

AGREEMENT

School District No. 1 Multnomah County Oregon and
Portland Association of Teachers – Substitute

Educators~~Teachers~~

2016-2021 – 2019-2024
~~Contract Extended 2019 – 2020~~

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ARTICLE 1 – RECOGNITION

- A. The Board of Directors of Portland Public Schools recognizes the Portland Association of Teachers as the exclusive bargaining agent for all substitute ~~teacher~~ educators employed by Portland Public Schools.
- B. In this contract the term "District" shall refer to the Board or any of its agents, supervisors or administrators. The term "Association" shall refer to the Portland Association of Teachers and the term "substitute" shall refer to all substitute ~~teachers~~educators.
- C. Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.
- D. For purposes of calculating timelines, unless specifically defined as calendar days, all days in this agreement means student days excluding holidays, weekends, and other non-student days including winter, spring, and summer breaks.

ARTICLE 2 – ASSOCIATION RIGHTS

As it pertains to working conditions, the rights set forth below shall be exclusive to the Association.

- A. The Association shall have the right to conduct Association business on school district property, use district facilities and equipment, use district mail services, teachers' mail boxes, and use the PAT bulletin board in each building. These uses will not interrupt classes or other normal school operations. The Association shall pay for the reasonable costs of all materials, supplies and special services required beyond normal operation incidental to such uses.
- B. Upon request, the District shall furnish the Association reasonably available information necessary to its function as bargaining agent.
- C. At substitute meetings held by the District, the Association shall have the right to make brief presentations/announcements about Association programs or activities. The District will give prior notice of such meetings to the Association and will give consideration to recommendations made by the Association regarding such meetings.
- D. Any District--appointed committee which considers issues relating to substitutes and includes substitutes shall include at least one member appointed by the Association. Such appointee shall be a substitute ~~teacher~~.
- E. The rights provided to the Association under the PAT Teachers' Contract to speak at Board meetings may be used to address the Association's substitute ~~teachers'~~ concerns.
- F. Substitute(s) designated by the Association may conduct Association business so long as it does not interrupt classes or other normal school operations.
- G. The District and the Association shall meet every other month, beginning in October, each

school year for substitute contract administration meetings. Issues relating to substitutes may be brought to these ~~contract administration meetings as provided in the PAT Teachers' Contract.~~ The District shall pay up to three (3) substitutes a half-day release time for attending the meetings.

H. The District will consider grant up to three (3) substitute ~~teachers~~ identified by the Association reasonable time without loss of compensation, leave accrual or any other benefits foras-being-on release time during the times theyat are present in negotiations ~~occur~~ between the District and the Association. That is, such substitute ~~teachers~~ will receive substitute pay during such period of time. The time spent in negotiations shall count toward the total amount of time required for insurance eligibility. Should negotiations take place at times other than when schools are in session, the District shall not be obligated to pay and such time will not count toward insurance eligibility. The period of time in negotiations shall not be viewed as a break in a multiple day assignment of the involved substitute ~~teacher~~.

I. ~~— The District and the Association shall meet every other month, beginning in October, each school year in a Joint Contract Administration committee. The District shall pay up to three (3) substitute teachers a half day release time for attending the meetings.~~

ARTICLE 3 – DUES AND PAYROLL DEDUCTIONS

A. A substitute ~~teacher~~ may request, in writing, that their his/her regular Association membership dues, including NEA/CAPE, OEA-PIE, PAT -TVIPPAC and the OEA Foundation, be deducted from their his/her salary. Such authorization shall continue in effect until revoked in writing. Deductions will be made only for the months the substitute ~~teacher~~ actually works. Withdrawing the authorization for payroll deduction for such dues may be accomplished by writing to the Office of the Association and to the District Payroll Office. Written withdrawal notifications received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October 1 of the ensuing year.

B. The District shall deduct an amount(s) established by the Association ~~not to exceed usual and customary dues for substitutes,~~ each pay month from the pay of each substitute who actually works that month and who has completed a dues deduction authorization described in Section A of this Article.is not a member of the Association. Such an amount shall represent compensation to the Association for any purpose authorized by law ~~for use of fair share fees.~~

C. By the 5th working day of each month the District shall provide to the Association a check with the sum of all such deductions for the previous month's paycheck along with a list of names of those substitutes from whom deductions have been made.

D. Upon appropriate written request from the substitute, the District shall deduct from the salary of the substitute and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- 403(b) Roth and Traditional Options
- Approved Financial Institutions
- District Approved Charitable Organizations
- Flexible Spending Accounts (IRS Section 125)

The District, upon appropriate authorization of the unit member, shall deduct from the salary of the unit member and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

E. The Association covenants and warrants that its present Bylaws provides for and agrees to indemnify, defend and hold the District harmless for the ~~foregoing fair share deductions and dues deductions authorization, s and withdrawals, and remittance~~ procedures provided in this Article. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney.

F. Each month, the District shall provide the Association a list of all substitutes who are currently on the District's Substitute ~~Teacher~~ list. ~~The list shall include the contact information for each substitute including the "AESOP" email provided by the substitute. The list will include the employees' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.~~

G. Substitute ~~teachers~~' paycheck stubs shall show the gross pay, any retirement contributions, and an itemization of deductions.

ARTICLE 4 – MANAGEMENT RIGHTS

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, the use of its facilities, and all areas of discretion in matters of inherent managerial policy. Nothing in this Agreement shall preclude the District from assigning unassigned regular teachers to work as substitutes.

ARTICLE 5 – NO STRIKE CLAUSE

During the term of this Agreement, the Association, its officers, representatives and members of the bargaining unit shall not engage in or condone any strike, slowdown, work stoppage or other such concerted activities by substitutes ~~teachers~~ of the District.

ARTICLE 6 – DISCIPLINE PROCEDURE

A. Respectful Work Environment

All comments related to substitute behavior shall be made privately. Materials relating to disciplinary action shall be placed in the personnel file.

No substitute shall be disciplined without just cause.

