

PAT Package Proposal for Settlement

Date: November 14th, 2023 | 7:30pm

PAT is making the following proposal in order to reach a settlement and return our students to safe, sustainable and equitable schools. The following changes will close the gap between PPS' and PAT's proposals by \$121.6 Million over the life of the 3-year agreement.

All proposals remain the same as our 11-11-23 PAT Mediation Package Proposal except as follows:

Article	Comments	Fiscally Sustainable Movement For Settlement
2 Association Rights	Maintains PAT's current access to Bargaining Unit members during staff meetings or PD.	<u>Cost Neutral</u>
7 Work Day	Middle school planning minutes can be accomplished on a 5 of 6 schedule. No additional FTE would be required.	Approximately \$5 million reduction
8 Workload	<p>Added a resolution process which allows a student to be added to a class at the cap with approval of a school based Class size Committee.</p> <p>This committee consists of the Principal, an Asst. Superintendent or their proxy, a teacher from the affected class, a building rep or other PAT staff, and 2 parents appointed by the principal and the rep.</p>	While the Association vigorously disputes the District's assumption about the cost of the Association's class limits proposal, our new proposal would reduce the assumed cost from \$100.67 million* to approximately \$6.6 million or less
12 Compensation	403(b) proposal withdrawn	\$7.6 million reduction
13 Insurance	Part-time insurance effective the beginning of 2nd semester (1/26/24)	Approximately \$1 million reduction
15 Retirement	Conceptual agreement	<u>Cost Neutral</u>
16 Extended Responsibility	No increases to the ER schedule until successor bargaining	\$2 million reduction
XX2 Housing	Defer into an MOA on Community Schools	\$7 million reduction based on the District's erroneous interpretation
XX3 SPED	Reject \$3,000 SpEd stipend, but retaining status quo by maintaining 4 release days for required paperwork completion	\$5 million reduction

TOTAL REDUCTION:	\$121.6 Million
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**ARTICLE 2
ASSOCIATION
RIGHTS**

- 2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- 2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- 2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- 2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of **each** fifteen (15) of the faculty staff **meeting or early release professional learning day** meetings of its choice. This portion of the agenda shall be exclusively for bargaining unit members.
- 2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.
- 2.6 Association Representatives Meeting
- 2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.
- 2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the **Employee and Labor Relations team within Human Resources Superintendent** of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.
- 2.7 Building/Program Area Committees
- Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.
- 2.8 Orientation Programs

Article 2 PAT Package Proposal for Settlement - 11/14/2023

- 2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.
- 2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 Bargaining Unit Member Information

In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the date of hire, job title, salary and work site location of each unit member, the unit members' 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.

2.10 School Board Meetings

- 2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.
- 2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.
- 2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)

- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.
 - 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.
 - 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.
 - 2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives
- 2.11.2 The Association president may appoint up to ~~five (5)~~ **six (6)** professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.

- 2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

2.13 **Curricula And Professional Development Review Committee**

- 2.13.1 **The District and PAT agree to create a topic called Curricula and Professional Development Review to the IPC agenda at least 4 times a year to evaluate ~~and approve~~ district-wide curricula. The parties agree to discuss curricula and professional development and its cultural competence, representativeness, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula. IPC meetings will occur during the contracted work day and Educators will be provided release time for attendance.**

ARTICLE 8 WORKLOAD

- 8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 8.2 The workload of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

Beginning in the 2023-2024 school year, the District shall schedule students in such a way that the class size, teaching load, and caseload do not exceed the caps listed in the table below. These class size and caseload caps will remain in effect in a status quo period.

In the event of funding shortages which require a reduction in force, the District may exceed the stated class size/caseload caps only for the grades in the buildings affected by the reductions. In no event will a professional educator have a class size/caseload above the cap for two consecutive years.

If, as a result of funding shortages, the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student's educator has exceeded their cap.

8.3 ~~Overload Pay~~ **Class size and Caseload**

- 8.3.1 ~~Language relating to overloads and class/caseload caps Section 8.3~~ shall remain in effect in a status quo period.

