

**Ashland School District No. 5  
and  
Ashland Education Association**

**2021-2024 Agreement**

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**PREAMBLE**

**CONTRACT BETWEEN  
THE SOUTHERN OREGON BARGAINING COUNCIL  
AND  
SCHOOL DISTRICT NO. 5  
JACKSON COUNTY OREGON**

- A. This Agreement is entered into between the Ashland School Board on behalf of the Ashland School District No. 5, Jackson County, Oregon, herein referred to as the "Board" or "District" and the Southern Oregon Bargaining Council, herein referred to as the "Council" or "Association"
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for certified personnel included in the bargaining unit.

**ARTICLE 1 – Status of Agreement**

- A. The Board recognizes the Council as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time (half-time or more) certified employees.
- B. Supervisory, confidential employees and substitutes teaching less than sixty (60) consecutive teaching days are specifically excluded from the bargaining unit.
- C. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Council and the Board and reduced to writing.
- D. If any provision of this Agreement is held to be by operation of law or by any tribunal, of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or tribunal, the remainder of the Agreement shall not be affected thereby, and upon request of either party negotiations shall be initiated to attempt to arrive at satisfactory replacement for such provision.

## ARTICLE 2 – Council Rights and Privileges

### A. RELEASED TIME FOR MEETINGS AND DESIGNATED REPRESENTATIVES

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association. The District shall grant designated bargaining unit representatives, who are District employees, reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority. Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and the District.

The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.

### B. COUNCIL LEAVE

Upon request, the Board shall grant up to ten (10) days non-accumulative to be used by designated Council representatives to attend conferences, workshops, or conventions which are directly related to the Council's labor-management relationship with the District. This leave must be requested by the Council at least three (3) working days prior to the effective date. The Council shall reimburse the District an amount equal to one-day substitute salary for each leave day taken.

### C. SCHOOL BOARD MEETINGS

The Board may place on the agenda of the regular Board meetings under "New Business" those matters to be presented by the Council to the Board for consideration of such matters outside the contract. Such items for the agenda must be received by the Superintendent's office on the Tuesday preceding the regular board meeting on Monday.

### D. FACILITIES AND EQUIPMENT

The Council may use available school facilities, equipment and supplies when such facilities, equipment and supplies are not otherwise in use, and provided such is not reserved for specific school purposes. The Council shall pay for the reasonable costs of all such facilities, equipment, and supplies, and for repairs necessitated as a result thereof. A written request must be submitted and approved by the District for such use.

The Association shall have the right to use District computers, internet access, email system, and school mail boxes to conduct Association business outside of contracted work times. The Association shall comply with any Board policies, and local, state, and federal laws related to these modes of communication.

E. FACULTY MEETINGS

Upon request, the Council's local representative will be allowed to speak at the conclusion of any faculty meeting.

**ARTICLE 3 – Grievance Procedures**

The procedures for resolution of grievances is as follows:

A. DEFINITIONS

1. A "grievant" is an employee or group of employees who initiates a complaint.
2. Grievance: Any claim by the Council or employee/employees that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this contract.
3. The term "days" shall mean working school days. Weekend or vacation days are thus excluded. In any grievance carried past the contract expiration date, "days" shall mean those days exclusive of weekend or District holidays.
4. The term "representative" is the one who may speak for and/or advise a party in interest.
5. The term "immediate supervisor" refers to the one who has direct administrative or supervisory responsibilities over the grievant in the area of the grievance.

B. PROCEDURE

1. The grievant must be present or represented at all steps of the procedure. The grievant may be represented by the person or persons of the grievant's choice at any formal step of these procedures.
2. The number of days indicated at each level should be considered maximum.
3. The time limits may be extended by mutual consent in writing by the parties involved at any level.

4. A grievance shall be considered resolved at any level at which the grievant fails to request further consideration of the grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
5. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
6. All documents, communications, and records of a grievance will be filed in the District office separately from the personnel files.
7. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, the grievant must then initiate action within ten (10) days following the date upon which the grievant should reasonably have had knowledge of the cause. In failing to thus initiate action, the grievant may be considered to have no grievance.

C. LEVELS OF GRIEVANCE PROCEDURE

1. Level One - Informal:

The grievant will first discuss the grievance with their immediate supervisor within ten (10) days of grievance or knowledge of the grievance, either individually or accompanied by a representative with the objective of resolving the matter informally. The immediate supervisor shall communicate their decision within two (2) days.

2. Level Two – Formal:

If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with his immediate supervisor within five (5) days following the decision at Level One. This complaint shall set forth the grounds upon which the complaint is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within three (3) days to the grievant.

3. Level Three:

Within ten (10) days of receipt of the decision rendered at Level Two, that decision may be appealed further to the Superintendent. Appeals to the Superintendent shall be reviewed and a meeting scheduled within ten (10) days of the grievant's receipt of the appeal unless such meeting is waived by both parties.

Attendance at the meeting shall be restricted to persons officially involved. Within three (3) days of the meeting or review of the appeal, the Superintendent shall communicate to the grievant and to the Council the written decision including supporting reasons therefore.

4. Level Four:

Within five (5) days of receipt of the decision rendered at Level Three, that decision may be appealed further to the Board. Appeals to the Board shall be reviewed and a Board Hearing scheduled at the next regularly scheduled Board Meeting.

5. Level Five:

- a. If the grievant is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within fifteen (15) days after the Board hearing, whichever is sooner, the grievant or the grievant's representative shall inform the Superintendent, in writing, within five (5) days that their grievance is being submitted to arbitration.
- b. Within ten (10) days after such written notice of submission to arbitration, the Board and the grievant or the grievant's representative shall agree upon a mutually accepted arbitrator or to obtain such a commitment within a ten (10) day period. A request for a list of seven (7) arbitrators may be made to the American Arbitration Association (AAA) by either party. The Council and the District shall alternately strike names from the list until only one remains.

That person shall be the arbitrator. The actual conduct of the hearing shall be in accordance with AAA procedures unless otherwise agreed to by the parties.

- c. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which would modify the scope and the terms of this Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding.
- d. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.



## ARTICLE 4 – Complaint Procedures

- A. It is the intent of all parties to resolve any situation involving a complaint as informally as possible. The employee and the employee’s immediate supervisor will attempt to resolve such matters collaboratively.
- B. Any complaint regarding a bargaining unit member made to the member’s supervisor or other person in authority about them which may:
1. Influence that employee’s evaluation;
  2. Result in disciplinary action;
  3. Be referred to in any proceeding against the employee or
  4. Be placed in the employee’s personnel file
- shall be discussed with that employee within five (5) working days after its receipt unless it is impractical to do so within such time limit, because of absence of one or both of the parties.
- C. When bargaining unit members have complaints against each other (peers), the employees will meet with each other first. If there is no resolution, the peers may go to the Association for assistance and/or mediation. If the complaint cannot be resolved at that level it will then go to administration, the complaint procedure herein will be followed, and the restorative justice process may be initiated.
- D. In any and all cases, complaints shall not be placed in an employee’s personnel file or used in an employee’s evaluations unless the complaint is in writing, or has been reduced to writing, and a copy given to and discussed with the employee. If the complaints are to be placed in the employee’s personnel file it shall be done within ten (10) working days of the discussion held between the supervisor and the employee regarding the complaint, unless it is impractical to do so within such time limit, because of absence of one or both of the parties. The employee shall be apprised of the full nature of the complaint including the name of the complainant. The employee shall have an opportunity to affix their signature to the complaint to acknowledge receipt of the complaint. The employee shall have the right to attach a rebuttal.
- E. The following process shall apply:
1. When the supervisor receives a first-time complaint, the supervisor shall have the following options:
    - a. Not relay the complaint to the employee or;
    - b. Verbally relay the complaint to the employee or;
    - c. Reduce the complaint to writing with a copy given to the employee or present the written complaint to the employee.

2. When the supervisor receives a second complaint of the same nature, the supervisor shall:
    - a. Verbally relay the complaint to the employee or;
    - b. Reduce the complaint to writing with a copy given to the employee or present the written complaint to the employee.
  3. If a meeting among the complainant, the supervisor, and the employee is to be held, the supervisor will, prior to that meeting, meet with the employee and discuss ways of handling the situation.
  4. The employee has the right to representation at all levels.
- F. The foregoing shall have no application to complaints of such a nature that they may result in prosecution of suit or action either civil or criminal in nature, against the employee or the District.

## ARTICLE 5 – Effective Teaching System

### A. EVALUATION

1. Teachers will be evaluated in accordance with state statutes and the evaluation system developed by the ASSET (Ashland Support Systems for Effective Teaching) Evaluation Committee. Any needed revisions or changes will be brought to the Evaluation Committee for consideration.
2. The Evaluation Committee shall consist of thirteen (13) members. Nine members shall be appointed by the AEA including three members from the elementary level, three members from the middle school level, and three members from the high school level. Three building level administrators and the HR Director will also be part of the Committee.

The committee shall meet four times per year for two hours during each meeting and the consensus model for decision making shall be used. Changes to the meeting schedule may be made upon mutual agreement.

Committee members shall be paid at the committee rate. The committee shall make proposed changes to the Evaluation Handbook, however, the parties shall have the opportunity to bring proposed changes to their respective teams before they are made.

3. Probationary teachers will be observed and provided feedback on a regular basis during their three-year probationary period. Probationary teachers will be formally evaluated each year of their probationary period. In the event of a non-renewal, there will have been documented communication regarding a concern as soon as possible after the concern was identified, but not later than February 1<sup>st</sup>.
4. Contract employees will be evaluated on a two-year cycle as described in the Evaluation System.
5. All formal evaluations of teachers shall be conducted by a properly licensed and trained administrator.
6. All formal evaluation documents must be signed and dated by the evaluator and by the employee being evaluated. A copy of the formal evaluation shall be given to the employee. The formal evaluation report will be maintained in the personnel files of the District.
7. An employee may attach a written response to any evaluation, and such statement will be placed in the employee's personnel file.
8. A link to the current Evaluation Handbook, including the Plan of Assistance

process, shall be available on the District website.

**B. PROFESSIONAL DEVELOPMENT**

1. The District has a strong interest in collaborating to create, facilitate and disseminate professional development opportunities to include:
  - a. Aligning practices with site and District goals.
  - b. Assisting each educator to achieve district, state, and national standards.
  - c. Helping each educator keep current with the development and use of best practices.
  - d. Assisting educators to develop ways to enhance learning for a diverse student body.
2. The District will provide opportunity for teacher input through a professional development committee on district-wide professional development. The committee will have access to anonymous results of District generated PD evaluation forms. Committee members will be paid at the committee rate. Site leadership committees will give input to administration on site-based professional development.
3. When curriculum is newly adopted or created by the District, affected bargaining unit members will be provided with professional learning time during contract hours to understand and learn how to use the newly adopted curriculum.

**ARTICLE 6 – Classroom Control and Discipline**

The District shall support and uphold employees in their efforts to maintain discipline and shall give timely response to all employee requests and concerns regarding disruptive students and other discipline issues. The District’s student discipline policy, based on Board Policy and Administrative Rules, will be outlined in the Staff Handbook.

As per Oregon state law, the District shall inform employees whenever the District has been notified through a Judicial Notice Action Form of students charged or convicted of potentially dangerous crimes.

**ARTICLE 7 – Specific Duties and Functions of Employees**

The specific duties, functions and responsibilities are located in the Staff Handbook under Certified Staff Job Descriptions.

