

Regular Meeting
Tuesday, September 14, 2021 6:00 PM

Dr. Matthew Prophet Education Center - Board
Auditorium
501 N. Dixon St
Portland, OR 97227

Agenda

1. 6:00 pm - Opening
2. 6:05 pm - Resolution in Celebration of Latinx Heritage in Portland Public Schools (Resolution 6364) *Vote- Public Comment Accepted*
3. 6:10 pm - Consent Agenda: Resolutions 6365 through 6368 *Vote- Public Comment Accepted*
 - 3.(a) Resolution 6365: Adoption of the Index to the Minutes
 - 3.(b) Resolution 6366: Expenditure Contracts
 - 3.(c) Resolution 6367: Revenue Contracts
 - 3.(d) Resolution 6368: Settlement Agreement
4. 6:20 pm - Student and Public Comment
5. 6:35 pm - Student Representative's Report
6. 6:40 pm - Board Committee and Conference Reports
7. 6:50 pm - Update: Back to School
8. 7:05 pm - Agreement Between the Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon (Resolution 6369) *Vote- Public Comment Accepted*
9. 7:25 pm - Agreement between Portland Association of Teachers Substitute Teachers and School District No. 1J, Multnomah County, Oregon (Resolution 6370) *Vote - Public Comment Accepted*
10. 7:45 pm - Reflections on the First Day of School
11. 8:00 pm - Report: Summer Programming
12. 8:20 pm - First Reading of Policy Rescissions
13. 8:30 pm - Other Business / Committee Referrals
14. 8:35 pm - Adjourn

RESOLUTION No. 6364

Resolution in Celebration of Latinx Heritage in Portland Public Schools

RECITALS

- A. Hispanic Heritage Week, which began in 1968 under President Lyndon Johnson, was expanded to National Hispanic Heritage Month by President Ronald Reagan and enacted into law in 1988 to cover a 30-day period starting on September 15th, the day that represents the anniversary of independence for five Latin American countries;
- B. This year marks the 200th anniversary of the independence of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua from Spain in September of 1821. We also acknowledge the independence of Belize from the UK, Chile and Mexico's independence from Spain in 1810, and Brazil's independence from Portugal in 1822.
- C. Hispanics and Latinos have always enriched and positively impacted our community. From those whose roots trace back generations to those who have recently arrived to pursue the promise of the United States; they represent the spirit of our American Dream; that with hard work and an education, you can build a better life for yourself and a better future for your children.
- D. Hispanics and Latinos make profound contributions to our community and our nation and continue to make advances in education, science, art, culture, and public service and have been a consistent and vital influence in our community's growth and prosperity.
- E. More than sixteen percent of enrolled students in the Portland Public Schools are Hispanic and/or Latino;
- F. Hispanics and/or Latinos comprise almost ten percent of our employees and contribute to the accomplishment of PPS's mission at every level within every department and division of the District;
- G. Our schools honor and preserve the linguistic and cultural assets of Latinx students through student clubs like MECHA and enrichment programs such as our Dual Language Immersion and Ethnic Studies courses, with the option to obtain a seal of Biliteracy upon graduation that honors and enriches the diverse backgrounds of our heritage Spanish-speakers, while exposing non-Spanish speakers to diverse multilingual and multicultural perspectives;
- H. Our district and our community is strengthened by the support and advocacy of organizations like Latino Network, Hacienda CDC, the Hispanic Metropolitan Chamber, Verde, Milagro Theater, and El Programa Hispano;
- I. We recognize that when we lift up Hispanic/Latino students, staff, families, and community members, we strengthen the fabric of our entire district; when we create more pathways to educational opportunity, we provide the chance for all students to reach their greatest potential;
- J. Understanding, recognizing, and promoting the assets of our Hispanic and Latino students, staff, families and community is an important part of celebrating Hispanic Heritage Month;
- K. Portland Public Schools' core value of Racial Equity and Social Justice is that we believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts – and builds leaders to disrupt – systems of oppression;
- L. At no time in our community's history has the need to work together been more necessary, and it is important that residents of Portland join in a spirit of welcoming and inclusiveness to embrace the talents and contributions of all residents, including Hispanic and Latinx members of our community;
- M. Portland Public Schools has a Racial Education Equity Policy that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable gap for students of color and to give each student the opportunity and support to meet his or her highest potential;

- N. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent, and all district staff; and
- O. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

RESOLVED

- I. The Portland Public Schools Board of Education hereby promotes September 15th through October 15th as Hispanic Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and contributions of Hispanics and Latinos to Portland, Oregon, and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

RESOLUTION No. 6365

The Following Index to the Minutes are offered for Adoption

- 8/10/2021 – Special Meeting
- 8/24/2021 – Regular Meeting



Index to the Minutes

(Draft for Approval)

Regular Meeting

August 24, 2021

Attendance

Present: Chair DePass; Vice-Chair Scott; Directors Brim-Edwards, Greene, Hollands, Kohnstamm, and Lowery; Student Representative Weinberg

Absent: None

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6362	Resolution to adopt the Index to the Minutes.....	03
6363	Expenditure Contracts that Exceed \$150,000 for Delegation of Authority	04

Actions Taken

- **Consent Agenda – Resolutions 6362 through 6363**

Director Scott moved and Director Kohnstamm seconded the motion to approve the Consent Agenda, including Resolutions 6362 through 6363. The motion was put to a voice vote and passed (7 yes – 0 no), with Student Representative Weinberg voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

RESOLUTION No. 6362

The Following Index to the Minutes are offered for Adoption:

- 08/10/2021 - Regular Meeting

RESOLUTION No. 6363
August 24, 2021

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
					Certified Business
The College Board	9/1/21 through 6/30/22	Personal Services PS 90521	PSAT testing for all sophomores in fall 2021 and SAT without essay testing for all juniors spring 2022. Direct Negotiation – Unique Knowledge or Expertise PPS-46-0525(4)	\$171,125	S. Bird Fund 101 Dept. N/A (nonprofit)
CommonLit, Inc.	8/25/21 through 8/1/23	Digital Resource DR 90533	CommonLit assessment series and library of texts, lesson plans, and digital tools for student reading comprehension. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$175,000	S. Bird Fund 458 Dept. 5445 Project DC160 No
Instructure, Inc.	8/25/21 through 7/31/24	Digital Resource DR 90582	Canvas cloud learning platform subscriptions – 40,600 student licenses plus professional development. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$612,690	S. Bird Funding Source Varies No
Lexia Learning Systems	8/25/21 through 8/5/23	Digital Resource DR 90530	Reading, literacy, and ESL tools including licensing, professional development, and implementation support. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$1,596,850	S. Bird Funding Source Varies No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source
School Health Corp. dba Palos Sports	8/25/21 through 9/30/23 Option to renew for two additional one-year terms through 9/30/25	COA 90566 Region 14 Education Service Center OMNIA Partners	Purchase of physical education equipment and supplies on an as-needed basis.	\$1,000,000	S. Bird Funding Source Varies
The Home Depot Pro	8/25/21 through 12/31/26 Option to renew for one additional year through 12/31/27	COA 90578 Maricopa County OMNIA Partners	Purchase of maintenance, repair, operating supplies, and industrial supplies and related installation services as-needed for Bond program.	\$3,000,000	C. Hertz Funding Source Varies
Wenger Corporation	8/25/21 through 11/1/22 Option to renew for two additional one-year periods through 11/1/24	COA 90577 Region 4 Education Service Center OMNIA Partners	Purchase of performing arts apparel, instruments, furnishings, storage, and related services on an as-needed basis for Bond program.	\$3,000,000	S. Bird Funding Source Varies

