

# PAT - PPS Tentative Agreement for Safety Letter of Agreement

## 2021-2022 School Year

Tentative Agreement Language	Explanation
<p><b>Preamble</b>  Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”) recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators and staff who work in service of our students.</p> <p>The District and the Association share in the strong belief of being guided by public health and science to establish effective health and safety measures to keep students and staff as healthy and safe as possible against COVID-19.</p> <p>The District and the Association agree to the following measures against COVID-19 to maximize safety conditions in our schools.</p> <p>This agreement is between Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”), together, “the parties.” Unless expressly altered by this Letter of Agreement (LOA), the existing collective bargaining agreement (CBA) remains in full effect.</p> <p>The duration of this (LOA) is for the remainder of the 2021-2022 school year. The parties agree that this LOA is intended to address COVID related safety and working condition issues. This language does not limit the Association from demanding to bargain over newly developed COVID conditions that impact safety or working conditions. An agreement regarding working conditions will be addressed by both parties once safety terms contained in this LOA have been ratified by the parties.</p>	<p>The purpose of this agreement is to keep students and staff as safe and healthy as possible against Covid-19.</p> <p>The existing CBA remains in full effect, unless specifically altered by this agreement.</p> <p>This agreement is for the 2021-2022 school year.</p>
<p>1. School administrators are required to exclude staff and students from school whom they have reason to suspect have been exposed to COVID-19. The District will adhere to the standard operating procedures outlined by Multnomah County and MESD public health officials to determine appropriate isolation and quarantine procedures.</p>	<p>Staff and students exposed to Covid-19 must be excluded.</p> <p>The District will adhere to guidance from the MESD and Multnomah County public health officials.</p>
<p>2. School administrators will plan for and maintain health care and space that is appropriately supervised and adequately equipped for providing first aid and isolating the sick or injured student.</p>	<p>Schools must have an adequately supervised and equipped symptom space.</p>
<p>3. PPS shall comply with the statewide and Multnomah County</p>	<p><b>NEW</b></p>

<p>mask-mandate, and provide KN-95 masks to any educator who requests them, subject to availability.</p>	<p>KN-95 must be provided to any educator who requests them.  “Subject to availability” is in case there is a supply shortage.</p>
<p>4. There is a protocol for educators, without loss of pay, to self-isolate as a way to respond to local school-based outbreaks, or their own COVID symptoms.</p>	<p>When educators need to self-isolate, they will not lose pay.  If the educator is not sick, they may be asked to work remotely during the period of isolation.</p>
<p>5. 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. Safety Committees will complete their tours prior to student occupation of the space on September 7<sup>th</sup>. 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 workday at their hourly rate. Educators shall be provided room checklists to use on a daily basis if necessary to ensure that safety guidelines in rooms are maintained</p>	<p>Building safety committees will be in place to monitor compliance with the safety provisions of this agreement.</p> <p>This language also requires that any safety issues that arise after students return will be expeditiously addressed.</p> <p>Rooms that do not meet safety protocols will not be used for in-person instruction.</p> <p>Individual educators and the safety committee will have safety checklists to assist them in their tasks.</p>
<p>6. Professional educators who cannot receive vaccinations due to verifiable medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, who live with immunocompromised children under age 12, verified by a licensed physician, or who cannot receive the vaccination due to bona fide religious reasons, will notify PPS HR of their need for reassignment to an appropriate distance learning position for the duration of the 2021-2022 school year, if available. The District will make every reasonable and good-faith effort to effect the availability of the positions, and educators with medically related needs will receive priority for the placements. 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. Educators on a leave of absence under this provision shall return to work with the rights listed under 17.5.1 of the existing CBA.</p>	<p>The provisions here allow educators with a qualifying reason to be accommodated with a reassignment to a remote position whenever possible, or be allowed to take a leave of absence.</p>
<p>7. In addition to positions created by OLA roles, the District will make available at <u>least</u> five (5) additional remote work positions dedicated to supporting students who are in quarantine due to</p>	<p><b>NEW</b></p> <p>Our demand to re-open enrollment in OLA</p>

