

BOARD OF EDUCATION

Portland Public Schools
REGULAR MEETING
June 14, 2016

Board Auditorium

Blanchard Education Service Center
501 N. Dixon Street
Portland, Oregon 97227

Note: Those wishing to speak before the School Board should sign the public comment sheet prior to the start of the meeting. No additional speakers will be accepted after the sign-in sheet is removed, but testifiers are welcome to sign up for the next meeting. While the School Board wants to hear from the public, comments must be limited to three minutes. All those testifying must abide by the Board's Rules of Conduct for Board meetings.

Public comment related to an action item on the agenda will be heard immediately following staff presentation on that issue. Public comment on all other matters will be heard during the "Public Comment" time.

This meeting may be taped and televised by the media.

AGENDA

- | | | |
|----|---|---------|
| 1. | <u>PRESENTATION: SEAL OF BI-LITERACY</u> | 6:00 pm |
| 2. | <u>STUDENT TESTIMONY</u> | 6:30 pm |
| 3. | <u>PUBLIC COMMENT</u> | 6:45 pm |
| 4. | <u>UPDATE: WATER AND AIR QUALITY ACTIONS</u> | 7:05 pm |
| 5. | <u>BUSINESS AGENDA</u> | 7:50 pm |
| 6. | <u>ADJOURN</u> | 8:00 pm |

Portland Public Schools Nondiscrimination Statement

Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. The District is committed to equal opportunity and nondiscrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.



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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
CHIEF JOSEPH/ OCKLEY GREEN, BEACH, WOODLAWN, PENINSULA,
ODYSSEY AND CHAPMAN

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

For the 2016/17 school year, Ockley Green will be converted to a Middle School; Beach, Woodlawn, and Peninsula will operate in a K-5 configuration; and Chief Joseph will operate in a K-4 configuration. Additionally, for the 2016/17 school year, the Odyssey Program will be relocated from the Hayhurst campus to the East Sylvan campus and the Chapman School Kindergarten classes will be moved to the Ramona Early Learners site.

Summary:

In an effort to address the impact of these changes on the PAT staff members, the District and PAT have tentatively agreed to the terms reflected in the attached MOA which is submitted for Board consideration and approval.

HUMAN RESOURCES MISSION: Human Resources Partners With District Leadership To Recruit, Develop, And Support A Culturally Diverse Workforce Dedicated To The Highest Standards Of Equity And Achievement That Creates An Environment Of Empowerment And Success For Our Students, Employees, And The Communities We Serve.

May 31, 2016

**MEMORANDUM OF AGREEMENT
CHIEF JOSEPH/OCKLEY GREEN, BEACH, WOODLAWN, PENINSULA,
ODYSSEY AND CHAPMAN**

In response to (1) the conversion of Ockley Green to a Middle School and K-5s at each of Beach, Woodlawn, Peninsula and Chief Joseph (K-4 for 2016-2017 only) schools, (2) the relocation of the Odyssey Program from the Hayhurst campus to the East Sylvan campus, and (3) the relocation of Chapman School kindergarten classes to the Ramona Early Learners Academy site, and the impact of each of those moves, Multnomah County School District #1J (the District) and the Portland Association of Teachers (the Association) agree as follows:

1. Association unit members who are required to move to a new school campus as a direct result of the conversion of Ockley Green Middle School or the relocation of the Odyssey program or the relocation of the Chapman kindergarten classes, and the subsequent resulting reassignment of staff will be compensated by the District for each hour worked:
 - a. Up to eight (8) hours to pack and move personally-owned materials; and
 - b. Up to an additional eight (8) hours to move and unpack materials in the new classroom.
2. Unassigned Association unit members from the Chief Joseph, Ockley Green, Beach, Woodlawn, Peninsula, the Odyssey program, and Chapman campuses who are required to move to a new school campus as a direct result the conversion or relocation will be compensated by the District for each hour worked:
 - a. Up to eight (8) hours to pack and move personally-owned materials; and
 - b. Up to an additional eight (8) hours to move and unpack materials in the new classroom.
3. Association unit members at Chief Joseph, Ockley Green, Beach, Woodlawn, Peninsula, the Odyssey program, and Chapman campuses who move to a different classroom within the respective building as a direct result of the conversion or relocation will be compensated by the District for each hour worked:
 - a. Up to four (4) hours to pack and move personally-owned materials; and
 - b. Up to an additional four (4) hours to move and unpack materials in the new classroom.
4. Unless otherwise agreed, Association unit members are not responsible for packing and moving District-owned materials or equipment. Association unit members are advised to remove expensive and/or personal property with sentimental value from school property. Boxes and packing materials shall be provided by the District no later than June 6, 2016.
5. Extraordinary moves: Association unit members who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not necessarily limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with their administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The Association unit member and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. The Association unit member will then track and submit those extended hours to their administrator for payment.
6. Time to move shall be paid at the affected Association unit member's per diem hourly rate of pay. Association unit members shall track hours spent as outlined in Paragraphs 1, 2, 3 and 5 above and submit a record of that time to their administrator as extended hours for payment.

