

## MEMORANDUM OF UNDERSTANDING

This 8th day of November 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 and/or utilizing a hybrid instructional model for 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 intends to implement a phased-in return to school for District students utilizing, where appropriate, a hybrid instructional model as well as providing a virtual option for students 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 phased-in hybrid and virtual instruction models during the 2020-2021 school year and other employee expectations; and

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

1. Upon implementation of the phased-in hybrid mode, teachers shall return to their work sites to provide synchronous (live streaming with camera on) educational instruction to students participating in the hybrid and virtual instruction models. Instruction shall align with the District’s Hybrid Instructional Model (see attached) and will include whole/small group instruction, student interventions and asynchronous activities. The manner in which teacher-led small group facilitation (e.g. break-out rooms or asynchronous activities) occurs will be at the teacher’s discretion. Teachers may supplement synchronous instruction with pre-recorded instruction. Teachers will not be recorded without their knowledge and consent. Teacher attire will conform to the collective bargaining agreement and Board policy.
2. Teachers will deliver synchronous instruction (live streaming with camera on) from an off-site location (which may be their residence) on Wednesdays unless otherwise directed to by an administrator and in accordance with legal requirements, settlements or administrative determinations. Teachers must have reliable internet access from the off-site location. 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 should be mindful of their background environment to ensure that it is appropriate for students. Appropriate teacher dress should be worn while providing instruction off-site. Teachers will be responsible for providing asynchronous activities for the portion of the school day on Wednesdays that will be used for professional development and/or planning/preparation. The District shall implement health and safety protocols consistent with local, state, and federal guidance on the mitigation of COVID-19. Employees shall comply with the District's health and safety protocols at all times. Employees will be required to wear a mask or a face shield if medically or occupationally required in accordance with the District's directive. Employees who fail to wear an appropriate mask or face shield may be subject to disciplinary action. Professional employees who will be in close proximity (less than 6 feet) to students who are not required to wear a mask will be supplied with healthcare worker grade masks such as an N95 or KN95 to the extent the District is able to obtain and provide such masks.

3. District/Federation liaisons will quickly review and resolve, if possible, bargaining unit employee concerns regarding COVID-19 mitigation efforts. The District's liaison is the Director of Facilities. Nothing in this MOU shall be construed to waive the District's managerial right to establish safety policies and/or compel the District to allocate additional monies to purchase, modify, fix or repurpose existing District property or systems to meet standards above those required by law or regulation.
4. Employees will be responsible to pre-screen themselves daily for COVID-19 symptoms using the District's current "decision tree" which will be made available on the District's intranet and the PFT website. Employees are encouraged to utilize the Pennsylvania Department of Health's app "COVID Alert Pennsylvania" to conduct daily screens. Employees may only report to work after their daily pre-screen indicates that it is safe to do so. Employees who are directed to consult with a health care provider and/or quarantine as a result of the pre-screen must provide this information to their immediate supervisor. Employees are not required to disclose his/her medical condition but must for contact tracing purposes notify their supervisor that they are experiencing COVID-19 symptoms. Employees who experience COVID-19 symptoms or a COVID-19 exposure will follow the District's safety protocols and may be required to work from home while quarantining. Employees must report the results of a COVID-19 test to his/her supervisor.
5. Employees who are notified by the District to quarantine due to a known workplace COVID-19 exposure will receive their regular pay for the period of quarantine and/or may be directed to work from home at the District's discretion. Employees who are subject to a federal, state or local isolation or quarantine order may be eligible for compensation under the Families First Coronavirus Relief Act which expires on December 31, 2020.

6. Administrators shall have access to synchronous instruction for the purpose of evaluation. The District has provided teachers with guidance regarding specific components which should be observable during synchronous instruction. Teachers will be rated based on the current RISE power components. Pre and Post observation conferences shall be conducted virtually unless the administrator and teacher mutually agree to do otherwise.
7. The Parties recognize that additional guidance regarding supervision and evaluation for pre-tenured teachers must be prioritized. Support to pre-tenured teachers may include, but is not limited to, Instructional Academic Coaches, Instructional Teacher Leaders and District support staff.
8. Teachers will continue to follow established guidelines for lesson plans, including the submission of weekly lesson plans to their designated school leader weekly.
9. 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.
10. Schoology must be used for instruction.
11. Teachers will be responsible for taking student attendance for their assigned classes in TAC. Teachers will be responsible for grading in TAC.
12. School nurses will be used to staff the isolation area in each school. To the extent a school nurse is not available to supervise the isolation area, the District may use temporary employees and/or subcontractors with appropriate medical credentials to staff the isolation area. No PFT represented employee (except school nurses and aides) will be involuntarily compelled to staff the isolation area. To the extent possible, the isolation area shall be configured to ensure protection of confidential conversations in which the School Nurse may be engaged. Issues regarding coverage for the isolation area for the School Nurse's lunch will be handled at the school-level.
13. School leaders will work with itinerant professional staff (including but not limited to Early Intervention, speech/vision therapists, related arts teachers and others) to ensure that such employees are not entering more than one school per day provided the needs of students and the delivery of services are addressed to the fullest extent possible. School leaders will work with itinerant staff to ensure that appropriate facilities, equipment and cleaning supplies are available to deliver services to students following appropriate COVID-19 mitigation protocols.
14. 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, if possible, 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. Employees who are not able to work from home and who have traveled to a designated “hot spot” shall be required to use their accrued paid time off during the quarantine period.