## **ARTICLE 8 – Personnel Files**

- A. Employees will have the right, upon request to the District office, to review the contents of their personnel file and to receive a copy at Board expense of any documents contained therein. This file shall contain all materials relevant to the employee's employment and shall be the sole repository of such materials. An employee will be entitled to have a representative of the Council accompany the employee during such review. At least once every two (2) years, an employee will have the right to indicate those documents and/or other materials in the employee's file which the employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent, or the employee's representative, and if they agree that they are irrelevant, they will be destroyed.
- B. No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that an opportunity to review the material was provided. The employee will affix the employee's signature to acknowledge the copy to be filed has been reviewed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and the employee's answer will be attached to the file copy.

## **ARTICLE 9 – Supervision of Student Teachers**

- A. The selection and assignment of "cooperating teachers" for the supervision of student teachers shall be at the District's discretion. However, the initial acceptance of such assignments each term shall be voluntary.
- B. Any monies received from a college as compensation for student teacher supervision shall be paid to the "cooperating teacher" at the conclusion of each college term.
- C. Teachers earn tuition credit at reduced rates from Southern Oregon University for performing the duty of supervising student teachers. The credits are banked at the District office and made accessible to all certified staff as needed.

## **ARTICLE 10 – Additional Duties**

- A. Employees shall not routinely be required to perform the following non-teaching assignments:
  - 1. Bus duty
  - 2. Lunchroom duty.

- B. The District will work to secure staff volunteers for all non-professional duties (i.e. bus chaperones, ticket sales, crowd control, dance supervision, etc.) prior to assigning other duties that do not require performance by a licensed professional. All persons performing such duties shall be paid minimum wage plus two dollars (\$2.00) per hour worked provided the duty is performed outside the employee's normal workday.
- C. The District recognizes that teachers attend many after-school events in support of students and positive school culture. Full-time bargaining unit members are required to attend Open House and share responsibility for:
  1. Grade level and school-wide activities
  2. Site committee work
  3. Supporting extra-curricular activities where possible.

As duties vary from site to site, administrators will consult with site leadership teams at the start of each school year regarding the expectations and anticipated time commitments of the site's extra duties. Extra duties and obligations shall be equitably and reasonably distributed.

- D. Committee Rate: Employees serving on a District-level required committee outside their normal work day shall be paid the hourly equivalent of Step 1/Column 1 of the Certified Salary Schedule.
- E. Contract Rate: Any other work (not mentioned in B-D above) required outside of normal contract hours shall be paid at the hourly equivalent of the employee's regular salary.
- F. Part-time bargaining unit members will be compensated at their own hourly rate for professional duties directly related to their assignment that cannot be completed within their existing FTE. Hourly rate compensation under this Section must be requested through the Principal and is subject to prior approval by the Superintendent. All teachers will attend site-based and District wide in-service training unless special arrangements have been made with administration. When calculating part-time professional development hours and additional time worked during in-service, the following calculation will be used: Hours over (FTE\*40). See Appendix H, Part-Time Professional Duties, for example calculations.
  1. Part-Time FTE Calculation: Part-time FTE will be calculated by the number of student contact minutes in a schedule cycle (e.g. Secondary AB Day Schedule=10 days, Elementary weekly schedule = 5 days) divided by the total student contact minutes per level for the same period up to the maximum contact minutes allowed under Article 16, Section C. Duty-day/weekly schedule will be equivalent to FTE\* hours in schedule cycle. See Appendix H, Part-Time FTE Calculations, for example calculations.

2. Prep Time Calculation: Prep time for part-time bargaining unit members is calculated by multiplying the part-time FTE by the prep time allotted a full-time teacher for a full teaching cycle by level. See Appendix H, Part-Time FTE Calculations, for example calculations.

### **ARTICLE 11 – Extended Contract**

Employees working beyond their regular contract year shall be paid at their regular daily rate per day worked.

### **ARTICLE 12 – Assignment of Licensed Employee Work to Non- Licensed Staff**

All administrator proposals for assignment of non-teaching staff to work that is currently performed by a licensed teaching staff member will be subject to the contract maintenance committee and will be implemented using a memorandum of understanding between the parties.

### **ARTICLE 13 – Extended Pay for Post-Season Activity**

- A. Coaches listed in Appendix B will be paid an additional stipend for participating in post season OSAA and other state sanctioned competition(s) at 2%/day of the coach's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post-season play/activity.
- B. Non-athletic advisors listed in Appendix B (i.e., rally, band, etc.) will be paid an additional stipend for participating in post season OSAA and other state sanctioned athletic competition(s) at 2%/day of the advisor's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post- season play.
- C. Non-athletic advisors as listed in Appendix B involved in an extended season activity as established through competition will be paid at 2%/day of the advisor's extra duty pay up to one week's equivalent maximum of 10% for one week per year.
- D. The number of coaches/advisors per team that will be eligible for extended pay will be determined by the building principal and/or the athletic director.
- E. This article will have full force and effect as long as funds are available.

## ARTICLE 14 – Voluntary Retirement

### A. ELIGIBILITY

Employees with an individual contract start date after June 30, 2007 will not have access to this program.

The following employees who have an individual contract start date prior to July 1, 2007 **and** have accumulated twenty (20) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence) **and** are eligible to receive Public

Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this article:

Carstensen, Jenifer	Mann, Jeffrey
Haden, Jamie	McLean, Tia
Hanzel, Gregory	Miller, Mark
Hawley, Robin	Schmeling, Max
Hobein, Barbie	Smith, Karin
Hobein, Brian	Sorensen, Christopher
Huard, Paul	Wahpepah, Jennifer
Inada, Julie	

Any of the above employees may opt out of the voluntary retirement program and participate in the 403B program by notifying the District office by October 1 of each year.

The following employees who were grandfathered from Appendix D of the 2003-2007 Agreement **and** have accumulated fifteen (15) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence), **and** are eligible to receive Public Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this Article:

Anderson, Tamara	Dunbrasky, Joe
Bishop, Elizabeth	Hansen, Ingrid
Cadarette, Karoli	Julian Jr. Robert
Carstensen, Karl	Losinski, Jennifer
Contreras,	Oehler, Elizabeth
Gladys	Preskenis, Sheri
Cyphers,	Pryor, Karl
Joanne	Snowden, Mary
Damon-Tollenaere, Matthew	Stiles, Glenna
DeSalvo, Rebecca	Wehmeyer-Knox, Nora
Driscoll, Mia	Wolf, Eric



Any employees listed above who are laid off due to a reduction in force will have access to the supplemental retirement benefits in this Article when they return to work, provided there was no break in service. Lay-off is not considered to be a break in service.

B. DEFINITION OF BENEFITS

If an employee meets the eligibility criteria in Section A, above, the following supplemental benefits will be provided by the District upon retirement:

1. A minimum monthly stipend of \$225 for full-time (1.0 FTE) employees will begin in the month following retirement and continue for eighty-four (84) months or until the retiree is eligible for Medicare, whichever comes first. Their monthly stipend will be prorated based on the average of the highest 15 or 20 years of FTE, as applicable, that they have worked.

2. The monthly stipend will be increased by one of the following amounts based on the accumulation of unused sick leave, subject to the pro-rata calculation for retirees who have worked less than 1.0 FTE:

0 – 149.99 unused sick leave days = \$0 per month  
150 – 199.99 unused sick leave days = \$50 per month  
200-249.99 unused sick leave days = \$75 per month  
250 or more unused sick days = \$100 per month

3. The District will provide access to medical insurance for the retiree and the retiree's spouse/domestic partner (see District Policy) and dependent children until the retiree is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the employee's retirement will be eligible to have access. New dependents due to a change in family status after retirement (for example, marriage, birth of a child, adoption of a child) may not be added to the retiree's medical coverage. Such medical coverage shall be the same as that provided through the group plan for current employees of the District.

a. Effective January 1, 2013, the retiree will pay the following percentage of the medical insurance premium:

Retiree only - single party plan - 5%  
Retiree and children - 15%  
Retiree and spouse - 18%

Full Family - 19%

The District will pay the remainder of the premium until the retiree is eligible for Medicare.

For retirees with single-party coverage the retiree contribution will be capped at a maximum of \$225.00 per month.

- b. The stipend and the insurance coverage shall cease: upon the retiree's reemployment in the field of public education in Oregon (except for substituting) a 1039 contract of .5 FTE or more with the District, or upon the death of the retiree.
  - c. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare, as provided under ORS 243.303. The child of a retiree shall have access to Medical Insurance until the child reaches age 26. The District will not cover any of the costs of medical coverage for the terminated retiree's dependents.
  - d. If the spouse/domestic partner of a covered retiree becomes eligible for Medicare prior to the date of the retiree's Medicare eligibility, the spouse/domestic partner's access to the District's medical insurance ends at the date of the retiree's eligibility for Medicare.
- C. Eligible employees wishing to take advantage of the District's supplemental retirement benefits at the start of the following school year must provide written notice to the District by February 1 of the current school year.
- D. Employees hired on or after July 1, 2007, will participate in a mandatory 403b Program. Participation in this 403b program shall be voluntary for temporary employees. The intent of this program is to provide financial assistance during retirement to support medical insurance needs. The contribution schedule will be as follows:

For months 1 through 120, the District will match up to \$50 per month of employee contributions.

For months 121 through 240, the District will match up to \$60 per month of employee contributions.

For months 241 through 360, the District will match up to \$180 per month of employee contributions.

Employees shall contribute a minimum of \$50 per month to the 403b. Additional employee contributions are allowable up to the legal maximums.

Employees may adjust their contribution levels on a monthly basis.

This 403b is portable and will follow employees should they leave the District's employment. The 403b is fully vested after 72 months.

The District and the Council will work together to provide financial training for all new employees in order to successfully manage their 403b Account.

Upon retirement, the District will redeem accrued sick leave according to the following formula.

150 through 199 days = \$4200  
200 through 249 days = \$6300  
250 or more days = \$8400

Retirees may elect a cash payment or a contribution to their 403b.

### **ARTICLE 15 – School Work Year**

- A. The school-work year shall not exceed one hundred ninety-three (193) days including the seven (7) paid holidays listed below.

Labor Day, Indigenous Peoples' Day, Veteran's Day, New Year's Day, Martin Luther King Jr. Holiday, President's Day, and Memorial Day.

In an unforeseen extreme circumstance that may require members to work on a paid holiday, the district will consult with Union leadership and bargaining unit members to discuss alternatives. Members will be paid at time and a half of the hourly equivalent of their contract rate when asked or required by administration to work on a paid holiday.

For the 2021-2022 school year, bargaining unit members will work on Indigenous People's Day but the additional paid holiday will be added to the 2021-2022 salary schedule. In subsequent school years, Indigenous Peoples' Day is a paid holiday.

- B. Professional Development time will be evenly shared with 50% teacher directed and 50% District directed time, except in times when mandatory training as part of a corrective action or change in legislation that is required outside of the District's predictable

regulatory training. State required training (Safe Schools) is included in teacher directed time.

- C. The normal employee work-week is forty (40) hours, including a duty-free lunch period of thirty (30) minutes. Every effort will be made to schedule meetings within the eight-hour workday. Should a change in work schedule be required, employees will be given a minimum of two weeks' notice when possible. However, if the employee is available, the employee may begin the new schedule immediately. If there is a conflict with the schedule change, the administrator and the teacher will meet to consider alternative options. The parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the work day and the work week within the forty-hour-per-week time frame.
- D. Itinerant teachers shall be provided with adequate time to travel between sites that does not overlap with a duty-free thirty (30) minute lunch and preparation time as outlined in the section on prep time below.
- E. Preparation time for middle school and high school employees shall be equivalent to one class period of uninterrupted time each day. The team structure at the middle school requires dedicated team time in addition to individual planning time. Preparation time for elementary school employees shall be equivalent to 250 minutes per week with at least one 45-minute uninterrupted block each day. Preparation time shall be teacher directed and is intended for the purpose of lesson planning, material organization, and assessment of student work. Teachers will not be required to attend meetings or in-services or be given other duties or assignments during preparation time. Exceptions may be made with the consent of the affected teacher for IEP or other student services related meetings.
- F. The District and the Council recognize that there is a relationship between the amount of prep time an employee has and the number of different academic preparations. Teachers with concerns over the number of preps taught may use Appendix G to meet with the administrator to consider alternative solutions. When introducing new programs and technologies both parties recognize that training and support is necessary prior to implementation. Both parties also recognize the need to minimize the impact on individual preparation time.