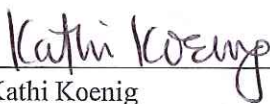
May 31, 2016

7. Association unit members will have access to their worksite, supplies and time to sort, purge and pack prior to June 20, 2016. Association unit members will have access to their worksites no later than August 15, 2016, to unpack and organize their classrooms. Materials and packed boxes moved by the District shall be delivered on site prior to this date. Administrators at affected worksites will work with their custodial and teaching staffs to arrange access to the worksite for Association unit members' time to pack.

This agreement and its terms are specific to this particular situation and set no precedent for any similar, other or future event(s).

This Memorandum of Agreement is subject to approval of the District's Board of Education.

For the Association:




Kathi Koenig
UniServ Consultant
Portland Association of Teachers

May 31, 2016

DATE

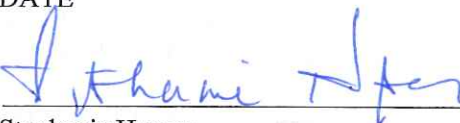
For the District:



Sean L. Murray
Chief Human Resources Officer
Multnomah County School District #1J

5-31-16

DATE



Stephanie Harper
Sr. Legal Counsel, Labor & Employment
Multnomah County School District #1J

5-31-16

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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
PARENT/TEACHER CONFERENCES THE 2016/17 SCHOOL YEAR

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

Article 5 of the District/PAT CBA provides the ability of the District to schedule one parent/teacher conference in the evening. The District approached PAT concerning its ability to schedule two evening parent/teacher conferences in the 2016/17 school year.

The 2016/17 Rosa Parks Elementary School calendar does not afford PAT staff time to prepare for the parent/teacher conferences scheduled in August. The District approached PAT to discuss this matter.

Summary:

The District and PAT have conferred on the matter of fall parent/teacher conferences in the 2016/17 school year and have tentatively agreed to the terms reflected in the attached MOA which is expected to be ratified by PAT membership on June 13, 2016 and is submitted for Board consideration and approval.

MEMORANDUM OF AGREEMENT
between
Multnomah County School District #1J (District)
and
Portland Association of Teachers (PAT)

The following represents the terms of the agreement between Multnomah County School District #1J ("District") and Portland Association of Teachers ("PAT") regarding the fall parent/teacher conferences for the 2016-17 school year (as scheduled on the District's standard calendar and on the District's year round (Rosa Parks) calendar) and first quarter report cards.

Background

Article 5.B.5.b of the District/PAT Collective Bargaining Agreement (CBA) provides that the District may schedule one parent/teacher conference in the evening and continue to allow one half-day of compensatory time for this evening parent/teacher conference.

Fall parent/teacher conferences for the 2016-17 school year are scheduled to extend into the evening on November 9, 2016 and November 10, 2016. The 2016-17 school year calendar provides for a planning day prior to these dates which the employee can use to prepare for these conferences.

Fall parent/teacher conferences for the 2016-17 school year at Rosa Parks Elementary School are scheduled to extend into the evening on August 24, 2016 and August 25, 2016. The 2016-17 school year calendar for Rosa Parks Elementary School does not provide for a planning day prior to these dates. This schedule may inhibit the PAT bargaining unit members at Rosa Parks Elementary School from preparing for these scheduled conferences.

The District and PAT have conferred on this issue and have come to a mutual agreement, the details of which are outlined below.