15. Employees are required to notify their supervisor prior to traveling to any “hot spots,” as designated by the Pennsylvania Department of Health ([www.health.pa.gov](http://www.health.pa.gov)). Employees opting to voluntarily travel to designated “hot spots” shall be required to quarantine for a period of fourteen (14) days upon their return. During this quarantine period, employees must utilize one of the following options for all days of work missed: (1) paid sick days, (if applicable and in compliance with the terms in the CBA), (2) a paid leave of absence under the Families First Coronavirus Response Act (FFCRA) (if eligible), which is effective through December 31, 2020, or (3) an unpaid leave of absence. Employees may use a combination of these leave options if they choose to do so and are eligible. Voluntary travel shall be defined as any optional, unnecessary travel to a designated “hot spot.” Employees who are required to travel to a designated “hot spot” shall be permitted to work remotely from home with no loss of pay during their fourteen (14) day period of quarantine following their return if approved by a school administrator. Travel to “hot spots” shall be considered non-voluntary for reasons such as, but not limited to, attending funerals, tending to sick/elderly family members, and complying with legal orders. Should an employee develop symptoms of COVID-19 after traveling to a “hot spot,” the employee will notify his/her supervisor and follow the treatment plan recommended by his/her health care provider. Employees who fail to advise their supervisor of travel to a designated “hot spot” may be subject to disciplinary action.
16. The movement of staff and students throughout the school facility and the use of classrooms/common areas during the phased-in hybrid instruction shall be handled at the school-level in consultation with the school’s Instructional Cabinet.
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 while the District uses the hybrid or virtual instruction.
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. This MOU supersedes and replaces the MOU that was executed on or about August 19, 2020.
21. The Parties acknowledge that this MOU is necessitated by the circumstances of the COVID-19 pandemic and that, upon the District’s determination that the resumption of full-week, in-class instruction is safe and appropriate, the District shall provide notice to

the Union of the resumption of full-week, in-class instruction and this MOU shall terminate. Upon termination of the MOU, unless by such time the Parties shall have ratified a successor Collective Bargaining Agreement, the Parties shall return to the terms and conditions of the Collective Bargaining Agreement that expired on June 30, 2020. The Parties agree that the return to the terms and conditions of June 30, 2020 CBA shall constitute the “status quo” and that neither the District nor the Federation shall be considered to have altered the “status quo” between the Parties by the full resumption of the terms and conditions of the June 30, 2020 CBA upon the termination of this MOU. The Parties agree that any terms or conditions of employment modified by a governmental order does not constitute a violation of the CBA, this MOU or rise to the level of a change to the “status quo.” In the event that such governmental order is put in place, the Parties will engage in impact bargaining to the extent necessary.

22. If during the remainder of the 2020-2021 school year, the Commonwealth of Pennsylvania, Office of the Governor, Department of Health (“DOH”), Department of Education, or the U.S. Center for Disease Control and Prevention (“CDC”) require the Pittsburgh School District to cease all in-person instruction, teachers will provide synchronous (live with camera on) educational instruction to students from an off-site location. Teachers should be mindful of their background environment to ensure that it is appropriate for students. Appropriate teacher dress should be worn.
23. Except of the closures required in Paragraph #22, the Pittsburgh School District retains the right to direct teachers to provide instruction from his/her work site.
24. Nothing in this MOU shall be interpreted as being contrary to state or federal law, now or in the future.
25. 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.
26. 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.
27. Any disputes regarding this agreement shall be enforceable through the grievance procedure of the Collective Bargaining Agreement.

28. The Parties agree that the attached “Safety” addendum accurately captures their mutual understanding of COVID-19 related safety provisions and does not modify the provisions in Paragraph #3 of this Agreement.

29. This Agreement shall expire on June 30, 2021 or as set forth in Paragraph #21.

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

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

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Superintendent

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President, Board of Directors

Date: \_\_\_\_\_

ATTEST:

PITTSBURGH FEDERATION OF  
TEACHERS, LOCAL 400

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Date: \_\_\_\_\_