

CONTRACT BETWEEN

MEDFORD SCHOOL DISTRICT 549C

AND

MEDFORD EDUCATION ASSOCIATION



Jackson County, Oregon

Contract Term: July 1, 2019 - June 30, 2023

With July 1, 2021 – June 30, 2023 Reopener



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**CONTRACT BETWEEN  
THE MEDFORD EDUCATION ASSOCIATION  
AND  
SCHOOL DISTRICT NO. 549C JACKSON COUNTY, OREGON**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July 2019, by SCHOOL DISTRICT NO. 549C, JACKSON COUNTY, OREGON, hereinafter called the "DISTRICT" and the MEDFORD EDUCATION ASSOCIATION, hereinafter called the "ASSOCIATION," affiliated with the SOUTHERN OREGON BARGAINING COUNCIL.

IT IS HEREBY AGREED AS FOLLOWS:

**Article 1 Contract Conditions**

**A. Contract Conditions**

In the event of a budget deficit from the prior year, legislative action, or initiative affecting any portion of the agreement, the salary and related economic items agreed to herein shall not be reduced without negotiations between the Association and the District. A budget deficit shall be defined as the inability of the District to finance staffing and programs through the general fund operating budget at the previous year's level. The District or Association shall give notice of its need to renegotiate the contract during the term of the agreement.

**B. Savings Clause**

If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with an enforcement of any provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and upon request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

**C. Joint Presentation**

The administration and Association may identify provisions of the contract to be presented jointly to members of the Representative Council and District.

**D. Status of Agreement**

1. This agreement contains the entire agreement of the parties.
2. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.
3. There shall be two (2) signed copies of the final agreement, one (1) to be retained by the District and one (1) by the Association.
4. Regarding any modifications of this agreement, the District and the Association will make every effort to conclude negotiations so as to coincide with the District action on the operating budget for the next succeeding fiscal year.
5. The costs of bargaining this agreement shall be borne by the party incurring the costs.

**E. Compliance Between Individual Contract and Master Agreement**

Any contract between the Board and an individual bargaining unit member, such as a resignation agreement or other individual agreement, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

**F. Memoranda of Understanding**

Any memoranda of understanding between the Association and the District that do not have an expiration date are nullified by this agreement.

## **Article 2 Recognition**

### **A. Bargaining Unit**

The District recognizes the Association as the sole and exclusive bargaining representative for all bargaining unit members employed or to be employed by the District excluding substitute teachers, substitute nurses, confidential and supervisory personnel, and personnel employed less than half time.

1. For the purpose of this Agreement, "a substitute teacher" shall be defined as a per diem employee in a position for which the District is unable to determine the length of service needed.
2. In positions for which the District is able to determine the length of service needed and which exceeds forty-five (45) working days "temporary teachers" will be employed. Temporary teachers shall not be subject to the provisions of Article 8 Layoff of this Agreement and have no contractual rights to a job after the return of the regular bargaining unit member whom they are replacing or after the contract expires, whichever occurs first.

### **B. Management Rights**

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control and shall not be subject to the contract grievance procedure either expressly or by implication. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board to act in its behalf. The Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board members, administrator, or other person or persons.



**Article 3 Definitions**

Unless otherwise specified in this agreement, the following definitions shall apply throughout:

Association – An organization representing the licensed personnel, which has been elected by a majority vote of employees and certified as the employee organization pursuant to ORS Chapter 243.650 et seq.

Specials-- Music, Physical Education, Media, and other instruction where a student is provided elective-type instruction at the Elementary level by someone other than their primary classroom teacher.

## **Article 4 Association Rights and Responsibilities**

### **A. Payments to Association**

#### **1. Method of Payments**

The District shall provide, on a monthly basis, a check to the Association for Association dues and voluntary Association contributions collected, and an Excel-compatible register of bargaining unit members, the amounts deducted, the last four (4) digits of their social security number, FTE, and worksite.

#### **2. Dues**

- a. The District agrees to provide the Association a list of current bargaining unit members as requested. In addition, the District agrees to notify the Association of bargaining unit members who have joined or left the bargaining unit within fourteen (14) calendar days of the change.
- b. Prior to the first dues deduction of the school year in September, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks, or who have lawfully ceased authorization, and shall identify the dues to be deducted from each member's paycheck in accordance with ORS 652.610(3)(d). The District shall do this for twelve (12) payrolls. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. If notified of dues deduction changes prior to the 10<sup>th</sup> day of the month, the District applies the dues deduction changes to paycheck processing in that same month. Otherwise, the District shall apply the dues deduction changes to paycheck processing in the following month.
- c. The District will honor dues deduction authorization executed by existing bargaining unit members in favor of the Association.
- d. When major errors in payroll and/or payroll deductions of union dues are first discovered, the employee and the Association shall be notified immediately. The Association and bargaining unit members shall hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article of this Agreement, except for those determined to be caused by the District's negligence.

### **B. Strikes and Lockouts**

The Association and its bargaining unit members will not initiate, cause or participate or join in any strike, work stoppage, withholding of services, slowdowns, picketing, or any other restrictions of work during the term of the Agreement. Thereafter, strike may occur after compliance with the provisions of Oregon Revised Statutes, Chapter 243. There will be no lockout of bargaining unit members by the District as a consequence of any dispute arising during the period of this agreement.

### **C. Association Access to Information**

#### **1. District Responsibility**

Upon written request to the Superintendent or their designee, the District agrees to furnish the Association with information reasonably available for its function as exclusive bargaining representative. In the determination of reasonable availability, the Association acknowledges that District resources are limited from the standpoint of personnel and computer availability.

#### **2. Use of Equipment**

The Association negotiating team shall have the right to use school equipment when such equipment is not otherwise in use. This does not include the right to use the computer housed in the District Data Processing office.

**D. Association Use of District Facilities, Equipment, and Services**

**1. School Mailboxes**

The Association may place materials in bargaining unit member in-boxes in District school buildings if space is available.

**2. Courier Service**

The Association may use District courier service to distribute material, provided there is no delay or interference with District business.

**3. Use of District Facilities**

The Association may use District buildings for meetings after school hours if:

- a. Prior request is approved by the District;
- b. The facility is available;
- c. The Association abides by all restrictions regarding fuel and electrical power use.

**4. Use of School Facilities**

Representatives of the Association may meet with bargaining unit members in District school buildings provided:

- a. The visits do not disrupt time with students, activities, or the educational process. This shall not apply if the parties are in bargaining and either party has declared impasse;
- b. The representative reserves the building space using building scheduling procedures ahead of time; and
- c. There is no interference with District or building activities.

**5. Bulletin Board Space**

The Association shall have continued use of that portion of bulletin board space presently in use in the faculty lounge in each school. The Association shall also have continued use of that portion of bulletin board space presently in use in the central office for Association notices. It is agreed the bulletin board will not be used for the posting of material that is in conflict with this agreement or that is of a controversial or inflammatory nature.

**6. District E-mail**

Association Leadership (Executive Board and Grievance Chair) may use the District's email system during non-instructional time to communicate with District Office personnel regarding Association business. The Association may use the District's e-mail system during non-working hours to communicate with its members regarding Association business within the following conditions:

- a. The Association will follow all applicable state and federal laws;
- b. The Association will follow all relevant District policies and administrative regulations;
- c. The Council and Association will not use the District's e-mail system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages or activities that violate the Contract;
- d. The Association will hold the District harmless regarding any claims as a result of the Association's use of the District e-mail system.

**7. New Hire Orientation**

The District shall notify the Association of the names of new hires and the dates and times of new hire orientation. The Association shall be provided fifteen (15) minutes at new hire orientation.

E. **Release Time for Association Duties**

Medford Education Association Faculty Representatives will be released after the students are dismissed to attend regularly scheduled Association duties. The Medford Education Association President and Vice President shall be allowed to leave his/her assigned building fifteen (15) minutes after his/her last scheduled period of instruction. Association representatives shall otherwise be responsible for his/her professional obligations as described in this agreement.

F. **Association Leave**

A total of sixty (60) days per year will be granted to work on Association business or to attend any conferences or conventions of state affiliated organizations, directly related to the collective bargaining relationship between the District and the Association. Representatives will not be entitled to District reimbursement for travel, meals, or lodging during such leave. Notice of the dates of attendance, together with the names of representatives, will be provided to the District one (1) business day in advance of the need. The District will bill the Association within sixty (60) days for any substitute costs (including payroll costs) related to this leave.

G. **Association President Leave**

A total of up to and including one hundred percent (100%) of the days per school year will be granted to work on Association business. The District will bill the Association within sixty (60) days for any substitute costs (including payroll costs) related to this leave. There is no obligation of the Association to use this time.