Agreement

1. For the 2016-2017 school year, the District shall schedule two parent/teacher conferences in the evening on November 9, 2016 and November 10, 2016 (or August 24, 2016 and August 25, 2016 for Rosa Parks Elementary School).
2. PAT bargaining unit members shall attend both evening conferences scheduled and shall receive Wednesday, November 23, 2016 off with pay in consideration of attending both evening conferences scheduled.


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3. PAT bargaining unit members at Rosa Parks Elementary School may be allowed to work seven (7) hours during non-contract time (i.e., beyond the workday/workweek) to prepare for parent/teacher conferences in August, 2016. Each such PAT bargaining unit member shall submit a log of the time worked to his/her immediate supervisor using the form attached (Attachment 1) no later than August 30, 2016 and will receive an equivalent amount of time off with pay on September 16, 2016.

4. All PK-5 and self-contained 6th grade PAT bargaining unit members will not be required to submit grade reports at the end of the first quarter grading period and will instead prepare the PPS Parent-Teacher Conference Form (Attachment 2). These forms will be discussed and presented to parents/guardians at the parent/teacher conferences scheduled in November (in August for Rosa Parks Elementary School).

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:



 Marty Pavlik
 UniServ Consultant
 Oregon Education Association/PAT

06/01/2016

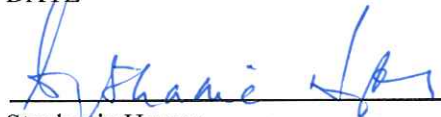
 DATE



 Sean L. Murray
 Chief Human Resources Officer
 Multnomah County School District #1J

6-1-16

 DATE



 Stephanie Harper
 Sr. Legal Counsel, Labor & Employment
 Multnomah County School District #1J

6-1-16

 DATE

**LOG OF HOURS WORKED
PREPARING FOR PARENT/TEACHER CONFERENCES**

ROSA PARKS ELEMENTARY SCHOOL

Please submit your completed form to your Principal's Secretary
no later than **August 30, 2016**

NAME: _____ GRADE: _____ Employee # _____

DATE:	TIME:

Total Hours Worked: _____

Signature: _____ Date: _____

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PPS Parent-Teacher Conference Form

School: _____ Date: _____

Student: _____ Grade: _____

Parents/Guardians _____ Teacher/School Staff _____
 Attending: _____ Attending: _____

Characteristics of a Successful Learner

+ Always Demonstrates / Sometimes Demonstrates	V Often Demonstrates - Does not yet Demonstrate
Work Habits: is organized; manages time and materials; stays with task; completes school work	
Homework: completes and returns homework on time	
Attentive: listens well and follows directions	
Resourceful: solves problems; seeks help appropriately; finds ways to support own learning; seeks new opportunities	
Reflective: thinks and asks questions; provides reasons for opinions; evaluates own progress	
Cooperative: works and interacts well with others; gets along with and supports other children; contributes to group efforts and class discussions	
Responsible: respects others, rules, authority, and property; accepts responsibility for own behavior	

Attendance: _____

Days Tardy: _____

Days Absent: _____

Reading: Exceeds ____ Meets ____ Close to Meeting ____ Not Yet Meeting ____
 (student work, DIBELS/easyCBM/Phonics Survey, classroom assessments, strengths and weaknesses shared)

Writing: Exceeds ____ Meets ____ Close to Meeting ____ Not Yet Meeting ____
 (student work, classroom assessments, strengths, and weaknesses shared)

Math: Exceeds ____ Meets ____ Close to Meeting ____ Not Yet Meeting ____
 (student work, Bridges assessments, classroom assessments, strengths, and weaknesses shared)

Other:
 (behavior, parent questions, comments, and/or concerns)

____ Parent did not attend conference and this document was mailed home

____ A telephone conference took place

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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
ROSA PARKS ELEMENTARY SCHOOL BALANCED CALENDAR

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

Article 5 of the District/PAT CBA addresses the standard school calendar for PAT staff. The District and PAT have previously entered into an agreement which allowed for a balanced (aka: year round) calendar for Rosa Parks Elementary School. The District approached PAT with respect to continuing the balanced (aka: year round) calendar for Rosa Parks Elementary School in the 2016/17 school year.

