

MEMORANDUM OF UNDERSTANDING

This 8th day of November 2020, the Pittsburgh Board of Public Education (“District”) and the Pittsburgh Federation of Teachers, Local 400 – Paraprofessional Bargaining Unit - (“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 model, most paraprofessionals may work remotely from an off-site location (which may be their residence) on Wednesdays unless otherwise directed by the supervisors and in accordance with legal requirements, settlements or administrative determinations. These paraprofessionals must have reliable internet access from the off-site location. Paraprofessionals have been or will be provided a District device with sufficient technological capability to provide work from an off-site location. The District will identify District work site locations for these paraprofessionals to use (limited by capacity for social distancing) if the paraprofessional has internet connectivity concerns. The Parties recognize that some paraprofessionals due to the nature of their job functions are exempt from the Wednesday off-site work directive. Specifically, these positions are Security Aide, School District Police Officer, Senior School District Police Officer, Resident Security Specialist, Senior Security Aide, Attendance Assistant and Teen Parent Advocate.

2. 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. 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 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, 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 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. 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). 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.

7. 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.
8. 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.
9. The District agrees, at its sole expense and cost, to defend, hold harmless, and indemnify classroom paraprofessionals 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 participating in 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.
10. 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.
11. The terms and conditions of employment contained in the CBA which are not altered by this MOU remain in effect.
12. 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.

13. 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, paraprofessionals will work from an off-site location except those employees designated by the District.
14. Except of the closures required in Paragraph 13, the Pittsburgh School District retains the right to direct paraprofessionals to work from his/her work site.
15. Nothing in this MOU shall be interpreted as being contrary to state or federal law, now or in the future.
16. 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.
17. Any disputes regarding this agreement shall be enforceable through the grievance procedure of the Collective Bargaining Agreement.
18. 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.
19. This Agreement expire on June 30, 2021, or as set forth in Paragraph 12.

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

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Superintendent

President, Board of Directors

Date: _____

ATTEST:

PITTSBURGH FEDERATION OF
TEACHERS, LOCAL 400

Date: _____