<p>COVID. Each of these positions will be reserved for professional educators who cannot receive vaccinations due to medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, or who live with immunocompromised children under age 12 verified by a licensed physician. The District will make assignments to OLA positions first, and then make assignments to available COVID student support roles. The district and the Association will convene as needed to identify and develop possible additional remote positions. They shall return to paid status upon reporting at the beginning of a semester, or when new distance learning positions (if available) are assigned to them, for work under the terms of Article 17.5.1 of the existing CBA.</p>	<p>(number 9 in this agreement) is resulting in 20 or more remote positions.</p> <p>In addition, the district has agreed to create at least 5 new remote positions to support students who must quarantine.</p> <p>These positions will be reserved for members with qualifying reasons.</p>
<p>8. No educator shall be required to offer both distance learning and in-person instruction simultaneously.</p>	<p>You can not be required to “simulcast,” or support students remotely and in-person at the same time.</p>
<p>9. The District shall open the Online Learning Academy to any student whose parents wish to opt for an alternative to in-person learning through August 27, 2021.</p>	<p><b>NEW</b> PPS re-opened enrollment last week, and based on student interest, created at least 20 positions for remote educators.</p>
<p>10. In addition, PPS will repost positions for the Online Learning Academy such that:</p>	<p><b>10 a. b. and c. are NEW</b></p>
<p>a. All remaining/new virtual or remote/online only assignments shall be filled by appropriately licensed bargaining unit employees in need of telework accommodations pursuant to 6 of this agreement.</p>	<p>OLA positions will be filled by educators with a qualifying reason to need a remote</p>
<p>b. Bargaining unit members assigned to any virtual or remote/online only assignments because of COVID [medical conditions listed under] number 6 above shall maintain job protection in their positions at their original school or program as called for in Article 17.5.1 of the existing CBA unless the professional educator waives that right. If the educator does not wish to return to their original school or program, they will be unassigned for the following school year. If an educator was reassigned to OLA according to number 6 above and there is a drop in enrollment enough to reduce OLA staff, the staff that were reassigned will return to their previously held position at a semester break, or take a leave of absence (whatever leave is applicable).</p>	<p>Members assigned to OLA for a reason in (6) shall maintain job protection for their original position at their school.</p>
<p>c. In order to stabilize class assignments for the start of the school year while also allowing for prioritizing remote assignments to PAT members with medical needs, positions at schools and programs that are vacated by PAT members due to their reassignment to OLA/distance learning assignments based on paragraph 6 above will be temporary and might not be filled by</p>	<p>The purpose of this language is to ensure that openings created by members moving into OLA does not create a domino-effect of assignment/unassignment, assignment/unassignment, etc.</p>

<p>regularly-employed PAT members who are already assigned to a position for the 2021-22 school year. It is understood that the District is not required to transfer individuals from current positions to newly open positions because of vacancies created by new OLA/distance assignments.</p>	
<p>11. The District will ensure that certain basic safety precautions are in place. The District shall:</p>	
<p>a. Implement and adhere to a layered mitigation strategy to reduce the risk of transmission.</p>	<p>“Layered” indicates that there are multiple ways to address transmission - - masks, soap and water, ventilation, air purifiers, etc. . .</p>
<p>b. Develop, and communicate in pre-service professional development, clear health-check protocols for students arriving at school each day. Students or adults exhibiting signs of illness shall be isolated until they can return home.</p>	<p>Every educator will be given PD on the daily student check-in procedures.</p> <p>Students who show symptoms must be isolated.</p>
<p>c. Publish the District’s "COVID Case Protocol" before students or staff are expected to report to the building for the resumption of in-person education.</p>	
<p>d. Produce a guide published online based on ODE/CDC guidance for families which explains any risk to students, to families, and to the community that results from the return to in-person education. The document shall explain the layered health and safety protocols the District shall use to create a safe school environment. The document shall be in all six PPS-supported languages, and translation services will produce support, in the form of verbal translations for families who do not speak one of the district-supported languages.</p>	<p>To ensure that parents understand that there might be risks associated with a return to in-person instruction, there will be documents that clearly explain this.</p>
<p>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 email.</p>	<p>Notification allows educators and families to take action necessary to ensure health.</p>
<p>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.</p>	<p>Notification allows the educators to take necessary precautions to ensure health.</p>
<p>g. Provide COVID-19 asymptomatic testing for screening and for-all symptomatic staff and students. Any</p>	<p>NEW</p>