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 6365

The Following Index to the Minutes are offered for Adoption

- 8/24/2021 – Regular Meeting

RESOLUTION No. 6366

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
					Certified Business Status*
Cumming Management Group, Inc.	9/15/21 through 7/28/25 Option to renew for up to four additional one-year terms through 7/28/29	Related Services RS 90437	On-call cost estimating for the 2020 Bond Program. Request for Proposals 2020-2860	Not to Exceed \$3,000,000 through all renewals	C. Hertz Funding Source Varies
					None
Dreambox Learning, Inc.	9/15/21 through 8/25/23	Digital Resource DR 90616	Purchase of Dreambox Math online program. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$1,208,129	S. Bird Funding Source Varies
					None
Wilson Language Training Corp.	9/15/21 through 9/14/22	Digital Resource DR 90655	Purchase of Wilson Language Foundations curriculum. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$200,675	S. Bird Funding Source Varies
					None
The Art of Education University, LLC	9/15/21 through 9/14/28	Digital Resource DR 90656	Purchase of arts curriculum and professional development. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$301,770	S. Bird Funding Source Varies
					None
Imagine Learning	9/15/21 through 9/14/24	Digital Resource DR 90657	Purchase of Spanish Dual Immersion curriculum and professional development. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$307,200	S. Bird Funding Source Varies
					None
Quaver Music	9/15/21 through 8/27/23	Digital Resource DR 90658	Purchase of music curriculum. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$157,920	S. Bird Funding Source Varies
					None
		Personal Services		\$162,579	S. Bird

Catapult Learning West, LLC	9/15/21 through 8/31/22	PS 90660	Design and implement supplemental instructional programs for Title I students enrolled in private schools. Request for Proposals 2016-1922		Fund 205 Dept. Varies Grant G2050
					None
Smartest EDU, Inc.	9/15/21 through 9/14/23	Digital Resource DR 90685	Purchase of formative teaching and assessment solution. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$161,500	S. Bird Funding Source Varies
					None
Unite Oregon	10/1/21 through 9/30/25	Personal Services PS 90689	Provide family outreach and engagement services through the BUILD Parent Leadership Development and Parent Leadership Walks initiatives. Sole Source Justification under Federal procurement rules	\$477,475	S. Bird Fund 205 Dept. 5438 Grant G1827
					None

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source
Portland Mechanical Construction, Inc.	9/15/21 through 9/26/21 Option to renew for two additional one-year periods through 9/26/23	COA 90622 City of Vancouver	On-call heating, ventilation, and conditioning services at all district locations. Scope is limited to minor repair services and not construction.	\$500,000 through all renewals	C. Hertz Funding Source Varies

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
North Clackamas School District	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90642	Regional services for students with Autism Spectrum Disorder.	\$401,500	S. Bird Fund 205 Dept. 5430 Grant G2070
Lake Oswego School District	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90665	Regional services for students with Autism Spectrum Disorder	\$166,100	S. Bird Fund 205 Dept. 5430 Grant G2070
West Linn-Wilsonville School District	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90687	Regional services for students with Autism Spectrum Disorder	\$168,300	S. Bird Fund 205 Dept. 5430 Grant G2070

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 6367

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Wallace Foundation	9/1/21 through 8/31/22	Revenue R 90675	Education Leadership Development	\$1,790,000	S. Reese Fund 299 Dept. 9999 Grant S0455

NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Centennial School District	8/24/2021 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90584	Columbia Regional Program will provide Centennial SD with school age classroom services for children who are Deaf/Hard of Hearing.	\$216,825	S. Bird Fund 299 Dept. 5422 Grant S0031
Oregon Commission for the Blind	7/1/21 through 9/30/22	Intergovernmental Agreement / Revenue IGA/R 90628	Project to provide pre-employment transition services to students with vision loss who are transitioning from high school into employment settings.	\$185,500	S. Bird Fund 205 Dept. 9999 Grant G2075
Northwest Regional Education Service District (NWRES D)	9/1/21 through 9/30/22	Intergovernmental Agreement / Revenue IGA/R 90641	NWRES D will provide reimbursement for approved expenses of CRP’s Blind/Visually Impaired services.	\$246,266	S. Bird Fund 205 Dept. 9999 Grant G2076
State of Oregon	7/1/21 through 6/30/23	Intergovernmental Agreement / Revenue IGA/R 90664	Farm to School grant for purchase of food from Oregon producers.	\$204,725	C. Hertz Fund 202 Dept. 5570 Grant TBD
State of Oregon	7/1/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90676	State Headstart funding for 21-22 school year.	\$5,799,811	S. Bird Fund 205 Dept. 6303 Grant G2066

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6368

Settlement Agreement

The authority to pay \$42,000 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a former student in a form approved by the General Counsel's Office.



**FORWARD
TOGETHER**

BACK TO SCHOOL 2021

Prioritizing a healthy in-person learning experience
for every PPS student, educator and partner.

