**MEMORANDUM OF AGREEMENT**

**Between**

**Northwest Regional Education Service District (“District”)**

**And**

**Northwest Education Association (“NWEA”)**

This Memorandum of Agreement (Memorandum) is hereby entered into by and between the Northwest Regional Education Service District (District) and the Northwest Education Association (NWEA) for the purpose of modifying the existing work calendar 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 2020-21 contract year for members of the bargaining unit assigned to EI/ECSE and who return July 13, 2020, shall be reduced by a total of two (2) furlough days, as identified in Paragraph 2 below. For members who work less than full time, their furlough reduction will be prorated according to their assigned FTE. The reduction shall be accomplished by establishing one (1) furlough day per week, beginning the week of July 13, 2020 and not extending beyond July 25, 2020.
2. Employees shall be furloughed on the following two (2) days: July 17, 2020 and July 24, 2020. A substitute furlough day in the same week as these specific listed days may be allowed in unusual circumstances. This must be approved by the supervisor.
3. The salary of employees affected by this Memorandum will be reduced by twenty percent (20%) on weeks in which there are furlough days; reduction will be spread among the member’s July and August paychecks.
4. Bargaining unit members will not be expected to perform any duties or to be available for any purpose on the established furlough days (or furloughed time for members who work less than full time).
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 about the program. The District will assist as needed 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 agrees to 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:
	1. The member has not been employed with the District for 6 months full time or 12 months part-time.
	2. PUC program becomes unavailable.
	3. The Oregon Employment Department determines an employee is ineligible for this Work Share program. Ineligible employees will be returned to their schedules prior to the furlough or be made whole with retroactive pay. Since PERS does not accept the reporting of full contractual salary amount for the time employees are furloughed, anyone intending to retire during the 2020-21 or 2021-22 school years will be allowed to apply available non-accruing or emergency leave to make up the lost hours. Employees choosing this option must notify the District’s Human Resources Department in writing of such intent not later than July 15.
	4. The employee uses sick leave for a FMLA/OFLA qualifying event that excludes them from eligibility, so long as it is reported to the District in advance of the weekly submission to the Work Share Program.
	5. The employee is in the process of gaining citizenship and is unable to accept benefits at the risk of jeopardizing their application status.
	6. The employee has submitted their notice of retirement to the District.
	7. The employee is currently receiving PERS pension payments.
7. The District will not be held responsible for lost salary for the furlough days for any bargaining unit member who chooses not to complete the one-time two-page Work Share Unemployment eligibility form or follow up with the Oregon Employment Department for additional requests for information. Members who completed this form in the 2019-20 school year will not need to re-apply.
8. All other provisions of the parties’ Collective Bargaining Agreement and any Memoranda of Agreement not expressly modified by this Memorandum shall remain in full force and effect. All provisions of the Collective Bargaining Agreement and all Memoranda of Agreement shall remain unmodified and unaffected by this Memorandum for those employees not participating in the Work Share plan for reasons set forth above.
9. This Memorandum shall expire on July 31, 2020, and shall not set precedent for any future action.

|  |  |
| --- | --- |
| Northwest Regional Education Service District  | Northwest Education Association |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |