

LETTER OF AGREEMENT
between
Portland Public Schools
and
District Council of Unions

The following represents the terms of a Letter of Agreement (LOA) between Portland Public Schools (“District”) and the District Council of Unions (“Unions”) (hereinafter “the Parties”) regarding quarantine leave.

Background

1. The Parties have an interest in implementing all preventative measures to reduce both the possible and the actual spread of COVID-19 to District employees and students.
2. Both Parties acknowledge that as a result of COVID-19 illness or exposure, employees may be required to quarantine or isolate by the appropriate public health official to prevent the spread of COVID-19.
3. Due to the nature of COVID-19 as a highly contagious communicable disease, additional precautions are required to ensure the health and safety of everyone at the District, including expanding the provisions of quarantine leave to include absence from work due to isolation.

Currently, Article 16.B.2 reads:

Absence Due to Quarantine: An employee’s absence from work because of quarantine by the appropriate public health official shall not be charged against the employee’s sick leave and the employee shall suffer no loss in pay during such a period as a result of the quarantine; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

The parties agree to the following:

1. For the duration of this LOA, an employee’s absence from work because of quarantine or isolation due to COVID-19 shall not be charged against the employee’s sick leave and the employee shall suffer no loss in pay during such a period as a result of the quarantine or isolation period.
2. Reasons for quarantine or isolation leave under this LOA are:
 - a. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - b. The employee has been advised by a public health official to self-quarantine or isolate due to concerns related to COVID-19;
 - c. The employee is experiencing symptoms of COVID-19 and has been advised by a licensed health care provider to get tested for COVID-19 and refrain from working; or

- d. The employee is diagnosed with COVID-19.
3. Quarantine leave taken under Section 2.d is only available for the duration of the employee's quarantine or isolation period as determined by a public health official. If the employee needs additional time away from work to recover from COVID-19 or related medical issues, the employee may access other paid leave accruals and/or eligible leave under OFLA/FMLA.
 4. The provisions of this LOA shall be in effect from January 1, 2021 until December 31, 2021; the Parties may terminate or extend this LOA by mutual agreement as circumstances warrant.