

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is hereby entered into by and between the Portland Public Schools (District) and the Portland Association of Teachers (Association) for the purpose of modifying the existing 2019-20 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 2019-20 contract year for members of the bargaining unit, previously comprised of 192 and 202 contract days, shall be reduced by 1 day per week for each week remaining in the work year. For members who work less than full time, their work week will be prorated according to their assigned FTE. This will include three inclement weather make up days, scheduled for June 8, 9 and 10. That reduction shall be accomplished by establishing one furlough day per week, beginning with the week of May 4, 2020.
2. The salary of bargaining unit members shall be reduced by (number of days reduced/192 and number of days reduced/202), with that reduction spread among the remaining paychecks for the 2019-20 contract year based on the pay period in which the furlough time occurred. For members who work less than full time, their salary will be reduced by a prorated amount according to their assigned FTE. Salary reduction includes extended responsibility pay (ER), if the ER pay is to be paid out during the weeks of furlough.
3. The District shall publish a schedule of furlough days, not to exceed one per week, for the duration of the contract year. 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).
4. 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.

5. 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 is determined to be “seasonal”; or
- D. PUC program becomes unavailable.
- E. If the Oregon Employment Department determines an employee is ineligible for the Work Share program, or PERS or other benefits cannot be maintained, PPS will allow the employee to apply available non-accruing leave balances to make up the lost hours. Ineligible employees will be returned to their schedules prior to the furlough.

6. If a bargaining unit member decides that they will not apply for the Work Share/PUC program, they will be temporarily furloughed according to the terms of this Memorandum and will not be allowed to apply available leave to make up the lost hours.

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

8. This Memorandum shall expire on June 30, 2020, and shall not set precedent for any future action.

For the District:

For the Association:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date