Summary:

The District and PAT conferred on the matter of a balanced (aka: year round) calendar for Rosa Parks Elementary School in the 2016/17 school year and have tentatively agreed to the terms reflected in the attached MOA which is expected to be ratified by PAT membership on June 13, 2016 and is submitted for Board consideration and approval.

June 1, 2016

MEMORANDUM OF AGREEMENT

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 2016-17 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 (August 26, 2016).
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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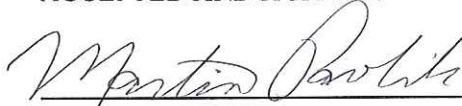
- but September benefits may be waived if the professional educator has other coverage, such as through prior employment in another school district.
7. Professional educators assigned to Rosa Parks school will have the right to "opt out" by requesting a transfer (e.g. voluntary unassignment) during the staffing process in the spring of 2017 for the 2017-18 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 2016-17 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 2016-17 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, it shall first notify the Association no later than March 6, 2017.

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June 1, 2016

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:



Marty Pavlik
UniServ Consultant
Oregon Education Association/PAT

06/01/16

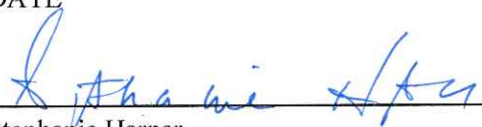
DATE



Sean L. Murray
Chief Human Resources Officer
Multnomah County School District #1J

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DATE



Stephanie Harper
Sr. Legal Counsel, Labor & Employment
Multnomah County School District #1J

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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
SITE SUPPORT INSTRUCTORS FOR THE 2016/17 SCHOOL YEAR

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

The District and PAT have previously entered into an agreement related to the establishment of a new classification, Site Support Instructor. The District approached PAT with respect to continuing its ability to utilize the Site Support Instruction classification in the 2016/17 school year.

Summary:

The District and PAT have conferred on the matter of Site Support Instructors in the 2016/17 school year and have tentatively agreed to the terms reflected in the attached MOA which is expected to be ratified by PAT membership on June 13, 2016 and is submitted for Board consideration and approval.

MEMORANDUM OF AGREEMENT
between
Multnomah County School District #1J (District)
and
Portland Association of Teachers (PAT)

The following represents the terms of the agreement between Multnomah County School District #1J ("District") and the Portland Association of Teachers ("PAT") regarding the establishment of a new classification, Site Support Instructor.

Background

In an effort to support schools that struggle to obtain substitute teacher coverage, the District has requested PAT to consider modifications to the Collective Bargaining Agreement to provide additional and regular coverage for unfilled absences of professional educators. PAT and the District have conferred on this issue and have come to a mutual agreement, the details of which are outlined below.

Agreement

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).

The District shall engage up to ten (10) Site Support Instructors for the 2016/2017 school year. Placement shall be determined by the District and based on the percentage and number of unfilled substitute jobs in the building.

2. The SSI is considered a regular member of the staff in the building to which s/he is assigned and will not be used to fill vacancies at other buildings.
3. The SSI will be provided a workstation at the building to which s/he is assigned with computer access and a District email address.
4. The SSI will not be used in place of requesting a substitute through the District substitute system.
5. The SSI will not be used for long-term substitute positions.
6. 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.¹
7. 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.²

¹ The 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.

² It is expressly understood that the instances when the SSI is utilized in this manner will be thoughtfully planned and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her coverage.

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8. Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.

9. All the terms and conditions of the CBA 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 am without a specific contract exception.
 - c. Except as provided in Paragraph 4.d below, the workday for the SSI shall not exceed seven and one-half (7.5) 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 work day. 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 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 scheduled was so extended, the SSI shall be compensated at his/her 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 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 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 Article 17.C of the CBA.
 - i. Article 5.D.4 (Substituting for other Professional Educators) shall not apply to the SSI.³
 - j. For the purposes of Article 15, Section F (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.

³ It is expressly understood the exception of Article 5.D.4 to SSIs neither expands nor diminishes the provision's application to other Professional Educators engaged pursuant to the CBA.

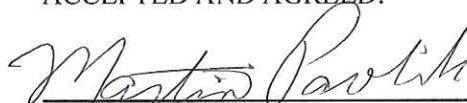
MP 06/01/16

- k. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".
- l. Notwithstanding subparagraph (k) 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 years, or educational obtainments, or both, but not based solely on being licensed to teach.

10. The terms of this Memorandum of Agreement shall be effective for the 2016/2017 school year.


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:



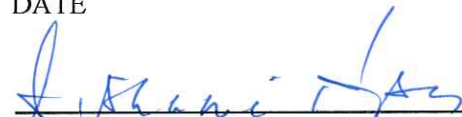
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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
SUBSTITUTE TEACHERS COLLECTIVE BARGAINING AGREEMENT DURATION

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2012-2016 Substitute Teachers' Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

Article 12 of the District/PAT Substitute Teachers' CBA stipulates the Agreement will be in effect through June 30, 2016.

Summary:

In light of the ongoing negotiations related to the District/PAT Teachers' CBA, the District and PAT have tentatively agreed to the terms reflected in the attached MOA which is submitted for Board consideration and approval.

HUMAN RESOURCES MISSION: Human Resources Partners With District Leadership To Recruit, Develop, And Support A Culturally Diverse Workforce Dedicated To The Highest Standards Of Equity And Achievement That Creates An Environment Of Empowerment And Success For Our Students, Employees, And The Communities We Serve.

May 26, 2016

**Memorandum of Agreement
between
Multnomah County School District #1J
and
Portland Association of Teachers**

The following represents the terms of the agreement between Multnomah County School District #1J ("District") and the Portland Association of Teachers (PAT) ("Union") regarding the duration of the 2012 District/Union Substitute Teachers' Collective Bargaining Agreement.

Background

Article 12 of the District/Union Substitute Teachers' Collective Bargaining Agreement stipulates the Agreement will be in effect through June 30, 2016.

In light of the ongoing negotiations related to the District/Union Teachers' Collective Bargaining Agreement, the parties have conferred and have come to a mutual agreement, the specifics of which are outlined below.

Agreement

The 2012 District/ Union Substitute Teacher's Collective Bargaining Agreement shall remain in full force and effect through December 31, 2016.

This Memorandum of Agreement is subject to the approval of the District's Board of Education.

ACCEPTED AND AGREED:



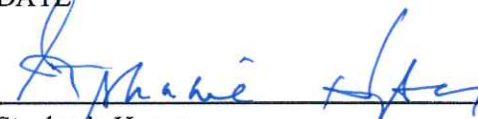
John Berkey
UniServ Consultant
Oregon Education Association/PAT

May 27, 2016
DATE



Sean L. Murray
Chief Human Resources Officer
Multnomah County School District #1J

6-2-16
DATE



Stephanie Harper
Sr. Legal Counsel, Labor & Employment
Multnomah County School District #1J

6-2-16
DATE



PORTLAND PUBLIC SCHOOLS

Human Resources

501 N Dixon Street • Portland, OR 97227

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MEMORANDUM

TO: BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS
CAROLE SMITH, SUPERINTENDENT

FROM: SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

SUBJECT: MEMORANDUM OF AGREEMENT
VACANCIES NEAR THE BEGINNING OF THE 2016/17 SCHOOL YEAR

DATE: JUNE 10, 2016

Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Memorandum of Agreement (MOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Portland Association of Teachers (PAT) is presented to the Board of Directors for their consideration and approval.

Background:

Article 15 of the District/PAT CBA outlines the process by which the District is to fill vacancies.

Summary:

In recognition of the importance of completing the staffing process to insure that professional educators are hired and provided the opportunity to prepare for their assignment's before students report to school, the District and PAT have tentatively agreed to the terms reflected in the attached MOA which is expected to be ratified by PAT membership on June 13, 2016 and is submitted for Board consideration and approval.

HUMAN RESOURCES MISSION: Human Resources Partners With District Leadership To Recruit, Develop, And Support A Culturally Diverse Workforce Dedicated To The Highest Standards Of Equity And Achievement That Creates An Environment Of Empowerment And Success For Our Students, Employees, And The Communities We Serve.

**MEMORANDUM OF AGREEMENT
VACANCIES NEAR THE BEGINNING OF THE
2016-2017 SCHOOL YEAR**

In recognition of the importance of completing the staffing process to insure that professional educators are hired and provided the opportunity to prepare for their assignments before students report to school, the parties agree to the following:

New vacancies in ongoing PAT positions which become known within twenty-one (21) calendar days prior to the first workday of the 2016-2017 school year (August 23, 2016) shall not be subject to the posting requirements in Article 15, Section C, sub-section 5 of the 2013-2016 Agreement between Portland Public Schools (School District #1J) and the Portland Association of Teachers (Association). Newly created PAT positions are subject to the posting requirements in Article 15, Section C, sub-section 5, of the 2013-2016 Agreement between Portland Public Schools (School District #1J) and the Portland Association of Teachers (Association). No other terms of the Agreement are affected by this Memorandum.

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:



Marty Pavlik
Un/Serv Consultant
Oregon Education Association/PAT

06/01/2016


DATE



Sean L. Murray
Chief Human Resources Officer
Multnomah County School District #1J

6-1-16

DATE



Stephanie Harper
Sr. Legal Counsel, Labor & Employment
Multnomah County School District #1J

6-1-16



Board of Education Informational Report

MEMORANDUM

Date: June 10, 2016

To: Members of the Board of Education

From: Yousef Awwad, Chief Financial Officer

Subject: Delegated Authorization to Transact Banking Business

We are requesting changes in Board resolution 5202 which was passed on January 26, 2016 as it applies to the delegated authorization to transact banking business. Currently our resolution restricts the authorization to sign checks drawn on District accounts to either the Chief Financial Officer or the Chief Operating Officer. We have added the position of Deputy Chief Financial Officer to the list of signers, as well as included the ability of the Superintendent to designate one of the other Senior Managers listed in Section 2 in the event of the absence of the primary signers listed in Section 1.

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

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Purchases, Bids, Contracts

The Superintendent RECOMMENDS adoption of the following item:

Resolution 5278

RESOLUTION No. 5278

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 agreements in a form approved by General Counsel for the District.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Providence Health and Services	4/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Personal Services PS 63037	Provide athletic trainers and services to student athletes at all District high schools. Maximum contract term through 6/30/2021. RFP 2015-2045	Original Term \$218,750 \$1,094,000 over maximum contract term.	A. Lopez Fund 101 Dept. 5423
Daktronics, Inc.	6/15/2016 through 02/28/2017 Option to renew annually through 02/28/2020	Cooperative Agreement COA 63006	Purchase of scoreboards for nine high school locations. Lead Agency: Association of Educational Purchasing Agencies (AEPA)	Original Term \$100,000 \$360,000 over maximum contract term	Y. Awwad Fund 101 Dept. 5560
Ross Builders Northwest, LLC	6/15/2016 through 12/31/2016	Construction Services C 63031	Lincoln: Provide site, civil and utility infrastructure for two new modular classrooms. ITB-C 2016-2083	\$308,000	Y. Awwad Fund 404 Dept. 5597 Project X0125
Pro-View Foods	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63069	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$310,000 \$1,550,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Bongard's Creameries	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63070	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$175,000 \$875,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570

Smucker Foodservice, Inc.	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63073	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$350,000 \$1,750,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Jennie-O Turkey Store Sales, LLC	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63074	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$310,000 \$1,550,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Cargill Kitchen Solutions	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63075	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$150,000 \$750,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Ling's	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63081	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$70,000 \$350,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Trident Seafoods Corporation	7/1/2016 through 6/30/2017 Option to renew annually through 6/30/2021	Material Requirements MR 63082	Provide District nutrition services program with USDA foods processing on a requirements basis. Maximum contract term through 6/30/2021. RFP 2015-2048	Original Term \$45,000 \$225,000 over maximum contract term	Y. Awwad Fund 202 Dept. 5570
Immigrant and Refugee Community Organization (IRCO)	7/1/2016 through 6/30/2017	Personal Services PS 63068	Provide Family and Community Engagement (FACES) program, including outreach, group family learning and support, and individualized learning and support activities, to strengthen the relationship between schools and families. Direct Negotiation PPS-46-0525 (3)	\$227,936	L. Poe Fund 101 Dept. 5431
Oh Planning + Design Architecture	6/15/2016 through 12/31/2018	Architectural Services ARCH 63064	Architectural and Engineering services for facility improvements on the 2017 improvement project schools. Bond 2012 RFP 2016-2082	\$2,420,362	J. Vincent Fund 451 Depts. 1131, 1132, 1143, 1149, 1160, 1172, 1190, 1191, 1244, 1255, 1256, 1262, 1267, 1276, 1286, 2174, 2235, 2283, 3213 & 4239 Projects DB108, DC208, DC308 & DC408

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGA's

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

Y. Awwad

Other Matters Requiring Board Approval

The Superintendent RECOMMENDS adoption of the following items:

Resolutions 5279 through 5287

RESOLUTION No. 5279

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding Chief Joseph/ Ockley Green, Beach, Woodlawn, Peninsula, Odyssey and Chapman

RECITALS

- A. For the 2016/17 school year, Ockley Green will be converted to a Middle School; Beach, Woodlawn, and Peninsula will operate in a K-5 configuration; and Chief Joseph will operate in a K-4 configuration. Additionally, for the 2016/17 school year, the Odyssey Program will be relocated from the Hayhurst campus to the East Sylvan campus and the Chapman School Kindergarten classes will be moved to the Ramona Early Learners site.
- B. The District and PAT have conferred on the impact of these changes on PAT staff and have come to mutual agreement. The details of that agreement were reflected in an MOA.

RESOLUTION

It is agreed that the District will accept the MOA as ratified by the PAT membership and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No.5280

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding Fall Parent/Teacher Conferences in the 2016/17 school year

RECITALS

- A. Article 5 of the District/PAT CBA provides the ability of the District to schedule one parent/teacher conference in the evening. The District approached PAT concerning its ability to schedule two evening parent/teacher conferences in the 2016/17 school year.
- B. The 2016/17 Rosa Parks Elementary School calendar does not afford PAT staff time to prepare for the parent/teacher conferences scheduled in August. The District approached PAT to discuss this matter.
- C. The District and PAT have conferred on the matter of parent/teacher conferences in the 2016/17 school year and have come to mutual agreement. The details of that agreement were reflected in an MOA that was presented to PAT membership for ratification.
- D. On June 13, 2016, PAT notified the District that its members ratified the terms of this MOA

RESOLUTION

It is agreed that the District will accept the MOA as ratified by the PAT membership and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No. 5281

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding Rosa Parks Elementary School Balanced Calendar

RECITALS

- A. The District and PAT have previously entered into an agreement which allowed for a balanced (aka: year round) calendar for Rosa Parks Elementary School. The District approached PAT with respect to continuing the balanced (aka: year round) calendar for Rosa Parks Elementary School in the 2016/17 school year.
- B. The District and PAT have conferred on maintaining the balanced (aka: year round) calendar at Rosa Parks Elementary School for the 2016/17 school year and have come to mutual agreement. The details of that agreement were reflected in an MOA that was presented to PAT membership for ratification.
- C. On June 13, 2016, PAT notified the District that its members ratified the terms of this MOA

RESOLUTION

It is agreed that the District will accept the MOA as ratified by the PAT membership and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No. 5282

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding Site Support Instructors for the 2016/17 School Year

RECITALS

- A. The District and PAT have previously entered into an agreement related to the establishment of a new classification, Site Support Instructor. The District approached PAT with respect to continuing its ability to utilize the Site Support Instruction classification in the 2016/17 school year.
- B. The District and PAT have conferred on the matter of Site Support Instructors in the 2016/17 school year and have come to mutual agreement. The details of that agreement were reflected in an MOA that was presented to PAT membership for ratification.
- C. On June 13, 2016, PAT notified the District that its members ratified the terms of this MOA

RESOLUTION

It is agreed that the District will accept the MOA as ratified by the PAT membership and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No. 5283

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding the 2012-2016 Substitute Teachers' Collective Bargaining Agreement (CBA)

RECITALS

- A. Article 12 of the District/PAT Substitute Teachers' CBA stipulates the Agreement will be in effect through June 30, 2016.
- B. The District and PAT have conferred and have come to mutual agreement that the CBA shall remain in full force and effect through December 31, 2016.

RESOLUTION

It is agreed that the District will accept the MOA as presented and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No. 5284

Memorandum of Agreement (MOA) between Portland Public Schools (District) and the Portland Association of Teachers (PAT) regarding Vacancies near the Beginning of the 2016/17 School Year.