<p>symptomatic student who is tested (even if they test negative) must remain in a symptom space until they leave school immediately and not return until allowed by the RSSL guidance. 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. The District shall request consent to test students for Covid-19 from student families immediately upon receipt of the forms from OHA. Testing approval forms shall be included in the registration materials given to each family, and follow-up contact with families shall continue until all families have submitted the form. Testing shall be available when the District is in receipt of necessary supplies to perform the testing. Any family who requests support administering the tests shall be assisted by school administration or school health assistants.</p>	<p>PPS will participate in the Covid-19 testing programs provided by OHA.</p> <p>Every school must have both “symptomatic” testing available, and a program for “asymptomatic” screening testing.</p> <p>Testing content forms will be included in registration materials, and PPS must follow-up with families until all forms are submitted.</p> <p>Families who need support administering the tests shall be assisted by the SHA or building administrators.</p>
<p>h. Provide the Association the procedure that will be used to ensure that buildings do not run out of needed cleaning supplies.</p>	<p>PAT will be able to review the process so that we can assist members.</p>
<p>i. 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.</p>	<p>The District has committed to ensuring that all consumables related to health and safety will be in abundant supply.</p>
<p>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. In accordance with RSSL, the District shall not serve a student in-person if they or their family choose not to wear a face covering. The District may offer a remote or online option for such students. 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.</p>	<p>Classrooms should have enough space to accommodate the number of students assigned to the space with social distancing. In the event this is not the case, the additional safety provisions in 13 must be applied.</p> <p>Some students may have medically-based reasons for not wearing masks. In those circumstances, educators will receive extra PPE if the educator requests it.</p> <p>If an educator is assigned to a focus classroom, the PPS will be there automatically - no request necessary</p>

<p>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.</p>	<p>Educators can request an alternative space to meet with students if the room becomes too hot - -</p> <p>Addresses the additional discomfort of masks in high temperatures.</p>
<p>l. The District shall:</p> <p>i. Follow current guidance for ventilation and air quality set forth by the CDC and ODE.</p> <p>ii. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter Inspections.</p> <p>iii. Order a sufficient number of HEPA Air Purifiers to supply one in all rooms/spaces where students are designated to meet with professional educators.</p> <p>iv. Adjust building HVAC outside air dampers such that the damper setting allows for the maximum air exchanges possible.</p> <p>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.</p> <p>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 workspace cannot be provided.</p> <p>vii. Ensure that buildings will increase the amount of fresh outside air that is introduced into the system, and create a plan for air exchange for times when conditions do not allow it.</p> <p>viii. Ensure that buildings use exhaust systems to remove air from indoors to the outdoors.</p>	<p><b>Air Purifiers and Ventilation:</b></p> <p>PPS must meet standards for air quality - - the district can't simply make their own standards.</p> <p>PPS must track age and cleanliness of filters.</p> <p>There must be a HEPA air purifier in every space where educators meet with students.</p> <p>Increase outside-air intake</p> <p>Increase air-exchange in preparation for staff/student arrival.</p> <p>For member protection, ventilation/air purifier terms cover non-PPS buildings.</p>
<p><b>Physical Distancing:</b></p>	<p><b>This section is all NEW</b></p>
<p>12. Support physical distancing in all daily activities and instruction, maintaining at least 3 feet between students in every learning space.</p>	<p>Physical distancing should be maintained throughout the day</p>
<p>13. Each educational space will be evaluated to ensure the maintenance of at least three [(3)] feet of space between students in rooms, including space for educator and student movement, in accordance with RSSL, which states: "Support physical distancing</p>	<p>According the ODE's RSSL, schools should ensure 3 feet per student "to the extent possible."</p> <p>When there is not enough space for students to be 3 feet apart, the district will first try to solve the</p>