~~**In the event of a reduction in staff (due to funding shortages or an inability to fill vacant positions), professional educators will receive payment for overloads in class size or caseloads.**~~

- ~~8.3.2 Overloads (Effective starting with the 2018-19 school year) Both parties recognize and agree that overload numbers are not a staffing model. (MOVED FROM FOOTNOTE) The district maintains the right to hold a lower cap to support an equity staffing model and provide additional staffing to historically underserved students.~~

- ~~8.3.2.1 Student loads will be calculated on the third Monday in October and the third Monday in February, each month on the first day of each pay period. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these three options:~~

~~a. Within one week two weeks, move students to meet the limit.~~

~~b. Within one week two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend, or~~

~~c. Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+0 salary per semester; except for the two exceptions noted in the table in 8.3.3.1. the amount listed in the chart in 8.3.3.1.~~

- ~~8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend. Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs. Prior to the start of the school year, the District shall provide the Association a list of assistants and/or paraeducators who are intended to provide overage relief, and the paraeducators' assignments.~~

~~8.3.2.3 The stipend will be paid as part of the next payroll period.~~

8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.6 and 8.3.7.

~~8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.~~

8.3.3 ~~**Target Size, Overload Pay Thresholds, Class Cap Percentage Charts the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.**~~

8.3.4 **Vision: Portland Public Schools believes all students deserve the full range of educational opportunities and student supports that a robust, well-rounded education affords. A well-rounded education is one that meets the Oregon state education standards by providing students with learning opportunities that give them the skills to succeed in school, college and career. A well-rounded education also provides the parents and students who make up the Portland Public Schools community a safe and productive educational environment.**

8.3.5 **District Policy 2.10.010-P (Racial Educational Equity Policy) states, “Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education.” This obligates the District and Association to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.**

8.3.6 **Guidelines.**

8.3.6.1 **The District will make every attempt to ensure class sizes in elementary, on average, per grade level in each school, are within the target size indicated below. Class sizes in elementary will not, in any individual classroom, exceed the cap designated below.**

8.3.6.2 **The District will make every attempt to ensure class sizes , on average, for secondary educators for 6-8 or 9-12 are within the target size. Class sizes for secondary educators and shall not, in any individual classroom or class period, exceed the cap designated below, unless noted otherwise in this Agreement.**

~~8.3.6.3 To provide the parents and students who make up Portland Public Schools community a safe and productive educational environment, Effective July 1, 2018 2023, the following class/caseload target sizes and, teaching/caseload overload numbers, and class/caseload caps thresholds shall be established, with the expectation of providing overload pay to individual professional educators if the District chooses to exceed the target size these thresholds. the thresholds. The following class/caseload target sizes shall be established solely to identify the ideal target sizes for classes or caseloads but will not lead to additional compensation for individual educators.~~

~~8.3.6.4 If the District chooses to exceed the caps, the families/guardians of the students affected will be informed within a week that their student’s educator has exceeded their cap.~~

a. Elementary (K-5)

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size Cap	% of Base Salary increased per Student over the Thresholds Target Size
K	18	23 26	Increase salary by 5% (.5% each pay period) per student over 20 (triggered by first student over)

1	20	25 28	Increase salary by 5% (.5% each pay period) per student over 22 (triggered by first student over)
2-5 (and self-contained 6th grade)	22	26 29	Increase salary by 5% (.5% each pay period) per student over 24 (triggered by first student over)
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload class size cap of the building, <u>beginning with the average of 1.0 overage.</u> The average will be rounded to the closest whole number thereafter	Increase salary by 5% (.5% each pay period)

* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who were formally referred to as 'specialists'.

b. Middle School / High School Grades (6-12)

Position	Target Size	Teaching Load Threshold for Overload Pay Teaching Load Cap	% of Base Salary increased per Student over the Thresholds Target Size
MS Professional Educators	125	150 165	Increase salary by 5% (.5% each pay period) per five students over 125 (triggered by first student over)
HS Professional Educators	135	160 175	Increase salary by 5% (.5% each pay period) per five students over 135 (triggered by first student over)
MS/HS Physical Education Professional Educators	150	175 190	Increase salary by 5% (.5% each period) per five students over 160 (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225 230	Increase salary by 5% (.5% each pay period) per ten Students over 185 (triggered by first student over)
HS Performancee Class Teachers		225	Increase salary by 5% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load Threshold for Overload Pay Class Size/Caseload Cap	% of Base Salary increased per Student over the Thresholds Target Size
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (.5% each pay period) per students over 7 (triggered by first student over)
Special Education Teachers Self Contained- Focus Classrooms	7	10 students	Increase salary by 5% (.5% each pay period) per student over 7 (triggered by first student over)
Special Ed. Teachers (Learning Center HS)	22	28 students	Increase salary by 5% (.5% each pay period) per student over 22 (triggered by first student over)
Special Ed. Teachers (Learning Center MS)	21	26 students	Increase salary by 5% (.5% each pay period) per student over 21 (triggered by first student over)
Special Ed. Teachers (Learning Center PK-5)	20	25 students	Increase salary by 5% (.5% each pay period) per student over 20 (triggered by first student over)
Speech and Language Pathologists	30	40 students	Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)
Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 5% (.5% each pay period) per 10 students over 85 (triggered by first student over)
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 5% (.5% each pay period) per 20 students over 270 (triggered by first student over)
Middle School Teacher Librarians/Media Specialists	1 to 500	1 to 600 Students with credit of 375 students for full-time library assistant	Increase salary by 5% (.5% each pay period) per 25 students over 525 (triggered by first student over)

