

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

The following represents the terms of the agreement between Multnomah County School District #1J ("District") and the Oregon Education Association/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 2013-2016 School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).
2. Once engaged by the District and for the remaining duration of the 2015/2016 school year, a SSI will be assigned to the buildings listed below.
 - a. Boise-Eliot/ Humboldt (PK-8)
 - b. Cesar Chavez (K-8)
 - c. George (6-8)
 - d. King (PK-8)
 - e. Rigler (K-5)
 - f. Rosa Parks (K-5)
 - g. Sitton (K-5)
 - h. Scott (K-8)
 - i. Woodlawn (PK-8)
3. 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.
4. The SSI will be provided a workstation at the building to which s/he is assigned with computer access and a District email address.
5. The SSI will not be used in place of requesting a substitute through the District substitute system.
6. The SSI will not be used for long-term substitute positions.

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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.¹
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.²
9. Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
10. The SSI position shall be considered Temporary as that term is defined in Article 1.B.11 of the CBA for the 2015/2016 school year. Accordingly, the engagement of these SSIs will terminate at the end of the school year in June 2015.

If the District decides to continue this program for the 2016/2017 school year, the SSI may apply for such position in accordance with Article 15.C.6 of the CBA.

11. All the terms and conditions of the CBA relating to Temporary teachers 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 7:00am 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 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 is assigned to cover.

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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- 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 shall not apply to the SSI.³

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


ACCEPTED AND AGREED:



 Marty Pavlik
 UniServ Consultant
 Oregon Education Association/PAT

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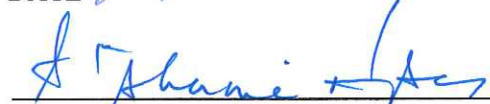
 DATE



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

12/11/15

 DATE



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

12/10/15

 DATE

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.