<p>in all daily activities and instruction, maintaining at least 3 feet between students to the extent possible.” For those remaining spaces that do not allow for a full 3 feet, the District will apply the following measures as applicable: Remove ancillary furniture, rearrange desks, change desk types, move or switch larger class sizes with smaller class sizes, and/or repurpose traditional non-classroom spaces to use as classrooms. 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.</p>	<p>problem by removing or rearranging furniture, or switching to a larger space.</p> <p>(If there is <i>still</i> not 3 feet between students, see below)</p>
<p>If those measures still do not create three feet of social distancing, the District will inform the families whose student will be impacted, and take specific operational practices including, but are not limited to:</p>	<p>Specific Mitigations when 3 feet per student is not possible.</p> <p>The District must inform families of students in these classrooms.</p>
<p>A. The District will measure the per hour air exchange rate of the educational space and will identify measures available to increase air exchange in those spaces. The District will meet with PAT and the members who work in affected rooms to discuss the test results and will make a good faith effort to make improvements.</p> <p>B. The District will double the number of HEPA air purifiers required by square footage for the space.</p> <p>C. The District will verify all facility support ventilation equipment is operating in an optimal manner. The District will create a record of tests performed in building workspaces during a time of all scheduled students are present. HVAC records will be provided by the District upon request.</p> <p>D. The District will provide for two-hour pre and post-occupancy building fresh air ventilation purges.</p> <p>E. The District will not assign students who are not required to wear masks under RSSL guidelines to rooms where three feet of social distancing is not possible.</p> <p>F. The District will not assign educators who have any medical issue, listed in number 6 above, to rooms where three feet of social distancing are not possible.</p>	<p>The district will measure the air-exchange rate in these classrooms, meet with the members who work in the space to share results, and make improvements whenever possible.</p> <p>If students do have 3 feet, the district will add additional air purifiers to double the number required by square footage</p> <p>Optimize and share records of ventilation equipment and tests.</p> <p>Purge aire before and after occupancy</p> <p>Students who are not required to wear masks cannot be assigned to rooms where students cannot maintain 3 feet.</p> <p>Educators with qualifying medical conditions cannot be assigned to rooms where students cannot maintain 3 feet.</p>
<p>14. The District will offer two (2) informational sessions, for employees who wish to attend, on District HVAC protocols for school employees to attend. The district will create a process to collect and answer educator questions regarding the HVAC protocols.</p>	<p>This is to create transparency about the actual ventilation protocols and practices in schools.</p>
<p>15. Students and staff are required to wear face coverings unless</p>	

<p>they have a documented exception to the rule.</p>	
<p>16. The District will work with building staff to develop ways to minimize time standing in lines and take steps to ensure that required distance between students is maintained, including marking spacing on floor, one-way traffic flow in constrained spaces, etc</p>	<p>Stressed principals and VPs/APs don't have this all on their back. Members can work with admin to get a working system in the building.</p>
<p>17. In all PK-5, and in self-contained grade 6 classrooms, the District will develop stable school-cohorts to manage risks in the potential spread of COVID-19. The District will use the following strategies to create cohorts:</p> <ul style="list-style-type: none"> <li>a. use cohorts to limit the number of exposed people when a COVID-19 case is identified in the school,</li> <li>b. use cohorts to quickly identify exposed individuals when a COVID-19 case is identified,</li> <li>c. use cohorts to minimize the number of people who may need to be quarantined as well as school-wide disruptions in student learning.</li> </ul>	<p><b>NEW</b></p> <p>“Cohorts” means a group of students who share space.</p> <p>Developing stable cohorts means that students will not intermingle with students in other classes.</p> <p>This is one of the safety measures recommended in the RSSL.</p>
<p>18. Any “advisory” RSSL safety provisions not addressed by this LOA or the CBA shall be treated as mandatory by the parties.</p>	<p>PPS agrees to implement every safety precaution “advised” in the RSSL.</p>