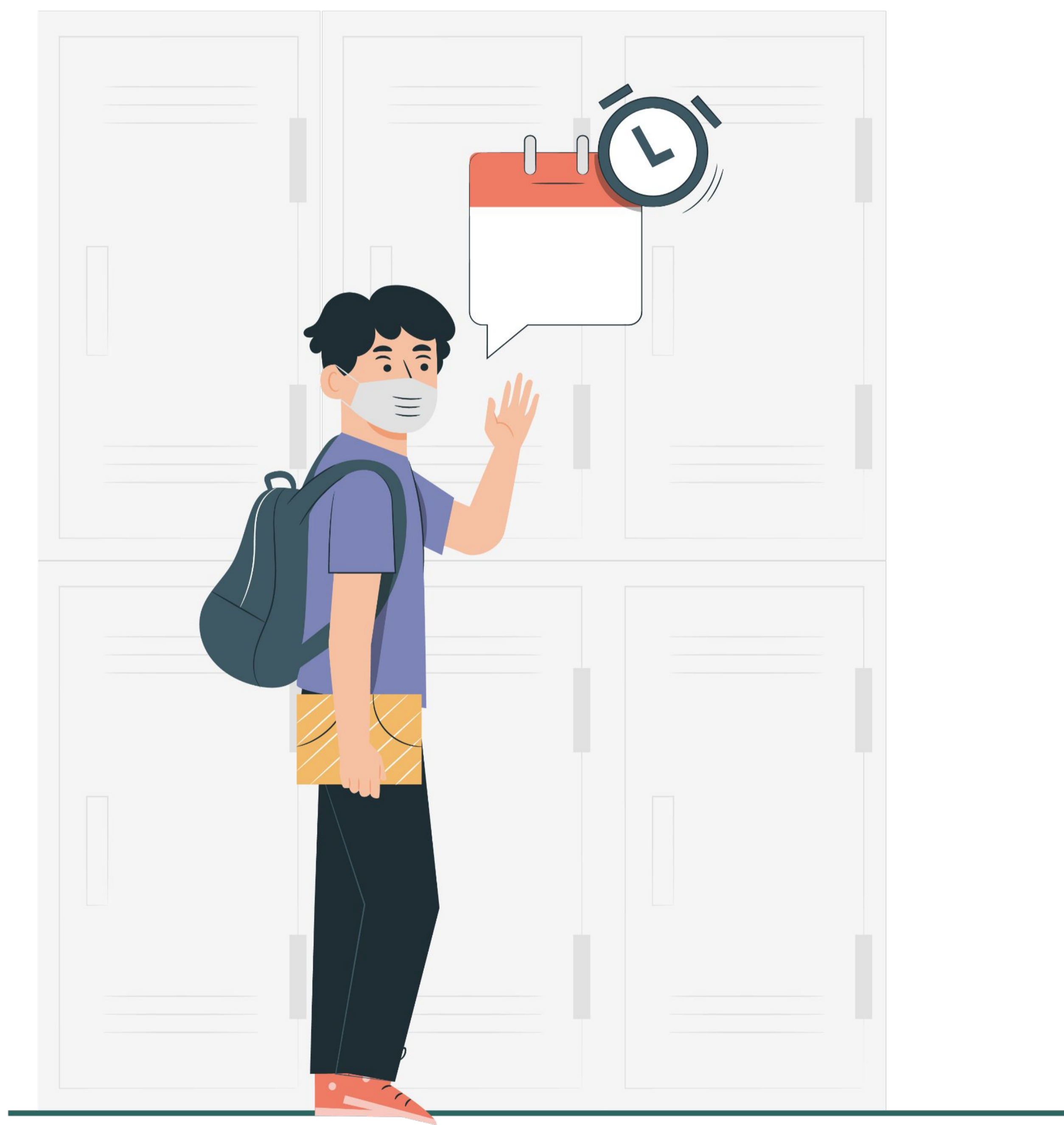
September 14, 2021



Portland Public Schools



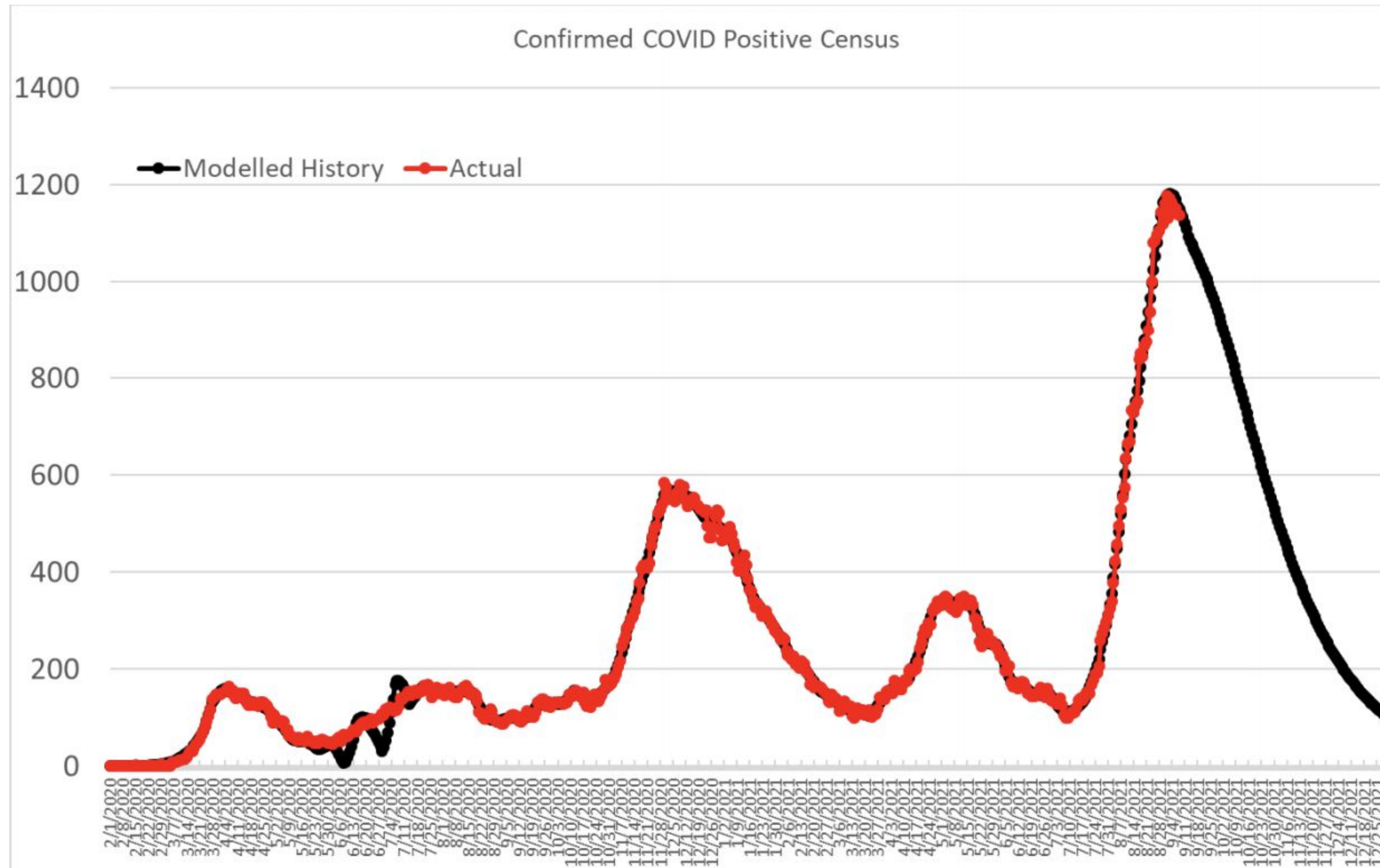
Tonight's Update



- **Health and Safety Efforts Against COVID-19**
- **2021-2022 Preliminary Student Enrollment**
- **2021-2022 Staffing**
 - **School Bus Driver Shortage**
- **Update on Online Learning Academy**



COVID-19 Positive Forecast



Model: The OHSU state hospital census forecast is an SIR model that includes traditional assumptions about first transmission (2/1/2020), doubling rate (5 days), days from exposure to admissions (12 days), length of stay (8 days, 13 days for ICU), and recovery period (14 days). It has an innovative feature which is that it includes a factor that moderates transmission rates which is called policy effectiveness. The factor is estimated historically for key policy dates and/or weekly intervals. It also allows future policies to be projected.

