

*Tentative Agreement for the Return to In-Person Instruction*  
*March 15, 2021*

This agreement is between the Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and the Portland Association of Teachers (Association), together, "the parties." The existing collective bargaining agreement remains in full effect. The anticipated duration of this LOA is for the 2020-2021 school year.

The District and the Association together recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators who work with students every day, and the greater Portland community. The parties agree that the Hybrid model will begin for professional educators returning to hybrid instruction in grades PK-1 with professional educator professional development and room/building preparation on March 19, March 29, March 30, and March 31, and a first day for in-person student instruction of April 1, 2021 (One cohort will meet in-person on April 1 and the other cohort will meet in-person on April 2). On April 1st and April 2nd, students will receive some asynchronous or synchronous instruction, for example in art, PE, music and/or library.

Professional development and room/building preparation for professional educators returning to hybrid instruction in grades 2 - 5 will begin on March 29, 2021 with a first day for in-person student instruction on April 5, 2021. Students will continue to receive asynchronous or synchronous instruction during these professional development/preparation days in art, PE, music and library. Professional development and room/building preparation for professional educators returning to hybrid instruction in grades 6-12 will begin April 14, 2021 with a first day for in-person student instruction on April 19, 2021.

#### Section I

The Parties will do the following to ensure student, family, and educator safety so that community spread of the disease is suppressed, thereby allowing the return to in-person education.

Schools will open for in-person instruction under a Hybrid model when all of the conditions listed below are met:

- a. Schools will open for hybrid instruction in accordance with Executive Order 21-06 and in accordance with guidelines and mitigation strategies set forth by the CDC, ODE, and local health authorities. \_
- b. If necessary, the District will return to full CDL instruction in accordance with the guidelines set forth in RSSL until rates and conditions allow for reopening for in-person instruction.
- c. All professional educators who are medically able to be vaccinated, and willing to be vaccinated, have been offered the full course of vaccinations, and enough time has passed for the vaccination to be fully effective for the individual educator before requiring them to work onsite. The parties agree that the vaccine rollout in the tri-county area in four successive waves meets this requirement.
- d. There is a protocol for educators, without loss of pay, to self-isolate as a way to respond to local school-based outbreaks. Educators isolating in such circumstances will continue providing comprehensive distance learning unless symptoms prevent them from working.

- e. Each educational space will be evaluated and capacity posted to ensure the maintenance of at least six feet of space between persons in rooms, including space for educator and student movement. It is understood that the sizes of cohorts will depend on physical space in the classroom and may be different from classroom to classroom. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met.
- f. The District will continue to have a Safety Committee at each school. The Safety Committee must include one to two PAT members selected by the Association members in the building. By March 19, 2021, the Safety Committees at K-5/K-8 buildings shall tour the building to ensure that all of the provisions pertaining to health and safety in this agreement are in place. MS/HS Safety Committees will complete their tours prior to student occupation of the space. Building Safety Committees will follow a jointly produced safety checklist. If a safety provision is not in place, it will be corrected prior to the room being utilized for in-person instruction. If a professional educator has a safety concern after the initial tour, the professional educator will bring that concern to the administrator. After student instruction begins, if a room does not meet the agreed upon safety protocol and changes cannot be made within a reasonable amount of time, the room will not be used for in-person instruction until safety conditions are met. Educators on the safety committee will receive substitute educator assistance, or if the committee meets during educator-directed time, the educator can do an equivalent amount of educator-directed time outside of the work day at their hourly rate. Educators shall be provided room check-lists to use on a daily basis if necessary to ensure that safety guidelines in rooms are maintained.
- g. The district will ask educators their preference for Hybrid instructional model(s) and for continued CDL instruction prior to making any return to in-person instruction assignments.
- h. Professional educators who cannot receive vaccinations due to verifiable medical conditions, who live with at-risk family members who have not been vaccinated, or who cannot receive the vaccination due to bona fide religious reasons, may request reassignment to an appropriate distance learning position for the duration of the 2020-21 school year if available. The District will make every reasonable effort to effect the availability of the positions. The District will prioritize requests in the order listed above. If no suitable placement is available, the educator may apply for a FMLA/OFLA leave, if the educator does not qualify for a FMLA/OFLA leave they may request, and be granted, an unpaid leave of absence for the duration of the school year. If a medical condition results in the educator not being able to be vaccinated, then the educator may access their sick leave during the leave.
- i. Educators shall receive assistance from the District through the opportunity to apply for up to three-hundred dollars (\$300) a month per child to offset the cost of qualifying childcare.
- j. Professional educators shall have access to all leaves listed in the CBA during the time of Hybrid instruction.

- k. If a professional educator elects to not vaccinate for reasons other than those in Section I.h, the educator may request an unpaid leave of absence for the duration of the school year.
- l. No educator shall be required to offer both distance learning and in-person instruction simultaneously. Principals will consult with teachers about how students are cohorted and how classes are configured. Principals will consider educators' preferences for assignment, subject to the staffing needs of the district. In consultation with their building administration, professional educators, either individually or as groups, shall be afforded the flexibility to make decisions regarding the content, order and presentation of instruction within the established guidelines of the District instructional model.