Administrators will collaborate with employees whenever possible and attempt to minimize the number of different preparations given budgetary constraints and/or state and federal laws.

- G. Each building shall devote at least one hour per week to professional development through Professional Learning Communities. Not less than one hour of PLC time per month shall be dedicated to teacher directed collaboration for grade-level, subject or interdisciplinary professional development of curricula or implementation of common

core, proficiency-based grading or other similar mandates.

H. The District recognizes its obligation to bargain upon demand by the Council the impact of any decision(s) that would result in a significant increase in student contact time. In such cases the following procedure shall apply:

1. The Council will be advised in writing of any formal proposal prior to the submission of such proposal to the Board. Any such proposal shall include sufficient information to allow the Council to assess its impact on employee student contact time.
  - a. The Council shall have ten (10) working days from receipt of notice to submit a demand to bargain.
2. Upon receipt of a timely demand to bargain by the District, the parties will schedule a meeting to begin bargaining and to select a fact-finder as follows:
  - a. A list of seven (7) fact-finders shall be requested from the Oregon Employment Relations Board. A fact-finder shall be selected at the first negotiations session by the striking method. The first striker shall be determined by a coin flip.
  - b. After six (6) strikes, the remaining fact-finder shall be offered the appointment subject to acceptance of the following terms:
    - 1) The hearing shall be held within forty (40) calendar days of appointment.
    - 2) The hearing shall be declared closed at the end of the public hearing.
    - 3) The fact-finder shall submit recommendations within twenty-five (25) calendar days following the close of the hearing. If the selected fact-finder does not accept these conditions, the appointment shall be offered to the second (2<sup>nd</sup>) fact-finder on the list in the inverse order of striking. If the appointment is still not accepted, a second (2<sup>nd</sup>) list shall be requested by phone and the selection procedure shall be repeated until a fact-finder is appointed.
3. If no agreement is reached within twenty (20) calendar days from the date of Council's demand to bargain, mediation shall be initiated. If a mediator cannot be timely assigned, the parties agree to fulfill their legal obligation to mediate by a conference call to the State Conciliation Division. If no agreement is reached within fifteen (15) calendar days in mediation, the parties shall proceed to the

fact-finding hearing.

4. If either party rejects all or any part of the recommendations, they shall be made public not later than five (5) days from the date of mailing.

If no agreement is reached, impasse will be declared thirty (30) days from the time the recommendations were made public. Upon ten (10) day written notice to the District by the Council, the contract shall be terminated and the Council shall have the right to strike.

### **ARTICLE 16 – Class Size and Composition**

- A. Employees and administrators at each building will shape the process at that school for determining class makeup composition and size in striving to meet class size and student daily contact goals. Student contact refers to regular classroom teaching that involves diagnosis, planning and assessment. In determining class composition, employees and administrators will consider the needs of students with special needs, prior history from colleagues about the attention needed to meet student needs, the impact of a student on the class itself, and any other trait that would influence the ability to teach and learn.

It is recognized that elementary, middle and high school have different structures that make the involvement of employees and administrators quantitatively and qualitatively different. Principals and employees at each school will develop a framework collaboratively that allows them to create the optimum learning environment with the resources that are available. Copies of that process will remain on file and readily available to staff members in the main office of the school.

- B. Employees and administrators agree that the following average class size and student daily contact goals are appropriate for providing a quality educational environment. Within existing budgetary constraints, the District shall attempt to maintain class sizes and student contacts as close to these goals as possible.

1.	Kindergarten	18
2.	First Grade	20
3.	2/3	22
4.	4/5/6	24
5.	7 – 12 classroom & arts	24 (144 total student contacts maximum on either a block or traditional daily schedule.)
6.	MS PE & Music	29 (232 total student contacts maximum on either a block or traditional daily schedule.)
7.	HS PE	35 (210 total student contacts maximum on either a block or traditional daily schedule.)
8.	Shops, labs	Limited by safety, equipment, work stations and/or Environment

9.	Special Education	Per AQEM Goals
10.	Elementary Music & PE	8 classes per day

- C. Student weekly contact minutes should not exceed the following formula:
  - 1. 1500 contact minutes multiplied by the employee’s FTE.
  
- D. Individual employees who find that class composition creates a substantial imbalance will fill out the attached form in Appendix D. The complete form will go to the principal with a copy to the building rep and Human Resources Director. The Principal and the employee will meet to discuss options to address the problem, including but not limited to the factors suggested for consideration in #3 of the Class Size and Composition Help Form (located in Appendix D). If the problem cannot be resolved, the administrator will review the problem with District leadership and share the outcome with the employee. If the problem is still not resolved, the employee may move to Section F.
  
- E. At each year’s October school board meeting the Superintendent and/or principals will report on each school’s plan toward achieving class size and student daily contact composition goals that maximize student learning with resources available.
  
- F. Class composition goals and student contact time are subject only to Levels 1, 2, and 3 of the Grievance Procedure. If a grievance in these areas is not resolved at Level 3, the grievant may request and be granted a board hearing. The board shall schedule such a hearing no later than the next regularly scheduled monthly board meeting provided the request is made at least 72 hours prior to the meeting. If the request is not made prior to the 72-hour period, the hearing shall be scheduled no later than the next scheduled board meeting. Within five (5) days after the hearing the board shall render a written decision that will be binding on all parties.

**ARTICLE 17 – Paid Leaves**

A. SICK LEAVE

- 1. Current Annual Sick Leave
  - a. In accordance with the ORS applicable to sick leave, an annual ten (10) full working days of sick leave shall be available with full pay and with unlimited accumulation to all bargaining unit members each fiscal year. For the purposes of this Agreement, a full working day for a full-time employee equals eight (8) hours. Employees working half-time or more, but less than full-time, shall be granted ten (10) sick leave days pro-rated in direct proportion to the number of hours employed. Such current sick leave shall accrue to the employee on July 1 of each year or upon

date of employment, whichever is later.

Family is defined as a spouse, co-habiting partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.

- b. The District shall comply with all state and federal leave laws regarding pregnancy, parental, and sick child leave. Employees believing they are eligible for such leave may contact the Human Resources Department for assistance.
- c. Accrued sick leave may be used in accordance with ORS 653.601 through 653.661, and for the purpose of pregnancy, parental, and sick child leaves as permitted by state and federal laws.
- d. Employees shall notify their principals or supervisors promptly on the first day of illness or other incapacitation. In all cases where sick leave has been used, the employee shall verify by signature or electronically the reason for absence on the absence log.
- e. A grant of sick leave in excess of five (5) consecutive days may require verification by a written statement from the employee's attending physician or practitioner that injury or illness prevents the individual from working. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. Those individuals who for religious reasons do not employ the services of a medical physician shall furnish such other proof as may be required by the District.
- f. Deductions: If sick leave has been exhausted, deductions made from the employee's salary shall be based on the employee's daily rate.

## 2. Cumulative Sick Leave

- a. Employees cumulative sick leave shall be credited with any unused portion of their current sick leave as the first contract day worked.
- b. It is understood that all sick leave benefits are immediately and



automatically cancelled upon termination of employment by resignation or discharge by the District.

3. Transfer of Accumulated Sick Leave to Ashland:

The District shall accept all sick leave accumulated in other Oregon districts, but employees may only use up to seventy-five (75) sick leave days transferred into the District from the total accumulation. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the bargaining unit member has completed 30 working days in the District.

B. FAMILY ILLNESS LEAVE

All employees shall receive up to three (3) days leave per year with pay in case of an illness of a family member. This leave is not accumulative. These days are used before drawing sick leave for family illness referenced in A (1) (f). Immediate family is defined in A(1)f of this article.

C. SICK LEAVE BANK

1. Between October 1<sup>st</sup> and October 31<sup>st</sup> of each year, the AEA may request that interested Bargaining Unit Members donate sick leave, in full day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness. Members will fill out an electronic release form to donate leave that shall be submitted to the AEA and the District. Once the leave is donated to the bank, the revocation of sick leave is final and will not be returned to the donating member.
2. Bargaining Unit Members may donate up to two (2) sick days per school year; however, the sick leave bank shall not exceed the total number of FTE as of October 1<sup>st</sup> of each year. The accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members who have exhausted all other paid leave.
3. Members will submit a request for sick leave bank hours through an electronic request form that is sent to the District and AEA. AEA will notify the District within five working days if the request has been approved.
4. The AEA will have sole discretion in designing other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.
5. The Association and Bargaining Unit Members shall hold the District harmless

against any and all claims, suits, orders, or judgements brought against the District as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

D. PARENT LEAVE

1. Employees may apply for parent leave for a leave of absence in conjunction with the birth or adoption of an infant.
2. In order for employees to access parent leave, they must first exhaust all accumulated paid leave including sick leave, family illness leave, and personal leave.
3. During the first 12 weeks of parent leave, the District will continue to provide its portion of the employee's health insurance contribution. Employees on parent leave will continue to provide their monthly out of pocket contribution.
4. If an employee exhausts all accumulated paid leave during the first 12 weeks of parent leave, the District will provide 25% of that employee's salary for the remainder of the 12 weeks. If the employee has sufficient accumulated paid leave to remain fully paid during the first 12 weeks of parent leave, the employee will not have access to this provision.
5. If an employee decides to extend their parent leave past the initial 12-week period, and the employee has exhausted their paid leave, the District will continue to provide the District contribution towards health insurance for a maximum of an additional 12 weeks. Employees on parent leave will continue to provide their monthly out of pocket contribution.
6. The maximum amount of time for any employee to access the provisions of this leave is 24 weeks. Paid leave will run concurrently with parental leave.
7. Parent leave benefits outlined in #4 and #5 above are accessible to the employee beginning in year 2 of employment.
8. Parent leave, as described in this section, runs concurrently with any applicable OFLA and FMLA leaves of absence, and does not modify the rights an employee otherwise has under state and federal family leave laws.

E. PERSONAL LEAVE

1. Personal leave shall be allowed up to three (3) days per school year with full pay, usable in not less than one-half (1/2) day portions. The three (3) days shall not be deducted from sick leave and is not accumulative. The granting of such leave shall be subject to the following conditions:

- a. The purpose of the three (3) day personal leave is to care for matters of a personal or business nature. Personal leave shall not be used for to serve as a litigant or witness against the District, or for personal illness if the employee has accrued sick leave.
  - b. Personal leave should be requested in advance (at least five (5) days) by the employee whenever such prior approval is feasible. Requests may be denied if qualified substitutes are not available. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.
2. Unused personal leave is not cumulative from one year to the next and is automatically cancelled upon termination of employment.
  3. At the end of the contract year, no later than August payroll, the District will pay each certified employee working .50 FTE or greater for unused personal days according to the chart below. The number of unused personal days and the amount paid will be adjusted proportionately for employees working between .50 FTE and 1.0 FTE.

% of allowed personal days not used	Unused personal days based on 1.0 FTE	Amount paid, based on 1.0 FTE
100%	3.0	\$300
67-- 99%	2.0 - 2.99	\$150
33-- 66%	1.0 - 1.99	\$50
Less than 33%	0 - .99	\$0

F. PROFESSIONAL LEAVE

1. The Superintendent may authorize absences of employees for professional purposes with full pay.
2. Examples of professional leave with pay are as follows:
  - a. Occasional visiting of other school systems.
  - b. Active participation by Ashland employees in professional programs.
  - c. Other professional opportunities which will be likely to extend the outlook and improve the service of the employee and benefit the District.
3. The employee shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence except in those cases where the Superintendent and staff request that an employee take a professional leave for

direct benefit of the District.