B. Personnel File

1. A substitute shall be provided a copy of any materials relating to his/her/their work performance if such materials are to be placed in that substitute ~~teacher's~~ personnel file.
2. Materials related to an incident, other than a complaint processed according to E. 52 of this Article, must be placed in the file within one hundred and twenty three (3120) days of knowledge of the incident by the Human Resources Department. A substitute shall have the right to review the contents of their/his/her personnel file retained by the District. A representative of the Association may, at the request of the substitute, accompany the substitute in this review or be authorized by the substitute, in writing, to make the review. A substitute may attach a written response to any item in their/his/her personnel file. A substitute may request and have granted that a Letter of Expectation be removed from their/his/her file if after three-six (36) years of being written no subsequent similar entries have been made into the personnel file.

C. Representation

~~If a substitute is required to meet with an administrator regarding a matter that could result in discipline, the substitute shall be given prior written notice of the reasons for such meeting and of the right to have a representative of the Association present.~~

Whenever a substitute is directed to meet with a Site Administrator or other representative of the District regarding a matter which could result in disciplinary action or termination, the substitute shall be given prior written notice describing the issue to be discussed in such meeting and the right to have representation by the Association to advise the substitute during the meeting.

D. Classroom Restriction

A request that a substitute not return to a particular classroom shall be honored if the classroom teacher has made a good faith effort to contact the substitute prior to the request. Notice of such a request, including the reason stated by the classroom teacher, shall be given to the substitute. The substitute shall have the right to request a meeting with such classroom teacher. A classroom restriction shall not be considered discipline.

E. Complaints/Allegations

1. The Human Resources Department or Site Administrator must notify a substitute of any allegation against them that may lead to discipline within fifteen (15) days following

receipt of the allegation.

2. No allegation received by Human Resources more than six months beyond the incident which gave rise to the allegation will lead to discipline unless the incident is of a nature that termination (level 4) is the required form of discipline.

1. 3. Allegations shall not be placed in the personnel file unless they result in a Letter of Expectation and/or disciplinary action.

3. 4. At any investigatory meeting into an allegation, the Site Administrator or Human Resources Department must describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known. If the complaint is used to support any disciplinary action, the name of the complainant shall be given.

~~1 "Complaint" means an allegation made against the substitute teacher brought by a parent, other citizen, a non-supervisory third party or a supervisor. This includes allegations that lead a supervisor to seek a meeting with a substitute, a Letter of Expectation, a written reprimand or a building restriction. Complaints shall not be placed in the personnel file unless they result in a Letter of Expectation or a disciplinary action.~~

2.4. 5. A supervisor, a site administrator, or Human Resources may choose to meet directly with the substitute to discuss an incident and advise the substitute how to handle similar situations in the future. If an incident is handled in this way, it is not considered discipline.

~~3.5. 6. Should the supervisor feel that it is appropriate, based upon a substitute's actions, he or she may write a Letter of Expectation, in lieu of discipline within fifteen (15) days of the supervisor's receipt of the complaint. The supervisor-District shall must email mail the letter to the substitute's PPS email address and sendinclude a copy to the Substitute Office and to the PAT. The Letter of Expectation must be based upon factual record and deal with a situation that was in the substitute's control. The Letter of Expectation must conform to the template agreed upon by the parties (Appendix A). The purpose of the Letter of Expectation is to document the notice to the employee of a district rule or policy. The Letter of Expectation shall will be includedpart of the in the substitute's personnel file; but shall not be considered discipline. The substitute has the right to write a rebuttal to the any Letter of Expectation, which shall be attached to the letter and kept in the personnel file.~~

~~1. A substitute teacher shall be notified of any complaint which the Human Resources administrator responsible for substitutes considers to be of such a nature that discipline could result. Such complaint must be received by the Human Resources Department within twelve (12) days of the date of the incident or upon first knowledge by the site administrator. "Days" means regular student school days. Notice to the substitute teacher shall be given within fifteen (15) days following receipt of the complaint or report by the~~

~~Human Resources Department. No complaint received by the Human Resources department more than six months beyond the incident which gave rise to the complaint will lead to discipline unless the incident is of a nature that termination (level 4) is the required form of discipline. Complaints shall not be placed in the personnel file unless they result in a Letter of Expectation or a disciplinary action.~~

~~2. — A substitute teacher shall have the right to have a representative present at any meeting with an administrator regarding a complaint.~~

~~3. — The supervisor shall describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known, at the meeting. If the complaint is used to support any disciplinary action, the name of the complainant shall be given.~~

F. Employee Discipline

1. Supervisors and HR are encouraged to seek and impose the lowest appropriate form of response (disciplinary or non-disciplinary).

~~1.2. If a substitute calls for help in dealing with a difficult class situation, and the school is unable to provide classroom management assistance, the District will consider that fact in any disciplinary investigation.~~

~~2.3. A written reprimand is a written form of discipline for actions by a substitute that clearly violate the ~~district's~~ District's rules or policies and where the substitute knew or should have known would lead to discipline. A written reprimand shall contain the exact rule violated by the substitute and summarize the evidence that supports the accusation. A supervisor must notify ~~H~~human ~~R~~resources ~~within the timelines specified in 6.E.3~~ prior to issuing any written reprimand.~~

4. A building restriction is a form of discipline. A building restriction is a period of time in which a substitute may not work at a particular building. The length of a building restriction shall depend on the circumstances, but shall not be greater than ten school months from the date of original issue.

~~3.5. Discharge from employment is a form of discipline.~~

~~4. — A request by a supervisor for disciplinary action shall be honored as long as there was a substantive reason and such reason was within the control and responsibility of the substitute. Prior to such a determination by the Human Resources Department, a meeting of the substitute, an Association representative, if requested, the supervisor or designee, and a Human Resources Department representative will be held.~~

~~5.6. If it is determined that discipline is justified, dDisciplinary action may consist of a written reprimand, ~~or~~ a building restriction, and/or discharge from employment. The District ~~shall~~ must issue discipline ~~inform the substitute in writing, specify the "step" resulting from the discipline in actions short of discharge from employment, and of the~~~~

~~result of any disciplinary proceeding, including the consequences of any further instances of discipline if applicable, and shall contact the Substitute to make sure the information was received.~~

G. Progressive Discipline.

~~1. Action by the District may commence at any of the above/below steps depending on the severity of the incident. When imposing discipline, the District may also choose not to count it as a step up on the scale.~~

~~1.2. A first instance of discipline shall/may place the substitute on "step 1" of a four-step scale. Subsequent instances of discipline may/will move the substitute progressively to steps 2, 3, and discharge.~~

~~2.1. Action by the District may commence at any of the above steps depending on the severity of the incident. When imposing discipline, the District may also choose not to count it as a step up on the scale.~~

3. For purposes of progressive discipline only: A substitute receiving a Step 1 discipline will remain on Step 1 for two years following the issuance of a reprimand or the expiration of a building restriction. If during that period, the substitute receives a second ~~single-step~~ single level discipline they will be moved to Step 2. If no discipline occurs during the 2-year period they will no longer be on a Step.

A substitute on Step 2 will remain there for ~~two (2)3~~ years from the issuance of the ~~reprimand or the end of a building restriction~~ discipline. If a substitute on Step 2 receives another ~~single-step-level~~ discipline they will be moved to Step 3. If no discipline occurs during the ~~two (2)3-~~ year period they will ~~move to no longer be on a Step 1.~~ The Step 1 procedure from the preceding paragraph of this Article will then apply.

A substitute on Step 3 will remain there unless Human Resources, the substitute and PAT agree to lower the Step to 1, 2 or none. If a substitute on Step 3 receives another discipline of any kind they will be discharged from PPS.

H. Paid Administrative Leave

1. A substitute who is restricted from accepting work pending an investigation will be placed on paid administrative leave ("PAL") provided the substitute is available to accept work.

2. If the substitute on PAL is unavailable to accept work, they will be removed from PAL status and will be able to appropriately use any sick leave accruals or go without pay until the substitute is available to accept work and be placed back on PAL.

3. The parties agree that the District is limited to placing a substitute on PAL to the

following situations:

- a. There are concerns the substitute will repeat the alleged misconduct;
- b. The allegation is sexual abuse/misconduct or physical misconduct;
- c. Removal of the substitute from all worksites is appropriate to maintain the safety and security of students and/or staff; or
- d. The alleged misconduct is serious enough to result in dismissal, if substantiated.

4. The parties agree that substitutes who are placed on PAL pending the outcome of a misconduct investigation are entitled to compensation calculated as follows:

- a. For substitutes in their first six months of employment or reemployment with the District, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during their employment with the District) divided by (available workdays during that time period).
- b. For substitutes who have been employed continuously by the District for six months or more, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during the previous six complete pay periods) divided by (available workdays during that time period).
- c. The number of PAL days calculated in subsections 4(a) or 4(b) above shall be rounded to the nearest half day.
- d. Summer Break pay periods and non-working days for substitutes as defined by Article 1.D are excluded from the calculation of the fractions in subsections 4(a) and 4(b).

5. Substitutes on PAL may request that the time period in 4(a) and 4(b) used for calculation be altered in the event that the time period is not representative of the substitute's work history. The District retains sole discretion to grant or not grant such a request.

6. If the substitute had accepted a multiple day or long-term substitute position prior to being placed on PAL, the substitute will receive the compensation the substitute would have earned during such assignment for the period of such assignment that runs concurrently with the PAL. Except for the period of such assignment, subsection 4(a) or 4(b) will apply.

7. Substitutes will not be compensated for holidays or non-student days.

8. In any pay period, if the number of PAL days calculated in subsections 4(a) or 4(b)

plus the number of days worked in other districts exceeds the number of workdays in the pay period, the number of PAL days paid shall be reduced by the amount of excess. Substitutes must report any days they worked as a substitute in any other school district(s) while on District PAL.

9. At no time will the substitute be compensated for more substitute workdays than occur during a pay period.

I. Late Cancellations

1. A "late cancellation" is defined as a substitute canceling an accepted job assignment by any method less than twelve (12) hours prior to the start time of the assignment. Late cancellation does not include: (1) assignments canceled because of the use of sick leave pursuant to this agreement and District policy; (2) assignments canceled within thirty (30) minutes of accepting the assignment; or (3) assignments canceled by mutual agreement with the classroom educator, school secretary, or building administrator.

2. The District may pursue disciplinary corrective action in response to excessive late cancellations (more than two in a 12-month period) as appropriate. The District agrees to consider any circumstances outside of the substitute's control in evaluating the proper response to late cancellations. Discipline for late cancellations must follow progressive discipline.

ARTICLE 7 – SUBSTITUTE RIGHTS

A. Physical Examinations.

Physical examinations of substitutes shall not be required. However, the District may require that the substitute provide medical documentation that ~~s/he is~~they are medically and physically able to perform the job duties of a substitute ~~teacher~~.

B. Nondiscrimination.

In matters of wages, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any substitute on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, membership or non-membership in the Association or participation in its activities, the fact that the substitute's residence is outside the District, association with another person within a class or with a status listed in this paragraph, or as otherwise provided by School Board policy. However, this provision shall not be construed to prevent the following:

1. District participation in programs conducted in an effort to increase opportunities for minority historically underserved groups, subject to the provisions of this Agreement.

2. Distinctions resulting from a bona fide occupational requirement reasonably necessary to the normal operation of the District, including, but not limited to, distinctions due to the physical requirements of the employment, lack of adequate facilities to accommodate both sexes, or other distinctions authorized by law including retirement requirements.

3. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.

4. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices law contained in ORS 659~~A-028 and 659.030~~. A grievance alleging violation of this article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

C. Non-reprisal for Grievances.

A reprisal shall not be taken against a substitute in response to ~~that their substitute's~~ right to file a grievance as provided in this Agreement.

D. Academic Freedom.

A substitute ~~teacher while assigned as a substitute~~ shall have the same Academic Freedom rights as provided in the PAT Teachers' Contract when the substitute is responsible for lesson plans. Examples include when lesson plans are not provided by the regular teacher or when students finish the planned lesson early.

E. Student Grades and Discipline.

When the substitute ~~teacher~~ is responsible for grading, and issues student grades in accordance with District policies, a supervisor shall not change them unless a substantive reason exists. This provision shall not be interpreted to allow a substitute to assign grades in any manner which deviates from general district-wide practices. A substitute ~~teacher~~ shall have the same rights in administering student discipline and student health procedures as the regular teacher for whom they are substituting. The building discipline plan shall be included in the substitute building folder at each site and such plan shall conform with District policies and regulations.

1. An allegation that a student has committed assault or battery upon a unit member shall result in the removal of the student from the responsibility of the unit member pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline. If the investigation shows battery did occur and the unit member so recommends, the student will not be returned to the affected member's responsibility.

2. Any student making a serious or menacing threat of harm to the person, property or family members of a substitute ~~teacher~~ shall be immediately subject to appropriate

discipline in accordance with the Students' Rights and Responsibilities Handbook.

3. Student behavioral records shall be accessible to the receiving unit member. School officials will set up procedures so that information about students with records of violence including weapon violations will be available, in accordance with the law, to members who "need to know" as a result of an assignment to teach or supervise the student.

4. Any student found to have committed assault or battery upon a unit member shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) and mandatory expulsion for the remainder of the year for battery. The Superintendent may modify the disciplinary consequences on a case--by-case basis.

F. Personal Injury Benefits and Property Loss.

1. Any case of assault upon a substitute while acting within the scope of ~~his/her~~ their duties shall be promptly reported in writing to the building administrator who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.

2. The District shall reimburse substitutes for loss or destruction of personal property excluding vehicles under the following circumstances:

a. When the loss is a result of any assault on the substitute's person suffered during the course of employment.

b. When the substitute has exercised reasonable care to protect ~~his/her~~ their personal property.

c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has exercised reasonable care to protect such property.

Reimbursement shall be at replacement cost (not to exceed actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than ~~F~~ five ~~D~~ dollars (\$5.00) or that portion in excess of ~~F~~ four ~~H~~ hundred ~~D~~ dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the substitute was evident. The substitute shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

G. Liability Insurance.

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a substitute ~~teacher~~ while in the normal course of ~~his/her~~ their duties as an employee of the

District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the substitute ~~teacher~~. The District may require as a condition to this coverage that before the vehicle is used on District business, the substitute ~~teacher~~ provide a valid driver's license and proof of insurance showing that they or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the substitute ~~teacher~~ for any deductible cost the substitute ~~teacher~~ is required to pay, as a result of an on-duty accident, not to exceed ~~t~~Two H~~undred F~~ifty D~~ollars~~ (\$250.00). Reimbursement will not be made if the substitute ~~teacher~~ is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

H. Safety

A substitute shall have the right to refuse to expose ~~himself or herself~~themselves to immediate danger created by unsafe working conditions when such danger threatens substantial bodily injury or would be a significant health hazard to the substitute. The substitute shall give notice of the condition to ~~his/her~~their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of building and grounds as may be required through the use of necessary lighting and other safety precautions. The District will post notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the work site.

I. Personal Life of A Substitute

The personal life of a substitute is not an appropriate concern of the District, except as it affects the substitute's fitness for or performance of ~~his/~~their duties.

J. Keys.

Whenever possible, substitutes shall have access to keys necessary for their assignment in a building and shall be accountable for safeguarding keys in accordance with District regulations. Building administrators are strongly encouraged to determine, and have available, the necessary number of extra keys available for substitutes based on the day with the most regular educator absences in the previous school year. If there are not enough keys, the administrator must request additional keys.

K. Class Lists

The School Office must provide substitutes with one printed attendance list that does not need to be submitted to the school office.

~~K.L.~~ Substitute Teacher Report Form.

The District and the Association shall use a mutually agreed upon electronic Site Report Form for use by substitute ~~teachers~~ to identify those buildings which do not provide building information, up-to-date attendance lists, keys, secure locations for personal belongings, and/or other

information or tools necessary to the substitute teaching assignment.

The Substitute Office shall review submitted Site Report Forms and promptly work with the site administrators to ensure that substitute teachers are provided with the needed materials and information. The Substitute Office shall provide this information upon request to PAT at regularly scheduled meetings with PAT.

ARTICLE 8 – SUBSTITUTE LISTS

A. The District shall maintain two (2) lists of substitutes as follows:

1. ~~Master General~~ Substitute List

This list shall ~~be consist~~ of those substitutes available for assignment without restriction. ~~- within their substitute certification.~~ Substitutes on the ~~master General Substitute List~~ list may, however, indicate their preference of assignment. A ~~General Substitute List~~ ~~master list~~ substitute who is eligible for the ~~restricted~~ ~~Restricted Substitute L~~ list may choose to move to the ~~restricted~~ ~~Restricted Substitute L~~ list by ~~providing the restricted list~~ ~~applying~~ ~~ieation~~ to the ~~Substitute Office~~ ~~HR department~~ in writing by ~~September 1~~ ~~the first day of of~~ the new school year. In addition, an ~~eligible~~ substitute may move to the restricted list by ~~notifying the Substitute Office in writing~~ when a change in circumstance occurs such as health or family issues. No substitute may move to the ~~Restricted~~ ~~Substitute L~~ list from ~~the General~~ ~~master~~ ~~Substitute L~~ list more than once a ~~school~~ year.

2. Restricted Substitute List

This list shall ~~be consist of~~ those substitutes who have indicated their desire to limit their assignments to particular subject matters, ~~locations,~~ ~~and/or~~ times. Substitutes on the restricted list, however, may be called for other assignments when requirements for substitutes cannot be adequately filled with substitutes from the ~~General Substitute L~~ ~~master listing~~.

Eligibility for the ~~Restricted~~ ~~Substitute L~~ list is open to substitutes with a hire date prior to January 1, 1995; ~~to a substitute who has worked as a substitute for the~~ ~~District~~ for 15 years or more and has retired from PERS; ~~and~~ to PPS ~~regular educator~~ retirees; ~~and~~ to part-time ~~regular educator~~ ~~teachers~~. ~~Qualifying substitutes must submit in writing to the Substitute Office an annual update by September 1 of each calendar year indicating their restriction(s).~~

B. ~~Needs for substitutes shall first be filled from the master substitute list.~~ The District may consider the following factors in ~~making offering such~~ assignments: certification/~~endorsement~~ in area requested, knowledge and/or experience in the area requested, equitable distribution of assignments (fairness factor), ~~retentions and continuing assignments~~ and seniority as a substitute. An exception will be made when a ~~regular educator~~ requests ~~for one~~ substitute for a specific assignment ~~inis received by the~~ ~~the absence management~~ ~~Substitute S~~ system. ~~using the process~~

described below.

~~C. The following process shall apply in filling requests for substitutes:~~

~~1. Requests will be filled in the order requested. Retentions and continuing assignments take precedence over new requests.~~

~~Calls for substitutes, except in an emergency, shall generally be made during the week commencing Sunday afternoon through Friday noon.~~

~~2.~~

~~Two (2) requests for substitutes may be made by absent teachers. If, due to an error by the District's Substitute Office, no attempt is made to contact the two substitutes requested, the first substitute requested shall be paid one-half for the amount of the assignment and shall receive credit toward insurance, assuming that each substitute was properly licensed for the assignment, was available, and not equivalently assigned elsewhere.~~

~~D.C. The substitute lists (and monthly updates of those lists) shall be posted in the District's absence management system ~~emailed to teachers and substitute teachers in care of their District email addresses.~~~~

D. Minimum Workday Requirements

~~1. A substitute on the master-General sSubstitute lList who does not work a minimum of twenty (20) days per school year may be removed from the list, providing there was adequate work available during that school year. Of the twenty (20) days at least five (5) days must be worked from the first day of school through the end of the first semester ~~January 31st~~, and at least five (5) days from the beginning of the second semester ~~February 1st~~ through the last day of school. If a substitute does not meet the five (5) day minimum in either half of the year they may be removed from the list.~~

~~2. A substitute on the Rrestricted sSubstitute lList who does not work a minimum of five (5) days in a school year may be removed from the list, providing there was adequate work available in the District during the school year.~~

~~3. The requirements of this subsection D do not apply to District regular part-time educators on the Restricted Substitute List.~~

~~4. However, a substitute on either list may remove himself/herself from further assignment during a period of a lawful work stoppage by regular teachers by notifying the District in writing.~~

E. When the ~~d~~District creates a summer-list of substitutes, it may establish a reasonable deadline by which substitutes may submit their names for consideration. Only substitute ~~teachers~~ who volunteer their names by the deadline shall be on the summer list.

~~F. If a substitute has not been interviewed by the Human Resources Department within the last two years, s/he may upon request to Human Resources be granted such an interview to enhance~~

~~her/his applicant standing.~~

F. For the purpose of posting within the Substitute System, a substitute with only a Substitute Teaching License who formerly held a regular Oregon TSPC license within five (5) years of becoming a PPS substitute will be listed for daily or short-term assignments as being area-specific licensed under their previous TSPC license. Teachers who hold only a Substitute Teaching License and who have one hundred seventy (170) teaching days in a subject matter as a PPS substitute shall be listed as licensed under that area.

G. The District will remove any substitute from the applicable substitute list if their teaching license expires. The District may terminate the employment of a substitute 30 calendar days after their teaching license expires. The District agrees to consider any mitigating information before making the decision to terminate a substitute and remove them from the applicable substitute list under this provision.

ARTICLE 9 – WORK HOURS

A. The work day for full-day substitutes shall start fifteen (15) minutes before the student day and end fifteen (15) minutes after the last regular student period, but shall not be less than seven (7) hours.

B. Substitutes will be called for work at least one-half (1/2) day at a time. Three hours and forty-five minutes (3 hours and 45 minutes) shall constitute one-half (1/2) day.

~~B.C. Administrators may not direct a substitute to switch to an assignment other than the one they have accepted, but an administrator may request such a change which a substitute may accept.~~

~~C.D. After working ten (10) consecutive days in the same assignment, When a substitute is paid the extended rate of pay pursuant to Article 13.B,~~ the workday and schedule for full-day substitutes shall be the same as that for regular teachers.

~~D.E. If a substitute is called accepts for an assignment that was entered into the absence management system~~ in error by the Substitute Office and reports, or if the substitute is not needed after reporting to work, the substitute shall be paid for a half- day but shall be subject to a different PAT assignment by the building principal or supervisor. If another need for a substitute opens in that building during the day, the substitute may be placed in that PAT assignment, and if the substitute declines the PAT assignment they will not be paid.

~~E.F.~~ The general times adhered to shall be outlined in the Portland Public Schools Schedule of School Starting/Ending Times (Substitute ~~Teacher~~ Work Day Schedule). These times shall coincide with the contractual workday for substitutes ~~teachers~~. A non-standard assignment (e.g. a half-day long, midday assignment) shall count as a full-day assignment for purposes of determining insurance eligibility per Article ~~12.C-10.C.~~

~~F.G.~~ The building principal shall ensure that arrangements are made for restroom breaks for unit

members in the same manner as such breaks are provided to the teachers for whom they are substituting.

~~G.H.~~ Substitute teaching in regularly scheduled night school (~~Benson, Grant and Marshall~~) and year-round school shall be counted as half-day or full-day as outlined in Article 89.A and B for the purpose of calculating benefits eligibility.

~~H.I.~~ The parties agree that orientation/professional development for substitute ~~teachers~~ is a desired operational goal. When funds are available, the District will provide a one-half day paid orientation/professional development for substitute ~~teachers~~. The Contract Administration committee shall coordinate the elements of the program and its implementation.

~~I.J.~~ The District may provide trainings to limited numbers of substitutes in the substitute pool to improve those substitutes' abilities to succeed in particular areas or programs. Substitutes shall be paid for such trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).~~their hourly rate based on a 7.5-hour day.~~

The District shall announce opportunities for such trainings, and the criteria by which substitutes shall be selected to participate, to all substitutes and to the PAT, and shall set a reasonable deadline for substitutes to apply. The criteria may include (but are not limited to): General Substitutemaster ~~I~~list status; area of licensure; days worked within a stated time period, in the District and/or in the relevant areas or programs. The District may not choose substitutes for such trainings without using such criteria.

The District may incorporate completion of such trainings into the job assignment process, provided it does not interfere with absent teachers' ability to offer jobs directly to their preferred substitute~~choose their preferred substitutes (by direct assignment and by Favorite Five status).~~

~~J.K.~~ Substitutes ~~teachers shall must completebe required to~~ the District's annual mandatory trainings to be eligible to accept substitute assignments and remain on a substitute list. After the Substitute Office verifies completion of such trainings, the substitute will certify that they have completed the state required Abuse training. If the district requires substitute teachers~~substitutes to take other trainings such as Sexual Harassment/Workplace Discrimination or Emergency Preparedness, the substitute teachers~~substitute shall complete the trainings and be paid for the trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).~~their hourly rate based on a 7.5-hour day.~~

ARTICLE 10 – SICK LEAVE

~~A.~~ Effective July 1, 2016, ~~substitutes will accrue paid sick leave at a rate of one (1) day per seventeen and seven tenths (17.7) days paid.~~

~~B.~~ There is no limit on the amount of sick leave they may accrue.