## Section II

Once schools return to in-person education, the District will ensure that certain basic safety precautions are in place. The District shall:

- a. The District will implement and adhere to a layered mitigation strategy to reduce the risk of transmission.
- b. Develop, and communicate in pre-service professional development, clear health-check protocols for students arriving at school each day. All symptomatic students will have their temperature checked as part of the entry protocol. Students or adults exhibiting signs of illness shall be isolated until they can return home.
- c. Publish the school's "Outbreak Protocol" before students or staff are expected to report to the building for the resumption of in-person education.
- d. The District shall produce a guide based on ODE/CDC guidance for families which explains any risk to students, to families, and to the community that results from students returning to hybrid/in-person education. The document shall be in all supported languages, and translation services will produce copies for families who do not speak one of the district-supported languages. The Association shall be provided a copy of the document at least two (2) days prior to its public distribution.
- e. Notify professional educators, as well as the wider school community, of any incident of COVID-19 infection/outbreak within that building within 24 hours of a confirmed case. Notification shall be by e-mail.
- f. Notify all directly involved staff of an outbreak within their room/work space and the steps that have been taken/will be taken to sanitize the area before students and staff are allowed to report to that room.
- g. There shall be rapid COVID-19 testing in accordance with "COVID-19 Testing In Oregon's K-12 Schools" for all symptomatic staff and students as defined in that resource with their consent. Any symptomatic student who is tested (even if they test negative) must leave school immediately and not return until allowed by the RSSL guidance. Students or staff with symptoms consistent with COVID-19 should not be asked to come to school for COVID-19 testing if symptoms develop while not at school. Under no circumstances should an individual with symptoms consistent with COVID-19 be asked

to return to school specifically for testing alone. If there is positivity, all people exposed (e.g., a school cohort) will follow the quarantine recommendations of the OHA or other governing health authority. Testing of quarantined persons on day 5 through 7 following exposure may be used to facilitate early release from quarantine after day 7 when recommended by the local public health authority. The District shall request consent to test students for Covid-19 from student families prior to the first hybrid instructional day. Testing shall be available when the District is in receipt of necessary supplies to perform the testing. All necessary applications and orders for tests shall be completed no later than 3-17-21. The district shall appoint and train a testing administrator at each work site occupied by professional educators. Fully trained Covid-19 testing administrators shall be in place prior to the first hybrid instructional day for students.

- h. Provide the Association the procedure that will be used to ensure that buildings do not run out of needed cleaning supplies.
- i. The District shall provide properly working handwashing stations or adequate hand sanitizer for the classroom each week. The District shall also supply sanitizing wipes or spray for each work setting
- j. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols, and all students will be required to wear masks except for students who are allowed not to wear a mask under Early Learning Division or RSSL guidelines. Students who abstain from wearing a face covering, or students whose families determine the student will not wear a face covering during On-Site instruction for values-based reasons must be provided access to instruction through Comprehensive Distance Learning. In situations where students are allowed to not wear masks, professional educators who request shall be provided masks that meet standards equivalent to masks designated as KN95, face shields, protective garments, and gloves. Educators who work in focus classrooms will be provided with these items without having to request the items.
- k. Should a professional educator have concerns about the temperature in their workspace they may contact their administrator who will take reasonable measures to alleviate the situation, including possibly locating a temporary alternative workspace.
- l. The District shall:
  - i. Follow current guidance for ventilation and air quality set forth by the CDC and ODE.
  - ii. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter inspections.
  - iii. The District has ordered a sufficient number of HEPA Air Purifiers to supply one in all rooms/spaces where students are designated to meet with professional educators, and deploy the HEPA Air Purifiers as they are received in the following order: symptom spaces; rooms that have no ventilation (either mechanical or open air); the remaining spaces referenced above. Professional educators may work remotely if air purifiers that the district is purchasing or an alternate work space cannot be provided.

- iv. Adjust building HVAC outside air dampers such that the damper setting allows for the maximum air exchanges possible.
- v. Start HVAC systems two hours prior to buildings being occupied to bring fresh outside air into the building and operate HVAC systems continuously while the buildings are occupied and for two hours after occupation.
- vi. For professional educators whose assignment requires them to be in a facility not operated by PPS, professional educators may work remotely if air purifiers that the district is purchasing or an alternative work space cannot be provided.

### Section III

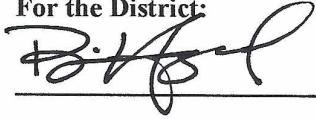
Once schools return to in-person education, the District and the Association agree to the following workload provisions:

- a. All professional educators working in a Hybrid instructional model shall have educator-directed time as set forth in the schedules attached to this Memorandum.
- b. Prior to the beginning of hybrid instruction, professional educators in grades Pk-5 shall have a minimum of five (5) planning and PD days to prepare classrooms, plan for instruction, and complete professional development on district safety protocols for in-person education. Professional Educators in grades 6-12 shall have a minimum of three (3) days of planning and PD days. On the preservice days, a total of 5.5 hours shall be reserved for District-directed activities.
- c. The District shall provide professional educators with all materials necessary to instruct students either in CDL or in in-person settings. Students who remain in CDL shall be provided the equivalent materials as students who elect in-person instruction.
- d. Educators may work remotely when they are not providing direct in-person instruction so long as they are adequately performing all expectations including attending scheduled meetings, PLCs, student/family engagement, and collaboration with co-workers. All meetings will be offered virtually, unless in-person attendance is necessary due to the nature of the meetings/trainings.
- e. In order to maximize student learning and social/emotional opportunities, the District will eliminate standardized testing that is not required by Oregon or federal requirements.
- f. The District will produce guidances for DLI, SPED, and Student Support Services instructors in collaboration with the Association based on the discussions in the SPED and DLI small group sessions. The parties agree that nothing in this guidance will supersede or otherwise contravene any other provisions of this agreement or the collective bargaining agreement between the parties.

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- g. Any exception to the terms expressed in Section 1 - 3 must be agreed to by the Association and the District.

**For the District:**



Brian Hungerford  
Bargaining Chair

3-15-21

(Date)

**For the Association:**

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John Berkey  
PAT UniServ Consultant

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(Date)