

PAT/PPS Substitute Educator Tentative Agreement - List of Changes  
September 2021

<p style="text-align: center;">New or Changed Language <b>Bold</b> = New language <del>Strikethrough</del> = removal of existing language</p>	<p style="text-align: center;">Explanation (if needed)</p>
<p>Article 1. A &amp; B</p> <p>. . . substitute <del>teacher</del> <b>educators</b></p> <p>* Note: We will not list <b>every</b> instance of changes from “substitute teacher” to “substitute” or “substitute educator” in this Side-by-Side</p>	<p>All PAT unit members are referred to as “substitute educators,” or “substitute.”</p> <p>Similar to regularly-employed PAT CBA</p>
<p>Article 1.D</p> <p><i>New:</i></p> <p><b>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.</b></p>	<p>Makes clear that a “day” means a day when students are in school – excludes weekends, vacation days, etc.</p> <p>This helps PAT and PPS when calculating salary and grievance timelines.</p>
<p>Article 2.G</p> <p><i>Updated:</i></p> <p><b>The District and the Association shall meet every other month, beginning in October, each school year for substitute contract administration meetings.</b> Issues relating to substitutes may be brought to these <del>contract administration meetings as provided in the PAT Teachers' Contract.</del> <b>The District shall pay up to three (3) substitutes a half-day release time for attending the meetings.</b></p>	<p>Puts in writing existing practice.</p> <p>Contract Administration meetings are held so that problems can be addressed so that grievances don’t have to be filed. In addition, new issues outside of the CBA can be addressed in these meetings.</p>
<p>Article 2.H</p> <p><i>Updated:</i></p> <p>The District will <del>consider</del> <b>grant</b> up to three (3) substitute <del>teachers</del> identified by the Association <b>reasonable time without loss of compensation, leave accrual or any other benefits for as being on release time during</b> the times they <del>at</del> <b>are present in negotiations occur</b> between the District and the Association.</p>	<p>Updates - puts in writing existing practice.</p>
<p>Article 2.I</p> <p><i>Updated:</i></p> <p><del>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.</del></p>	<p>Updated language moved to new Article 2.G</p>

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<p>Article 3.A</p> <p><i>Updated:</i> A substitute <del>teacher</del> may request, in writing, that <b>their his/her</b> regular Association membership dues, including NEAFCAPE, OEA-PIE, <del>PAT -TVIP PAC</del> and the OEA Foundation, be deducted from <b>their his/her</b> salary. Such authorization shall continue in effect until revoked in writing. Deductions will be made only for the months the substitute <del>teacher</del> 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 <b>withdrawal</b> 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.</p>	<p>PAT Substitute Team and PPS Negotiations Team made an agreement to update all gender pronouns to nonbinary usage. “His/her,” “she, he,” etc. will now be “their,” “they” throughout the CBA.</p> <p>“PAT TVIP” is an old name for the “PAT PAC.”</p> <p>Gives clear a date to update/stop deductions.</p>
<p>Article 3.B</p> <p><i>Updated:</i> The District shall deduct an amount(s) established by the Association <del>not to exceed usual and customary dues for substitutes,</del> each pay month from the pay of each substitute who actually works that month and who <b>has completed a dues deduction authorization described in Section A of this Article.</b> <del>is not a member of the Association.</del> Such an amount shall represent compensation to the Association for any purpose authorized by law <del>for use of fair share fees.</del></p>	<p>Updated language reflects new right-wing U.S. Supreme Court rulings on fair share.</p>
<p>Article 3.E</p> <p><i>Updated:</i> ... hold the District harmless for the <del>foregoing fair share deductions and dues deductions authorization,</del> <del>s and withdrawals,</del> <b>and remittance procedures provided in this Article.</b></p>	<p>Updated language to reflect new laws</p>
<p>Article 3.F</p> <p><i>Updated:</i> Each month, the District shall provide the Association a list of all substitutes who are currently on the District’s Substitute <del>Teacher</del> list. <del>The list shall include the contact information for each substitute including the “AESOP” email provided by the substitute.</del> <b>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.</b></p>	<p>Improves language on access to member data for PAT membership.</p> <p>This language accurately reflects the new law and our <u>PAT grievance victory</u>.</p>
<p>Article 6.B.1</p>	<p>Updated pronoun usage</p>

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<p>Article 6.B.2</p> <p><i>Updated:</i> Materials related to an incident, other than a complaint processed according to E.5 <del>2</del> of this Article, must be placed in the file within <b>one hundred and twenty</b> <del>thirty (3120)</del></p> <p>A substitute may request and have granted that a Letter of Expectation be removed from <b>their</b> <del>his/her</del> file if after <del>three</del> <b>six (36)</b> years of being written no subsequent similar entries . . .</p>	<p>Increased timeline to avoid PPS clerical errors.</p> <p>Six years matches regular-unit PAT CBA.</p>
<p>Article 6.C</p> <p><i>New:</i> <del>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.</del> <b>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.</b></p>	<p>This update strengthens the requirement that substitutes must have written notice of the reasons for a meeting and be informed of their right to representation.</p>
<p>Article 6.E</p> <p><i>New and Updated combined:</i> <del>Complaints</del> <b>Allegations</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><del>1- 3.</del> <b>3. Allegations shall not be placed in the personnel file unless they result in a Letter of Expectation and/or disciplinary action.</b></p> <p><del>3- 4.</del> <b>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.</b></p> <p>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.</p>	<p>Because the Substitute CBA is almost forty years old, and so many agreements have taken place over those years, the language regarding discipline and the discipline-process at times contradicted itself.</p> <p>PAT agreed with PPS that we needed to update large sections of Article 6 to improve clarity for PAT members.</p> <p>We struck the old 6.E.1, 2, 3, and inserted the language shown here in the side by side.</p> <p>If someone makes an allegation about a substitute:</p> <ol style="list-style-type: none"> <li>1. Substitute gets notified</li> <li>2. Very old allegations can't cause discipline</li> <li>3. Unsubstantiated allegations don't go in personnel file</li> <li>4. Substitute will get details of allegation prior to the meeting</li> </ol>

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<p><del>3.5. 6. Should the supervisor feel that it is appropriate, based upon a substitute's actions, he or she may write a</del>The District may issue a Letter of Expectation , <b>in lieu of discipline</b> within fifteen (15) days of the supervisor's receipt of the complaint. The supervisor <del>District shall</del> <b>must email</b> <del>mail</del> the letter to the substitute's PPS email address and <del>send</del> include a copy to the Substitute Office <b>and to the PAT</b>. The Letter of Expectation must be based upon factual <b>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).</b> 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 <del>shall</del> <b>will be included</b> <del>part of the</del> <b>in the</b> substitute's personnel file, but shall not be considered discipline. The substitute has the right to write a rebuttal to <del>the any</del> Letter of Expectation. <del>which shall be attached to the letter and kept in the personnel file.</del></p>	<ol style="list-style-type: none"> <li>5. Discussions of allegation can be informal if they don't lead to discipline</li> <li>6. Non-disciplinary Letter of Expectation can be used rather than discipline if the substantiated allegation is minor</li> </ol>
<p>Article 6.F.2</p> <p><i>New:</i> <b>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.</b></p>	<p>Language protects substitutes from building administration who are not responsive to class needs.</p>
<p>Article 6.F.3</p> <p><i>New:</i> A supervisor must notify Human Resources <b>within the timelines specified in 6.E.3 prior to issuing any written reprimand.</b></p>	<p>Language notifies PPS HR so that building administrators get advice before entering into inappropriate disciplinary responses.</p>
<p>Article 6.F.5</p> <p><i>New:</i> <b>Discharge from employment is a form of discipline.</b></p>	<p>This guarantees that discharge is subject to just cause and arbitration. A huge protection for all substitute educators.</p>
<p>Article 6.F.6</p> <p><i>New and Updated:</i> <del>If it is determined that discipline is justified, d</del>Disciplinary action may consist of a written reprimand, <del>or a building restriction,</del> <b>and/or discharge from employment.</b> The District <del>shall</del> <b>must issue discipline</b> <del>inform the substitute in writing,</del> <b>specify the "step" resulting from the discipline in actions short of discharge from employment, and of the result of any disciplinary proceeding, including</b> the consequences of any further instances of discipline <b>if applicable. and shall contact the Substitute to make sure the information was received.</b></p>	<p>This language clarifies and specifies the steps that PPS must take if it intends to discipline a substitute.</p> <ol style="list-style-type: none"> <li>1. Discipline must be in writing</li> <li>2. Discipline must specify the "step"</li> <li>3. Potential consequences must be explained in writing</li> <li>4. Level of discipline is based on severity of infraction</li> </ol>