~~C.~~ All sick leave absences must be taken in half-day or full-day increments.

~~D. — A Substitute who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification, but only if the Substitute agrees to substitute only for Portland Public Schools. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District. A Substitute may only use up to 75 days of sick leave accumulated in another district.~~

~~E. — Sick leave may only be used for personal illness and medical/dental appointments. Substitutes will not accept a single or half-day assignment which conflicts with an already-scheduled medical or dental appointment.~~

~~F. — Sick leave may be used when a Substitute:~~

- ~~1. Had already accepted an assignment prior to 12:00 AM on the day of the use;~~
- ~~2. Notifies the Substitute Office via the online Job Cancellation/Sick Leave Request Form at least 2 hours in advance of the start of the assignment; and~~
- ~~3. Cancels the assignment in Aesop at least 2 hours in advance of the start of the assignment.~~

~~G. — If a Substitute cancels an assignment within 2 hours of the start of the assignment due to unforeseen circumstances, they may use sick leave if they:~~

- ~~1. Notify the Substitute Office prior to the start time of the assignment with a cancellation request via the online Job Cancellation/Sick Leave Request Form; and~~
- ~~2. Cancel the job in Aesop, or if unable to cancel the job in Aesop, call the Substitute Office.~~

~~H. — The online Job Cancellation/Sick Leave Request Form at <https://goo.gl/forms/RFRaGS0RSsEni5TD3> shall include:~~

- ~~1. Job confirmation number,~~
- ~~2. Date of the assignment,~~
- ~~3. School of assignment, and~~
- ~~4. Amount of sick leave being used (half day or full day).~~

~~A. Substitutes accrue paid sick leave at a rate of one (1) day per seventeen and seven tenths (17.7) days paid.~~

~~B. There is no limit on the amount of sick leave substitutes may accrue.~~

~~C. Newly-hired substitutes may use District-accrued sick leave beginning on their 31st~~

calendar day of employment.

D. All sick leave absences must be taken in half-day or full-day increments.

A.E. A substitute who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification, but only if the substitute agrees to substitute only for Portland Public Schools. The transfer of sick leave accumulated with another Oregon district shall be effective when the substitute has completed the equivalent of thirty (30) work days in the District. The District will provide notice to the other school district upon the transfer of sick leave balances. A substitute may transfer up to 75 days of sick leave earned in another district. A substitute may use up to ten (10) days of transferred sick leave days per year in addition to any District-earned sick leave.

F. Sick Leave may be used pursuant to this section, ORS 332.507, the Oregon Sick Leave Law, and the District policy titled: "Substitute Sick Leave Policy for Portland Public Schools." Substitutes must complete and submit the Substitute Sick Leave Request Form when taking sick leave. Sick leave may only be used for purposes described in the Substitute Sick Leave Policy, including personal and eligible family members' illness and medical/dental appointments. Sick leave may only be used on days when the substitute has a bona fide intention of working for the District.

1. Eligible family member means spouse, domestic partner, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the substitute's home.

G. Substitutes will not accept a full or half-day assignment of less than five consecutive workdays which conflicts with a known need to use sick leave such as an already scheduled medical or dental appointment. For purposes of this section only, having scheduled medical or dental appointments does not indicate that a substitute does not have a bona fide intention to work, if the appointment can only be scheduled during normal school hours.

H. Substitutes may not work for another school district while using District sick leave, and substitutes may not work for the District while using sick leave with another school district.

ARTICLE 11 – GRIEVANCE PROCEDURE

SECTION A - DEFINITIONS, TIMELINES

- 1. A "grievance" is a complaint that this Agreement has been violated.**
- 2. An "employee grievance" is a complaint by one or more substitutes that the District violated provisions of this Agreement and that such violation directly affected the substitute(s).**
- 3. An "Association grievance" is a complaint by the Association that its rights under this Agreement have been violated or that named substitute(s) rights under this Agreement have been violated.**
- ~~**4. A "party in interest" is the grievant(s) and any person(s) who might be required to**~~

~~take action to resolve the dispute.~~

~~5.4.~~ A "day" is defined in Article 1.D of this agreement ~~as a regular student school day.~~

~~6.5.~~ Grievances must be filed within thirty (30) days after the first knowledge by the grievant of the occurrence constituting the basis of the grievance.

SECTION B - GENERAL PROCEDURES

1. A substitute who initiates a grievance may elect to be represented by the Association or may elect to represent ~~themselves/himself/herself~~ at Levels I ~~and II~~. A substitute representing ~~themselves/himself/herself~~ shall so indicate in writing and shall include a statement that the substitute assumes responsibility for all costs which the substitute may incur associated with processing of the grievance.

2. A substitute is entitled to have an Association representative present at any meeting or hearing held under this procedure.

3. A substitute may file and process a grievance ~~up through~~ Level I of this Article ~~the step of arbitration~~ and have said grievance adjusted without the intervention of the Association if:

- a. the adjustment is consistent with the terms of this Agreement, and
- b. the Association office has been notified in advance and given opportunity to be present at all meetings pursuant to the grievance. A copy of any decision shall be forwarded to the Association office.

~~An individual may not proceed to arbitration without the written consent of the Association.~~

4. Time extensions shall be consented to in writing and with the mutual consent of the grievant, or the Association on behalf of the grievant, and the District.

5. Failure at any step of this procedure to communicate the decision in writing in a grievance within the specified time limit shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

6. All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

7. Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of substitutes and the Association.

8. The written grievance filed at any level shall contain the specific Agreement article, section and paragraph that has allegedly been violated (e.g. Article 6.C.); and a short statement of the facts giving rise to the violation and the relief sought. The written response shall include the decision and the rationale for such decision.

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file" within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those directly involved in the case.

10. Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

11. Attendance at an arbitration hearing by a substitute shall not be viewed as interrupting continuous service in an assignment exceeding ten (10) days.

SECTION C - STEPS AND PROCEDURES

A grievance shall be initiated with the administrator whose action or decision is alleged to have violated a provision of this Agreement.

LEVEL ~~I~~

STEP 1 (Informal Level)

The grievant shall attempt to informally resolve the matter by a discussion with the administrator alleged to have violated a provision of this Agreement.

STEP 2

If the matter is not resolved at Step 1, the grievant shall file a written statement of the grievance with the administrator. Such filing shall be within ~~seven (7)~~ ten (10) days of the Step 1 conference.

STEP 3

Within ~~seven (7)~~ ten (10) days of the receipt of the grievance filed at Step 2, the administrator shall set forth in writing ~~his/her~~ their decision.

LEVEL II (~~Chief Human Resources Officer Superintendent or Superintendent's Designee~~)

STEP 1

An appeal of a grievance from Level I shall be filed with the Chief Human Resources Officer or Superintendent or Superintendent's Designee within ~~seven (7)~~ ten (10) days following receipt of the Level I, Step 3 decision. Only the Association may advance a grievance to Level II.

STEP 2

Within ten (10) days of receipt of the appeal, the Chief Human Resources Officer or designee Superintendent or Superintendent's Designee shall conduct a grievance hearing at a mutually acceptable time. Within ~~seven (7)~~ ten (10) days following completion of the hearing, a written decision shall be provided to the parties.

STEP 3

~~Within seven (7) days following receipt of the Level II, Step 2 decision, the grievant shall notify the Superintendent or Superintendent's Designee as to whether or not the decision is acceptable. If it is not acceptable, the decision shall be submitted to the Superintendent for recommendation to the Board of Education. Board action shall ordinarily take place at the next scheduled Board meeting provided the next scheduled meeting is beyond seven (7) days from the date of the receipt of the notice that the Superintendent or Superintendent's Designee's decision is not acceptable.~~

SECTION D - ARBITRATION

If the decision of the ~~Board Superintendent or Superintendent's Designee~~ is not acceptable, the grievance may be pursued through arbitration. Only the Association may advance a grievance to arbitration. A grievance alleging violation of Article 7.B of this agreement may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes. The ~~grievant~~ Association must notify the District within ten (10) days of the receipt of the ~~Superintendent's or Superintendent's Designee's Board~~ decision of its his/her intent to proceed to arbitration. Only the District and the Association, in its behalf or on behalf of a substitute(s), shall be parties to arbitration.

1. Requesting an Arbitrator.

Within ~~ten (10)~~seven (7) days of the receipt of a final Level II response or decision, the Association may request a list of seven (7) Oregon or Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be the arbitrator. In the alternative, the parties may jointly agree upon any person to serve as arbitrator. The arbitrator shall fix the time and place for the hearing but with at least five (5) days written notice to the parties.

2. Authority of Arbitrator.

The arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons, and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

3. Cost.

Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

4. Evidence.

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

5. Communication with Arbitrator.

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

6. Conflict of Interest.

No person shall serve as arbitrator in any arbitration in which ~~they have~~ ~~he or she has~~ any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualifications. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify ~~the prospective arbitrator~~ ~~him or her~~. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

7. Substitute Arbitrator.

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party and the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) Oregon or Washington arbitrators. The successor shall then be selected in the same manner as in the original selection.

ARTICLE 12 – INSURANCE

A. The District shall continue its contributions towards the cost of providing medical insurance plans for eligible substitutes. Eligible substitutes shall be able to participate in the PAT Part-Time Option II plans (currently Kaiser or ~~Providence~~ ~~Cigna~~). The amount paid by the substitute towards the cost of the plan shall not increase above that being paid as of June 30, 2016~~20~~. Eligible substitutes may cover their spouses and/or dependent children in the medical insurance plan on a fully self-paid basis. Insurance coverage shall cease if the substitute is terminated or fails to remain on the substitute list.

B. The parties agree to share dental insurance premium contributions in an amount proportionate to each plan's premium cost share amounts effective during the 2020-2021 insurance plan year. The District shall contribute thirty-two dollars (\$32.00) per month in 2016-17 towards the purchase of employee dental insurance for eligible substitutes, and for all subsequent years, the District agrees to increase this contribution by two dollars (\$2.00) per month per school year.

C. Eligibility for full year insurance coverage (October through September) shall be established as follows:

1. A substitute must have worked the equivalent of seventy (70) full work days in the preceding school year.
2. If a substitute who has worked at least the equivalent of seventy (70) days during seven (7) of the last ten (10) years, works the equivalent of fifty (50) or more, but less than the seventy (70) full work days in a school year, that substitute shall be considered eligible for insurance for the following school year, provided the substitute was generally available to work as a substitute ~~teacher~~. Eligibility must be reestablished once this option has been exercised.
3. If a substitute accepts an offer to fill a temporary position, days worked in the temporary position shall count towards the qualifying requirement for insurance eligibility. If a substitute takes a temporary position, the District and the Trust will coordinate the substitute's enrollment between substitute insurance and temporary insurance.
4. Substitutes must be fully available to work as a substitute ~~teacher~~ during the current school year and must enroll when eligible in the medical/dental plan.

D. If required by law to purchase insurance from the Oregon Educators' Benefit Board (OEBB), the parties agree that, upon the Association's request, this collective bargaining agreement shall be open in its entirety for renegotiation.

E. Subject to all other qualification requirements described in this Article 12, due to the impacts of the COVID-19 pandemic, for the 2021-2022 school year only, (1) substitutes who worked the equivalent of sixty (60) full days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12(C)(1); and substitutes who received insurance in the 2020-2021 school year and worked the equivalent of twenty-five (25) days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12(C)(1).

ARTICLE 13 – COMPENSATION AND INCENTIVES

A. Daily Rate of Pay

The daily wage rate for substitutes shall be the greater of either eighty-six and one-half percent (86.5%) of Step B₁ on the BA column of the regular teachers' salary schedule, or ten dollars

(\$10.00) more than the published Oregon Department of Education final minimum pay rate.

B. ~~Ten-Day~~Extended Rate of Pay

After working ten (10) consecutive days in the same assignment, a substitute will be paid the greater of either the daily rate of a beginning teacher on the BA column of the regular teachers' salary schedule, or ten dollars (\$10.00) more than the published Oregon Department of Education final minimum ten-day pay rate. If at the time of posting, it is known that the assignment will last more than ten (10) days, it will be posted and paid at the extended~~Ten-Day~~ rate starting on the first day. The use of sick leave will not be considered a break in consecutive days.