4. The decision to authorize professional leave with pay in a specific instance shall be based upon the need of the District and the employee's length of service and previous record of absence and shall not be recognized as any part of a sabbatical leave.
5. Employees are to be encouraged to attend those professional meetings that the employees and their principal feel would be of benefit. Upon approval of such requests by the building principal and Superintendent, the employees will be allowed to attend the meetings. As part of the approval process, the principal and the employee will agree on the maximum amount of expenses to be paid by the District using the reimbursement amounts specified in Article 29 as a guideline.

G. JURY DUTY: Serving as a Witness in Court

If a certificated employee is subpoenaed to appear as a court witness or is called to jury duty in a case in court, the Superintendent may authorize such absence without loss of pay, provided that if the employee receives a fee for these services the fee shall be deposited with District's business office in order for the employee to receive full pay for the period involved; and provided further that a copy of the subpoena or other notice shall be filed in the Superintendent's office with the request for leave.

H. COURT APPEARANCES

Employees who have need to appear in court as a litigant, i.e., engaged in a lawsuit as a principal-defendant or plaintiff, shall be expected to take personal leave either with or without pay as provided for in this section and the previous section about jury duty.

I. ADDITIONAL LEAVE

The Superintendent may, at the Superintendent's discretion, authorize paid leave to employees under conditions of emergency, hardship, or benefit to the District. Employees shall pay the substitute costs for the duration of the leave. The substitute cost will be deducted from the employee's paycheck.

J. BEREAVEMENT LEAVE

Up to three (3) days leave with pay shall be authorized in the event of the death of any member of the employee's family as defined in Section A-1(a) of this Article. An additional two (2) days may be authorized when extensive travel is required. Requests for bereavement leave to attend the funeral of someone not defined in Section A-1(a) may be granted at the discretion of the Superintendent.

K. SABBATICAL LEAVE

1. Leave of absence at 50% pay may, at the District's discretion, be granted to contract employees by the Board upon recommendation of the Superintendent for the following reasons:
  - a. Approved study.
  - b. Approved travel.
  - c. Approved teaching positions outside the United States or teaching of a specific nature within the United States.
  
2. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:
  - a. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.
  - b. The applicant must have been performing the duties in a completely satisfactory manner prior to the applicant's request.
  - c. A satisfactory replacement must be available for employment for the time that the employee is absent.
  
3. An employee returning to the District after a year of sabbatical leave will be granted an increment of salary under the following conditions:
  - a. Approved study - If an employee has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the employee eligible for a salary increase in accordance with the requirements of the salary schedule then in use.
  - b. Teaching experience - An employee on sabbatical leave who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.
  
4. An individual returning to the District after one (1) year of sabbatical leave will be credited with any accumulated sick leave benefits which

the employee had at the beginning of the leave. Sick leave will not be credited for the year of absence.

5. The number of certified employees taking sabbatical leave shall not exceed one percent (1%) (rounded to the nearest whole number) of the total certified personnel during any school year.
6. The District shall place a returning employee in a position for which the employee is qualified and endorsed upon their return to the District.
7. Employees who receive this benefit but do not return to the District following such leave shall reimburse the District for salaries and benefits received. Employees who return for only one year shall reimburse the District for 50% of such salaries and benefits. This provision shall be waived in the event the employee dies while on leave.

## **ARTICLE 18 – Unpaid Leaves of Absence**

### **A. EXTENDED SICK LEAVE**

An employee who exhausts all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), and cannot perform scheduled duties because of extended illness or injury shall, upon written request, be placed on an extended sick leave of absence up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. If the employee is able to return earlier than expected, they must give three (3) weeks' notice to the District, in writing, prior to returning. An employee may return to work earlier than three (3) weeks if mutually acceptable between the employee and the District.

A second separate extended sick leave of absence shall, upon written request, be granted if the employee has exhausted all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. Upon granting the request, an employee may return to work before the end of the year if mutually acceptable between the employee and the District. If not mutually acceptable, and if the employee desires to return to work prior to the end of the school year, the District will make every reasonable effort to employ that employee as a substitute with substitute benefits.

A third extended sick leave request as described above in any three (3) year period shall be at the District's discretion. An employee on extended leave as a result of a state recognized on-the-job injury, shall be allowed to extend such leave to cover a total leave

of at least three (3) years.

An employee on any extended sick leave as described above will hold their place on the salary schedule and will be eligible for the scheduled increment the following year provided the employee has completed one-half (1/2) or more of the contractual year in which the employee was placed on extended sick leave of absence.

Please refer to the Staff Handbook for information on the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

**B. PARENTAL, ADOPTION OR CHILD CARE LEAVE**

1. Leave of absence of up to twelve (12) months without pay shall be granted to an employee for pregnancy (other than that covered by sick leave), adoption or child care upon written request by the employee. Request is discretionary with the employee. Such leave will not extend into the following school year.
2. The employee shall notify the immediate supervisor at least sixty (60) days prior to taking the leave, except in emergency situations.
3. Notice to return shall be given at the time of request and must be one of the following:
  - a. Return for balance of school year. At the time the leave is being requested, notice of return will be given and the date of return will be no less than within two (2) weeks of intended return.
  - b. Return the following year.
4. An employee on this leave shall retain all benefits accrued in the District prior to leave and shall continue to be listed with PERS.

**C. STUDY AND PROFESSIONAL DEVELOPMENT**

1. Leave of absence without pay may be granted to contract employees by the Board upon recommendation of the Superintendent for the following reasons:
  - a. Approved study;
  - b. Approved travel;
  - c. Approved teaching positions outside the United States or teaching of a specific nature within the United States.

2. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:
  - a. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.
  - b. The applicant must have been performing assigned duties in a completely satisfactory manner prior to the applicant's request.
  - c. A satisfactory replacement must be available for employment for the time that the employee is absent.
3. An employee returning to the District after a year of professional leave without pay will be granted an increment of salary under the following conditions:
  - a. Approved study - If an employee has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the employee eligible for a salary increase in accordance with the requirements of the salary schedule then in use.
  - b. Teaching experience - An employee on approved leave without pay who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.
4. An individual returning to the District after one (1) year of professional leave without pay will be credited with any accumulated sick leave benefits which the employee had at the beginning of the leave. Sick leave will not be credited for the year of absence.
5. The number of certified employees taking professional leave shall not exceed two percent (2%) (rounded to the nearest whole number) of the total certified personnel during any school year.
6. The District shall place a returning employee in a position for which



they are qualified and endorsed upon their return to the District.

D. A leave of absence without pay may also be granted for the purpose of serving as an officer or staff member of the OEA.

E. MISCELLANEOUS LEAVES OF ABSENCE

Upon request of an employee, the Board may grant additional unpaid leaves at their discretion and under such terms and conditions as they may mutually find agreeable with that employee. The mutual agreement, however, shall be written and signed by the District and the individual employee and a copy shall be forwarded to the Council. The granting or not granting of such leaves shall set no precedent and is not subject to grievance.

F. Unless expressly provided for herein, employees on leaves of absence without pay shall not receive credit on the salary schedule.

G. Persons on any unpaid leave may, at their option, pay the necessary premium to the District and continue on any group insurance programs for up to two (2) years.

H. Application for an Unpaid Leave of Absence will be made on District form. (See Appendix C).

### **ARTICLE 19 – Management Rights**

A. It is recognized that the Board has and will continue to retain the authority to operate and manage the school system and its programs, facilities and properties within the scope of employment as provided by law.

B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial authority includes:

1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative

positions.

4. The maintenance of discipline and control and use of the school system property and facilities.
5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.
8. The right to relieve employees from duty.
9. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
11. The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities and the subjects to be taught.
12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.
13. The right to make assignments for all programs of an extracurricular nature.

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

- C. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection

therewith shall be modified only by the terms of this Agreement.

## **ARTICLE 20 – Employee Rights – Just Cause Provision**

- A. No employee shall be reprimanded in writing, or have a memorandum of an oral reprimand placed in the employee’s file, or suspended without pay or reduced in basic compensation without just cause. No contract employee will be dismissed or non-extended without all protections of the Fair Dismissal Appeals Board, including the right to a Fair Dismissal Appeals Board hearing.
- B. If a probationary employee, during the second or third year of probation is discharged, or the employee’s contract is non-renewed, the District will proceed in accordance with the language in ORS 342.835.

The language is as follows:

342.835 Probationary teacher.

- 1. The District board of any fair dismissal district may discharge or remove any probationary teacher in the employ of the District at any time during a probationary period for any cause considered in good faith sufficient by the board. The probationary teacher shall be given a written copy of the reasons for the dismissal, and upon request shall be provided a hearing thereon by the board, at which time the probationary teacher shall have the opportunity to be heard either in person or by a representative of the teacher’s choice.
- 2. For any cause it may deem in good faith sufficient, the District board may refuse to renew the contract of any probationary teacher. However, the teacher shall be entitled to notice of the intended action by March 15, and upon request shall be provided a hearing before the District board. Upon request of the probationary teacher the board shall provide the probationary teacher a written copy of the reasons for the nonrenewal, which shall provide the basis for the hearing.
- 3. If an appeal is taken from any hearing, the appeal shall be to the circuit court for the county in which the headquarters of the school District is located and shall be limited to the following:
  - a. The procedures at the hearing;
  - b. Whether the written copy of reasons for dismissal required by this section was supplied; and
  - c. In the case of nonrenewal, whether notice of nonrenewal was timely

given.

- C. Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and not in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential. Any criticism of a supervisor, administrator, or any other agent of the employer by an employee shall be subject to the same considerations as stated above.
- D. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the three (3) year period of time. Disciplinary actions concerning any cause which constitutes revocation of an employee's license to teach shall be exempt from this section.
- E. ORGANIZING

Employees shall have the right to organize, join and assist the Council, to participate in professional negotiations with the board through the Council and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the education program. This section is subject to the grievance process through Level 3 only and then to the Employment Relations Board. The Council has the option to proceed directly to the Employment Relations Board in lieu of using the grievance procedure.

#### **ARTICLE 21 – Ban on Use of Tobacco Products**

- A. There is a continuous twenty-four-hour ban on the use of all tobacco products on all school owned property and in all school owned vehicles. In order to assist employees who currently use tobacco products, the District will fund 100% of the cost of one cessation program and 75% of the cost of a second program comparable to the cost of those at Ashland Community Hospital, Rogue Valley Medical Center, and Providence Medford Medical Center.
- B. Any discipline that may occur for the violation of the tobacco use ban shall only be for cause and will not be done without procedural due process.

#### **ARTICLE 22 – Strikes and Work Stoppage**

The Council agrees that during the term of the Agreement the Council and its members will not participate in a strike, work stoppage, or slow-down against the District. The District agrees that during the term of this Agreement the District will not participate

in a lockout against the Council and its members.

## **ARTICLE 23 – Employee Assignments, Exchanges and Job Shares**

### **A. EMPLOYEE ASSIGNMENTS**

1. Employees will be notified of their job assignments by June 1 except in the case of unusual circumstances.
2. The District will make every effort to fill positions with contract employees. The building administrator will give preference to current qualified employees over retired employees. In the event of a retirement during the school year, the retiree will be afforded the opportunity to continue that position without posting. The administration retains flexibility to determine employee assignments based on best needs of children and programs.

### **B. EXCHANGES**

1. Employees interested in exchanging jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.
2. Consensus is necessary for this to take place.

### **C. JOB SHARES**

1. Employees interested in sharing jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.
2. Consensus is necessary for this to take place.
3. Job-sharing will be approved only when there is no adverse financial impact on the District.

