

PAT Counter Proposal

August 17, 2020

The following set of proposals are offered in response to the representatives of Portland Public Schools who have stated that they do not wish to bargain with the PAT regarding issues that are important to the community and families. PAT offers this as a set of proposals, but encourages the PPS to consider the first set of proposals, made by the PAT on August 3, 2020, which do in fact fall within the scope of mandatory subjects of bargaining because of their pertinence to workload for unit members.

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

This agreement is between the Portland Public Schools (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, transitions to some form of in-person education.

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

1. Schools will open for in-person instruction when all of the conditions listed below are met:
 - a. Test positivity rate stays below 3% in Multnomah, Washington and Clackamas counties for a period of three weeks.
 - b. Multnomah and the surrounding counties engage in sufficient COVID-19 testing for virus suppression as defined by the Harvard Global Health Institute Model.
 - c. Medical institutions show they can manage a surge in outbreaks.
 - d. Multnomah and surrounding counties have access to at least 15 contact tracers per 100,000 people, and are prepared to trace 95% of all new cases within 24 hours
 - e. Local hospitals are able to report the supply of PPE that is sufficient to meet current needs.
 - f. There is a protocol for students and educators, without loss of pay, to self-isolate as a way to respond to local outbreaks
 - g. Each educational space is mapped and marked for safe distancing in rooms, including space for educator and student movement. (marks on the floor; to be done by facilities and checked by educators)
 - h. Students can attend school in stable cohorts of approximately ten students per cohort so that rotating schedules can be developed

- i. Educators who are high-risk for COVID-19 infection or who live with people at high-risk are permitted to continue to work remotely
- j. Educators who care for children or family members are offered assignments that allow them to continue to care for their family and provide service to students and families
- k. The District provides properly working handwashing stations or a minimum of two (2) 32-ounce bottles of hand sanitizer provided per classroom per week.
- l. Each bathroom has working touchless faucets and sinks with adequate supply of soap and paper towels, and toilets are equipped with toilet seats with lids that close.
- m. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols
- n. Rooms used for in-person education are equipped with air filtration systems designed to trap contaminants such as the COVID-19 virus, as defined by the American Society for Health Care Engineering MERV measurement scale
- o. The District shall provide both N95 masks and face shields to educators. Masks shall be provided daily. Gowns shall be provided daily for educators who are required to be in close contact with students.
- p. The District shall supply sanitizing wipes for each work setting

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

- a. Jointly develop clear health-check protocols for students arriving at school each day. All 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.
- b. Publish the school's "Outbreak Response Protocol" before students or staff are expected to report to the building for the resumption of in-person education. The Outbreak Response Protocol shall be jointly approved by the Association and the District.
- c. Notify professional educators, as well as the wider school community, of any incident of COVID19 infection/outbreak within that building within 24 hours of a confirmed case. Notification shall be by email.
- d. 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.
- e. Provide that each room will have a signed check-sheet of sanitization requirements performed between each group of students. The check sheet shall list the date and time the room was sanitized, who sanitized the room, what was done, and how much time was spent in the room sanitizing.
- f. Make-whole educators who are in quarantine due to exposure to the virus at work by creating a remote assignment. No educator exposed to COVID-19 at work will lose wages, benefits, or be required to use accrued leave time.
- g. Staff a full-time on-site school nurse at any site in accordance with ORS 336.201(2).

III. In order to properly serve the Portland community and meet educator needs, Professional Educators and The District agree that:

1. The District shall ensure that educators will work with school-ready students by securing partners and resources to respond to the basic needs of students and families (e.g., food, shelter, clothing, mental/social/emotional health supports). Professional educators shall not be requested or required to assist families without those efforts being voluntary and paid at the educator's prorated per diem rate.
2. Professional educators who need to provide tools or materials for instruction not offered by the District shall be reimbursed for those materials and compensated for those efforts at educator's prorated per diem rate of pay. Any educator who assists families to obtain technology or materials necessary for Distance or Hybrid instruction models shall be compensated for their efforts at educator's prorated per diem rate of pay. Alternatively, if the District provides students and families access to online learning (e.g., digital devices per/student rather than per/family, internet access, technology support) educators shall not be eligible for the additional payments.
3. Educators who need to train community members how to use technology for Distance or Hybrid instruction models shall be compensated for the time spent training at the educator's prorated per diem rate. Alternatively, the District may provide ongoing community training for parents on using all necessary learning and accountability platforms, tutoring methodology, and content to help them better assist their students in the educational processes. If the District provides ongoing community training, educators shall not be eligible for additional payments for assisting families with technology.
4. Professional Educators who train or otherwise support families on how to access Online or Hybrid learning models in the families' home languages shall be compensated at the educator's prorated per diem rate of pay. Alternatively, the District may provide support for families, including in technology support, in the families' home languages. Supports are understood to include interpretation services provided by video, if requested by a family or educator. If the district provides the necessary support, the educator shall not be eligible to receive the additional payments.
5. The District shall provide dedicated staff teams of Professional Educators to consistently support at-risk students, students who had limited or no access to instruction during the spring 2020 school closure, and students who have been out of contact with their teacher(s). Educators who are members of the dedicated teams shall be placed on the ER schedule at the Teacher on Special Assignment, Special Ed TOSA rate.
6. Professional Educators shall be compensated at the educator's prorated per diem rate of pay for work spent making paper materials available to students and families in the language of instruction, or for securing books, art supplies, pencils, manipulatives to support all students, including students receiving Special Education services. If the District makes available paper materials (in language of instruction) as well as books, art supplies, pencils, manipulatives to support all students, including students receiving Special Education services at school-based food-distribution sites and/or deliver directly to students' homes when transportation to sites is an obstacle, professional educators shall not be eligible for the additional compensation.
7. Professional educators shall be required to provide for the safety of the students assigned to them. To assist the professional educator with that, the District shall mitigate risks for immigrant students and families who may be undocumented. For example, in contact-tracing, use secure student school IDs in lieu of student names.

8. Professional Educators shall be required to distribute to students and families a District published specific communication plan(s) to avoid marginalization of families where English is not a first language, and opportunities for parent feedback in all school community languages
9. The District shall provide ER Pay or dedicated time during the workday for educators to implement programs and affinity groups that build on student strengths (e.g., Title VI Indian Education Programs, and clubs such as MEChA, Black Student Unions, and LGBTQ2SIA+ focused groups).
10. The District shall provide Professional Development through embedded noneducator-directed time for differentiated learning opportunities for staff. The topics shall include but are not limited to the following:
 - a. Building relationships, social emotional wellness, and navigating differences across culture, power, and privilege.
 - b. Create healing and relationship-building norms, such as community and restorative circles (virtual or physically distanced), mindfulness, and social emotional learning activities.
 - c. How to respond to trauma and collective grieving as it arises.
 - d. Culturally responsive-sustaining instruction, anti-bias and anti-racist teaching, and trauma-informed, healing processes.
 - e. Developing students' abilities to connect across cultures by affirming racial and cultural identities and creating opportunities for students to learn from each other and with each other.
11. The District shall coordinate a community effort with the purpose of creating childcare cooperatives for professional educators and their children. Those cooperatives shall be made available to PPS families.
12. The District shall provide educators with the ability to utilize fully trained substitute teachers for daily academic support.
13. The District shall advertise to each professional educator how to access hotlines and mental health referral sources to address the growing need. Professional Educators shall be required to provide that information to students and PPS families.

IV. 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 full daily access to classrooms for conducting online instruction/student support for any educator who chooses to work on-site rather.
2. No educator shall be REQUIRED to work in classrooms/offices.
3. The District must provide ample curriculum and supplemental resources for professional educators.
4. For the duration of CDL or Hybrid models, professional educators shall receive a one hundred dollar (\$100) a month stipend for high-speed internet service and the purchase of items needed to facilitate at home distance instruction.
5. The District shall provide Professional Development through embedded noneducator-directed time for differentiated learning opportunities for staff. The topics shall 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
6. Access to trained substitute educators shall be provided for excess caseload circumstances or for educators who need to access leave.
7. Student instruction shall include a combination of synchronous or asynchronous lessons as well as applied learning activities.
8. Professional educators shall have a minimum of 3.5 hours per day of educator-directed time to perform the tasks necessary to make Comprehensive Distance Learning (CDL) possible for students in the 2020-21 school year. That educator-directed time would be flexibly used by professional educators for
 - a. The creation of digital lessons and activities (90 min*)
 - b. The assessment of student performance (30 min)
 - c. Providing actionable feedback to students (40 min)
 - d. Gathering, entering, and tracking data; reading and responding to internal emails (20 min)
 - e. Communication/outreach to students and families (30min)

* The above list is not meant to be comprehensive but is representative of the regular duties that professional educators must complete on a daily or weekly basis as a part of their teaching load / case load. This time does not include instruction time, office hours or administrator/District directed activities such as PLC meetings and professional

development. This is primarily meant to address the workday issues for our general education teachers.

Educators must have a 30 minute duty free lunch per the CBA

9. Educators who are part of Dual Language instruction shall be provided:
 - a. Materials in the five partner languages of instruction.
 - b. Their hourly rate for translating materials when the materials are not provided to the educator.
 - c. A clarification of the emphasized/required core curriculum standards that are adjusted to the reality of either CDL or Hybrid models of instruction.
 - d. Professional development in the language of instruction that educators must present to students.
10. Special Education educators may opt to have a modified start to the school year (e.g. they may start up to 5 days earlier than the first day of the 2020-21 year) so that they can complete the backlogged paperwork and evaluations including SIT, testing coordination, mentoring, committees.
11. To address the backlog of open and unfinished paperwork, meetings, and evaluations related to federal IEP compliance, Special educators shall be granted substitute coverage as needed. If the professional educator opts instead to voluntarily complete this work outside of the workday, they shall be compensated at their per diem hourly rate for paperwork, meetings, and evaluation components which take place beyond the contract day, pursuant to Article 8.9.1. A professional educator who chooses to complete paperwork, meetings, or evaluation components during his/her planning time, can do the equivalent amount of planning time outside of the work day and be compensated at their hourly rate. Compensation for backlogged work will be in addition to compensation outlined in Article 6.5.4 of the CBA (Special Education Case Management Time).
12. In-person assessments shall occur only by mutual agreement between the relevant parents, administrators, and unit members.
 - a. PPE must be provided for all participants, including parents wishing to accompany their children.
 - b. The District shall establish and provide sufficient safety protocols in writing.
 - c. The District shall make every effort to provide the schools with multiple assessment kits and teachers with their own student protocols.
13. Special Education teachers and related service providers may utilize the first two weeks of school to coordinate with their general education peers on co-teaching models, push-in, small group instruction, lesson planning, and review of goals and objectives with guardians and/or students, participate in job-specific professional development, and reach out to students and families.
14. Adapted Physical Education (APE) itinerants may deliver services to students solely on their caseload versus the entire classroom.
15. Professional educators may voluntarily request flexible work hours to accommodate working with parents and other district staff.

16. 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. Scheduled appointments can be conducted virtually or by phone, based on the professional judgement of the professional educator.
17. The District will provide professional development specifically relevant to non-classroom educators (e.g. QMHPs, School Psychologists, and SLPs) that includes new content focused on remote learning collaboration possibilities, social and emotional supports for students, parents and educators, evidence based tele-therapy techniques, and how to provide effective parent training and coaching online.
18. In order to avoid excessive screen time for IEPs, 504s, coaching, conferencing and other related meetings/services, non-classroom educators (e.g. School Psychs, Social Workers, and SLPs) may utilize alternative methods of connection such as phone calls and pre-recorded videos.
19. The District shall provide “floater” support in excess of the traditional school setting for School Psychologists, SLPs, and related professional educators.
20. 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.

V. During CDL and Hybrid school models:

1. 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.
2. Professional educators are not responsible for student misuse of technology of which they are not aware.
3. In all instances, professional educators’ compliance with District policies and mandatory reporting requirements pursuant to state law remain in full effect.
4. **Before any observations occur in the 2020-2021 school year, the District and the Association shall jointly agree on evaluation training to be provided to its administrators regarding comprehensive distance learning, and a list of evaluators who have completed the trainings and can demonstrate in inter-rater reliability. Administrators shall give at least twenty-four (24) hour notice prior to any observation. The parties shall convene to collaborate over potential changes to the evaluation procedures due to the different learning models being implemented for 2020-21.**
5. 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, will be held in abeyance until regular in-person instruction resumes, unless the parties mutually agree to hold the two required meetings to implement a plan virtually during Comprehensive Distance Learning. If the parties agree to hold the two implementation meetings virtually, those educators will not be assessed for progress under the plan of assistance until regular in-person instruction resumes. Educators may continue to engage in professional development and other supports offered in connection with a plan of assistance during the closure.
6. 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.

VI. Special Educator Workday

Based on the responses of a super-majority of the Special Education PAT membership and informed by the experience of Distance Learning from March through June of 2020, **Special Education professional educators shall have a minimum of 4.5 hours per day of educator-directed time** to perform the tasks necessary to make Comprehensive Distance Learning (CDL) possible for students in the 2020-21 school year.

1. That educator directed time would be flexibly used by professional educators for:
 - a. Individual planning (60 min)
 - b. Communication / outreach to students and families (60 min)
 - c. Monitoring online apps, adjusting instruction, providing feedback to students (45 min)
 - d. Progress monitoring and data collection (30 min)
 - e. Communication with general education; reading and responding to internal emails (30 min)
 - f. Paperwork (45 min)

*The above list is not meant to be comprehensive but is representative of the regular duties that special educators must complete on a daily or weekly basis as essential components of a part of their teaching load / case load. This time does not include instruction time, office hours or administrator/District directed activities such as PLC meetings and professional development. .

Educators must have a 30 minute duty free lunch per the CBA.

Student contact time could be up to 2 hours and 45 minutes of a regular teaching day. This amount of time could increase with the use of substitute teachers or paraeducators to support delivery of instruction. Additional thought needs to be given to those professional educators with high caseloads who are not presently being adequately staffed (e.g., SLPs, and School Psychologists).