Lead OHSU Data Scientist predicts a steady decline in confirmed COVID positivity over the next 2-3 months.

Source:
OHSU COVID Forecast Model



PPS.net/COVID19Dashboard

1

You can select a specific time period (“date range”) or school building.

2

Provides the number of reports of students or staff who have been asked to isolate or quarantine by school building

3

Isolation: Individuals who have tested positive for COVID-19 or are presumed to have virus. These individuals have been asked to separate from others who are not sick.

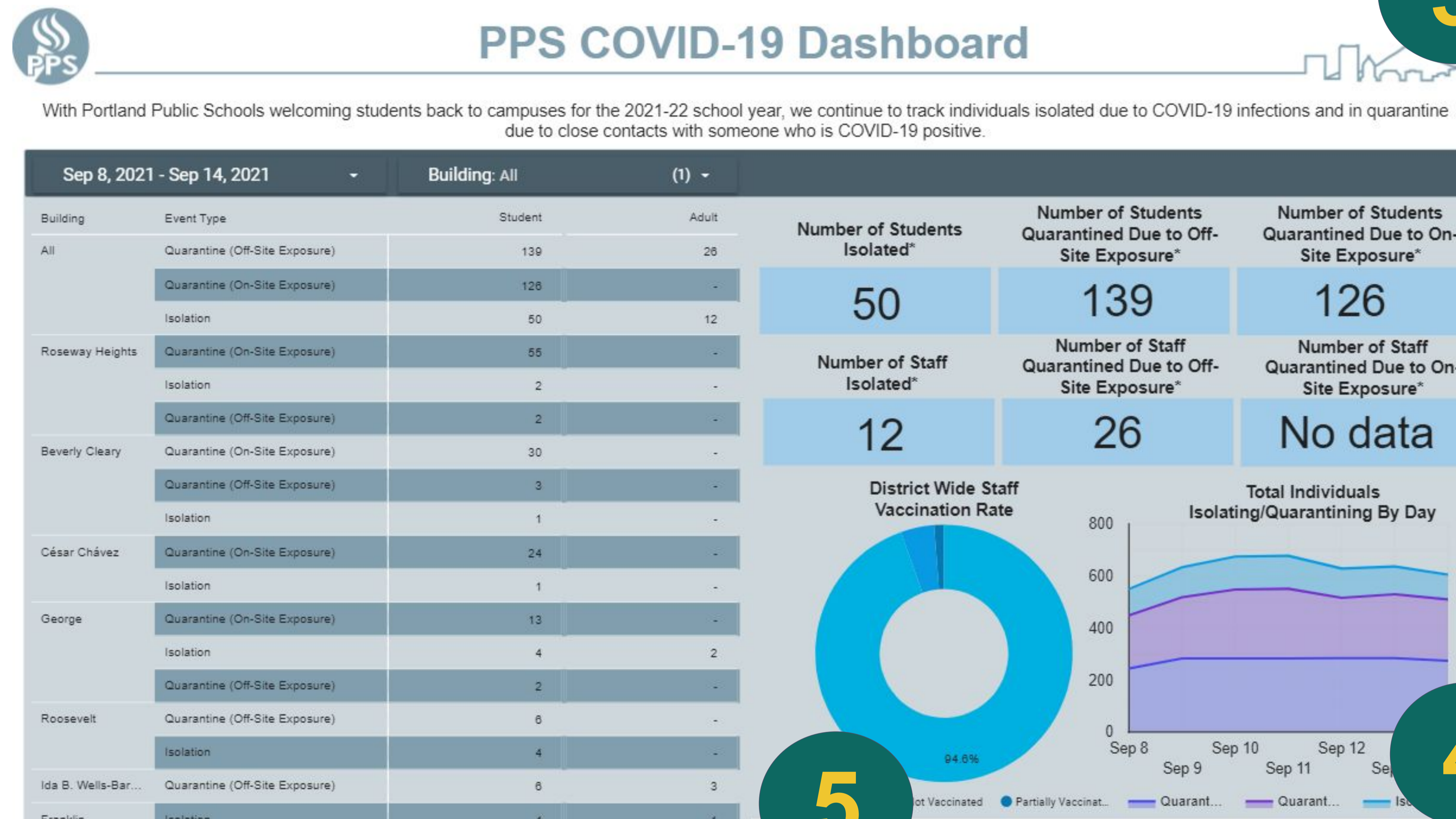
Quarantine Numbers: Individuals who are asked to separate from others because they have been in close contact with someone who is COVID-19 positive or is presumed to have the virus.

4

Daily monitor highlights the total number of individuals who are quarantining and/or isolating by day.

5

Vaccination rates of PPS staff





COVID-19 Vaccinations

PPS Staff

95 percent of all PPS staff are fully vaccinated against COVID-19.

Over 1 percent of PPS staff are in the process of completing their vaccinations.

PPS Students

Families will receive a communication on Thursday (9/16) requesting they provide us information to better understand:

- The Number of Students (ages 12 and older) vaccinated against COVID-19.
- The Number of Families of younger students (age 5 to 11) who would like to access to the vaccine at their schools, when available.