RECITALS

- A. Article 15 of the District/PAT CBA outlines the process by which the District is to fill vacancies.
- B. The District and PAT have conferred on the importance of completing the staffing process to insure that professional educators are hired and provided the opportunity to prepare for their assignment's before students report to school and have come to mutual agreement. The details of that agreement were reflected in an MOA that was presented to PAT membership for ratification.
- C. On June 13, 2016, PAT notified the District that its members ratified the terms of this MOA

RESOLUTION

It is agreed that the District will accept the MOA as presented and will implement the terms of such MOA.

S. Murray/ C. Cusimano

RESOLUTION No. 5285

Resolution Appointing Presiding Officer for Pretermination Hearing

RECITALS

Board Policy 5.20.132 establishes that contract teachers recommended for dismissal may request a pretermination hearing prior to the Board of Education taking action on the Superintendent's recommendation for dismissal. The policy further establishes that the "hearing will occur before a presiding officer designated by the Board."

Two contract teachers have been recommended for dismissal and have requested pretermination hearings.

RESOLUTION

The Board of Education directs Human Resources to engage objective and qualified third party presiding officers, preferably from another local school district or other public entity, to hear the two teacher pretermination matters before the Board.

S. Murray

RESOLUTION No. 5286

A Resolution Regarding Depository Banks
for the Funds of the Portland Public School District (School District No. 1-J, Multnomah County Oregon)

RECITALS

- A. On January 26, 2016, the Board of Education (“Board”) passed Resolution No.5202, designating Wells Fargo Bank as the District’s depository institution. In addition, the Board adopted Cash Management Policy 8.020.010-P.
- B. The District desires to supplement and/or modify Resolution 5202 as provided below.

RESOLUTION

- 1. Any one of the following of the District’s officers [*designate titles only*]; and in their absence as the Superintendent designates

Chief Financial Officer _____,

Chief Operating Officer _____,

Deputy Chief Financial Officer

(each such designated officer an “Officer”), is individually authorized to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with any depository institution qualified by the Oregon State Treasurer under Oregon Revised Statutes (O.R.S.) 295 (herein after called "Bank") which account shall be in the name of the District; (b) execute and deliver in the District’s name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house (“ACH”) debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of the District, and otherwise negotiating, checks and other items payable to the District; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions;

- 2. Any one of the following of the District’s officers [*designate titles only*];

Director or Assistant Director of Financial Services _____,

Senior Manager/Financial Services/GL _____,

Senior Manager/Treasury _____,

_____.

(each such designated officer a “Limited Officer”), is authorized to: i) request funds transfers by Bank to and from the Accounts, (ii) enter into arrangements for the processing of automated clearing house (“ACH”) debit entries and/or ACH credit entries to and from the Accounts.

- 3. Each Officer and each Limited Officer is individually authorized to designate one or more District officials (each such designated official, an “Official”) to: (a) sign checks withdrawing funds from their respective school checking Accounts, including those payable to cash; and (b) issue and release stop payments on checks drawn on their respective school checking Accounts.
- 4. The District is authorized to enter into any other arrangements, agreements and documents with respect to any Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Officer signing such agreements and documents, after appropriate Board of Education approval is obtained, if necessary;

5. Except to the extent provided otherwise in any agreement between the District and Bank, the District authorizes Bank to rely on any act or communication, including telephone, wire or electronic communication, purporting to be done by any Officer, Limited Officer or Official of the District if such reliance is in good faith, and the District shall be bound to Bank by any such act or communication relied on by Bank in good faith;
6. These resolutions are in addition to, and not by way of limitation on, other resolutions, if any, of the District in favor of Bank, and that the authority conferred by these resolutions shall be deemed retroactive and any and all acts authorized by these resolutions performed prior to the passage of these resolutions are hereby approved and ratified as the official acts and deeds of the District; and
7. Each of these resolutions shall continue in full force and effect until Bank has received express written notice of its rescission or modification by a resolution duly adopted by the District's Board of Education and certified by a Secretary or Deputy Clerk of the District."

Y. Awwad

RESOLUTION No. 5287

Minutes

The following minutes are offered for adoption:

May 24, 2016