

Memorandum of Understanding

Joint Application for Inclusion in TSPC Apprenticeship Program

Between

[school district]

and

[ESP local association]

and

[licensed local association]

The [school district] (District), Education Support Personnel [ESP association], and [licensed association] agree to allow District and [apprenticeship candidate] to jointly apply to the Oregon Teaching Apprenticeship Joint Apprenticeship Training Committee (JATC) Program for the [school year], under the following conditions:

1. Employee of the District: while enrolled in the Apprenticeship Program, [apprenticeship candidate] shall be an employee of the District and covered under the licensed collective bargaining agreement.
2. Leave of Absence and Right of Return: the District and [ESP association] agree that:
 - a. Once the joint Apprenticeship application is accepted, [apprenticeship candidate] shall be placed on an unpaid leave of absence from their ESP position.
 - b. At their discretion, [ESP candidate] shall have the right to return to their prior position or substantially similar position by giving notice no later than ten (10) working days after exiting the Apprenticeship Program. During the time between notice and a return to the prior position, the District shall employ [apprenticeship candidate] as a daily substitute until they resume their former position. Upon return, [apprenticeship candidate] shall be given step credit on the wage schedule as if they had continued in their prior assignment without disruption.
 - c. Seniority shall continue to accrue during the apprenticeship.
 - d. For purposes of layoff, there will be no break in service for [apprenticeship candidate] if they return to their prior position.
3. Hours and Wages: the District and [licensed association] agree that [ESP candidate], while an apprentice working in the school district, shall be considered a full-time employee, and shall be paid at least the minimum hourly rate set by the JATC. If [District] sets a higher hourly rate, that rate shall be applied to all other similarly-placed district apprentices.

4. Applicability of the Licensed Collective Bargaining Agreement: the District and [licensed association] agree that all remaining provisions of the licensed collective bargaining agreement shall apply to [apprenticeship candidate], except for the following articles, which shall not apply:
 - a. Layoff– Article [X];
 - b. Evaluation – Article [X];
 - c. Vacancies and Transfers – Article [X];
 - d. Unpaid Leaves – Article [X]; and
 - e. Tuition Reimbursement – Article [X].

5. Successful Completion of Apprenticeship Program: once [apprenticeship candidate] successfully completes the Apprenticeship Program according to all JATC requirements, the District shall either place them into a vacant position for which they qualify, either immediately or at the start of the next school year, or agrees to place the apprentice in the first-round job interview by the District. [Licensed Association] agrees to suspend any contractual vacancy procedures for the placement of [apprenticeship candidate].

This agreement expires immediately after [apprenticeship candidate]:

1. is formally rejected for initial inclusion into the Apprenticeship Program;
2. successfully completes the Apprenticeship Program;
3. exits the Apprenticeship and returns back to their prior position; or
4. exits the Apprenticeship and fails to give notice of an intent to return to their prior position.

[Apprenticeship Candidate]	Date
[District]	Date
[ESP Association]	Date
[Licensed Association]	Date