COVID-19 Vaccinations

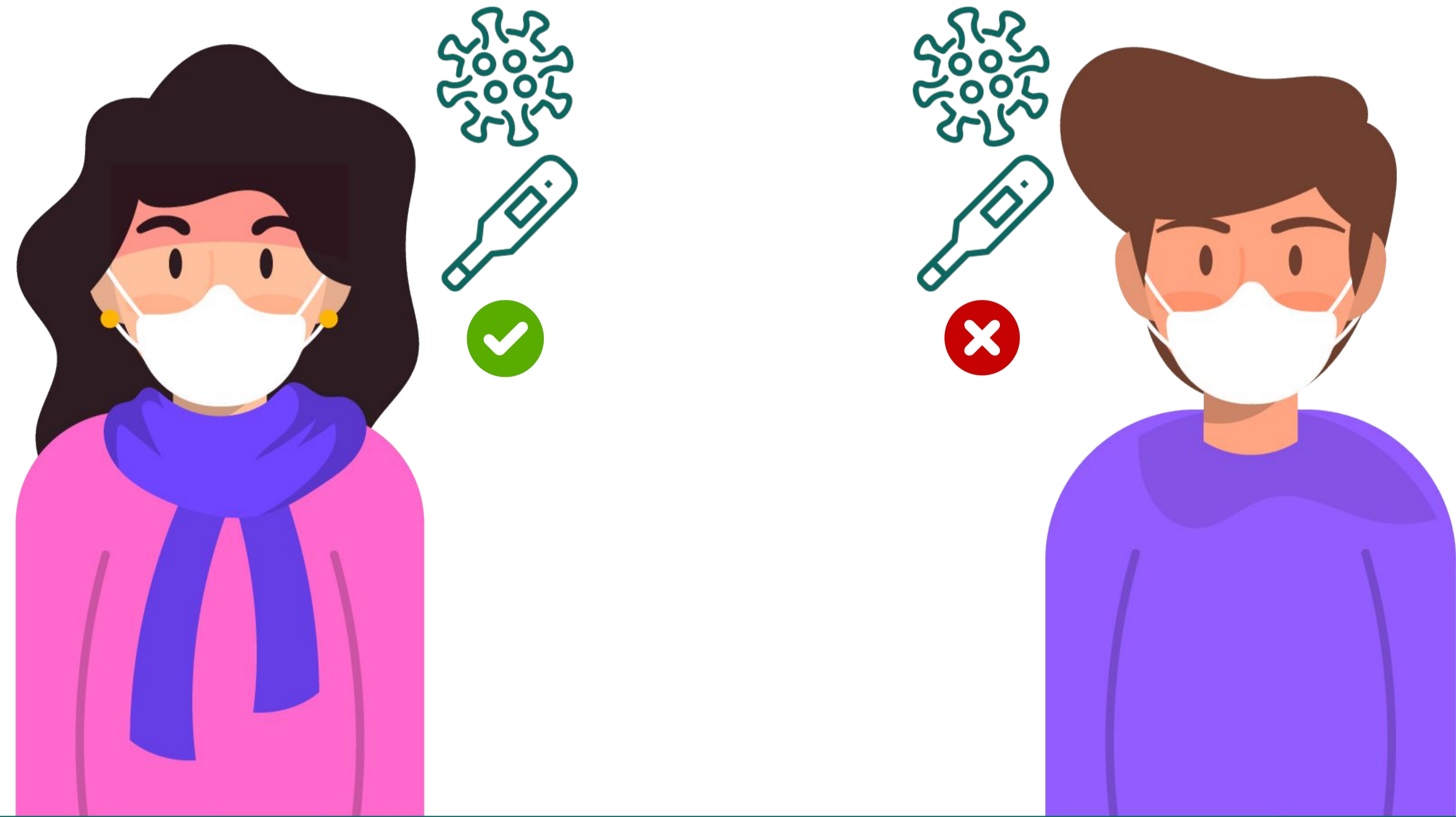
Upcoming:

PPS Board of Education Work Session to Discuss COVID-19 Vaccination Requirement for Eligible Students





COVID-19 Testing



We are providing three types of testing for staff and students:

1. PPS continues to partner with MESD and OHA to provide onsite diagnostic testing for symptomatic students and staff.
2. In partnership with OHA, PPS is providing weekly testing for staff who are not yet fully vaccinated through an at-home testing program.
3. Statewide screening testing for students, in collaboration with Oregon Health Authority, OHSU, Multnomah County and our health partners at MESD is in development and more information will be shared as we receive it.
 - One PPS school has been selected to participate in the pilot program that OHSU is conducting.



Upcoming Family Communication



Introducing our COVID-19 Dashboard
September 14

Responding to COVID-19 Scenarios in Schools
September 16

Student Vaccination Survey
September 16



Instruction During Quarantine



- Students in quarantine must have access to coursework.
- There are multiple ways students can stay connected to their classroom
- We will have district provided materials for K-5 students available on the district website beginning Monday, 9/20/2021



Preliminary Student Enrollment



We welcomed **3,110 new PPS Kindergarten students** and families!

2021-2022 Enrollment Projections:
45,623 (2.9% ↓)

As of September 14, 2021

Grade	Actual 19/20 (Oct 1)	Actual 20/21 (Oct 1)	Actual 21-22 (As of Sep 14)	Change 20/21 - 21/22
Kindergarten	3,659	3,044	3,110	2.2% ↑
Elementary (1st to 5th Grade)	18,551	17,517	16,809	4.0% ↓
Middle (6th to 8th Grade)	10,820	10,685	10,600	0.8% ↓
High (9th to 12th Grade)	12,510	12,742	13,769	8.1% ↑
Total	45,540	43,988	44,288	0.7% ↑

Update on School Staffing

As of September 14, 2021



143

Classroom
Vacancies
(down from
350 vacancies
on Aug 1)

40

Full Time
Custodial
Vacancies
(Total: 352
Positions)

School Bus Driver Shortage



80

Bus Driver
Vacancies
(Includes First
Student)

54

Bus Drivers in
Training

To help make up for the **shortage**, we continue to:

Alter pick-up and drop-off times for routes throughout the district to allow buses to run multiple routes.

Enlist staff in our Transportation Department office who are licensed to drive a school bus to take a route.

Maximize use of smaller vehicles, including vans and contracted taxi services, and using other transportation methods.



Online Learning Academy



- Online Learning Academy continues to welcome students off the waitlist as space becomes available.
- Online Learning Academy is onboarding additional teachers.

As of September 14, 2021

Grade	Enrolled	Waitlist
Kindergarten	46	44
First	60	42
Second	63	95
Third	57	87
Fourth	60	80
Fifth	64	101
Sixth	44	78
Seventh	44	66
Eighth	26	53
Ninth	38	0
Tenth	62	0
Eleventh	46	2
Twelveth	41	0
	651	648



Thank you.



RESOLUTION No. 6369

Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon, Ratification of the Letter of Agreement – Health and Safety August 31, 2021

RECITALS

Portland Public Schools and Portland Association of Teachers (PAT) came to agreement over COVID related health and safety concerns.

RESOLUTION

The Superintendent is authorized and directed to execute the ratification of the Letter of Agreement regarding health and safety between the PAT and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

Letter of Agreement
PPS and PAT - Health and Safety
August 31, 2021

Preamble

Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”) recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators and staff who work in service of our students.