C. Additional Compensation

Substitutes required to work outside of the daily assignment, such as for writing IEPs and other plans or meeting with parents, shall be compensated at the per diem hourly rate ~~in Section B-
above~~(Daily Rate of Pay divided by 7.5).

D. Incentive Pay

If a substitute fulfills an assignment at District-~~designated~~ schools they will receive an incentive of at least ~~Ten-Fifteen~~ (105) additional dollars for a full day and at least ~~five-ten~~ (510) additional dollars for a half day. The District may designate a school as an incentive school at any time, for the remainder of the school year.~~will decide by the first day school year for the upcoming school year, which schools would have incentive pay.~~ The District and will provide the list of incentive schools to PAT and in the absence management system. ~~It is up to t~~The District has discretion to determine what schools will qualify for~~would receive~~ incentive pay. The District may require paid professional development as a prerequisite for qualifying for incentive pay.

Substitutes will receive an additional \$10 per full day equivalent end-of-school-year stipend for all days worked over eighty-seven (87) in a school year at incentive pay schools.

E. Incentive Professional Development

The Substitute Office will provide one day of paid professional development training offered on a non-student weekday to any substitute who works at least ten (10) full days in the prior school year at incentive pay schools identified in Article 13D. This provision becomes effective at the conclusion of the 2021-2022 school year.

F. Incentive Interview

For any substitute who works at least twenty-five (25) full days at a single incentive pay school identified pursuant to Article 13.D, the District will grant the substitute one interview for one open position during the external interview round at any incentive pay school provided the substitute applies for the open position and is otherwise qualified. A substitute who qualifies for this incentive interview must notify the Substitute Office that they have applied for an open position at an incentive pay school.

ARTICLE 14 – DURATION

- A. Except as otherwise provided elsewhere in this Agreement or in this Article, this Agreement shall become effective the day following ratification by the parties and shall remain in effect through June 30, 2019~~24~~. The wage rates for all employees ~~and sick leave accruals (for those employees still employed with the District) in this agreement~~ shall be retroactive to July 1, 20~~20~~16.
- B. The District agrees to print sufficient number of copies of this Agreement to be delivered to the Association to provide to all substitute ~~teachers~~. A copy of the Agreement shall also be provided to any newly hired substitute.
- C. This Agreement shall take precedence over any District policy, rule or regulation, which may be inconsistent with the Agreement.
- D. During its duration, the Agreement may only be modified by the mutual consent of the Association and the District. In addition, because of the passage of Ballot Measure #5 on November 6, 1990, and given a change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, the parties would agree to meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interest of the parties including reopening economic or other sections of this Agreement, upon written request and notification from either party.
- E. Should any part of this Agreement be declared illegal by a court or agency of competent jurisdiction, the remainder of the Agreement shall continue in effect and the parties shall enter into negotiations the section declared to be illegal within thirty (30) days of such decision.

Signature Page:

On behalf of PPS

On behalf of PAT SUBSTITUTES

Title

Title

Date

Date

MEMORANDUM OF UNDERSTANDING

Substitute Systems and Assignment of Substitutes

The parties agree that if the District decides to ~~change to a different software-move to a substitute~~based absence management system ~~other than AESOP~~, the District will consult with the Association to select a replacement system. In evaluating systems and bargaining ~~the-any~~ impacts of the change to the replacement system, the parties will attempt to find and implement a system that meets the following criteria:

~~Requests to fill full day assignments will take precedence over requests to fill partial day assignments. However, partial day assignments may be filled in advance when it is known that a number of substitutes will be needed because of workshops, conferences, or other occasions requiring a significant number of substitutes. Requests will be filled in the order requested. Retentions and continuing assignments take precedence over new requests.~~

~~In assigning substitutes, the substitute system will leave assignment information with a responsible adult, or an answering device, or via an approved messaging device prior to 9:30 PM. It will be assumed that the assignment has been accepted unless the substitute informs the system/substitute office otherwise by 5:30 AM on the day of the job. Failure of a substitute to do so shall result in that substitute forfeiting receiving assignments via the use of answering and message devices for up to one (1) semester. Repeated failure by a substitute shall result in forfeiture of the use of answering and message devices for receiving assignments.~~

1. Prioritization of assignment offerings by area of certification/endorsement, areas of interest, and general list/restricted list status.
2. Restricted List substitutes' ability to set restrictions on their assignments based on school, times and/or certification/endorsement.
3. Regular Unit professional educators' ability to offer assignments to specific substitutes.
4. Substitutes' ability to accept or reject jobs.
5. Substitutes' ability to indicate that they are unavailable to work on a given half/full-day.
6. Limitation of the times that phone calls are made to substitutes.
7. Absence of any fee for job-finding mobile device applications.

For the purposes of bargaining ~~the-any~~ impacts of a replacement substitute system, these criteria ~~(not AESOP practice)~~ shall be considered a part of the status quo ~~and shall supersede any current practices inconsistent therewith.~~

MEMORANDUM OF AGREEMENT

Bargaining Process

~~The District and Association agree to meet to discuss a short-term extension of the collective bargaining agreement prior to November 1, 2018. If no extension is reached, the parties will meet to discuss the bargaining process by January 15, 2019.~~

MEMORANDUM OF AGREEMENT

Committee Discussions to Improve Fill Rates

The District and the Association will form a committee to develop methods to increase fill rates in Incentive schools. The committee will begin its work no later than November 1, 2021. The concepts for discussion will include the development of Incentive School Substitute Cadres and emergency licensed substitutes in addition to any other concept.

APPENDIX A

VIA [DELIVERY METHOD]

[DATE]

[EMPLOYEE NAME]

[EMPLOYEE ADDRESS]

[CITY, ST ZIP]

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. It is not a finding of fault or misconduct and is not a disciplinary action. It is expected that you will adhere to the professional standards and expectations of the District including, but not limited to:

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD.]

Please feel free to contact me if you have any questions about these expectations or if you would like to discuss whether there may be any training or learning opportunities related to them. Failure to comply with these expectations may lead to discipline, up to and including termination.

Sincerely,

[NAME], Principal

cc: Official District Personnel File
District Substitute Office

INDEX TO BE
INSERTED