to see the speakers' mouth (e.g., teaching vowel sounds), and in that situation the unit member must wear a face shield with a drape. A unit member must return to wearing the mask when the need to be without the mask no longer exists.

2.0 SCHOOL SAFETY

Safety remains a top priority as schools open for the 2021-2022 School Year. The District hereby confirms that it shall always 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.



- 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, and restrooms. This thorough cleaning shall be required according to County Health, CDPH, and Cal/OSHA requirements. All bargaining unit members at each site shall be informed by site administration where to find the schedule of cleanings.
- 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 will follow all guidelines as required by CDPH and the state of California related to physical distancing while on school property. Although physical distancing is not required, CDC recommends schools maintain at least 3 feet of physical distance between students within classrooms, combined with indoor mask wearing by people who are not fully vaccinated, to reduce transmission risk. As in CDPH guidelines, the District strongly recommends 3 feet of physical distance between students within classrooms where possible. When it is not possible to maintain a physical distance of 3 feet, such as when schools cannot fully re-open while maintaining these distances, it is especially important to layer multiple other prevention strategies, such as indoor masking.
- 2.6 The DISTRICT shall provide each K through 8th grade student with a container for their supplies if requested by bargaining unit member.
- 2.7 The DISTRICT shall provide no touch trash cans in each classroom, including trash cans without lids. The DISTRICT shall provide every unit member with additional latex gloves for workday purposes upon request.
- 2.8 The DISTRICT shall clearly provide and identify space that can be used at each site to isolate students and staff with symptoms. The District shall inform unit members at each site of the designated space at their site to isolate students with potential COVID-19 symptoms, until picked up by their parent or guardian.
- 2.9 Bargaining unit members shall continue to be provided a duty-free lunch as listed in the Collective Bargaining Agreement.
- 2.10 For students who refuse to consistently wear a mask, the bargaining unit member will make contact with the parent/guardian. If the student continues to refuse to wear a mask, the bargaining unit member shall report this issue to the site administrator via email. The administrator, or their designee, will contact the parent (within 24 hours) of the student refusing to wear a mask, and if the student continues to consistently refuse to wear a mask, the student will be excluded from campus, and an alternative education placement will be offered. All students shall wear appropriate face coverings as defined in 3.1



- 2.11 The District shall notify PEA of any change to the District's current practice which minimizes non-essential visitors and large community gatherings (e.g., back-to-school night, etc.) on school campuses through at least the end of September 2021. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry.
- 2.12 Each bargaining unit member shall perform a daily self-check before coming to work. Bargaining unit members shall not come to work if they are exhibiting any COVID-19 symptoms or if they have a fever above 100.4 degrees. Bargaining unit members exhibiting symptoms of COVID-19 during the work day shall return home and shall be entitled to use any available leaves under the Collective Bargaining Agreement, including SB95 if applicable.
- 2.13 Bargaining unit members shall follow normal site protocols for any student they observe who has COVID-19 symptoms. The District shall inform unit members via email at each site of the designated space at their site to isolate students with potential COVID-19 symptoms until picked up by their parent or guardian. Bargaining unit members shall be allowed to physically distance at least 6 feet from students who exhibit COVID-19 symptoms in the designated isolation areas.
- 2.14 When there is a known positive case of COVID-19 of any student or staff on site, closures that might be required will occur according to the county health department.
- 2.15 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.
- 2.16 All staff shall be provided with Personal Protective Equipment (gloves, disinfectant wipes, face shields, hand sanitizer, etc.). Any bargaining unit member who elects to bring disinfectant or sanitizing materials shall ensure they meet the requirements for in school use.
- 2.17 Upon written request, N95 masks and face shields shall be provided to unvaccinated bargaining unit members for use during the workday. Due to possible short supply, N95 masks shall be made available to vaccinated bargaining unit members upon written request if available, for use during the workday.
- 2.18 The District shall provide to all bargaining unit members via email a clear plan for what happens when positive cases happen on any site, per the Contra Costa Health Department's contact tracing protocol.
- 2.19 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 for schools. 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. Any impacts and effects of 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" (PPE)– 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 and reducing the number of different people with whom a person interacts. (CDC recommends three feet when possible.)

4.0 VACCINATIONS

- 4.1 In accordance with the California Public Health Order issued on August 11, 2021, all unit members who are currently vaccinated must provide evidence of their COVID-19 vaccination status by submitting the proof of vaccination on the district created form sent through Informed K12 by August 27, 2021. Unit members who are not currently vaccinated or did not submit proof of vaccine shall be required to submit to weekly COVID-19 testing. Testing will be available at district locations during the workday. Implementation of the testing shall be no later than October 15, 2021. Weekly testing for unvaccinated bargaining unit members will be provided on site, during the workday without the loss of any pay or leave. Any unit member who cannot wear a mask for medical reasons should immediately contact Human Resources and submit their reasonable accommodation request form.
- 4.2 The District shall continue to support COVID vaccinations by:
 - 1. Working with Contra Costa County Health Department to make school sites available for use as vaccine centers accessible to staff and community members.
 - 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 the most updated guidance from the CDC and County regarding isolation and quarantine.

