

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby entered into by and between the West Linn Wilsonville School District (District) and the Oregon School Employees Association, Chapter 102 (Association) for the purpose of modifying the work year and compensation for members of the bargaining unit.

WHEREAS, the parties recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic; and

WHEREAS, the parties agree that the pandemic will have both short-term and long-term adverse impacts on the District's budget; and

WHEREAS, the parties acknowledge the presence of state and federal resources that can be accessed during this emergency in the form of assistance to furloughed workers; and

WHEREAS, the parties recognize the Work Share program is to preserve resources for 2020-2021 and reduce the number of negatively impacted employees in the bargaining unit; and

THEREFORE, the District and Association hereby agree to the following:

1. The District shall reduce the hours of each bargaining unit member based on their work year calendar between 20% and 40% for each week. Beginning on Thursday, May 28th, 2020.
 - A. 10 month classified school year calendar staff (Paraeducator, Nutrition Services, MS ISEF Coordinator) will take four furlough days on May 28, May 29, June 2, and June 3, 2020.
 - B. 10/11 month classified extended year calendar staff (Secretaries, IT Specialists, Transition Specialists, Bookkeeper) will take six furlough days on May 28, May 29, June 2, June 3, June 11, and June 12.
 - C. 12 month classified staff (Secretaries, Building Engineers, Custodians, Maintenance, CREST Coordinators, Accounts Payable Clerk, Warehouse, IT Specialists, Journeyman Craft Specialist, Licensed Journeyman) will take eight furlough days on May 29, June 5, June 12, June 19, June 26, July 10, July 17, and July 24.
2. The salary of bargaining unit members shall be reduced by the number of days identified above with that reduction spread out among the remaining paychecks for 10 or 11 month classified staff and according to the payroll cutoff calendar for 12 month classified staff. For members who work less than full time, their salary will be reduced by a prorated amount according to their assigned FTE.
3. Bargaining unit members will not be expected to perform any duties or to be available for any purpose on the furlough days (or furloughed time for members who work less than full time).
4. The District shall continue to provide the same health insurance contributions to each bargaining unit member that it provided prior to this Agreement.
5. The parties acknowledge the waiver of Oregon's one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first furlough day. The District and Association will collaboratively provide information to bargaining unit members to assist with the submission of unemployment claims, with the intention of allowing members to access all available assistance, including assistance provided by

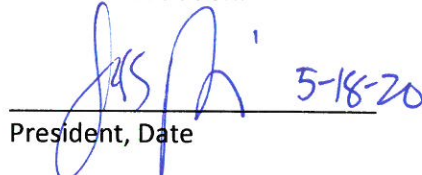
the Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.

6. The parties acknowledge that the federal CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employee's access to unemployment insurance benefits, including PUC program payments of \$600 per week per eligible employee, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. The District will exclude bargaining unit members from participation in the furlough days where the parties anticipate that the member will be ineligible for state and federal resources based on the following factors:
 - A. The member has not been employed with the District for six (6) months full-time or twelve (12) months part-time;
 - B. The member takes time off due to illness or injury that excludes them from eligibility, so long as that is reported to the District in advance of the District's weekly submission to the Oregon Employment Department.
 - C. If the Oregon Employment Department determines an employee is ineligible for the WorkShare program, the District will allow the employee to apply available leave balances (if any) to make up the lost time and/or Ineligible members will be returned to their regular work schedules with no furlough.
 - D. PUC program becomes unavailable.
 - E. If a member has notified the district of their retirement from PERS on or before July 31, 2020; they will be excluded from the furlough and work share plan.
7. Employees taking less than one (1) full day of leave will work with their immediate supervisor to flex their schedule the same week of the leave if they are in jeopardy of falling below a 20% reduction in hours for that week which would make them ineligible for WorkShare.
8. The parties acknowledge that if the employee works less than 60% of their scheduled hours in a week, they will become ineligible for WorkShare. WorkShare only permits benefits to be paid if an employee works between a 20-40% reduced work schedule. The employer and employee will work together to ensure that the employee remains eligible for unemployment benefits.
9. All money saved through classified furlough days by participating in the WorkShare program will go directly back to classified salaries, benefits, step increases, and negotiated pay increases for 2020-21.
10. All provisions of the parties Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
11. This Memorandum is subject to the approval of the parties' respective principals. If approved by the members of the West Linn Wilsonville School Board and the members of the Oregon School Education Association, this Memorandum shall expire on July 31, 2020, and shall not set precedent for any future action.

For the District:

 5/18/2020
Superintendent, Date

For the Association:

 5-18-20
President, Date