

MEMORANDUM OF UNDERSTANDING

ROSA PARKS PK – 5 SCHOOL: YEAR-ROUND, BALANCED CALENDAR

This agreement is entered into between Multnomah County School District #1-J (Portland Public Schools or the District) and the Portland Association of Teachers (the Association).

For the 2018-19 school year, Rosa Parks PK – 5 School will continue with a year-round, balanced calendar. This Memorandum of Understanding records the agreements of the District and the Association concerning the impacts of this change on members of the Association’s bargaining unit.

Definitions:

Intersession: Those periods of time throughout the year that school is not formally in session, generally the breaks between academic periods.

Intervention: Periods, generally of one (1) week, during intersessions where certain students may be invited back to school for additional academic support.

Enrichment: Periods, generally of one (1) week, during intersessions where identified students may be invited back to school for enrichment opportunities. Enrichment programs will be offered at the school during the intersessions, either by outside agencies or by school staff.

The District and the Association agree to the following terms and conditions:

1. The school year on the balanced calendar schedule shall not begin before the Monday following the 4th of July.
2. The District shall cover the cost of substitutes to release up to four (4) Association building representatives to attend Association representative meetings on the Monday preceding the start of school (Article 2.E).
3. For purposes of “Temporary” definition, “opening of school” shall continue to mean the first student day in accordance with the standard District calendar.
4. Professional educators at Rosa Parks School shall have the first option of providing instruction during the interventions. The workday during interventions shall be 8:45 AM to 2:45 PM, including a minimum thirty (30) minute duty free lunch; the student day during interventions shall not start before 9:00 AM nor end later than 2:00 PM. No professional educator’s assigned classroom shall be opened for another educator’s use during the interventions without prior notice to and discussion with the Association. Work performed during interventions shall be paid at the professional educator’s per diem rate of pay.
5. Grievance timelines shall follow the standard District calendar and shall be tolled during intersessions (including intervention weeks) occurring within the standard District school year, except by mutual agreement on a case-by-case basis.
6. Insurance benefits shall be maintained on the annual October through September schedule. Benefits for newly hired professional educators who start in July will commence in September,

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but September benefits may be waived if the professional educator has other coverage, such as through prior employment in another school district.

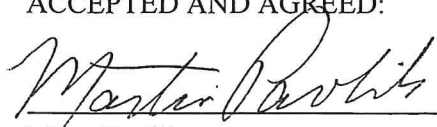
7. Professional educators assigned to Rosa Parks School will have the right to “opt out” by requesting a transfer (e.g. voluntary unassignment) during the staffing process in the spring of 2018 for the 2018-19 school year. The parties agree to revisit this issue should the piloted schedule continue. Professional educators who are not assigned to Rosa Parks school may decline transfer to Rosa Parks school, and laid off professional educators may decline recall to Rosa Parks school without penalty.
8. In order to minimize disruptions, should student enrollment at Rosa Parks School be less than anticipated in the 2018-19 school year, professional educator staffing shall not be reduced (during fall balancing or “the October shuffle.) Resignations and Professional Educator Initiated Transfers are not subject to this paragraph.
9. Itinerant staff split between Rosa Parks School and one or more other schools or programs shall be scheduled to work in accordance with either the year-round, balanced calendar or the standard district calendar.
10. If a professional educator assigned to Rosa Parks School decides to resign during the summer period of the standard District calendar, and provides at least thirty (30) days’ advance notice of resignation, the District accepts the resignation and waives the 60-day notice requirement under state law and contract.
11. Movement to the year-round, balanced calendar results in professional educators receiving their first paycheck of the school year in August, a change from the standard schedule of pay checks being provided annually September through August (12 month pay) or September through June (10 month pay.) Should Rosa Parks school revert to the standard District calendar in a future year, or should a professional educator be transferred (voluntarily or involuntarily) to a school on the standard District calendar, affected professional educators choosing twelve (12) month pay would not receive a paycheck during the month of August in the transition year. Professional educators at Rosa Parks school on the year-round, balanced calendar shall be provided the option to authorize the District to withhold eight percent (8%) of their net pay from each regular paycheck to be held by the District and paid the following August, subject to the following conditions:
 - a. Funds will be paid out in full on the regular pay day in August following the school year in which the funds were deducted or upon termination of employment or the employee going into an unpaid leave of absence.
 - b. Funds deducted shall not accrue interest.
 - c. Each professional educator must authorize the deduction of funds annually in writing. For the 2018-19 school year, authorization must be made by August 1. Once an authorization has been made for the year, it cannot be withdrawn.
12. Should any issues arise that were not known at the time that this Memorandum was negotiated, the parties agree to reconvene to discuss and problem solve the new issue(s). Should the District determine to revert to the standard District calendar or adopt a different school-year model at Rosa Parks within the pilot period, it shall first notify the Association and provide an opportunity for dialogue.

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MP 03/02/18

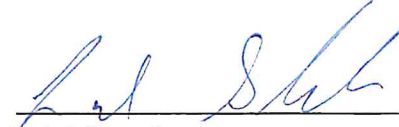
March 2, 2018

This Memorandum of Agreement is subject to ratification by PAT and the separate and subsequent approval of the District's Board of Education.

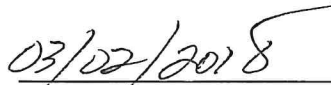
ACCEPTED AND AGREED:



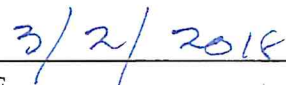
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Laird Cusack
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Multnomah County School District #1J



DATE



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