## **ARTICLE 24 – Vacancies, Voluntary and Involuntary Transfers, and Reassignments**

The District recognizes that it is desirable to consider the interests, aspirations and qualifications of its employees in making assignments. Therefore, the District declares its support of giving first consideration to its own teaching staff when filling vacancies

within the bargaining unit.

Vacancies are only available for transfer after any existing recall list has been reviewed and the vacancy is posted by the District as per ORS 342.934.

A. DEFINITION OF TERMS

1. Vacancies: A vacancy shall be defined for purposes of this Agreement as a vacant probationary position within the District.
2. Transfer: Transfer refers to a change in a teacher's subject area, position, or grade level from one school to another.
3. Re-Assignment: A re-assignment refers to a change in a teacher's subject area, position, or grade level within a school.

B. PROCEDURE FOR VOLUNTARY TRANSFERS TO VACANCIES

1. All probationary tract vacancies that occur when school is in session will be posted within the District for five (5) working days. (Temporary vacancies do not qualify.)
2. The District will maintain a master list of employees who are interested in a transfer. The purpose of this list is for notification purposes only and does not imply any priority status for those listed.
3. Licensed staff with five (5) years or more seniority in the District, not currently on Plan of Assistance, with three (3) years of experience at a given site, and properly licensed under State and Federal law, qualify for transfer.
4. All those qualified, as per B(3) above shall notify the site administrator within the five (5) working day requirement and shall be interviewed by the site committee. Transfer will be granted upon meeting the job criteria set by District and school site. The interview process is to ensure understanding of needs and priorities of the site, and the interests and abilities of the employee requesting transfer. Candidates will be given written feedback if candidates are not assigned the position.
5. When more than one qualified individual applies for the same position and meets the job criteria in B(3) and B(4), the person with the most District seniority is offered the position.
6. Those with less than five (5) years seniority, or less than three (3) years at a given site, who are interested in a transfer will be considered and

allowed to apply with all outside candidates. Any employee who is not selected may request feedback from the principal or site selection committee. The feedback requested will be either oral or in writing.

C. VACANCIES THAT OCCUR DURING JUNE AND JULY

The District will process summer transfer requests as per Section A of this article. Employees within the bargaining unit shall be eligible to apply for any vacancy in the bargaining unit that becomes available and for which they are licensed. Said employees who wish to be considered for a vacancy which occurs during June and July will notify the District office in writing by June 1. This will be considered a formal application.

The District will contact those applicants by phone at the last phone number provided by the employee. Such contact will occur at least seven (7) calendar days before interviews are scheduled. Employees seeking such transfers shall contact the District at least twice per month for vacancy information.

D. INVOLUNTARY TRANSFERS

1. The District may involuntarily transfer an employee when the District deems the transfer will improve the overall instructional program or when it is necessary to meet the requirements of state and federal law.
2. When involuntary transfers occur due to shifts in enrollment, employees returning from leave or to accommodate another involuntary transfer, the following procedures will be followed:
  - a. The principal will determine the grade level(s) or subject area(s) to be affected.
  - b. If no interested employees are available, then the principal will solicit volunteers from those employees deemed properly licensed under state and federal law.
  - c. If no volunteers are available, the employee with the least seniority in the District and who is deemed properly licensed under state and federal law for the position will be involuntarily transferred.
3. No one shall be involuntarily transferred more than once in three years except in unusual circumstances.
4. Involuntary transfers or reassignments for the following school

year shall be completed by June 30, except in unusual circumstances.

5. No employee shall be involuntarily transferred or reassigned to a position for which the employee is not properly licensed under state and federal law.
6. An involuntary transfer or reassignment shall be made only after a meeting between the employee and immediate supervisor involved, at which time the employee shall be advised of the specific reasons for transfer.

E. RETENTION OF YEARS OF EXPERIENCE AT A GIVEN SITE

1. Employees who voluntarily transfer due to changing enrollments and/or school closures will continue their years of experience earned at the previous site.
2. Employees who are involuntarily transferred for any reason retain their years of experience earned at the previous site.

F. SUPPORT FOR TRANSFERRED OR REASSIGNED EMPLOYEES

An employee who is involuntarily transferred or reassigned to a different level or program (e.g., middle school to high school, etc.) may be required to participate in a District education program not to exceed 8 hours. The purpose of the education program will be to orient and educate the employee about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth of the new level. The 8-hour education program may be held outside regular work hours; in such cases, the employee will be paid at their contract rate. Additionally, the teacher's evaluation will be deferred for one year unless there is a mutual agreement to do otherwise.

**ARTICLE 25 – Layoff and Recall**

A. LAYOFF

1. The District shall determine when layoffs are necessary and which program areas shall be affected. Recognized reasons for layoff are lack of funding to continue educational programs or administrative decisions regarding elimination or adjustment of classes. In determining employees to be retained, should it become necessary for the District to reduce its staff under this section, the District shall, in January of each year, verify the certification, seniority and qualifications of each employee. Once the District has determined that a layoff is necessary the



following sequence of events will be initiated:

First: The seniority list must be released to the Council.

Second: The Board will take action at a meeting to initiate layoff procedures.

Third: A consultation period of up to thirty (30) days will begin. During that consultation period the Council will review the District's proposal to verify that it conforms to the contract.

Fourth: Affected employees will receive notice from their building principals, either a written notice delivered by hand to the employee or by verbal notice to the employee.

Fifth: The Board will take formal action on layoff.

Sixth: Affected employees will receive a certified letter from the District with written notice of the layoff.

Such notice will include the proposed time schedule and the reasons for the proposed action. The District's overall instructional program will be given priority consideration.

2. The District shall make every reasonable effort to transfer employees whose assignments are eliminated to other positions for which they are properly licensed under state and federal law.
3. For Layoff or Recall, qualified shall mean:
  - a. Licensure - An employee who is currently teaching within the employee's licensed area will have seniority rights within the parameters of that certificate.
  - b. Seniority - Total length of service (including paid leaves) is based on the first day of actual service with the District for teachers at point .5 FTE and above. Ties will be broken by drawing lots. Representatives of the Council will draw lots on behalf of newly hired teachers to break ties in seniority within 30 days of their first day of service.
  - c. Experience - An employee who is not currently teaching within the employee's licensed area (i.e., an additional endorsement not being used for the employee's current assignment) will have seniority rights only when the employee had previously

successful teaching experience in the instructional area in the District. For the purpose of this section, successful teaching does not include substitute teaching.

- d. Competency – The employee is not considered competent if the employee has failed a plan of assistance and is currently on a plan because of that failure.
  - e. Has successfully completed a probationary period in the Ashland School District.
- 4. When existing members of the bargaining unit cannot be transferred to other positions for which they are properly licensed under state and federal law, they will be placed on seniority lists according to the areas for which they are qualified.
  - 5. Layoff is considered when an individual goes from 1.0 FTE to less than 1.0 FTE or when FTE is reduced to less than .5 FTE. No layoff is considered when an individual goes between .99 FTE and .50 FTE.
  - 6. In the event of a long-term emergency school closure, (i.e. fire, pandemic, flood) employees may be temporarily laid off and shall be subject to recall within forty- eight (48) hours of notice from the District.

B. RECALL

If within 27 months of layoff a vacancy occurs within the District for which the laid off employee is properly licensed under state and federal law, recall will be in the reverse order of layoff in accordance with the following procedures:

- 1. At the time of layoff, the District shall provide laid off employees the opportunity to express, in writing, a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify an employee who has expressed a desire to return to the District, of the recall, by certified mail, return receipt, sent to the last address given by the employee to the District office.
- 2. At the time of layoff, the employee may indicate in writing a desire to return to the District and may provide the District with an address to which notices shall be sent. Employees will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of the employee's intent to return within sixty (60) calendar days of the date of such notice. Failure of the employee to so respond within the time herein specified shall terminate such employee's right to recall.

C. ORIENTATION

An employee who is transferred to a different level or program (e.g., middle school to high school, etc.) may be required to participate in a District education program not to exceed eight (8) hours. The purpose of the education program will be to orient and educate the employee about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth of the new level. The eight (8) hour education program may be held outside regular work hours; in such cases, the employee will be paid at their contract rate.

**ARTICLE 26 –Dues Deduction, Employee Information, & New Hire Orientations**

- A. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the labor organization. The Association shall also notify the District prior to the 15th of the month when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.
- B. Dues deduction shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period.
- C. Deductions for employees who join the Association after the beginning of the school year shall be prorated on the same ten (10) month track as those employees whose deductions began in October.
- D. Within ten (10) days after each pay period, the District shall send the Association an electronic register of the NEA/OEA/AEA dues, including voluntary Association contributions, deducted from each member's paycheck.
- E. Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
- F. Ashland Education Association dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Ashland Education Association.

- G. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgements against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligation is contingent upon the District providing the Association notice of any claim within 30 days and cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to substantiated claims of criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.
- H. On February 1<sup>st</sup>, June 1<sup>st</sup>, and October 1<sup>st</sup> of each year, the District will provide the OEA UniServ Representative and the OEA Membership Specialist an electronic database of each employee in the bargaining unit (both members and non-members) that includes the following information:
1. Last four digits of their social security number
  2. First date of service
  3. FTE
  4. Worksite
  5. Title
  6. Position on the salary schedule
  7. Residential address or personal mailing address
  8. Any means of electronic communication, including work and personal electronic mail addresses
  9. Residential, cellular, and work phone numbers.
- I. The District will provide the OEA UniServ Representative and the OEA Membership Specialist the above listed information for all newly hired employees on the 10<sup>th</sup>, 20<sup>th</sup>, and 30<sup>th</sup> of each month (except February when the information will be provided on the 10<sup>th</sup>, 20<sup>th</sup>, and 28<sup>th</sup> or 29<sup>th</sup>). If within a ten (10) day period the District does not hire any new employees, a notification will be sent to the OEA UniServ Representative indicating that no new employees were hired during that timeframe.

Any changes in employee information will be submitted monthly to the Association.

- J. Prior to the start of the school year, the District shall provide a two-hour block during the paid in-service days for the Association to meet with new employees hired during summer break. After the school year begins, the District and Association will collaborate on a two-hour block of time, within 30 days after hire, during the non-student contact day, for the Association to meet with new employee(s). No employee shall suffer a loss of pay or benefits from participating in these Association orientation meetings.

## **ARTICLE 27 – Compensation**

The four-column salary schedule was developed to compensate for increased experience and encourage professional growth.

### **A. SALARIES:**

1. 2021-2022: All eligible bargaining unit members will receive a pay step. The certified salary schedule shall be increased by 2.25%. See salary schedule in Appendix A.
2. The District will share the available information on the District’s financial position after December 31<sup>st</sup> of each school year. If either party expresses an interest, the contract will be reopened no later than February 1<sup>st</sup> to negotiate compensation. If neither party expresses interest in reopening, the cost of living will increase from 2.25% to 2.5% for the 2022-2023 and 2023-2024 school years.
3. Note: Employees “eligible” for a pay step are those who have completed at least one- half year of service, or have been on approved or Study or Professional Leave and provided adequate documentation of the study or work experience completed while on leave.
4. Vertical and horizontal step increments shall remain at 3.25%.

B. Both parties agree to collaborate if the District receives significantly more or less ADM generated money than anticipated at the time this Agreement was ratified.

### **C. HORIZONTAL MOVEMENT DURING LIFE OF AGREEMENT**

1. If an employee completes the necessary credits for advancement to a higher column on the salary schedule, an adjustment in salary and on the salary schedule shall become effective beginning with the payroll period following written notification by the employee to the Superintendent. Necessary credits may include In-District courses which are approved for credit in advance by the District. Official verification of having successfully completed the additional course(s) will be submitted with

the written notification.