The District and the Association share in the strong belief of being guided by public health and science to establish effective health and safety measures to keep students and staff as healthy and safe as possible against COVID-19.

The District and the Association agree to the following measures against COVID-19 to maximize safety conditions in our schools.

This agreement is between Portland Public Schools (“the District”) and the Portland Association of Teachers (“the Association”), together, “the parties.” Unless expressly altered by this Letter of Agreement (LOA), the existing collective bargaining agreement (CBA) remains in full effect.

The duration of this (LOA) is for the remainder of the 2021-2022 school year. The parties agree that this LOA is intended to address COVID related safety and working condition issues. This language does not limit the Association from demanding to bargain over newly developed COVID conditions that impact safety or working conditions. An agreement regarding working conditions will be addressed by both parties once safety terms contained in this LOA have been ratified by the parties.

1. School administrators are required to exclude staff and students from school whom they have reason to suspect have been exposed to COVID-19. The District will adhere to the standard operating procedures outlined by Multnomah County and MESD public health officials to determine appropriate isolation and quarantine procedures.
2. School administrators will plan for and maintain health care and space that is appropriately supervised and adequately equipped for providing first aid and isolating the sick or injured student.
3. PPS shall comply with the statewide and Multnomah County mask-mandate, and provide KN-95 masks to any educator who requests them, subject to availability.
4. There is a protocol for educators, without loss of pay, to self-isolate as a way to respond to local school-based outbreaks or their own COVID symptoms.
5. The District will continue to have a Safety Committee at each school. The Safety Committee must include one to two PAT members selected by the Association members in the building. Safety Committees will complete their tours prior to student occupation of the space on September 7th. Building Safety Committees will follow a jointly produced safety checklist. If a safety provision is not in place, it will be corrected prior to the room being utilized for in-person instruction. If a professional educator has a safety concern after the initial tour, the professional educator will bring that concern to the administrator. After student instruction begins, if a room does not meet the agreed upon safety protocol and changes cannot be made within a reasonable amount of time, the room will not be used for in-person instruction until safety conditions are met. Educators on the safety committee will receive substitute educator assistance, or if the committee meets during educator-directed time, the educator can do an equivalent amount of educator-directed time outside of the workday at their hourly rate. Educators shall be provided room checklists to use on a daily basis if necessary to ensure that safety guidelines in rooms are maintained.

6. Professional educators who cannot receive vaccinations due to verifiable medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, who live with immunocompromised children under age 12, verified by a licensed physician, or who cannot receive the vaccination due to bona fide religious reasons, will notify PPS HR of their need for reassignment to an appropriate distance learning position for the duration of the 2021-2022 school year, if available. The District will make every reasonable and good-faith effort to effect the availability of the positions, and educators with medically related needs will receive priority for the placements. If no suitable placement is available, the educator may apply for a FMLA/OFLA leave; if the educator does not qualify for a FMLA/OFLA leave they may request, and be granted, an unpaid leave of absence for the duration of the school year. Educators on a leave of absence under this provision shall return to work with the rights listed under 17.5.1 of the existing CBA.
7. In addition to positions created by OLA roles, the District will make available at least five (5) additional remote work positions dedicated to supporting students who are in quarantine due to COVID. Each of these positions will be reserved for professional educator who cannot receive vaccinations due to medical conditions verified by a licensed physician, who live with at-risk family members who have not been vaccinated due to a medical condition verified by a licensed physician, or who live with immunocompromised children under age 12 verified by a licensed physician. The District will make assignments to OLA positions first, and then make assignments to available COVID student support roles. The district and the Association will convene as needed to identify and develop possible additional remote positions. They shall return to paid status upon reporting at the beginning of a semester, or when new distance learning positions (if available) are assigned to them, for work under the terms of Article 17.5.1 of the existing CBA.
8. No educator shall be required to offer both distance learning and in-person instruction simultaneously.
9. The District shall open the Online Learning Academy to any student whose parents wish to opt for an alternative to in-person learning through August 27, 2021.
10. In addition, PPS will repost positions for the Online Learning Academy such that:
 - a. All remaining/new virtual or remote/online only assignments shall be filled by appropriately licensed bargaining unit employees in need of telework accommodations pursuant to 6 of this agreement.
 - b. Bargaining unit members assigned to any virtual or remote/online only assignments because of COVID medical conditions listed under number 6 above shall maintain job protection in their positions at their original school or program as called for in Article 17.5.1 of the existing CBA unless the professional educator waives that right. If the educator does not wish to return to their original school or program they will be unassigned for the following school year. If an educator was reassigned to OLA according to number 6 above and there is a drop in enrollment enough to reduce OLA staff, the staff that were reassigned will return to their previously held position at a semester break, or take a leave of absence (whatever leave is applicable).
 - c. In order to stabilize class assignments for the start of the school year while also allowing for prioritizing remote assignments to PAT members with medical needs, positions at schools and programs that are vacated by PAT members due to their reassignment to OLA/distance learning assignments based on paragraph 6 above will be temporary and might not be filled by regularly-employed PAT members who are already assigned to a position for the 2021-22 school year. It is understood that the District is not required to transfer individuals from current positions to newly open positions because of vacancies created by new OLA/distance assignments.

11. The District will ensure that certain basic safety precautions are in place. The District shall:
- a. Implement and adhere to a layered mitigation strategy to reduce the risk of transmission.
 - b. Develop, and communicate in pre-service professional development, clear health-check protocols for students arriving at school each day. Students or adults exhibiting signs of illness shall be isolated until they can return home.
 - c. Publish the District's "COVID Case Protocol" before students or staff are expected to report to the building for the resumption of in-person education.
 - d. Produce a guide published online based on ODE/CDC guidance for families which explains any risk to students, to families, and to the community that results from the return to in-person education. The document shall explain the layered health and safety protocols the District shall use to create a safe school environment. The document shall be in all six PPS-supported languages, and translation services will produce support, in the form of verbal translations for families who do not speak one of the district-supported languages.
 - e. Notify professional educators, as well as the wider school community, of any incident of COVID-19 infection/outbreak within that building within 24 hours of a confirmed case. Notification shall be by e-mail.
 - f. Notify all directly involved staff of an outbreak within their room/work space and the steps that have been taken/will be taken to sanitize the area before students and staff are allowed to report to that room.
 - g. Provide COVID-19 asymptomatic testing for screening and for-all symptomatic staff and students. Any symptomatic student who is tested (even if they test negative) must remain in a symptom space until they leave school immediately and not return until allowed by the RSSL guidance. If there is positivity, all people exposed (e.g., a school cohort) will follow the quarantine recommendations of the OHA or other governing health authority. The District shall request consent to test students for Covid-19 from student families immediately upon receipt of the forms from OHA: Testing approval forms shall be included in the registration materials given to each family, and follow-up contact with families shall continue until all families have submitted the form. Testing shall be available when the District is in receipt of necessary supplies to perform the testing. Any family who requests support administering the tests shall be assisted by school administration or school health assistants.
 - h. Provide the Association the procedure that will be used to ensure that buildings do not run out of needed cleaning supplies.
 - i. Provide properly working handwashing stations or adequate hand sanitizer for the classroom each week. The District shall also supply sanitizing wipes or spray for each work setting.
 - j. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols, and all students will be required to wear masks except for students who are allowed not to wear a mask under Early Learning Division or RSSL guidelines. In accordance with RSSL, the District shall not serve a student in-person if they or their family choose not to wear a face covering. The District may offer a remote or online option for such students. In situations where students are allowed to not wear masks, professional educators who request shall be provided masks that meet standards equivalent to masks designated as KN95, face shields, protective garments, and gloves. Educators who work in focus classrooms will be provided with these items without having to request the items.