High School Teacher Librarians/Media Specialists	1 to 900	1 to 1100 Students with credit of 425 students per full-time library assistant and/or 325 students per fulltime book clerk.	Increase salary by 5% (.5% each pay period) per 50 students over 950 (triggered by first student over)
School Psychologists	1 to 500	1 to 600	Increase salary by 5% (.5% each pay period) per 20 students over 520 (triggered by first student over)
School Psychologists in buildings with 25% or more special education students	1 to 110	1 to 135	Increase salary by 5% (.5% each pay period) per five (5) students over 115 (triggered by first student over)
School Social Workers	1 to 400	1 to 500	Increase salary by 5% (.5% each pay period) per twenty (20) students over 420 (triggered by first student over)
ESL/ELL	1 to 30 Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 40	Increase salary by 5% (.5% each pay period) per 2 students over 32 (triggered by first student over)
Adapted PE	1 to 36	1 to 50	Increase salary by 5% (.5% each pay period) per 2 students over 40 (triggered by first student over)
Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 10 Team 2 - 18 Team 3 - 28	Increase salary by 5% (.5% each pay period) per student over the target (triggered by first student over)

8.3.4 ~~Elementary specialist classes will not exceed 35~~ 26 students per class.

8.3.5 Class Size Committee:

The parties acknowledge that circumstances could arise where exceptions to the above class size targets or caps may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level (aka “blended”) classes.

8.3.6 Teachers will not be asked to exceed these limits individually. The issue must be brought to the class size committee for resolution.

8.3.7 All schools will form a class size committee. The committee shall be composed of the following voting members:

- a. **School Principal**
 - b. **Assistant Superintendent (if not able to attend, the Asst. Supt. will appoint a proxy)**
 - c. **A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the PAT Building/Association Representative.**
 - d. **A building rep OR another licensed staff person appointed by the Association**
 - e. **Two (2) parents/guardians, to be appointed by the school's PTA or PTO (If there is no active PTA or PTO, the parents/guardians will be jointly appointed by the principal and the PAT building representative. If the principal and association representative are unable to agree on two parents/guardians to appoint, the principal will appoint one parent/guardian and the association representative will appoint the other.) Lack of parent/guardian involvement will not preclude the committee from developing recommendations.**
- 8.3.8 **All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.**
- 8.3.9 **If called to convene, the committee shall meet before the first day of students attending in the fall. The committee will review class size data for the classes approaching or exceeding class size targets and/or caps. The committee will develop a plan on what to do about each potential class, or grade level in elementary, with a class size issue. Possible solutions, including but not limited to scheduling additional reading interventionists or additional push in support, will be presented to the affected teachers for their feedback and/or possible approval.**
- 8.3.10 **The Association agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder of the school year for which the exception is made only if the committee's recommended remedies are implemented within thirty calendar days after the meeting. All exceptions expire at the end of each school year.**
- 8.3.11 **The parties agree to submit any disputes not resolved after the class size committee process, the parties shall follow the language and process in Article 5.**
- 8.3.12 **Under no circumstances shall PK class size exceed the ratios and group sizes delineated in OAR 414-300-3130.**
- 8.3.13 The methodology for identifying performance classes is as follows:
Classes such as ~~PE~~, band, choir, ~~physical education~~ and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. ~~For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class.~~ History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique ~~or Weight Training~~. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.
- 8.3.14 Special student count rules:
- a. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in ~~his/her~~ **their** classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.