2. All credits must be upper division or graduate hours earned after the BA.

D. PLACEMENT OF EMPLOYEES

1. New employees who commence work after July 1, 2016 be placed on the salary schedule as follows:

Step	Years of State Recognized teaching experience
11	10
10	9
9	8
8	7
7	6
6	5
5	4
4	3
3	2
2	1
1	0

“State recognized” means any school (private or public) that is recognized by the state in which it operates.

2. With Board approval, new employees may be placed at a higher level based on unique qualification, skills, or experience if in the judgment of the Superintendent such placement is justified.
3. All salary placements will be documented upon hire and signed by the Superintendent or designee. A copy of this documentation shall be given to the employee and the Director of Human Resources, and a copy will be placed in the employee’s personnel file.

E. LONGEVITY

Longevity will be paid to members based on the following:

1. The parties recognize that the current salary schedules end at step 14 for BA, step 17 for BA+45/MA and BA+60/MA+15, and step 18 for BA+75/MA+30.
  2. Members in the BA column of the salary schedule who reach steps 15, 16, 17, or 18 will receive a \$500 stipend each year. Members in the BA+45/MA and BA+60/MA+15 who reach step 18 will receive a \$500 stipend.
  3. Members who reach steps 19, 20, 21, 22, 23, or 24 on the salary schedule will receive a \$1,000 stipend each year.
  4. Members who reach step 25 and beyond on the salary schedule will receive a \$2,000 stipend each year.
  5. Longevity will be calculated based on the member's placement on the salary schedule and adjusted based on their full-time equivalent (FTE) as of September 1<sup>st</sup> of the current school year.
- F. Classroom teachers who lead professional development shall be paid their hourly rate of pay for any time spent outside of the eight (8) hour workday preparing for or presenting the professional development. For every two hours of Professional Development that members present, they will be paid for one hour of preparation time at their hourly rate.
- G. In the event of a situation beyond the control of the Board which requires the closing to students or employees of one or more, or all of the schools, the school year may be extended to compensate for the number of days lost in such schools, at the discretion of the District with no additional pay in excess of the employee's yearly contracted salary. Staff will be notified of any extension of the school year no later than April 30.
1. When schools are closed for a full day, teachers are not required to be in attendance.
  2. When schools are delayed for two hours, teachers are expected to report to work two hours later than their regular reporting time.
- H. No member of the bargaining unit shall be entitled to any salaries or other economic benefit provided in this Agreement for any period(s) of time not worked as a result of school closures for budgetary reasons, except that the District shall continue its insurance premium obligations for the month following the month in which closure occurred.
- I. If the District is not able to meet its financial obligations, without implementing a layoff, the parties will consult. The purpose of these consultations will be to agree on strategies to enable the District to meet the financial obligations in the

most educationally responsible way. The strategies may include, but are not limited to:

1. The parties may mutually agree to reduce the work year by two or more days; one inservice day and one student contact day
2. Either party may reopen negotiations.
3. If no solution is agreed upon by the parties, the District may initiate the Layoff/Recall procedures.

## **ARTICLE 28 – Insurance**

### **A. HEALTH PROMOTION**

The Council and the District agree that the health and well-being of employees is of utmost importance. We also agree that we will work collaboratively to develop health promotion activities that assist employees in making informed decisions about their health care and life style changes. The District will continue to maintain a Health Promotion Committee comprised of representatives of the Council and from each school and work site in the District. The Committee will be charged with developing health promotion activities, classes, and programs. The District will establish a voluntary program to encourage employee participation in health promotion activities.

Site representatives will be paid the committee rate for their participation on this committee.

### **B. INSURANCE COMMITTEE**

By October of each year, the Insurance Committee will analyze the claims that the District has paid for the previous school year. Using that analysis, the Insurance Committee will establish plan designs and set premium rates for the various tiers of coverage. No final decisions shall be made by the Committee until Council members have been given an opportunity for input. The new rates will become effective January 1 of each year.

The Association shall have four (4) voting members on the Insurance Committee. Committee members will be paid the committee rate for their participation on this committee.

The Insurance Committee will meet periodically throughout the year to review claims information in order to determine the need for additional staff training on insurance utilization for the purposes of maximizing cost savings for the insurance program.



C. HEALTH INSURANCE

1. Eligibility

Each certified employee covered under this bargaining Agreement who works a minimum of .50 FTE during a school year is eligible for health insurance coverage. Employees who are eligible to participate in the group health insurance program may not opt out of the coverage; however, such employees are not obligated to purchase coverage for spouse/domestic partners and/or dependents.

Eligible employees who work a full contract during a school year can earn twelve (12) months of insurance beginning October 1 and ending September 30. Eligible employees who work less than a full contract year will receive a pro-rated benefit that always ends September 30.

Eligible employees who are laid off during a school year due to a reduction in force will receive a pro-rated insurance benefit based on the number of contract days worked.

November and December are the open enrollment months for all insurance benefits.

2. Definition of Benefits

Health insurance is defined as medical (including prescriptions), dental and vision coverage. Employees may not separately select one or more of these coverages; all three are provided as a “bundled” benefit.

The District shall continue to offer a Section 125 Cafeteria Plan that provides the option of pre-tax insurance premiums as well as supplemental health and accident insurance for eligible employees, as defined by the current plan.

3. Premium Payments

- a. The District agrees to pay a portion of the monthly premium cost per employee for the purchase of medical, dental and vision insurance each contract year (October through

September). Premiums for certified employees will be split according to the following percentages:

**Employee only:** District assumes 100% of the cost.

**Employee and Children:** 90% District 10% Employee

**Employee and Spouse:** 87% District and 13% Employee

**Full Family:** 86% District and 14% Employee

- b. Separate premiums for medical, dental and vision coverage are determined annually and are effective from January 1 through December 31 (the policy year). These premiums are established on four different step rates, as follows: employee only, employee and child/children, employee and spouse/domestic partner, and family. Premiums are based on full participation by all eligible employees.
- c. Each employee with spouse/domestic partner and/or dependent coverage will pay a share of the monthly premium for that coverage. This out-of-pocket premium will be deducted from the employee's paycheck. Monthly premiums are not pro-rated.
- d. Each employee who works .50 FTE through .79 FTE shall pay no more than 1.5 times the out-of-pocket amount that full-time (1. FTE) employees pay for health insurance coverage. Each employee who works .80 FTE through .99 FTE shall pay the same out-of-pocket premium as full-time employees.
- e. If an eligible employee takes unpaid leave during a school year, the employee may be responsible for payment of the entire monthly insurance premium. That determination is made by the District when the leave request is submitted, based on the percentage of unpaid leave days for the current school year to the number of contract days worked for the current school year. Unpaid leave is accumulated by school year in making this determination.

D. LIFE INSURANCE

Eligible employees and their spouse-domestic partner/dependents have access to group life insurance. The employee pays the entire monthly premium for group life insurance through payroll deduction.

E. LONG-TERM DISABILITY INSURANCE

Eligible employees pay the entire monthly premium for long-term disability insurance through payroll deduction.

**ARTICLE 29 – Travel Expense and Reimbursement**

- A. Staff will need to obtain advanced approval from the site administrator prior to making travel arrangements. Meal and lodging expenses are expected to be kept within the per diem rates established by the General Services Administration (GSA) located at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Upon administrator approval, lodging expenses that exceed the GSA per diem rates may be approved. Registration fees will be covered as approved by the site administrator. Mileage will be reimbursed at the current IRS rate for miles driven on behalf of the District or staff may choose to use their P-card for fuel purchases made during business travel. Refer to DLC-AR and the Staff Handbook for reimbursement procedures. When out of town travel is necessary both parties will refer to ASD Administrative Rule for Travel.
- B. Itinerant staff with a fixed schedule may elect a mileage stipend based on anticipated work calendar and travel. Itinerant staff with irregular schedules are entitled to submit mileage reimbursement at the IRS rate for miles driven between worksites. Miles driven from an employee’s home to a worksite or from a worksite to their home will not be reimbursed.

**ARTICLE 30 – Compliance Between Individual Contracts and Master Agreement**

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language conflicting with this Agreement, this Agreement, during its duration shall be controlling.

**ARTICLE 31 – Site-Based Decision Making/Contract Waiver**

The Board and the Council agree that there may be times when employees and administrators mutually desire to waive a specific contractual article in order to implement an educational innovation. It is the intent of this article to allow contract waivers to occur under the following conditions:

- A. Employee participation in an innovation requiring a contract waiver is voluntary;
- B. The waiver is memorialized in a Memorandum of Understanding approved by the

Southern Oregon Bargaining Council and the Board. The AEA Representative Council will be notified of the waiver request and determine whether or not member ratification is necessary. In all cases the signatures of the School Board, the Council, and the Ashland Education Association are necessary on any memorandum.

- C. The Memorandum of Understanding will specify the contract article being waived or modified and the expiration or renewal date of the waiver. The Memorandum of Understanding will be non-precedent setting.
- D. The Memorandum of Understandings are subject to the grievance process.
- E. Those who choose not to participate in an innovation requiring a contract waiver will not be subject to an adverse evaluation, discipline, or dismissal for their non-participation.
- F. The collective bargaining agreement not affected by any Memorandum of Understanding will remain in full force and effect and have full application to the employees who are affected by the innovation requiring a contract waiver.

### **ARTICLE 32 – Retirement Program**

The District shall continue to pay the employee contribution to the Public Employees Retirement System, not to exceed six percent (6%). The parties agree that this section shall not be modified or reopened during the life of this Agreement.

### **ARTICLE 33 – Intellectual Property**

- A. The parties wish to encourage creativity, production and collaboration in producing materials for the classroom or for benefit and use of the school district.
- B. The ownership of any materials, processes, or inventions developed by a bargaining unit employee outside the course of the bargaining unit employee's regular duties for the Ashland School District and using the bargaining unit employee's individual effort, time and expense shall vest in the bargaining unit employee. If copyrighted, licensed or patented, it will be done by the bargaining unit employee in the bargaining unit employee's name.
- C. The ownership of materials, processes, or inventions specifically commissioned by or produced for the Ashland School District, using Ashland School District supplies, materials, and on the Ashland School District's time shall vest solely in the Ashland School District and shall constitute "works made for hire" as defined in the United States

Copyright Act, 17 USC § 101. Bargaining unit employees agree to execute such other documents as the Ashland School District may reasonably request to perfect the Ashland School District's ownership of all rights, title and interest in such works made for hire.

- D. In instances where materials, processes, or inventions are produced by a bargaining unit employee as part of their employment with time, facilities, or other Ashland School District resources, the ownership of the materials, processes, or inventions shall vest jointly with the Ashland School District and the bargaining unit employee. The product will be available for use by the Ashland School District, including but not limited to the right of the Ashland School District to make modifications to the product, in perpetuity, at no cost to the Ashland School District.

#### **ARTICLE 34 – Duration**

- A. This Agreement shall be effective upon execution except as otherwise provided and shall remain in full force and effect through June 30, 2024.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. The District and the Council will begin successor contract negotiations no later than March 1, 2024.

#### **ARTICLE 35 – Contract Maintenance**

- A. For the purpose of this article, a Contract Maintenance Committee shall meet regularly to address issues that arise during the duration of the contract and as a means of communicating between the District and the Council any related concerns pertaining to working conditions. When it is recognized that a change in contract language is desirable, the parties will follow their procedures for the development and ratification of a memorandum of understanding.
- B. The Contract Maintenance Committee will review the financial statements of the District in October and November of each year. The focus of this review will be on any known changes in revenue and expenditures from the adopted budget. Additionally, Contract Maintenance Committee members will review financial statements on a regular basis.

See Appendix F for the Contract Maintenance Referral Form. This form is subject to revisions annually by the Contract Maintenance Committee.