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 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. At any school site where a COVID-19 case is positive, all bargaining unit members shall receive notice via email of such.
- 6.3 The School Site Safety Supervisor will serve as the primary contact and contact tracer when situations arise with a staff member's possible COVID-19 exposure (follow most recent guidance) or a staff member tests positive for COVID-19.
- 6.4 The School Site Safety Supervisor, in collaboration with site contact tracing teams, will be the designated contact for the local health department.
- 6.5 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 Costa 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. Bargaining unit members shall be given the District's Contact Tracing Plan via email.
- 6.6 All bargaining unit members shall maintain a current seating chart (designed by the bargaining unit member) for students in each class and provide chart to their site administrator upon request to facilitate contact tracing. All bargaining unit members who meet with students outside of the classroom shall maintain a sign in sheet of students they come in contact with.

7.0 LEAVES

- 7.1 When determining a unit member's potential COVID-19 exposure or exhibition of COVID-19 symptoms, protocols below will be followed.



- 7.2 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.
- 7.3 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 whether it was work related COVID-19 exposure. Unit members will need to inform their site administrator as soon as possible and enter their absence.
- 7.4 The District shall comply with all other applicable law statutes and/or orders which is in force at the time of the request in responding to requests by parent-employees pertaining to childcare matters.
- 7.5 In the event one or more classroom or District facility must be closed, unit members will resume virtual learning if directed by the District, consistent with the 2020-2021 virtual learning program, until the facility(s) is cleared to reopen for in-person learning. Unit members who participate in virtual learning during this time will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining agreement. A unit member who is required to quarantine and continues to work virtually will not suffer any loss of pay, benefits, or use of leave.
- 7.6 If the entire District or district facility is closed or operations are curtailed due to the COVID-19 health directives, affected 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.
- 7.7 District will comply with Cal/OSHA Standards and all leave laws and regulations that apply to bargaining unit members of the District during the 2021-2022 School Year, including SB95 COVID-19 Supplemental Sick Leave and Workers Compensations Leave if applicable.
- 7.8 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

Parent conferences, SSTs and IEPs shall have the option of being held virtually with parent agreement. Bargaining unit member shall have the option to have in person or virtual parent meetings with parent agreement. When parents do not agree to a virtual meeting, attendees shall sit six feet apart from the bargaining unit member. Bargaining unit member shall have the right to request a desk plastic shield. Bargaining unit members who are unable to maintain six feet distance, shall collaborate with site administrator to find a different room that can maintain six feet distance, where possible. Site administrators may continue with virtual staff meetings if they deem appropriate.

9.0 VIRTUAL INDEPENDENT STUDY (VIS)

- 9.1 Bargaining unit members who currently have a classroom assignment or provide related services, teaching VIS shall be optional for bargaining unit members. If the District finds a need to reassign a classroom teacher to a VIS position, the Association and the District shall meet to bargain the effects.
- 9.2 When parents opt out of VIS for their student, the contractual class size provisions will apply when placing that student in a classroom.
- 9.3 Bargaining unit members teaching VIS shall use the district's designated curriculum.
- 9.4 Class size for VIS at the elementary level shall be the same as in the Collective Bargaining Agreement.
- 9.5 Class size for VIS at the secondary level shall be the same as in the Collective Bargaining Agreement.
- 9.6 Bargaining unit members who teach VIS shall have all of the same rights and privileges as outlined in the Collective Bargaining Agreement.
- 9.7 Bargaining unit members teaching VIS shall return to an in-person teaching assignment the following school year; unless the members choose to continue teaching VIS and the option to teach VIS is available.

10.0 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 impacts and effects of any school closures in the 2021-2022 school year.

11.0 DURATION

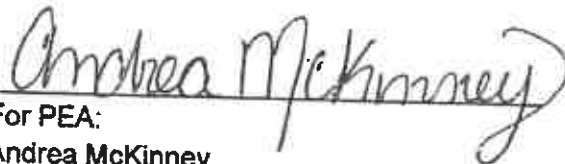
- 11.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.



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

Date: 8/30/2021

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For PEA:
Andrea McKinney
PEA Bargaining Chair



For District:
Nancie Castro
Assistant Superintendent
Human Resources