- b. All students shall be counted as a minimum of 1 student for all counts.**
- c. Students in an independent study do not count on that teacher's load, so long as the teacher voluntarily agrees to have the student in ~~his/her~~ **their** classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.
- d. Students in "double blocks" shall be counted in each class.
- e. The target size and average number for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.**
- f. Any student who is not covered in 8.3.147.a or 8.3.147.c shall be considered part of the educator's student load and count towards average pay and class size calculations.**

8.4 Overload Relief for Exceeding a Number of Unique Preparations

- 8.4.1 Section 8.4 shall remain in effect in a status quo period.
- 8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.
- 8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses. **A preparation is understood to be any student contact time in which professional educators are required to perform any two or more of the following activities: Taking attendance, Creation of or use of curriculum materials, Assessment of student work, Delivery of content or information, Facilitation of group or individual activities, Communication about student performance to other parties, Issuing grades or other formal performance data.**

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators.

- 8.5.1** SLPs, School Psychologists, Counselors, QMHP/ **School Social Workers** and other specialists shall not be assigned more duty time than what is ~~generally~~ assigned to other professional educators, **and if the professional educators referenced above are experiencing a caseload that results in overages, they will not be assigned any duty. Duties are any assignment that requires supervision of students who are not part of an educator's class or caseload, or who are in addition to the educator's class or caseload.**

8.6 Progress/Grade Reports

- 8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or ~~her/his~~ **their** behavior or achievement shows a significant decline.
- 8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

- 8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations, **such as a sudden injury or illness of a teacher when no building**

administrator is physically available to cover, and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

Professional Educators shall have the right to select their substitute teaching colleagues for any absence of less than ~~sixty (60)~~ forty five (45) consecutive days.

8.7.2 Site Support Instructors (SSIs)

- 8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).
- 8.7.2.2 ~~Starting in the 2017-18 school year,~~ the District may engage up to ~~15~~ 30 Site Support Instructors. The number of SSI and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year ~~past~~ and select ~~buildings~~ ~~schools~~-based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year **prior to the internal staffing process** so that SSIs **will** know their assignment for the following year prior to considering other assignments. SSIs **may apply in the internal and external** staffing process as otherwise provided in Article 18.
- 8.7.2.3 The SSI is considered a regular member of the staff in the building to which ~~s/he~~ **they** is assigned and will not be used to fill vacancies at other buildings.
- 8.7.2.4 The SSI will be provided a workstation at the building to which ~~s/he~~ **they** is assigned with computer access and a District email address.
- 8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.
- 8.7.2.6 The SSI will not be used for long-term substitute positions.
- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²
- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³
- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:
 - a. The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.
 - b. **The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.**
 - c. **Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) without a specific contract exception.**
 - d. **The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond ~~his/her~~ **their** workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time ~~his/her~~ **their** schedule was so extended. If the daily schedule**

is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time ~~his/her~~ **their** schedule was so extended, the SSI shall be compensated at ~~his/her~~ **their** per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.

- e. SSIs shall receive the same daily prep/planning time otherwise due to the individual ~~s/he~~ **they** is assigned to cover.
- f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.
- g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote ~~his/her~~ **their** opportunities for regular employment.
- h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.
- i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.
- j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".
- k. It is expressly understood that the instances when the SSI is assigned to cover the work of more than one professional educator in a day will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in ~~his/her~~ their coverage. (MOVED FROM FOOTNOTES)**

~~²The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.~~

~~³It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her coverage.~~

1. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

8.8 ~~Mother~~ **Lactation** Friendly Workplace

- 8.8.1 The District shall provide reasonable break time for an employee to express breast milk for **a her** nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled ~~Mother Friendly Workplace~~ **Expression of Milk in the Workplace** (5.50.059-AD) at each site and shall include the administrative directive in the new hire materials and ~~maternity~~ **Child Care** leave paperwork.
- 8.8.2 If feasible, ~~mothers~~ **professional educators** shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.
- 8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

8.9 ~~IEPs~~ **Student Plans**

- 8.9.1 Professional educators who are required to conference regarding ~~IEPs or 504s~~ shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference outside of the workday, such member shall be compensated at ~~his/her~~ **their** per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during ~~his/her~~ **their** individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at ~~his/her~~ **their** hourly rate for the length of the conference. **(*IEP language from Article 8 moved to Sped article)**
- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at ~~his/her~~ **their** per diem hourly rate. ~~One hour~~ **Two hours** shall be allotted for each student plan **and one half (1/2) hour for each plan revision.**

~~8.10 Special Education Spaces and Materials~~

~~Special Education professional educators shall have:~~

~~8.10.1 A dedicated **office** space/classroom;~~

~~8.10.2 **Copies of all instructional, academic, and curriculum materials available in the classroom for all the grade intervention levels for which the Special Educator provides services, including student materials;** and~~