**ARTICLE 36 – Execution - Signature**

Executed this \_\_\_\_\_ of \_\_\_\_\_, 2021 at Ashland, Oregon, by the undersigned officer of District 5 School Board and Administration on behalf of School District 5, Jackson County, Oregon, and by the Southern Oregon Bargaining Council:

**Southern Oregon Bargaining Council**

**Ashland School District**

By \_\_\_\_\_  
SOBC Chairperson

By \_\_\_\_\_  
Chair, School Board

By \_\_\_\_\_  
SOBC Local representative

By \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – 2021-2022 Certified Employee Salary Schedule**  
193 Days

**Ashland School District**

<b><u>Steps</u></b>	<b><u>BA</u></b>	<b><u>BA+45 or MA</u></b>	<b><u>BA+60 or MA+15</u></b>	<b><u>BA+75 or MA+30</u></b>
<b>1</b>	\$45,126	\$46,592	\$48,108	\$49,669
<b>2</b>	\$46,592	\$48,108	\$49,669	\$51,286
<b>3</b>	\$48,108	\$49,669	\$51,286	\$52,951
<b>4</b>	\$49,669	\$51,286	\$52,951	\$54,672
<b>5</b>	\$51,286	\$52,951	\$54,672	\$56,449
<b>6</b>	\$52,951	\$54,672	\$56,449	\$58,285
<b>7</b>	\$54,672	\$56,449	\$58,285	\$60,177
<b>8</b>	\$56,449	\$58,285	\$60,177	\$62,134
<b>9</b>	\$58,285	\$60,177	\$62,134	\$64,154
<b>10</b>	\$60,177	\$62,134	\$64,154	\$66,238
<b>11</b>	\$62,134	\$64,154	\$66,238	\$68,391
<b>12</b>	\$64,154	\$66,238	\$68,391	\$70,614
<b>13</b>	\$66,238	\$68,391	\$70,614	\$72,908
<b>14</b>	\$68,391	\$70,614	\$72,908	\$75,277
<b>15</b>		\$72,908	\$75,277	\$77,724
<b>16</b>		\$75,277	\$77,724	\$80,250
<b>17</b>		\$77,724	\$80,250	\$82,859
<b>18</b>				\$85,551

**Occupational Therapists, Physical Therapists, Speech Pathologists, and School Psychologists will receive a pro-rated annual stipend of \$3,000 per 1.0 FTE.**

**APPENDIX A-1 – 2022-2023 Certified Employee Salary Schedule**  
193 Days

**Ashland School District**

<b>Steps</b>	<b>BA</b>	<b>BA+45 / MA</b>	<b>BA+60 / MA+15</b>	<b>BA+75 / MA+30</b>
<b>1</b>	\$46,254	\$47,757	\$49,310	\$50,911
<b>2</b>	\$47,757	\$49,310	\$50,911	\$52,568
<b>3</b>	\$49,310	\$50,911	\$52,568	\$54,275
<b>4</b>	\$50,911	\$52,568	\$54,275	\$56,039
<b>5</b>	\$52,568	\$54,275	\$56,039	\$57,860
<b>6</b>	\$54,275	\$56,039	\$57,860	\$59,742
<b>7</b>	\$56,039	\$57,860	\$59,742	\$61,682
<b>8</b>	\$57,860	\$59,742	\$61,682	\$63,688
<b>9</b>	\$59,742	\$61,682	\$63,688	\$65,758
<b>10</b>	\$61,682	\$63,688	\$65,758	\$67,893
<b>11</b>	\$63,688	\$65,758	\$67,893	\$70,101
<b>12</b>	\$65,758	\$67,893	\$70,101	\$72,379
<b>13</b>	\$67,893	\$70,101	\$72,379	\$74,731
<b>14</b>	\$70,101	\$72,379	\$74,731	\$77,159
<b>15</b>		\$74,731	\$77,159	\$79,667
<b>16</b>		\$77,159	\$79,667	\$82,256
<b>17</b>		\$79,667	\$82,256	\$84,931
<b>18</b>				\$87,689

**Occupational Therapists, Physical Therapists, Speech Pathologists, and School Psychologists will receive a pro-rated annual stipend of \$7,000 per 1.0 FTE.**



**APPENDIX A-2 – 2023-2024 Certified Employee Salary Schedule**  
193 Days

**Ashland School District**

<b>Steps</b>	<b>BA</b>	<b>BA+45 / MA</b>	<b>BA+60 / MA+15</b>	<b>BA+75 / MA+30</b>
<b>1</b>	\$47,410	\$48,951	\$50,543	\$52,183
<b>2</b>	\$48,951	\$50,543	\$52,183	\$53,882
<b>3</b>	\$50,543	\$52,183	\$53,882	\$55,632
<b>4</b>	\$52,183	\$53,882	\$55,632	\$57,440
<b>5</b>	\$53,882	\$55,632	\$57,440	\$59,307
<b>6</b>	\$55,632	\$57,440	\$59,307	\$61,235
<b>7</b>	\$57,440	\$59,307	\$61,235	\$63,224
<b>8</b>	\$59,307	\$61,235	\$63,224	\$65,280
<b>9</b>	\$61,235	\$63,224	\$65,280	\$67,401
<b>10</b>	\$63,224	\$65,280	\$67,401	\$69,591
<b>11</b>	\$65,280	\$67,401	\$69,591	\$71,853
<b>12</b>	\$67,401	\$69,591	\$71,853	\$74,189
<b>13</b>	\$69,591	\$71,853	\$74,189	\$76,599
<b>14</b>	\$71,853	\$74,189	\$76,599	\$79,088
<b>15</b>		\$76,599	\$79,088	\$81,659
<b>16</b>		\$79,088	\$81,659	\$84,313
<b>17</b>		\$81,659	\$84,313	\$87,054
<b>18</b>				\$89,882

**Occupational Therapists, Physical Therapists, Speech Pathologists, and School Psychologists will receive a pro-rated annual stipend of \$7,000 per 1.0 FTE.**

### Appendix A-3 – Longevity Schedule

<b>Longevity Schedule</b>				
	<b>[BA]</b>	<b>[BA+45 or MA]</b>	<b>[BA+60 or MA+15]</b>	<b>[BA+75 or MA+30]</b>
<b>1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>4</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>5</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>6</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>7</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>8</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>9</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>10</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>11</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>12</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>13</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>14</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>15</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>16</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>17</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>18</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	<b>\$0</b>
<b>19</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>20</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>21</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>22</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>23</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>24</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>25+</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>

## **Appendix B - Extra Duty Assignments**

Compensation schedule for responsibilities exceeding the normal job requirement are herein referred as extra duty assignments.

No assignment of extra duties will be made until the District has attempted to recruit qualified volunteers from first the staff, then the community. If extra duties must be assigned, such assignment(s) will be made in the reverse order of seniority of qualified employees. Once assigned, an employee will be exempt from any additional assignment for four years so long as other qualified employees are available.

This schedule is grouped by position A, B, C, etc., to indicate the level of responsibility and compensation. Prior to the assignment of any person to any group, the District shall list, in writing, the duties to be performed during the year. There shall be evaluations by immediate supervisors and principals of the accomplishments of assigned duties.

### **EXTRA DUTY SCHEDULE**

#### **GROUP A**

1. Middle School Athletic Coordinator
2. Football, Head Coach, High School
3. Basketball, Head Coach, High Schools
4. Dean of Students, High School - Two stipends
5. Volleyball, Head Coach, High School

#### **GROUP B**

1. Wrestling, Head Coach, High School
2. Baseball, Head Coach, High School
3. Track, Head Coach, High School
4. Softball, Head Coach, High School
5. Head Debate Coach – Two stipends
6. Soccer, Head Coach, High School
7. Annual Advisor, High School
8. Journalism Advisor, High School
9. Drama Coach – Three stipends based on three productions
10. Leadership Advisor, High School

#### **GROUP C**

1. Cross Country, Head Coach, High School
2. Elementary Coaching (School Year)
3. Cheer Coach, High School
4. Dance Coach, High School
5. Robotics Coach, High School

#### **GROUP D**

1. Tennis, Head Coach, High School
2. Assistant Coaches, High School

(Track, Baseball, Football, Basketball, Wrestling, Volleyball, Soccer, Softball, Debate Coach – Two stipends)

3. Head Swim Coach, High School
4. Band, High School
5. Pep Band, High School
6. Orchestra, High School
7. Choir, High School

#### GROUP E

1. Track, Head Coach, Middle School, 7<sup>th</sup> and 8<sup>th</sup>
2. Cross Country Assistant, High School
3. Outdoor School Director, Middle School
4. Football, Head Coach, Middle School, 7<sup>th</sup> and 8<sup>th</sup>
5. Athletic Trainer (each season)
6. AHS Extra-Curricular Academic Advisor
7. AHS Musical Advisor
8. Band, Middle School
9. Orchestra, Middle School

#### GROUP F

1. Golf, Head Coach, High School
2. Coaches Middle School, 7<sup>th</sup> and 8<sup>th</sup>, Football, Basketball, Track, Volleyball, Wrestling, Cross Country
3. Annual Advisor Middle School
4. Weight Room, High School
5. Assistant Athletic Director, High School
6. Tennis Assistant Coach, High School
7. Swim Assistant Coach, High School
8. Assistant Dance Coach, High School
9. AHS Intramural Program Advisor
10. Yearbook Advisor, High School

#### GROUP G

1. Newspaper Advisor, Middle School

#### GROUP H

1. High School Club Advisors (FBLA, VICA, DECA, International) Freshman, Sophomore, Junior, Senior Class Advisors
2. Brain Bowl Advisor
3. Middle School (6<sup>th</sup> grade) Football, Volleyball, Basketball (limited to step 1 only)
4. Middle School (6<sup>th</sup> grade) Softball, Track (1/2 of step 1 amount)
5. National Honor Society Advisor, High School
6. Model United Nations Advisor, High School
7. Science Bowl Advisor, High School and Middle School
8. Math Bowl Advisor, High School
9. Mock Trials Advisor, High School

- 10. Academic Scavenger Hunt, High School and Middle School
- 11. Dean of Students, Middle School
- 12. Affinity Group Advisor, K-12

**GROUP I**

- 1. Advisors of Activities which are voluntary and principal-approved
- 2. M.S. Outdoor School Advisors (10 hr./week)

**NOTE:**

- 1. Middle School team leaders receive .078 of employee base salary. High School department heads with 10 or more employees = .065 of employee base salary, with 5 to 9 employees = .058 of employee base salary.
- 2. Individuals in Group I will be paid in accordance with Article 10.
- 3. Professional Learning Community Leaders receive .066% of employee base salary.

**INCREMENT ADVANCEMENT SALARY SCHEDULE FOR EXTRA DUTY ASSIGNMENTS:**

- 1. The entire schedule is based upon the entry level of the salary schedule for a beginning employee for District licensed staff.
- 2. Any newly hired or presently assigned personnel can be placed at any level higher than the minimum depending upon the person’s experience and commitment to the position.
- 3. Advancement on this schedule is not automatic. Extra duty assignments are for one school year only and must be renewed each year.
- 4. Licensed personnel shall be notified when advanced on the extra duty schedule.

