

**Memorandum of Understanding
Between
Association of Salem Keizer Education Support Professionals
And
Salem-Keizer School District**

In recognition of the unique challenges presented by COVID-19 the Association of Salem Keizer Education Support Professionals (ASK ESP) and Salem-Keizer School District (District) support Association's members ability to have flexibility in their working conditions and ability to work remotely or onsite during the 2020-2021 school year. The parties hereby agree to the following in this Memorandum of Understanding (MOU). This MOU supersedes any QAM the district develops related to telework, so long as this MOU is in effect.

Bargaining Unit Member Support

1. The District shall provide Professional Development support to bargaining unit members who have instructional related duties to comprehensive distance learning (CDL) by providing applicable Professional Development as well as supervisor and technological support (TIS).
2. The District will provide employees with the necessary durable goods (e.g. computer or laptop, printers, monitors) for remote work to employees based on the needs of their position.
 - a. Employees will have access to their work site to pick up any necessary consumables needed to complete their work.
 - b. The District will not deliver durable goods to employees' off-site work location. If an employee requires durable goods that cannot be moved (desks, stand-up desks, chairs) to employees' off-site location, the employee may work at their assigned work location in order to utilize the goods.
3. Bargaining unit members will be provided with the technology applications (e.g. See Saw and Canvas) required to complete their work assignments.
4. Bargaining unit members whose job requires them to have communication with families will be provided with a Teams phone number; or for any other demonstrated need, or mutually agreed upon between the parties.
5. If the Governor, Health Authority or any other Authority closes all District buildings, any employee who needs additional bandwidth to perform their job duties will be addressed on an individual basis.

Implementation Guidelines

1. Employees will adhere to all District policies, procedures, and practices as they would if working from their District work location.
2. Supervisors will monitor employee performance standards including, but not limited to productivity, dependability, attendance, quality of work, and professional conduct.
 - a. Employees will not be monitored without notice, with the exception of standard investigation procedures.
3. Employees will remain accessible in the same manner they would be as if they were operating on District property, through their normal means of communication, including, but not limited to: email; virtual meetings; Microsoft Teams; or district provided phone or other phone calling software, during their regularly scheduled hours.
4. The parties agree this Agreement is not intended to authorize flex-time. Bargaining unit members will be available throughout their regularly scheduled work hours, or hours approved by their supervisor, as if operating on District property.
5. Employees will take their assigned breaks and lunch period.
6. Overtime and additional compensation time must be pre-approved by the employee's supervisor.
7. Employees will record their flex time, compensatory time, overtime and leave usage according current District practices.
8. Bargaining unit members will work from a remote location that allows them to perform their assigned duties and without risk of physical injury.
9. Employees will immediately report any injury that takes place in their remote location during their work hours.
10. Employees will work from a remote location that allows employees to maintain confidentiality of information and documents to the same extent as when working from their District location.

Security

1. Consistent with the District's expectations of information security for employees working onsite, employees working offsite will be expected to ensure the protection of proprietary District and stakeholder information accessible from their remote location. Steps include the regular password maintenance, securing work product and confidential documents, and any other measures appropriate for the job and the environment.

2. Employees will hold in person meetings with colleagues and/or district stakeholders at their District work site or in public, but not in the employee's remote work location.

Return to District On-Site Work Location

1. Supervisors may request the employee report to their District location during their regularly scheduled hours with 48-hours' notice. The employee and supervisor may mutually agree to modify this reporting requirement based on employee circumstances.
2. Families First Coronavirus Response Act (FFCRA) provides some additional paid leave benefits to employees if an employee has been asked to self-quarantine by their healthcare professional, is experiencing COVID-19 symptoms and is seeking a diagnosis, or has no childcare due for reasons related to COVID-19. The employee may contact the Benefits Department for assistance.
3. Employees who are in a High-Risk Category and have concerns about returning to in-person work may contact the Benefits Department to determine leave options.

The parties agree that this MOU will be in force until June 30, 2021. If county and state mandates still dictate District operations related to COVID-19 on June 30, 2021, the parties will meet and determine a mutually agreeable date to extend this MOU.

This MOU should not be construed to alter any other terms of the collective bargaining agreement or conditions of status quo bargaining as established by Oregon law. This Agreement is not precedent setting.

Signed:

Rita Glass, President



Association of Salem-Keizer
Education Support Professionals

*Peggy Stock, Director of Employee
and Labor Relations, SKPS*



Salem-Keizer School District

Date Signed: 09-08-2020

Date Signed: 9-9-2020