~~8.10.3 Materials and curriculum for social/emotional skill needs of the students available in the classroom.~~

~~8.10.4 **The materials required by 8.10.2 and 8.10.3 shall be provided to the Special Education educator prior to the start of the school year.**~~

~~***Content of 8.10 has been moved to the new Sped article.**~~

- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide all professional educators with related core instructional materials and an opportunity for in-service before

requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

- 8.12.1 Arrange for the materials to be translated and provided, or
 - 8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at ~~his/her~~ **their** hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department. **The District will maintain a tracking tool for educators to submit translation requests for the District to provide approval. If a response providing the reasoning for the approval or denial, as well as an alternative material that is equivalent to the educator's request is not granted within two (2) days, the educator's request shall be considered approved.**
 - 8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.
 - 8.12.4 No professional educator will be negatively evaluated for materials they provide students if the District fails to provide current adoption materials, or materials that are not culturally or developmentally appropriate for the students receiving instruction.**
 - 8.12.5 Professional educators who are required to provide language access services (translation and/or interpretation) at any district-run or required meeting shall be paid two times their hourly rate.**
- 8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.
- 8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. **Professional educators must have classrooms and spaces that suit the instructional needs of the program within which they teach.**

ARTICLE 13 INSURANCE PROTECTION

13.1 Health and Welfare Trust

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. ~~This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.~~

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. **Effective February 1st, 2024,** the District shall make a contribution of ~~fifty~~ **eighty-six** percent (~~50~~ **86**%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.



13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

~~13.1.8 Newly hired educators shall be offered a medical plan as part of the District hiring process. The newly hired educators shall be eligible for medical insurance in the first month of employment.~~

13.1.9 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.10 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 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 professional educator 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 professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he 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 professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.

13.5 Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.



ARTICLE 15 RETIREMENT

15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the “final average salary” as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/~~hospitalization~~ ~~prescription~~ plan for professional educators who:

- a. elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);
- b. have completed at least fifteen (15) years of service with the District-by September 30, 2020;
- c. are ~~at least sixty (60) years of age~~ ~~eligible to retire with PERS~~, but not yet eligible for Medicare; and
- d. are eligible under such plan then offered by the Trust.

15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.

15.2.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.

15.2.1.4 ~~Professional Educators eligible under this section may self-pay the for such cost of benefits following the exhaustion of the entitlement set forth above shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply~~ for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.

15.2.2.2 To qualify, professional educators must meet the following criteria:

- a. They must be eligible to retire under the Oregon Public Employees Retirement System; and
- b. They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System (“PERS”) on or after December 1, and who the District re-employs between the Retiree’s PERS retirement date and June 30 (“Retirees”) are eligible for the benefits under this section.

15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree’s PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, **his/her their** PERS retirement date would be January 1. If a professional educator ends employment on January 1, **his/her their** PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree’s prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree’s date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.

15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

a. Insurance coverage under the District’s insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

b. Retiree will be paid at **his/her their** pre-retirement rate of pay, less the 6% PERS pickup.



- c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.
- d. Retirees will not have access to professional growth or professional improvement funds.
- e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following ~~his/her~~ **their** retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.
- f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend (“ERI”), a Retiree will begin to receive the ERI upon retirement, which means “separation from service” under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.

- 15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree’s reemployment extend beyond June 30.
- 15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.
- 15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

ARTICLE 16
EXTENDED RESPONSIBILITY

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ **they** perform .5 of the extended responsibility duties.
- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the ~~BA+15~~ **BA**, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when determining paid affinity group leader positions for the 2021-2022 school year. In addition, the District will fill the affinity group positions following Article 16.10.~~



16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the ~~BA+10~~ **BA+15** step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the ~~BA+10~~ **BA+15** step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed **within 90 days of the ratification** to review the extended responsibility schedule (Appendix B).

16.13.2 This Committee is expected to:

- 16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;
- 16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;
- 16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;
- 16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;
- 16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and
- 16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 ~~The Committee shall meet by October 31, 2019. The findings of the committee shall be presented to the Association and District bargaining teams by no later than January 31st, 2025. The parties shall bargain changes to Extended Responsibility with the intention of implementing an agreement for the 2025-26 school year.~~ Recommendations from the Committee will be considered in the ~~2020~~ **2025** ~~2023~~ successor bargaining **unless the parties mutually agree otherwise.**