**Extra Duty Schedule**

Amounts based on percentage of salary schedule base:

2021-2022 Base = \$45,126  
 2022-2023 Base = \$46,254  
 2023-2024 Base = \$47,410

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
GROUP A	(15.5%)	(16%)	(16.5%)	(17%)	(17.5%)
GROUP B	(11%)	(11.5%)	(12%)	(12.5%)	(13%)

GROUP C	(9.5%)	(10%)	(10.5%)	(11%)	(11.5%)
GROUP D	(8.5%)	(9%)	(9.5%)	(10%)	(10.5%)
GROUP E	(7.5%)	(8%)	(8.5%)	(9%)	(9.5%)
GROUP F	(5.5%)	(6%)	(6.5%)	(7%)	(7.5%)
GROUP G	(4%)	(4.5%)	(5%)	(5.5%)	(6%)
GROUP H	(2%)	(2.5%)	(3%)	(3.5%)	(4%)

**APPENDIX C – Unpaid Leaves of Absence Request**

**Ashland School District**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_ JOB ASSIGNMENT \_\_\_\_\_

YEARS IN DISTRICT \_\_\_\_\_

PREVIOUS LEAVES GRANTED \_\_\_\_\_

TYPE OF UNPAID LEAVE REQUESTED \_\_\_\_\_

\_\_\_\_\_

EXPLANATION \_\_\_\_\_

\_\_\_\_\_

EFFECTIVE DATE OF LEAVE \_\_\_\_\_ EXPECTED DATE OF RETURN \_\_\_\_\_

**Appendix D – Class Size and Composition Help Form**

**NAME** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

**CLASS** \_\_\_\_\_

**DATE** \_\_\_\_\_

Circle primary concern:      Class Size                      Composition

Circle purpose:      Action Item                      Information Only

Complete items 1 and 2 and schedule a meeting with your administrator

- 1) Describe the Multi Tiered Systems of Support you have in your classroom for behavior and academics. What challenges are you or your students experiencing?

- 2) Describe your class:



3 a) Is there a significant discrepancy between this class's size and composition and other classes in this grade level? Y N

If there is a verified discrepancy, move on to #3 b

3 b) With your administrator, indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. One or more of the following will be utilized: (\* = cost neutral)

- 1) Refer students to a Student Services Team \*
- 2) Consider a change in a students' class placement \*
- 3) Reallocate educational assistant time as appropriate or needed \*
- 4) Consult with the Child Development Specialist, counselor, or other appropriate personnel \*
- 5) Discuss with parents local options for outside agency support\*
- 6) Paid or release time to prepare for conferences or work on classroom planning or organization
- 7) Utilize TOSA's or mentor teachers for teacher support
- 8) Consider alternative curricula for intervention that better fits the needs of the class
- 9) Re-structure instructional blocks to better fit the needs of the students\*
- 10) Conduct functional behavior assessments and create behavior support plans for students with behavioral needs
- 11) Teacher attends professional development opportunities to develop strategies that would fit the needs of the class
- 12) Release time to observe and consult with other exemplar grade alike teachers
- 13) Approach community resources for volunteer support (SOU, Rotary, Kiwanis, parents/family members)
- 14) Other \_\_\_\_\_

3 c) Describe strategy selected:

Strategy Selected	Dates & Times Implemented	Outcome

4) Please note the numbers below: (Students may qualify in more than one category)

Total # of Students: \_\_\_\_\_

IEP: \_\_\_\_\_

Behavioral Plans: \_\_\_\_\_

TAG: \_\_\_\_\_

504: \_\_\_\_\_

ELL: \_\_\_\_\_

ACES: \_\_\_\_\_

Students at academic risk \_\_\_\_\_

Site Based students mainstreaming: \_\_\_\_\_

Students with medical protocol needs: \_\_\_\_\_

Other (please describe):

---

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Employee's Signature

**NOTE: Administrator will submit copies of the completed form to the AEA Building Representative and the Human Resources Director.**

**APPENDIX E – Memorandum of Understanding**  
**Between**  
**Southern Oregon Bargaining Council**  
**And**  
**Ashland School District NO. 5**

This Memorandum is entered into this 12th day of January, 1998, by and between the Southern Oregon Bargaining Council and the Ashland School District No. 5.

Employees who retire from the Ashland School District, and who are subsequently rehired in a certified position of half-time or more by the District, will receive all contractual rights and benefits under the Collective Bargaining Agreement except those rights and/or benefits expressly set forth below as exclusions:

- I. Employees who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:
  - A. Employees will be notified of whether or not they will be rehired within thirty (30) days after their application for early retirement. They may withdraw that application for rehire within ten (10) days of said notification.
  - B. If selected for rehire, a unit member may continue to work as an employee at his/her current contracted salary for the remainder of the current contract year.
  - C. Retired employees will not bring sick leave forward, but will accrue sick leave at the rate of one day per month, and those days will be awarded at the beginning of their re-hire.
  - D. Contractual early retirement benefits for which the employee may be eligible will not become effective until the end of their service with the district. The early retirement benefits will be based upon the contractual benefits available at the time of retirement.
- II. Employees may be rehired for additional years under the conditions stated in Section I above at the District's discretion. However, notification for rehire will be given no later than May 31 prior to the school year to be worked.
- III. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.
- IV. After retirement, and for the entire period during which they are re-employed by the District, bargaining unit members will work no more than an aggregate of one thousand thirty nine (1,039) hours per calendar year.
- V. This Memorandum shall become effective upon execution by the parties. It shall automatically renew on July 1 of each school year to be effective through June 30 the following year, unless either party notifies the other in writing prior to July 1 of its desire to revoke the Memorandum.

/s/ Shirley Wilson  
SOBC Chairperson

/s/ Alan DeBoer  
Ashland School Board

/s/ Mel Ginsberg  
SOBC Local Representative

/s/ John Daggett  
Superintendent

1/20/98  
Date

1/12/98  
Date

## APPENDIX F – Contract Maintenance Committee Referral Form – 2021-2024

Purpose: The committee will look at problem areas covered in the contract and other certified concerns. The committee will clarify issues and may forward them to other existing committees. The committee will deal with general issues, not personal issues, to avoid interference with matters that may be grievable.

**Your Committee Members are:**

**Committee meetings this year:**

Subject to be considered:

Article and Section of Contract:

Person making request:                      Date:

Will you be present to present this referral?

State issue in a brief paragraph:

How do you think the issue could be resolved?

Is there additional information the Committee should have in order to respond to this issue?

Who might be able to provide this information to the Committee?

Additional comments:

**Please return this form to Human Resources at the District office.**

Date of Action:

Maintenance Committee response/action in accordance with adopted flow chart following Appendix H.

## Appendix G – Prep Time Problem Solving & Help Form

**NAME** \_\_\_\_\_ **SCHOOL** \_\_\_\_\_

**CLASS** \_\_\_\_\_ **DATE** \_\_\_\_\_

Circle primary concern/s:      Number of Preps      Timing of Preps

Circle purpose:      Action Item      Information Only

Complete items 1 and 2 and schedule a meeting with your administrator

1) List your class schedule.

2) Describe any unique preparation needs for any of the classes you teach.

3) Describe the difficulty:

3 a) Is there a significant discrepancy between your number of preps and the number of preps of other teachers in your department/class type? Y N

3 b) With your administrator, indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. One or more of the following *will* be utilized: (\* = cost neutral)

1) Consider a change in the placement of the class within the master schedule\*

2) Consider taking a prep day with a sub to cover your class

3) Consider classified support for some tasks

4) Consider using a reader/grader to grade papers for the teacher

5) Consider support for strategies to manage existing schedule\*

6) Other: \_\_\_\_\_

3 c) Describe strategy selected:

Strategy Selected	Dates & Times Implemented	Outcome

4) Please note the numbers below:

Total # of Students: \_\_\_\_\_

Average Class size: \_\_\_\_\_

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Employee's Signature

**NOTE: Administrator will submit copies of the completed form to the AEA Building Representative and the Superintendent.**

## Appendix H – Part-Time FTE Calculation Examples

### Part-Time FTE Calculation Examples

- 1) Full time Elementary & Middle School teachers have approximately 1500 contact minutes per week.
  - a. Teacher ‘A’ teaches 900 minutes per week.
  - b.  $FTE = 900/1500 = .60$  FTE
- 2) AHS full time teachers have 1335 contact minutes per week or 2670 minutes per full AB cycle (two weeks).
  - a. Teacher ‘A’ teaches 4 classes, office hours and an advisory class totaling 1780 minutes of student contact time per full AB cycle.
  - b.  $FTE = 1780/2670 = 0.67$  FTE
  - c. The denominator may change when the bell schedule(s) change.

### Part-Time Prep-Time Calculation Examples

- 1) Full-time high school teacher has 720 minutes prep over 10 school days with an AB schedule.
  - a. A teacher with a 0.67 FTE \* 720 minutes = 482 minutes over 10-day AB schedule
- 2) Full time middle school has 500 minutes over 10 school days with a Blue/Gold schedule.
  - a. A teacher with a .067 FTE\*500 minutes = 335 minutes over 10-day Blue/Gold schedule
- 3) Elementary teacher
  - a. Full time elementary teacher has 225 minutes of prep per 5-day M=F schedule.
  - b.  $0.5$  FTE \* 225 minutes = 112.5 minutes of prep per 5-day M=F schedule

Actual contact minutes should be calculated annually based on current year bell schedules.

### Part-Time Professional Duties Example

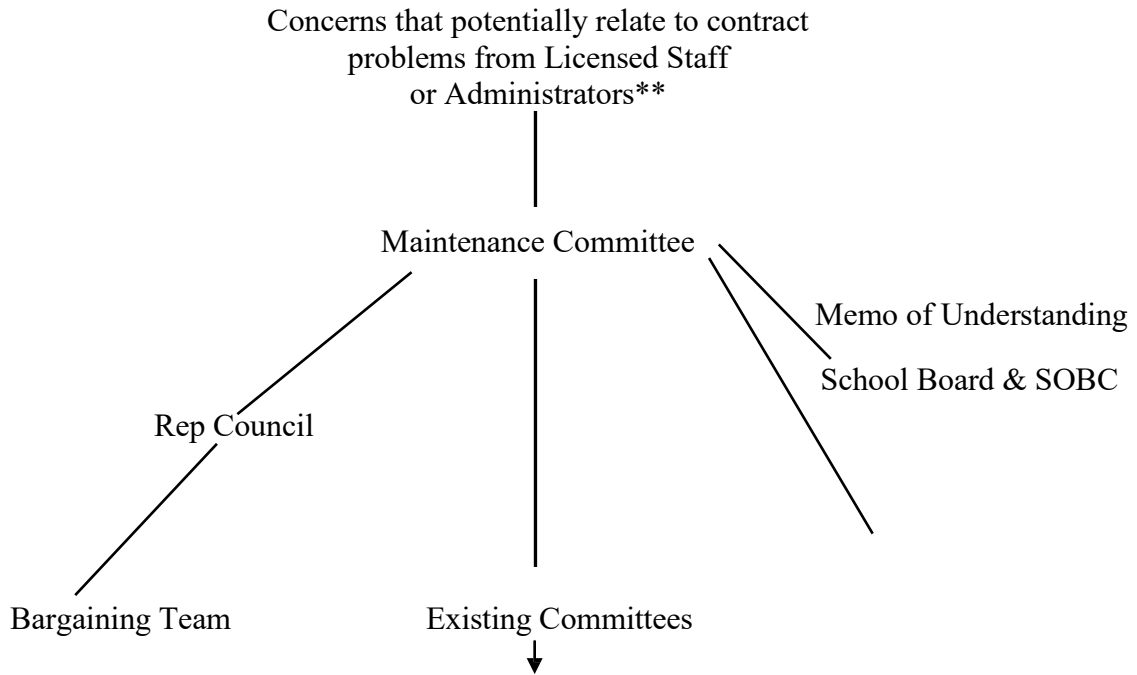
An administrator may require 40 hours of attendance to participate in professional development offerings during in-service week.

A 0.67 FTE staff member’s salaried time would be calculated using the calculation  $0.67 * 40$  hours, or 26.8 hours of salaried time during pre-service week.

The bargaining unit member will be compensated for the difference of salaried time and time worked beyond salaried time, or 13.2 hours of additional pay.

# FLOW CHART

## Maintenance Committee Activity



\*\*All potential grievance issues should first go to the grievance committee due to possible time restraints.











