

MEMORANDUM OF UNDERSTANDING

This 18th day of August 2020, the Pittsburgh Board of Public Education ("District") and the Pittsburgh Federation of Teachers, Local 400 ("Union") collectively the "Parties" enter into this Memorandum of Understanding ("MOU") as follows:

Recitals:

WHEREAS, the novel coronavirus that causes COVID-19 has forced the District to alter its educational delivery model by delivering instruction virtually to students for at least the first nine (9) weeks (or longer) of the 2020-2021 school year in order to protect the health and safety of students, teachers, and staff; and

WHEREAS, the District intends to comply with local, state, and federal orders and guidelines regarding COVID-19 mitigation efforts; and

WHEREAS, consistent with guidance from the Commonwealth of Pennsylvania, Office of the Governor, Department of Health ("DOH"), Department of Education, and the U.S. Center for Disease Control and Prevention ("CDC"), the District is endeavoring to provide the highest quality of education to students while ensuring employees work as safely as possible during the COVID-19 pandemic; and

WHEREAS, the District has authorized the use of remote work and alternative work arrangements to an unprecedented extent while recognizing that such arrangements may not provide the optimal learning environment and educational support to students; and

WHEREAS, these arrangements have been made on a temporary basis and as an exception designed to mitigate the spread of COVID-19; and

WHEREAS, the District and the Union desire to codify modifications to their collective bargaining agreement to reflect the alternate delivery of instruction during the first nine (9) weeks (or longer) of 100% remote instruction during the 2020-2021 school year and other employee expectations; and

NOW THEREFORE, the District and the Union agree as follows:

1. Teachers shall provide synchronous (live with camera on) educational instruction to students for at least the first nine (9) weeks of the 2020-2021 school year. Teachers may elect to provide this instruction and work on non-instructional days either from their classroom at their assigned District school building or from their residence. Teachers should be mindful of their background environment to ensure that it is appropriate for students. Appropriate teacher dress should be worn.
2. Teachers who choose to provide synchronous (live) educational instruction to students from their residence must have reliable internet access. Teachers have been or will be provided a District device with sufficient technological capability to provide said instruction. Teachers who elect not to use a District provided device must use a device with the technological capacity for synchronous instruction. Teachers who do not have

reliable internet access from their residence will be required to provide instruction from their assigned District school building. Teachers should work with their school leaders to coordinate on-site instruction and related matters.

3. The District shall implement health and safety protocols consistent with local, state, and federal guidance on the mitigation of COVID-19; those employees providing instruction from their classroom at their assigned school building shall comply with all such health and safety protocols at all times. The District will provide the recommended personal protective equipment (PPE) for employees reporting to District work sites beginning on or about August 19, 2020.
4. The start time and end time for the school day shall be the same as provided in the Collective Bargaining Agreement (“CBA”) between the District and the Union and/or consistent with the current practice, regardless of whether an employee provides educational instruction from their classroom or their residence.
5. For non-teaching professionals, the start time and end time for their working day shall be the same as provided in the CBA and/or consistent with the current practice regardless of whether an employee is working remotely or at their assigned school.
6. Teachers shall follow the class schedule for their assigned school building for the 2020-2021 school year regardless of whether an employee provides educational instruction from their classroom or their residence.
7. It is the intent of the Parties that non-teaching time be used to the greatest extent possible for planning time for teachers. Teachers with assigned duty periods will be able to use the duty periods for planning. Additional time (for example PLC, TIP, ESEP, home room, advisory periods and other time provided in the master schedule) may be re-purposed for planning at the school-level if approved by the school’s Instructional Cabinet.
8. Educational instruction will be provided to students synchronously (live) during the first nine (9) weeks of the 2020-2021 school year or longer as determined by the District. Teachers may supplement synchronous instruction with asynchronous (pre-recorded or on-line) instruction.
9. During the first nine (9) weeks of the 2020-2021 school year, administrators shall have access to synchronous instruction for the purpose of providing feedback and support to teachers. Administrators will provide teachers with advanced notice of these informal observations of their synchronous instruction. The District will provide teachers with guidance regarding specific components which should be observable during informal observations of synchronous instruction. Informal observations from synchronous instruction will not be used for evaluative purposes. Should synchronous instruction extend beyond the first nine (9) weeks of the 2020-2021 school year, the District and the Union will meet to discuss a remote evaluation system.
10. The Parties recognize that additional guidance regarding supervision and evaluation for pre-tenured teachers must be prioritized. Instructional Teacher Leaders may be used for peer support.
11. Teachers will continue to follow established guidelines for lesson plans, including the submission of weekly lesson plans to their designated school leader weekly.

12. Teachers will continue to adhere to the District's grading guidelines which were in place prior to the pandemic and in accordance with Policy 209.
13. Schoology must be used for instruction.
14. Teachers will be responsible for taking student attendance for their assigned classes in TAC. Teachers will be responsible for grading in TAC.
15. Twelve-month employees will comply with the District's Vacation Quarantine policy. Employees opting to voluntarily travel to designated "hot spots" shall work from home for fourteen (14) days immediately following their return. Employees are required to notify their supervisor of the travel destination in advance of travel to ensure that the supervisor is aware that the employee will be working from home after the vacation period. Should the employee develop symptoms of COVID-19, the employee will notify his/her supervisor and follow the treatment plan recommended by his/her health care provider.
16. The District recognizes that employees are not able to perform all of the essential functions of their jobs while working remotely, and the Parties agree that this arrangement has been made on a temporary basis and as an exception to ordinary practice in order to address the COVID-19 pandemic.
17. The Parties agree that the provisions of this MOU are temporary and are directly related to the COVID-19 pandemic and shall not be considered precedential.
18. By entering into this MOU, the Parties recognize that contrary terms or conditions in the CBA are suspended and not enforceable for the duration of the COVID-19 pandemic.
19. The terms and conditions of employment contained in the CBA which are not altered by this MOU remain in effect, including the terms and conditions of employment for other professional role groups.
20. Nothing in this MOU shall be interpreted as being contrary to state or federal law, now or in the future.
21. The terms and conditions of this MOU shall apply for the first nine (9) weeks of the 2020-2021 school year or longer if students remain out of school. The terms of this MOU shall also apply if the District returns to 100% remote learning after a period of in-school instruction (in a hybrid or other model).
22. The District agrees, at its sole expense and cost, to defend, hold harmless, and indemnify classroom teachers against any and all claims, damages, losses, expenses, attorneys' fees, suits, proceedings, investigations, and judgments for damages or equitable relief, cause or causes of action in law or equity, or any place howsoever, which may be brought or threatened to be brought against any of the employees related to or arising out of providing lessons through livestreaming or pre-recorded sessions including but not limited to, any failure for the technology to function properly, any failure to reach growth measures, any difficulty providing accommodations, negligent acts and/or omissions of the employees in connection with designing, delivering, and assessing instruction via live-stream or any other online or pre-recorded course, provided the employee is acting within the scope of his/her employment.
23. By signing this Memorandum of Understanding, the Parties hereto acknowledge that they understand this Agreement and enter into it voluntarily and that there are no written or

oral understandings or agreements that are not set forth herein. This represents the Parties' full understanding on this issue.

24. Any disputes regarding this agreement shall be enforceable through the grievance procedure of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hand(s) and seal(s) the date first above.

ATTEST:

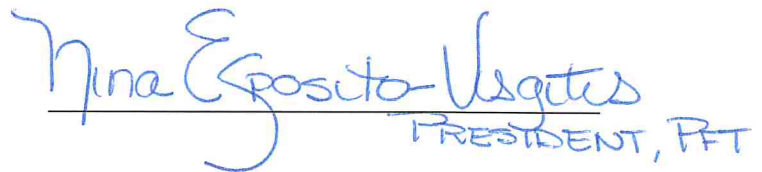
SCHOOL DISTRICT OF PITTSBURGH

Date: _____

ATTEST:

PITTSBURGH FEDERATION OF
TEACHERS, LOCAL 400




PRESIDENT, PFT

Date: AUGUST 19, 2020