Tentative Agreements in Bargaining of 2020-2021 Reopening of School under the COVID-19 Pandemic
October 16, 2020

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.

These tentative agreements represent one section of the proposals exchanged by the parties.

In order to provide for educator retention and success, the workload under Comprehensive Distance Learning model 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 COVID-related 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. In the event that a building or classroom/workspace must close for planned maintenance the professional educator shall be given a week of advance notice of the temporary closure and be provided an alternative workspace if requested by the educator. The temporary workspace will be made available to the professional educator prior to the first day the educator must access the temporary workspace for instruction.

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 non-educator-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 follow the sample schedules and workday concepts as presented in the August 21, 2020 negotiations session. Those schedules shall apply to all building schedules for all professional educators. The schedule parameters shall include the following:
   a. Sufficient student instruction time to meet statutory requirements.
   c. Educators shall receive an average of no less than three hours and ten minutes per day, or at least 950 minutes per week, over the course of a full school week of time that shall include the following:
      i. Educator-directed planning time;
      ii. Time between the end of one class and the start of another;
      iii. Time to communicate with students and families and provide actionable feedback to students;
      iv. Time for educators to prepare and plan digital lessons and activities, assess student performance, and gather, track and enter data;

In times in the K-2 and 3-5 schedules labeled “Student Support/Office Hours,” in the 6-8 schedules labeled “SGI, OH, AL” and in the HS 4X4 and Full Year schedules labeled “SGI and OH” and “SGI and AL,” the allocation of time between the listed activities shall be determined by the professional educator based on the specific needs of students and with the expectation that all professional obligations are met. It is understood that no more than 30 minutes per week of office hours shall be required and office hours shall not be counted as planning or educator-directed time. Elementary teachers shall manage the division of synchronous and asynchronous time to ensure they receive at least 950 minutes per week, as called for in section 6(c).

The parties agree that the schedules presented in the August 21, 2020 negotiations session meet the above requirements.


e. Designated PLC time that shall adhere to guidelines spelled out in the PLC document attached to this MOA.

f. Seventeen hours of educator-directed planning time during the time period beginning September 7, 2020 and ending September 11, 2020.

g. 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. Educator-directed time shall be able to be flexibly utilized by professional educators so that individual educator family/home needs may be met.
8. Professional educators with FTE less than 1.0 but .66 or greater shall receive daily individual planning time equal to that of a 1.0 FTE educator and total time proportional to a 1.0 educator in section 6(c) above. Professional educators with an FTE less than .66 shall receive time proportional to a 1.0 educator in section 6(c) above. In addition, professional educators with FTE less than .66 shall not be required to attend PLC meetings. The parties agree that this part-time proportional agreement is applicable only to CDL and Hybrid models. Further, neither party will use any portion of the discussion or language proposed as evidence in grievances related to any educational model other than CDL or Hybrid. This agreement is not precedent setting.

9. Educators who are part of Dual Language instruction shall be supplied with District-provided materials in the five partner languages of instruction. The District shall also provide a clarification of the emphasized/required core curriculum standards that are adjusted to the reality of either CDL or Hybrid models of instruction.

10. Professional educators in the DLI program shall receive up to five hours per week of the educator’s hourly rate for translating “student-facing” core materials for any week when the materials are not provided to the educator one week prior to the date that the materials will be presented to students.

11. 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.

12. 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.

13. Professional educators who choose to complete IEP paperwork, IEP meetings or evaluation components during their planning time will be compensated according to the CBA. In addition to the time set forth in Section 6.5.4, each special education professional educator shall have access to an additional 2 hours for paperwork related to each postponed (as documented by a COVID PWN, SIT notice indicating referral for evaluation, or written communication indicating the decision to postpone the evaluation) or overdue IEP or eligibility specifically resulting from the pandemic.

14. The parties will meet approximately one month after student instruction begins to evaluate progress on the backlog of evaluations.

15. 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.

16. For the duration of this agreement, the District shall provide a 1.0 FTE Technical Assistant professional educator for School Psychologists, and a 1.0 Technical Assistant professional educator for SLPs and related professional educators.
17. Social Workers, Counselors, School Psychologists, Speech Language Pathologists, and QMHPs, will provide a combination of collaboration, consultation, and virtual services for students and families consistent with the privacy and safety guidelines of their state licensing boards and the District for service during comprehensive distance learning related to the COVID pandemic. Scheduled appointments can be conducted virtually or by phone, based on a consultation with families and the professional judgment of the professional educator.

18. In-person meetings and family visits shall comply with guidelines established in the District’s PPS In-Person Outdoor Meetings and Family Visits COVID-19 Safety Plan of September 3, 2020. In addition, PPE must be provided for all participants, including parents wishing to accompany their children.

19. During CDL and Hybrid school models, professional educators are not responsible for student misuse of technology of which they are not aware.

20. In all instances, professional educators’ compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.

21. 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.

22. Professional educators shall be allowed to remove technology or other items/supplies from their normally assigned work spaces to facilitate instruction from home. Prior to removing technology or equipment, professional educators shall provide notice to their administrator. Professional educators shall have access at the District worksite to shared technology and supplies (eg. copy machines, paper, etc...) that would normally be available for use during in-person instruction.

---Agreement continued on the next page---
Evaluations and Plans of Assistance

1. The District and the Association jointly agree to form a committee to adapt the existing evaluation rubric for use during CDL or distance learning in a Hybrid model in accordance with ODE’s Educator Evaluation Guidance for 2020-21 and Oregon law.

