

The following was submitted by PPS to PAT in bargaining on 8.10.20

## **PPS Counter Proposal 8.10.20**

### **2020-2021 Reopening of School Under the COVID-19 Pandemic Letter of Agreement**

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 school year will begin using a Comprehensive Distance Learning model, and when conditions allow, transition to some form of in-person education.

#### **I. In-Person Education**

1. Schools will open for in-person instruction in accordance with guidelines set forth by the Governor, ODE, and local health authorities.
2. The District will provide PPE in accordance with guidelines set forth by the Governor, ODE, and local health authorities.
3. Prior to the resumption of in-person instruction, the District shall provide protocols related to safety and sanitation.

#### **II. In order to provide for educator retention and success, the workload under Comprehensive Distance Learning or Hybrid models shall include that:**

1. Professional educators have access to classrooms for conducting online instruction/student support for any educator who chooses to work on-site, in accordance with District guidelines and protocols. This shall not prevent the District from closing worksites if deemed necessary in response to health and safety or building maintenance concerns.
2. For the duration of CDL, no educator shall be required to work in classrooms/offices.
3. The District will make reasonable efforts to provide curriculum and supplemental resources for professional educators.
4. The District shall provide Professional Development through embedded noneducator-directed time for differentiated learning opportunities for staff. The topics may include but are not limited to the following:
  - a. On video/distance best practices for instruction
  - b. On how to address students in crisis-situations
  - c. On how to identify abuse circumstances in virtual setting
  - d. On how to center virtual education for all students regardless of privilege

- e. On assessment and grading/credit expectations under Comprehensive Distance Learning model
  - f. On supporting students with special education needs in a virtual setting
  - g. On how to complete Child Find evaluations remotely
  - h. On how to provide mental health support remotely
5. Student instruction shall include a combination of synchronous and asynchronous lessons as well as applied learning activities, in compliance with the building schedule and ODE guidance.
6. The District shall develop parameters that shall apply to all building schedules. Those parameters shall include the following:
  - a. Sufficient student instruction time to meet statutory requirements.
  - b. Sufficient teacher-directed instructional time in compliance with the ODE's guidance set forth in Ready Schools, Safe Learners.
  - c. Time allocated during the teacher workday for educators to communicate with students and families and provide feedback to students.
  - d. Individual planning time and 30-minute duty free lunch as set forth in the 2019-2020 Collective Bargaining Agreement (CBA)..
  - e. Seventeen hours of teacher-directed planning time during the time period beginning September 2, 2020 and ending September 11, 2020.
  - f. Seventeen hours of professional development related to the delivery of distance learning during the time period beginning September 2, 2020 and September 11, 2020.
7. Educators who are part of Dual Language instruction shall be supplied with District-provided materials in the five partner languages of instruction.
8. To address the backlog of evaluations and need for in-person complex evaluation support, an additional resource of itinerant evaluation teams will be formed. These teams will conduct complex evaluations and support school teams with completing evaluations/re-evaluations. Evaluation team guidelines are being created collaboratively between SPED administrators and bargaining unit members.
9. Professional educators who choose to complete IEP paperwork, IEP meetings or evaluation components during their planning time will be compensated according to the CBA.
10. The new itinerant evaluation teams will conduct assessments at pre-identified assessment centers when in-person testing is required to complete evaluations. The District will provide PPE in accordance with guidelines set forth by the Governor, ODE, and local health authorities for in-person testing.
11. The District and the Association agree to meet at the request of either party to address methods and strategies for providing equitable and appropriate education for English Language Learners (ELL) and Deaf and Hard of Hearing students.

**III. The District recognizes that distance learning is a new method of instruction for many of our professional educators. For that reason, professional educators are expected to make good faith efforts in the delivery and planning of distance learning. During CDL and Hybrid school models:**

1. Professional educators are not responsible for student misuse of technology of which they are not aware.
2. In all instances, professional educators' compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.
3. The District and the Association agree that the current evaluation process shall be utilized during distance learning to the extent it is applicable.
4. The District shall review current plans of assistance with the respective employee to make adjustments applicable to distance learning.
5. Professional Educators will continue to accrue all leaves per the PPS-PAT Collective Bargaining Agreement during 2020-21 school year and shall have the right to any and all leaves provided by the CBA. In addition to those leaves provided for in the CBA, the District will also provide paid sick leave and FMLA leave in accordance with the provisions of the Families First Coronavirus Response Act.
6. For the duration of this agreement, extended responsibility payments will be earned in one-third increments. If a professional educator starts an extended responsibility assignment, and the extended responsibility is cancelled or placed on hiatus, the professional educator shall be paid only for the portion of the assignment that was completed, as measured in one-third increments.