



BOARD OF DIRECTORS
Marty Heyen, Chairperson • Jesse Lippold, Vice Chairperson
Danielle Bethell • Sheronne Blasi • Satya Chandragiri
Kathy Goss • Paul Kylo
PO Box 12024, Salem, Oregon 97309-0024
503-399-3001

Christy Perry, Superintendent

AGENDA
SPECIAL BOARD MEETING
May 20, 2020
6:30 p.m.
Electronic, Live-stream

The special board meeting will be held electronically due to social distancing guidelines in accordance with the governor's executive orders and COVID-19.

The meeting will be broadcast on CCTV, channel 21.

Link to view the meeting: <https://www.youtube.com/watch?v=S0moAibtKXE>

- | | |
|--|-------------|
| 1. <u>CALL TO ORDER</u> | Chairperson |
| a. Board Attendance | |
| b. Agenda Modifications | |
| 2. <u>ACTION ITEMS</u> | Chairperson |
| a. *Approve the Memorandum of Understanding with Association of Salem Keizer Education Support Professionals | |
| 3. <u>ADJOURNMENT</u> | Chairperson |

*Support Material Included

**APPROVAL OF MEMORANDUMS OF UNDERSTANDING
ASSOCIATION OF SALEM KEIZER EDUCATION SUPPORT PROFESSIONALS**

Background/Discussion

SKPS is expecting a fairly significant revenue shortfall in the 2020-21 school year as a result of the Coronavirus pandemic and reduced tax collections at the state level. In order to save significant money this school year to help mitigate the impacts of reductions next school year and to hold our employees harmless, we will be accessing a state program called Work Share as well as money available through the federal CARES Act.

The district and both Salem Keizer Education Association (SKEA) and Association of Salem Keizer Education Support Professionals (ASK ESP) have jointly developed Memorandums of Understanding and reached tentative agreements pending member approval. The SKEA MOU came before the board at the May 19, 2020, special board meeting.

The ASK ESP MOU was to have come before the board at the May 19, 2020, special board meeting. However, ASK ESP membership voting was delayed due to technical malfunctions, and voting was extended into Wednesday, May 20, which delayed bringing the item before the board.

Upon approval by both association membership and the school board, beginning this week all SKPS employee work weeks will be reduced by 20 percent, with the majority of staff taking furlough days on Friday.

Recommendation/Board Action

Staff recommends the board approve the Memorandum of Understanding with Association of Salem Keizer Education Support Professionals

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

This Memorandum of Understanding is hereby entered into by and between the Salem-Keizer School District (District) and the Association of Salem Keizer Education Support Professionals (Association) for the purpose of modifying the work days between May 17, 2020 and July 25, 2020 and compensation for members of the bargaining unit.

The District and Association hereby agree to the following:

1. Work days for members of the bargaining unit, shall be reduced by 20% each week beginning May 17, 2020 and ending July 25, 2020. This will be achieved for most employees by taking Friday each week as a furlough day. For members who work less than full time, their work week will be prorated according to their assigned FTE.
2. The pay of bargaining unit members shall be reduced by the number of hours furloughed. Pay reductions do not include reductions in compensation for differentials, if any.
3. The District contributions to Employee Benefits as outlined in Article 7 of the parties' Collective Bargaining Agreement (Agreement) related to Insurance and PERS shall not be reduced or diminished in any way. The District and Association agree there is ambiguity as to whether the District is legally permitted to contribute to PERS as outlined in the Agreement for the furlough days. It is the District's intent to pay the full PERS contribution for all furlough days as if the bargaining unit members worked the furlough days.

If PERS does not accept the contributions or the Oregon Department of Justice determines that some or all of the PERS contributions cannot legally be contributed, the District and the Association will meet and reach mutual agreement on a method to ensure the amounts contributed by the District are received by the employee in some form or fashion. The mutual goal for returning the amount of the contribution is for the District not to incur additional payroll costs and for the bargaining unit members not to incur taxable income if possible.

4. The scheduled furlough days for most employees will be 5/22; 5/29; 6/5; 6/11; or 6/12 (depending on work day calendar); 6/19; 6/26; 7/2; 7/10; 7/17; and 7/24 of 2020. Employees identified as being needed for essential functions, including but not limited to childcare and meal delivery, may have alternate furlough days. Alternate furlough days will be Mondays to the degree possible. Bargaining unit members will not be expected to perform any duties or be available for any purpose on the established furlough days (or furloughed time for members who work less than full time). Eligible and/or participating bargaining unit members are prohibited from working more than 32-hours during a given workweek which contains a furlough day.

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 CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees for 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 6 months full time or 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. The member has retired and has been rehired by the District within the last six (6) months or have returned part-time in the last twelve (12) months;
 - D. A member who has officially notified the District of an intended retirement date between now and July 25, 2020 (unless the employee submits a request in writing the Director of Labor and Employee Relations);
 - E. The member is determined to be "seasonal"; or
 - F. PUC program becomes unavailable.
7. If the Oregon Employment Department determines an employee is ineligible for the Work Share program or the dollars from CARES are not allocated, those ineligible employees will be returned to their schedules prior to the furlough or be made whole with retroactive pay.
8. If an eligible bargaining unit member decides that they will not apply for the Work Share/PUC program, they will still be temporarily furloughed according to the terms of this Memorandum.
9. Ineligible employees can elect to not work on furlough days by accessing available leave balances.
10. Twelve (12) month employees will have any prior year vacation balances as of June 30, 2020, automatically rolled over beginning with the new fiscal year. Employees will not be required to submit the Request for Prior-Year Vacation Carryover form (HUM-030).

Employees that work less than 12 months will receive a payout of available vacation hours as per the Collective Bargaining Agreement.

11. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

12. This Memorandum shall expire on July 25, 2020 and shall not set any precedent.



For the District

05-17-2020

Date

For the Association

Date