- k. Should a professional educator have concerns about the temperature in their workspace they may contact their administrator who will take reasonable measures to alleviate the situation, including possibly locating a temporary alternative workspace.
- l. The District shall:
 - i. Follow current guidance for ventilation and air quality set forth by the CDC and ODE.
 - ii. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter Inspections.
 - iii. Order a sufficient number of HEPA Air Purifiers to supply one in all rooms/spaces where students are designated to meet with professional educators.
 - iv. Adjust building HVAC outside air dampers such that the damper setting allows for the maximum air exchanges possible.
 - v. Start HVAC systems two hours prior to buildings being occupied to bring fresh outside air into the building and operate HVAC systems continuously while the buildings are occupied and for two hours after occupation.
 - vi. For professional educators whose assignment requires them to be in a facility not operated by PPS, professional educators may work remotely if air purifiers that the district is purchasing or an alternative workspace cannot be provided.
 - vii. Ensure that buildings will increase the amount of fresh outside air that is introduced into the system, and create a plan for air exchange for times when conditions do not allow it.
 - viii. Ensure that buildings use exhaust systems to remove air from indoors to the outdoors; and

Physical Distancing:

12. Support physical distancing in all daily activities and instruction, maintaining at least three (3) feet between students in every learning space.
13. Each educational space will be evaluated to, ensure the maintenance of at least three (3) feet of space between students in rooms, including space for educator and student movement, in accordance with RSSL, which states: "Support physical distancing in all daily activities and instruction, maintaining at least 3 feet between students to the extent possible." For those remaining spaces that do not allow for a full 3 feet, the District will apply the following measures as applicable: Remove ancillary furniture, rearrange desks, change desk types, move or switch larger class sizes with smaller class sizes, and/or repurpose traditional non-classroom spaces to use as classrooms. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met.

If those measures still do not create three feet of social distancing, the District will inform the families whose student will be impacted, and take specific operational practices including, but are not limited to:

- a. The District will measure the per hour air exchange rate of the educational space and will identify measures available to increase air exchange in those spaces. The District will meet with PAT and the members who work in affected rooms to discuss the test results and will make a good faith effort to make improvements.
- b. The District will double the number of HEPA air purifiers required by square footage for the space.
- c. The District will verify all facility support ventilation equipment is operating in an optimal manner. The District will create a record of tests performed in building workspaces during a time of all scheduled students are present. HVAC records will be provided by the District upon request.

- d. The District will provide for two-hour pre and post-occupancy building fresh air ventilation purges.
 - e. The District will not assign students who are not required to wear masks under RSSL guidelines to rooms where three feet of social distancing is not possible.
 - f. The District will not assign educators who have any medical issue, listed in number 6 above, to rooms where three feet of social distancing are not possible.
14. The District will offer two (2) informational sessions, for employees who wish to attend, on District HVAC protocols for school employees to attend. The district will create a process to collect and answer educator questions regarding the HVAC protocols.
 15. Students and staff are required to wear face coverings unless they have a documented exception to the rule.
 16. The District will work with building staff to develop ways to minimize time standing in lines and take steps to ensure that required distance between students is maintained, including marking spacing on floor, one-way traffic flow in constrained spaces, etc.
 17. In all PK-5, and in self-contained grade 6 classrooms, the District will develop stable school-cohorts to manage risks in the potential spread of COVID-19. The District will use the following strategies to create cohorts:
 - a. use cohorts to limit the number of exposed people when a COVID-19 case is identified in the school,
 - b. use cohorts to quickly identify exposed individuals when a COVID-19 case is identified,
 - c. use cohorts to minimize the number of people who may need to be quarantined as well as school-wide disruptions in student learning.
 18. Any “advisory” RSSL safety provisions not addressed by this LOA or the CBA shall be treated as mandatory by the parties.

For the Association:

For the District:

Name

Signature

Date

Name

Signature

Date

RESOLUTION No. 6370

Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon, Ratification of the Portland Association of Teachers Substitute Educators Collective Bargaining Agreement (CBA) on August 4, 2021.

RECITALS

Portland Public Schools and Portland Association of Teachers (PAT) – Substitute Teachers came to agreement on a new Collective Bargaining Agreement for the duration of July 1, 2021 to June 30, 2024.

RESOLUTION

The Superintendent is authorized and directed to execute the ratification of the Collective Bargaining Agreement between the PAT and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

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 NEAFCAPE, 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-stepingle 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 dDistrict 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 ~~U~~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

Summer Programming 2021: A Summary



Dana Nerenberg, Director of Learning Acceleration

September 14, 2021

A Constellation of Programs

- ★ EKT + 1
- ★ Summer Acceleration Academy (SAA) (2nd-8th)
- ★ Credit Completion Camp
- ★ Summer Scholars
- ★ Indian Education Program
- ★ LETRS Tutoring (Language Essentials for Teachers of Reading and Spelling)
- ★ PIL Math (Portland Interscholastic League)
- ★ Migrant Education
- ★ Summer Arts Academy
- ★ Enrichment and Extended Learning - Summer Safety and Enrichment
- ★ LEAP into 9th Grade
- ★ Extended School Year (ESY)
- ★ SUN

By the Numbers: Students & Sites Served

Program	Number of Sites	Number of Students Served	Program Duration
EKT + 1 (K-1st)	16	440	4 days a week over 3 weeks
Summer Acceleration Academy (2nd-8th)	18	2,400	60 hours over 3 weeks
Credit Completion Camp (9th-12th)	11	292	Last two weeks of June
Summer Scholars (9th-12th)	5 + online	2,043	Two 3-week sessions
Indian Education Program (K-12th)	4 and online	193	Three 2-week sessions
LETRS Tutoring	Online	46	6/15-9/15, a goal of 18 sessions total

By the Numbers: Students & Sites Served

Program	Number of Sites	Number of Students Served	Program Duration
PIL Trajectory Math Program	2	130	June 28th - August 6th
Migrant Education Program	Online	109	June 21st-July 15th, 4 days a week. 1:1 tutoring until August 13th.
Summer Arts Academy	1	170	August 9th - 20th, with a final Capstone Showcase
RFP Partners	38	1,900	All summer, varying dates
LEAP into 9th Grade	7	375	Aug 2nd - Aug 20th
Extended School Year (ESY)	1	110	July 6th - July 28th
SUN	24	877	July 10th - August 6th 1 PM - 3:30 PM

Summer Programming Highlights



Student completing an art project at at Boise Eliot SEI SUN program.



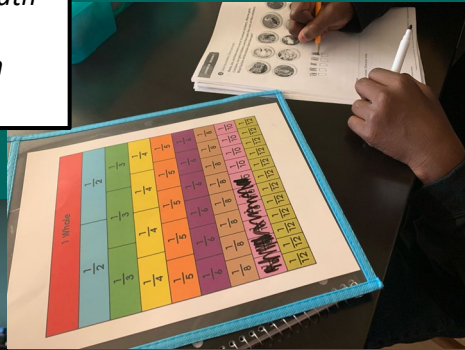
Students learning the hula from Oregon Ballet Theater at DaVinci



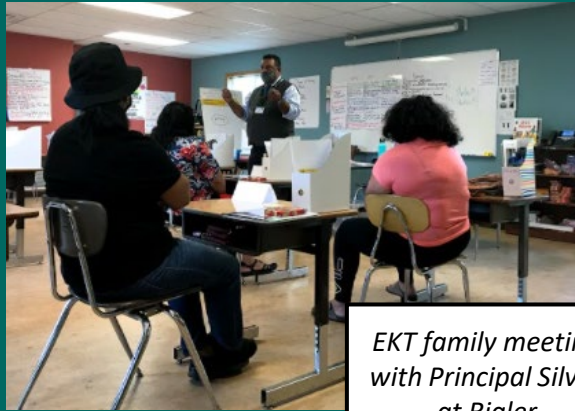
Rock Paper Scissors tournament at the Grant Leap into 9th Grade site.

Summer Programming Highlights

*Sitton 5th grader
using Ready Math
in Summer
Acceleration
Academy*



*Tinker Camp students
testing out their new
creations at Chief
Joseph.*



*EKT family meeting
with Principal Silvas
at Rigler*



*Indian Education
students after a berry
picking field trip to
Sauvies Island.*

Reflections from our RESJ Partners

Next Steps

- Analysis of various sources of data across programs
 - Attendance, Credits Completed, Work Samples, Instructional Rounds, Empathy Interviews of Parents, Parent Surveys, Focus Groups of Employees, Staff Surveys, Student Feedback
- Reflection Meeting with Summer Program Leads to share lessons learned, best practices, and to inform next summer
- Creation of a more detailed and thorough summary report for PPS and ODE
- Starting planning for 2022 in December with the support of a Steering Committee

SUMMER

The word "SUMMER" is written in large, bold, blue capital letters. The letter 'S' is white with a yellow sunburst behind it. To the right of the word is the Portland Public Schools (PPS) logo, which consists of a blue circle containing a white flame and the letters "PPS" in white below it. A yellow diagonal banner is placed over the word "SUMMER" with the text "2022 coming soon!" written in black.

2022 coming soon!



**PORTLAND PUBLIC SCHOOLS
OFFICE OF LEGAL COUNSEL**

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3274

Date: September 10, 2021
To: School Board
From: Mary Kane, Senior Legal Counsel
Subject: Recommendations for policy rescissions

In 2018, the Human Resources Department conducted a review of all “Personnel” policies. It determined that many of the policies did not provide substantive information or were out of date and inconsistent with current and/or best practices. A number of policies were rescinded in 2018-2019, but the work was paused by the Policy Committee when the District began working with OSBA to conduct a review of all District policies. The current Board Policy Committee met on September 8 to discuss resumption of review of policies to determine which were in need of updates and which should be rescinded. Four personnel policies were put forward by staff with recommendations that they be rescinded. After discussion, the Policy Committee recommended that the following four policies be forwarded to the full Board with a recommendation for First Reading en route to rescission:

a. **5.50.073-P Health and Welfare Trust Fund**

The text of this policy states only “See provisions in Professional Agreement.” It is true that Health and Welfare Trust Fund provisions are contained in the District’s Collective Bargaining Agreements, but that does not constitute a policy.

b. **5.60.040-P Administrator Consultations**

This policy was adopted in 1971 to comply with ORS 342.460 which was repealed in 1973.

c. **5.70.054-P Compensation – Miscellaneous**

This policy was adopted in 1971 and amended in 1972; OSBA also recommends rescission of this policy. The policy is outdated in both content and language, and it is largely redundant of collective bargaining agreements and the compensation information that is approved annually by the Board.

d. **5.70.060-P Personnel File**

The text for this one simply states “See provisions in Professional Agreement,” which does not constitute a policy. There is a separate “Personnel File” policy that provides substantive policy statements [5.20.110-P Personnel Records].

5.50.073-P Health And Welfare Trust Fund

See Provisions in the Professional Agreement

History:



5.60.040-P Administrator Consultations

- (1) Unless determined otherwise in subsequent elections conducted according to Board adopted procedure, and ORS 342.460(4), the administrators of this district included in that statute shall be represented individually in conferring, consulting and discussing with the Board of Directors, or a committee thereof, matters of salary and related economic policies affecting their services.
- (2) Outside the scope of the statute, however, and in order to facilitate this arrangement, the Board or its representative(s) shall meet with a representative group of administrators for discussions on salaries and related economic benefits.

Legal References: ORS 332.107; ORS 332.505

History: Adpt. 6/71



5.70.054-P Compensation - Miscellaneous

- (1) All administrative-clerical and school-secretarial personnel on a monthly or annual salary shall, upon initial employment only, receive an increment if employed prior to March 1 of their established working year.
- (2) The annual salary increment for regularly employed classified personnel shall be granted on July 1 of each year.
- (3) Any employee who is at the maximum of his/her salary schedule, if his/her salary schedule is increased or if he/she is transferred to a higher salary schedule, shall receive his/her earned increment at the time the transfer to a higher schedule becomes effective following the date that normal increments are granted.
- (4) An employee must be regularly employed 50 percent of the established work year to be eligible for an increment the following year. Regularly granted sick leave shall be counted as days worked.

Legal References: ORS 332.107; ORS 332.505

History: Adpt. 6/71; Amd. 11/72



5.70.060-P Personnel File

See provisions in Negotiated Agreement.

History:

