

# **AGREEMENT**

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

Substitute Educators

**I**

**2024**

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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 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 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 mean 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 District property, use District facilities and equipment, use District mail services, teachers' mailboxes, 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.
- 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 substitutes' 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 meetings. The District shall pay up to three (3) substitutes a half-day release time for attending the meetings.

H. The District will grant up to five (5) substitutes identified by the Association reasonable time

The District, upon appropriate authorization of the

B. Personnel File

1. A substitute shall be provided a copy of any materials relating to their work performance if such materials are to be placed in that substitute's personnel file.

2. Materials related to an incident, other







- 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.

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6. If the substitute had accepted a u



protected classes.

C. Non-reprisal for Grievances

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

D. Academic Freedom

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 classroom educator or when students finish the planned lesson early.

Assault, Student Grades and Discipline

When the substitute 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 shall have the same rights in administering student discipline and student health procedures as the classroom educator 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 rem

100 H

classroom

110 W

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F. Personal Injury

condition to 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 effort to enhance the security of all school grounds as may be required through the use of necessary lighting and other safety precautions. The District will post a notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the workplace.

2. Substitute educational programs for students working with students and in hard to reach locations, including but not limited to, Voice over Internet Protocol (VOIP) device or other communication device (e.g. walkie-talkie) access.
3. Professional education provided substitute teachers will include class list, caseload(s), and relevant behavior plans. This includes a schedule of IEP sessions for the day(s) the professional educator

submitted to the school office.

L. Substitute Report Form

. The District and the Association shall use a mutually agreed-upon electronic Site Report Form for use by substitutes 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 Human Resources department shall review submitted Site Report Forms and promptly work with site administrators to ensure that substitutes are provided with needed materials and information. The Human Resources department shall, upon request, provide this information at substitute contract administration meeon1 6 upon

substituting.

H. Substitute teaching in regularly-scheduled night school and year-round school shall be counted as half-day or full-day as outlined in Article 8.A and B for the purpose of calculating benefits eligibility.

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

J. The District may provide trainings to a 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 hourly rate (Daily Rate of Pay divided by 7.5).

The District may incorporate completion of such trainings into the job assignment process, provided it does not interfere with absent educators' ability to offer jobs directly to their preferred substitute.

K. Substitutes must complete the District's annual mandatory trainings to be eligible to accept substitute assignments and remain on the substitute list. After the Human Resources department verifies completion of such trainings, the substitute will be paid for the trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).

L. Any substitute may engage in asynchronous District approved trainings during the classroom educators planning period, time permitting.

M. Minimum Workday Requirements

A substitute 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. The requirements of this subsection M do not apply to District regular part-time educators.

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

## **ARTICLE 9 – SICK LEAVE**

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.

DIGS A

~~District~~ D ID LOSS -

~~Classified~~ substituted may use District-accrued sick leave

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grievance shall be filed in a separate grievance file which shall constitute a

## SECTION D - ARBITRATION

If the decision of the Superintendent or Superintendent's Designee is not acceptable, the grievance



1. A substitute must have worked the equivalent of fifty-five (55) full work days in the preceding school year. These days are inclusive of PPS paid sick days taken and training days.
  2. If a substitute accepts an offer to fill a temporary position, days worked in the temporary position shall count toward 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.
  3. Substitutes must be fully available to work as a substitute 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

D. Incentive Pay

If a substitute fulfills an assignment at a District-designated school they may receive an increased rate of pay, as designated by the District. The District will publish the incentive school and incentive rate of pay prior to the start of the school year. Substitutes will be paid at least fifteen (15) additional dollars for a full day and at least ten (10) 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. The District will provide the list of incentive schools, and incentive rate of pay, to PAT and in the absence management system. The District has discretion to determine what schools will qualify for incentive pay, and the incentive pay amount. The District may require paid professional development as a prerequisite for qualifying for incentive pay.

Substitutes will receive an additional ten (10) dollars 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 Human Resources department will provide one day of paid professional development offered to any substitute who works at least eighty-seven (87) full days in the prior school year at incentive pay schools identified in Article 12D.

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 12.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 Human Resources department that they have applied for an open position at an incentive pay school.

G. Work Incentive

A substitute educator who has worked seventy percent (70%) of the student contact days in the first time period will receive a \$250 cash incentive. A substitute educator who has worked eighty seven percent (87%) of the student contact days in the first time period will receive an additional \$100 cash incentive. A substitute educator who has worked seventy percent (70%) of the student contact days in

3. A substitute educator who has worked seventy percent (70%) of the student contact days in the third time period will receive a \$450 cash incentive. A substitute educator who has worked eighty seven percent (87%) of the student contact days in the third time period will receive an additional \$150 cash incentive, for a total of \$600.
4. All incentives will be paid to the member at the completion of the next payroll cycle following the applicable time period. Members may earn incentives in each or all time periods and the earning of such incentives will not be dependent on having worked in another time period. Time periods and corresponding dates are determined by the district and will be shared with PAT and updated annually in the substitute handbook prior to the first student contact day.

### **ARTICLE 13 – 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, 2026.
- B. The District agrees to print 200 additional copies as needed of this Agreement to be delivered to the Association to provide to substitutes. A copy of the Agreement shall also be provided to any newly hired substitute, upon request.
- 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.
- 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**



## **MEMORANDUM OF UNDERSTANDING**

### **Substitute Systems and Assignment of Substitutes**

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

**MEMORANDUM OF AGREEMENT**

Between

Portland

4. Guaranteed Minimum Workdays
  - 4.1. The District will ensure the fixed schedule reaches a minimum of 135 working days per year to equate to a year of experience for regular teaching positions.

#### Professional Development

##### A. Required Training:

- a. Regional substitutes are required to attend the District's professional development calendar/days and will be compensated at the incentive rate.
- b. Training will be on district curriculum, classroom management, and other essential teaching skills.

##### B. Experience and Career Progression:

- a. If working all fixed scheduled days, recognize the 135 days worked as a year of teaching experience, facilitating career progression.
- b. Collaborate with PSU and other institutions to support student teachers and provide pathways for substitutes to transition to full-time teaching roles.

#### Operational Considerations

##### A. Assignment and Scheduling:

- a. When possible, the District will assign substitutes consistently to specific grade bands

**APPENDIX A**

VIA [DELIVERY METHOD]

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[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  
inb

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