2. The District and the Association agree that the purpose of educator evaluations during Comprehensive Distance Learning or a Hybrid model is to describe priorities, actions, and strategies that align to proficient and distinguished practice. Further the parties agree that professional educators need support, not evaluations primarily designed to identify unsatisfactory or developing performance.

3. The committee shall be comprised of equal numbers of District representatives and Association appointed members. The committee shall reach agreement using a consensus model. The committee shall complete the modified evaluation tool by October 26, 2020. Rubric components that are ultimately not included in the modified evaluation rubric shall not be utilized in the summative evaluation of a professional educator. The District will remove any data and ratings from any element of the evaluation process that was based on Rubric components that are not included in the modified evaluation rubric. No formal observation shall be conducted prior to November 1, 2020. Deadlines set forth in the evaluation handbook for Probationary 1 and 2 teachers shall be adjusted to the Probationary 3 deadline. Nothing herein shall be construed as limiting the District’s right to non-renew probationary educators.

4. Professional educators shall submit their Student Learning Goals (SLGs) by November 1st. Professional educators are required to set two SLG goals and one professional growth goal, for the 2020-21 school year. SLG goals may focus on: 1) social and emotional learning for students, 2) student engagement, and/or 3) family engagement. Academic goals may be considered with mutual agreement of the building administrator and the professional educator.

5. In addition, the parties shall agree on training to be provided to its administrators regarding comprehensive distance learning, and the District shall provide a list of evaluators who have completed the trainings. When an administrator conducts a drop-in observation, the administrator shall either provide notice to the educator before the class begins or announce their presence to the educator when they enter the class. Any formal observation shall follow notice requirements and the prior meetings called for in the existing evaluation handbook.

6. The District and the Association, shall conduct a good faith review of those educators who were on a plan of assistance prior to the March 13, 2020 closure, or who would have been put on a plan of assistance due to receiving an unsatisfactory rating(s) on their 2019-2020 evaluation, to determine whether those plans of assistance will be administered during 2020-21 and which will be held in abeyance until in-person instruction resumes. Educators may continue to engage in professional development and other supports offered in connection with a plan of assistance.
Extended Responsibility

1. Any ER position that is not performed at any time during the year because of COVID CDL or Hybrid Model (e.g. Safety) will not be paid even if a professional educator was approved for that position prior to the start of the year. If the educational model shifts and the position is started, the professional educators with those ER positions shall be paid according to their prorated weekly rate.

2. Any ER position performed throughout the year, even at a rate reduced from original expectation (e.g. Testing) shall be paid the full amount of the positions ER rate.

3. Any ER position that is an extension of the classroom or job assignment (indicated by an “x” in the ER Schedule), shall continue to receive their full pay. The exception is that if a position’s expectation has a reduced number of major performances or tournaments, the ER rate may be reduced to the level that matches the adjusted expectations. This only applies to positions which have clearly delineated performance expectations stated in the Schedule.

4. Athletic ER:
   a. Any athletic program that voluntarily meets in October or the beginning of November for voluntary workout sessions shall receive one-third of their ER pay in the November pay period.
   b. For coaches who elect to voluntarily meet with their program for the October/November workouts, their remaining season’s pay shall be in two payments of one-third each.
      i. If the season is canceled prior to the start of official practice/tryouts, then the coach will not be compensated.
      ii. If the season begins, but is canceled before the season is scheduled to conclude the coach shall be paid based on when the season is stopped.
         1. One third of the season rate for any portion of the season in the first 50% of the season schedule.
         2. The additional third for any portion of the season in the second 50% of the season schedule.
   c. Any coach who does not volunteer to meet with the program for voluntary workouts shall receive one half of their ER pay for any portion of the season in the first 50% of the season schedule, and the second 50% for any portion of the second 50% of the season schedule. If the season is cancelled prior to the start of team practice/tryouts, the coach shall not receive compensation.

For the District:  

Brian Hungerford  
Bargaining Chair  
10/10/20
(Date)

For the Association  

John Berkey  
PAT UniServ Consultant  
11/16/20
(Date)
District PLC Guidelines - Tentative Agreement
October 16, 2020

Professional Learning Communities
A PLC is an ongoing process in which educators work collaboratively in recursive cycles of collective inquiry and action research in order to achieve better results for the students they serve (DuFour, 2016). The parties agree that the unique circumstances brought about by the distance learning environment necessitate a modification to the expectations surrounding PLCs. Accordingly, the parties agree to the following guidelines for PLCs for the 2020-21 school year:

One half of all PLC meeting agendas shall be determined by the administrator, in collaboration with the Instructional Leadership Team. The second half of PLC meeting agendas shall be determined collaboratively by mutual agreement of the administrator and the team of grade-level or department professional educators. PLC meeting time may only include one or more of the following:

- Clearly defining priority student learning outcomes
- Providing effective Tier I core instruction
- Assessing student learning and the effectiveness of instruction
- Identifying students in need of additional time and support
- Taking primary responsibility for classroom-based Tier II supplemental academic interventions for students who have failed to master the identified priority standards
- Planning and revising Tier I effective classroom management practices
- The creation of shared curriculum materials
- The creation of shared rubrics
- The creation of shared learning activities, simulations, exercises etc...
- Educator to educator lessons/coaching on tech applications or virtual pedagogy
- Educator to educator discussions of specific students’ needs for support
- Educator to educator coordination regarding SpEd, ESL, DLI, or other special programs
- Other educator-determined tasks that are determined to be needed for service delivery to students

For the District:

[Signature]
Brian Hungerford
Bargaining Chair
10/16/20
(Date)

For the Association:

[Signature]
John Berkey
PAT UniServ Consultant
10/16/20
(Date)