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<p>Article 6.G.1</p> <p><i>MOVED from old 6.G.2:</i> Action by the District may commence at any of the 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.</p>	<p>Article 6.G is updated to make sure that the process is fair and clear to all substitutes.</p> <p>6.G.1. – Discipline must be progressive and isn't required to include a "step" on the discipline scale.</p>
<p>Article 6.G.2.</p> <p>Replace "shall" with "may" in two places</p>	<p>Makes sure that the District knows it doesn't make all discipline a "step."</p>
<p>Article 6.G.3</p> <p><i>Updated:</i> 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 <del>single-step</del> <del>single level</del> 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 <del>two (2) 3</del> years from the issuance of the <del>reprimand or the end of a building restriction</del> discipline. If a substitute on Step 2 receives another <del>single-step</del> <del>level</del> discipline they will be moved to Step 3. If no discipline occurs during the <del>two (2) 3</del>-year period they will move to <del>no longer be on a Step 1</del>. <b>The Step 1 procedure from the preceding paragraph of this Article will then apply.</b></p>	<p>The change helps PAT members because a substitute spends less time on Step 2, reducing the jeopardy to employment.</p> <p>In addition, it meets the District need by creating a step-by-step reduction in levels on the disciplinary scale.</p>
<p>Article 6.H.1, 2, 3, 4, 5, 6, 7, 8, 9. – "Paid Administrative Leave"</p> <p><i>ALL New:</i></p>	<p>This language is the result of a <u>PAT grievance-win</u> which protects PAT members from being forced onto an unpaid leave while an investigation takes place.</p> <p>Substitutes will receive pay while on Administrative Leave based on the rate at which they accepted assignments prior to being placed on P.A.L.</p>
<p>Article 6.I</p> <p><i>New:</i> 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</p>	<p>Defines Late Cancellation as: 12 or less before assignment starts</p> <p>DOES NOT INCLUDE:</p> <ul style="list-style-type: none"> <li>• Use of sick leave</li> <li>• Canceled 30 min after taking job</li> <li>• Canceled in agreement with assigning-educator or building administrator.</li> </ul>

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<p>by mutual agreement with the classroom educator, school secretary, or building administrator.</p> <p>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.</p>	<p>Explicitly states that District may discipline substitute who abuses Late Cancellations (more than 2 in 12-month period).</p>
<p>Article 7.B</p> <p>Updated:          . . . religion, disability, sexual orientation, <b>gender identity</b>          . . . <b>association with another person within a class or with a status listed in this paragraph,</b></p>	<p>Adds new language to nondiscrimination categories. This language protects more PAT members.</p>
<p>Article 7.B.1</p> <p><i>Updated:</i>          . . . increase opportunities for <del>minority</del> <b>historically underserved</b> groups.</p> <p><i>New:</i>          Article 7.B.4  <b>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.</b></p>	<p>Updates terminology to be more accurate –</p> <p>Makes clear that violations of civil rights laws should be addressed in court and not in arbitration.</p>
<p>Article 7.J</p> <p><i>New:</i>          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. <b>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.</b></p>	<p>Fewer circumstances where there are buildings without enough keys for substitutes.</p> <p>Admin in buildings are to take a good-faith guess at how many keys are needed for the following year, and order those keys.</p>
<p>Article 7.K</p> <p><i>New:</i>  <b>The School Office must provide substitutes with one printed attendance list that does not need to be submitted to the school office.</b></p>	<p>Class lists will finally be provided so that student safety and substitute effectiveness in improved.</p> <p>Now, substitutes will have class lists for use in fire-drills, lock downs, class interactions.</p>

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<p>Article 8.A.1, and 2</p> <p>Updated: Master and Restricted List language updated</p> <p><b>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></p>	<p>“Master” List now called “General” List</p> <p>NO ADDITIONAL DAYS REQUIRED TO WORK FOR EITHER LIST.</p> <p>Makes clear what “restricted” substitute-list educators need to do to be timely.</p>
<p>Article 8.B.</p> <p>New: <del>Needs for substitutes shall first be filled from the master substitute list.</del> 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), <b>retentions and continuing assignments</b> and seniority as a substitute. An exception will be made when a <b>regular educator</b> requests for one substitute for a specific assignment <del>in is received by the the</del> absence management Substitute Ssystem. <del>using the process described below.</del></p>	<p>Substitutes currently in assignments should not be removed if the assignment’s duration changes - - helps educational continuity for students and job security for substitutes.</p>
<p>Article 8.C</p> <p><i>Updated:</i> <del>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.</del> The substitute lists (and monthly updates of those lists) shall be <b>posted in the District’s absence management system</b> <del>emailed to teachers and substitute teachers in care of their District email addresses.</del></p>	<p>The language deleted was updated or moved to other areas because the system had not been in use for many years due to technology.</p> <p>Substitute lists will be available to educators via the absence management system.</p>
<p>Article 8.D.1 and 2.</p> <p><i>Updated:</i> 8.D.1: Of the twenty (20) days at least five (5) days must be worked from the first day of school through <b>the end of the first semester January 31st</b>, and at least five (5) days from <b>the beginning of the second semester February 1st</b> through the last day of school</p>	<p>No change in terms <u>BUT</u> the set dates didn’t match the intention of the language in some years. Semester changes were always the intended purpose of the language.</p>

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<p>Article 8.D.3</p> <p><i>New:</i> <b>The requirements of this subsection D do not apply to District regular part-time educators on the Restricted Substitute List.</b></p>	<p>Avoids unintended disputes over rights when substituted are .5 FTE in the regular unit.</p>
<p>Article 8.F</p> <p><i>Update:</i> <del>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.</del></p>	<p>HR has not re-interviewed substitutes on a two-year cycle in anyone's memory. Unnecessary language removed.</p>
<p>Article 8.G</p> <p><i>New:</i> <b>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.</b></p>	<p>The law requires that public school employers stop the employment of unlicensed educators. This language meets the law and gives maximum protection to substitutes.</p>
<p>Article 9.C</p> <p><i>New:</i> <b>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.</b></p>	<p>Substitutes finally will not be forced to change assignments when they arrive at a building.</p>
<p>Article 9. A, D, E,F,H, I, J</p> <p>ALL language changes are to update terms and make Article references consistent with new numbering.</p>	
<p>Article 9.K</p> <p><i>Updated:</i> <del>Substitutes teachers shall be 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 teacher substitutes to take other trainings such as Sexual Harassment/Workplace Discrimination or Emergency Preparedness, the substitute teachers</del> <b>ubstitute shall complete the trainings and be paid for the</b></p>	<p>The language updates to match new state law and guarantees pay for all mandatory training.</p>



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<p><b>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.</b></p>	
<p>Article 10.A - H</p> <p><i>Updated:</i> ALL NEW LANGUAGE</p>	<p>Language is updated to reflect improved process and <u>PAT grievance-win</u>.</p> <p>Substitutes no longer are required to sign-up for a day of work in order to claim sick leave.</p> <p>Substitutes are able to transfer sick leave from other districts into PPS system</p> <p>Substitutes may take sick leave to care for family members – improved list of individuals who are part of a “family.”</p> <p>Substitutes may not take a sick day and work for another school district on the same day.</p>
<p>Article 11 – Grievance Procedure</p>	<p>The changes are updated for clarity and:</p> <ol style="list-style-type: none"> <li>1. Discrimination claims are not part of the arbitration process</li> <li>2. Only the PAT may approve a grievance moving to Arbitration</li> </ol>
<p>Article 12.B</p> <p><i>New:</i> <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.</b></p>	<p>Rather than add \$2 per year to dental insurance, PAT members and PPS will split the increase.</p> <p>This protects PAT members from large spikes in insurance costs.</p>
<p>Article 12.E</p> <p><i>New:</i> <b>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).</b></p>	<p><u>PAT was able to move the district to accept substitute insurance eligibility from 70 days to 25 days for substitutes who already had insurance.</u></p> <p>For <u>substitutes who did not have insurance the eligibility was reduced to 60 days from 70 days.</u></p>

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<p>Article 13.D</p> <p><i>Updated:</i> If a substitute fulfills an assignment at District- designated schools they will receive an incentive of <b>at least Ten Fifteen (105)</b> additional dollars for a full day and <b>at least five ten (\$10)</b> additional dollars for a half day. The District <b>may designate a school as an incentive school at any time, for the remainder of the school year.</b> <del>will decide by the first day school year for the upcoming school year, which schools would have incentive pay. The District and</del> will provide the list of <b>incentive schools</b> to PAT <b>and in the absence management system.</b> <del>It is up to the District</del> <b>has</b> discretion to determine what schools <b>will qualify for</b> <del>would receive</del> incentive pay. <b>The District may require paid professional development as a prerequisite for qualifying for incentive pay.</b></p> <p><b>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.</b></p>	<p><u>Key Changes to Incentive Pay:</u></p> <ol style="list-style-type: none"> <li>1. <u>District can name schools for incentive at any time in the year.</u></li> <li>2. <u>Pay increased to “at least” &amp; 15 for full-day, \$10 for half-day</u></li> <li>3. <u>The District may require paid PD in order to qualify for incentive.</u></li> <li>4. <u>If substitute works at least 87 days each year in incentive schools, substitute will receive an additional \$10 per day (making the 88<sup>th</sup> day on \$25 a day over regular rate).</u></li> </ol>
<p>Article 13.E</p> <p><i>New:</i> <b>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.</b></p>	<p>Any substitute who works at least 10 days in incentive schools may accept a full-day paid PD day. *Keep in mind that paid PD counts toward insurance eligibility and sick-leave accrual.</p>
<p>Article 13.F</p> <p><i>New:</i> <b>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.</b></p>	<p>Any substitute who works 25 days or more in an incentive school will get an interview in an incentive school for any position for which they are qualified.</p> <p>This helps educators in our substitute ranks break into a regularly-employed position.</p>
<p>Article 14.A</p> <p>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<b>24</b>. The wage rates for all employees <b>and sick leave accruals (for those employees still employed with the District) in this agreement shall be retroactive to July 1, 2020</b><del>16</del>.</p>	<p>If ratified, contract will run from July 1, 2020 – June 30, 2024. PAT substitutes will have a stable CBA for three more years.</p> <p>All <u>pay and sick leave accrual</u> is <u>retroactively applied</u> going back to July 1, 2020.</p>

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<p>MOU: “Substitute Systems and Assignment of Substitutes”</p> <p><i>Update:</i> Two paragraphs deleted because they do not reflect what is actually happening.</p> <p>Seven new descriptors of how the District must work for a new substitute-finder system actually reflect current rights and conditions.</p>	<p>The MOU was originally written when PPS began to use AESOP sub-finder back in 2011. The purpose of the MOU is to protect substitute working conditions if PPS is unable to continue using AESOP (now Frontline).</p> <p>Since that time, software systems have changed, and it is clear that it is no longer desirable to return to the old phone-call based substitute assignment system.</p> <p>The change protects the interest of all PAT substitutes.</p>
<p>MOU: “Bargaining Process”</p> <p><i>Update:</i> Delete full MOU from contract</p>	<p>The MOU only impacted the year 2018 – 2019. It is no longer applicable to any element of the contract. Therefore, we approved its removal.</p>
<p>MOU: “Committee Discussions to Improve Fill Rates”</p> <p><i>New:</i> <b>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.</b></p>	<p>PAT and PPS mutually recognize the importance of providing stable licensed educator instruction to our traditionally underserved students who attend “incentive schools.”</p> <p>The parties recognize that the idea of additional pay and paid PD may not significantly impact fill-rates in these schools.</p> <p>Because the low fill-rates (often below 75% of jobs filled) harm regularly-employed educators and students, the parties agree to form a committee to brainstorm ideas whose implementation will improve the working and learning conditions in incentive schools for everyone involved.</p>