

MEMORANDUM OF UNDERSTANDING

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION, ASHLAND CHAPTER 42

AND THE

ASHLAND SCHOOL DISTRICT

The Ashland School District ("District") and the Oregon School Employees Association, Ashland Chapter 42 ("Association"), enter into this Memorandum of Understanding regarding the changes in working conditions for classified employees due to the distance learning plan adopted by the District for the 2020/2021 school year.

HOURS, WAGES, BENEFITS, AND ALTERNATIVE ASSIGNMENTS: The District and the Association agree that it is the goal during the 2020-2021 school year to keep all employees employed at their regular level of wages, hours, and benefits. To accomplish this, the District and the Association will continue to collaborate. If the need arises to reduce hours, the District will first work with the Association on other solutions.

- During the duration of the 2020/2021 school year, it may become necessary for an employee to perform alternative job duties outside of their normal classification to retain their regular hours, wages, and benefits.
- Should an employee be assigned to work in a different classification temporarily, they will retain their regular wage. This will temporarily suspend Article 4F of the Collective Bargaining Agreement for the duration of this MOU, the 2020-2021 school year.
- Employees given a temporary assignment will receive training relevant to that assignment.
- If the employee refuses an alternative work assignment, that employee shall understand that their hours may be temporarily reduced and/or they may use paid personal or vacation leave to make up for any shortfall.
- The District recognizes that some job duties are different due to the distance learning plan adopted by the District. The District will provide training on the use of any new technology required as part of completing regular job duties in the 2020-2021 school year. Employees who either self-identify or are identified by their supervisor as needing additional support in completing new job duties will be provided additional opportunities for training.

TEMPORARY POSITIONS & EMPLOYEES: The Association understands that due to the unpredictable nature of Coronavirus Pandemic, staffing levels needed throughout the 2020-2021 school year may be unpredictable. Therefore, the District and Association agree to the following language in relation to Temporary Positions and Temporary Employees, for the duration of the **2020-2021 school year only**.

Temporary Employees

Due to the unpredictable nature of the Coronavirus Pandemic and its effect on classified staffing needs, any temporary employee hired in response to the Pandemic, working more than one-hundred-twenty (120) workdays in a twelve (12) month period of time, will **not** become a probationary member of the unit per the Collective Bargaining Agreement.

Any temporary employee hired in response to the Pandemic working into the 2021-2022 school year shall be considered a probationary member of the unit per the Collective Bargaining Agreement.

Temporary Positions

Due to the unpredictable nature of the Coronavirus Pandemic and its effect on classified staffing needs, any temporary position created in response to the Pandemic, extending beyond one-hundred-twenty (120) workdays, will **not** be considered a bargaining unit position.

Any temporary position created in response to the Coronavirus Pandemic that extends into the 2021-2022 school year shall be considered a bargaining unit position. Should a temporary employee be hired into the position, seniority shall be awarded as of the first day of work as a temporary employee.

The District and Association agree that job postings to hire for temporary positions and temporary employees in response to the Coronavirus Pandemic will be identified as such in the title of the posting. In addition, the monthly new hire list provided to the Association will clearly identify those hired with this status.

HIGH-RISK ACCOMODATIONS:

- The District will make reasonable efforts to secure alternate work placement for employees in a high-risk category as defined by OHA, FMLA/OFLA, CDC, ADA or as identified by their health care provider during the length of the 2020-2021 school year.
- Once it is deemed safe by the employee's healthcare provider or the employee no longer meets the criteria, the employee shall return to their regular job duties and location.
- For those working remotely, the employee will be required to complete a Work from Home Plan.
- Employees not meeting the job expectations as determined by the administrator or supervisor will have the opportunity to return to their regular job duties and location or take appropriate leave.

SICK LEAVE/FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA): It is understood that an employee experiencing illness symptoms such as fever, cough, shortness of breath, sore throat, runny/stuffy nose, body aches, chills, or fatigue should not report to work.


- Employees reporting to work with symptoms may be sent home by their administrator or supervisor. The administrator or supervisor will notify the district nurse, who will contact the employee to review their symptoms and discuss the next steps.
- If available, the employee will be assigned telework at the discretion of the administrator or supervisor.

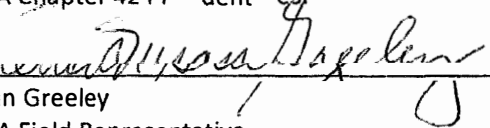
- Based on the discussion with the nurse, the employee may be required to submit to a COVID-19 test or a note from their healthcare provider before they can return to work on-site.
- If the district nurse determines there was not sufficient reason to send the employee home, the employee will be paid, without impacting their COVID leave. The employee will return to work as soon as possible, not later than the next scheduled workday.
- When the employee has been directed by a health care provider to quarantine at home and is able to work, the District will work with the employee to identify off-site work as much as is feasible, up to their regular full hours. If no off-site work is identified the employee will take COVID leave.

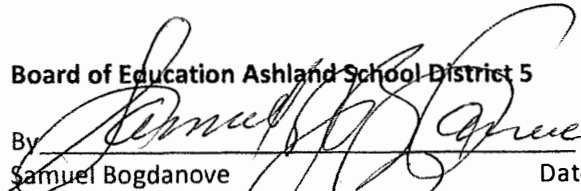
The District and/or the Association reserve the right to negotiate additional impacts or changes in the 2020-2021 school year.

All components of the Collective Bargaining Agreement between the District and the Association not addressed above shall remain in full force and effect.

Oregon School Employees Association Chapter 42

By  Date 10/16/2020
 Lisa March
 OSEA Chapter 42 President

By  Date 10/20/20
 Susan Greeley
 OSEA Field Representative

Board of Education Ashland School District 5
 By  Date 10/21/2020
 Samuel Bogdanove
 Ashland School District Superintendent

By  Date 10/21/2020
 Eva Skuratowicz
 Director/Chairperson