## **Article 5 Grievance**

### **A. Definitions**

1. "Grievance" shall mean a complaint by an individual bargaining unit member or a group of bargaining unit members that there has been to him, her (or them) a violation or inequitable application of any provisions of this contract.
2. "Grievant" is the person(s) who has the grievance and is presenting the complaint, also referred to as the Complainant. The Grievant may be an individual and/or the Association.
3. "Representative" is the person who may speak for and/or advise a grievant.
4. "Immediate Supervisor" is the person who has District administrative or supervisory responsibilities over the grievant in the area of grievance as stated in school board policy.
5. The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.

### **B. General Provisions**

#### **1. Participants**

- a. A grievant has a right to representation of their own choosing at each step of the grievance procedures.
- b. If any member of the Association's Grievance Committee is a party to an individual rather than a group grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.
- c. Group Grievance - If, in the judgment of the Association, a grievance affects a group or class of bargaining unit members, the Association shall submit the grievance at Step Two. If the matter is not resolved within ten (10) days, the matter may be submitted in writing to the Superintendent and the processing of such grievance shall commence at Step Three (3).

#### **2. Rights and Responsibilities**

- a. There shall be no restraint, interference, discrimination, or reprisal exerted on any bargaining unit member choosing to use these procedures for resolution of grievance.
- b. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and state its views at all stages.
- c. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- d. All documents, communications, and records of a grievance will be filed in the school District office separately from the personnel files. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- e. Grievances need to include name(s) of the grievant(s), the affected areas of the contract, date of the event(s), a description of the circumstance(s), and the proposed remedy for the claim(s).
- f. In the course of investigating any grievance, representatives of the parties who need to contact an employee or student in school will contact the building supervisor of the building being visited, will state the purpose of the visit immediately upon arrival, and secure permission, provided permission shall not be unreasonably withheld.
- g. There will be no interruption of classroom and/or other school-sponsored activities during the grievance procedure.
- h. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

- i. Financial responsibility: Each party shall pay any and all costs incurred by said party.

**3. Processing Grievances**

- a. Grievances shall be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum.
- b. All parties should complete the grievance process by the end of the school year.
- c. Grievances will be processed after the regular workday or at other times which do not interfere with assigned duties unless mutually agreed upon.

**C. Initiating a Grievance and Timing Restrictions**

1. The grievance process must be initiated within fifteen (15) 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, then the grievant must initiate action within the fifteen (15) days following knowledge of the cause or when grievant reasonably ought to have had knowledge of the cause, whichever is sooner. In failing to thus initiate action, they will be considered to have no grievance.
2. Problem Solving: The District and the Association may work together to resolve a problem without or prior to proceeding through the grievance procedure.

**D. Specific Grievance Procedures**

**1. Step One: Informal Meeting with Supervisor**

The grievant will first discuss the grievance with the Principal or immediate supervisor, either individually or through the Association grievance representative, or accompanied by a representative, with the objective of resolving the matter informally. If the matter remains unresolved, the grievant shall notify the supervisor in writing that the matter will be submitted to Step Two for resolution.

**2. Step Two: Formal Meeting with Human Resources**

- a. If the grievant is not satisfied with the disposition of the informal meeting with the supervisor, the grievant may file a written grievance with Human Resources within five (5) days following the Step One discussion. This complaint shall set forth all the grounds upon which the complaint is based and the reasons why the grievant considered the decision rendered to be unacceptable. This shall include the Contract Article(s) the Grievant believes has been violated.
- b. In the case of group grievances, or where the parties opt to have a meeting, within five (5) days of Human Resources receiving the written complaint, a representative from Human Resources will schedule the time and place of a meeting at a mutually agreed upon time. It is understood that if there are scheduling difficulties that both parties will work together to find an acceptable time and the initial attempt at scheduling will occur within five (5) days of receiving the written complaint unless otherwise agreed.
- c. Human Resources shall communicate the decision in writing to the grievant and the Association within five (5) days of receipt of the written Step Two grievance, or within five (5) days of the formal meeting, whichever comes later.
- d. Within five (5) days of receipt of the decision rendered by Human Resources, or if no decision has been rendered within five (5) days after the grievance was delivered to Human Resources, or the meeting was held, whichever comes later, the grievant may amend the grievance and appeal in writing to the Superintendent.

**3. Step Three: Appeal to the Superintendent**

- a. The Superintendent will meet with the grievant and/or Association Representative to discuss the resolution of the grievance within ten (10) days after receiving it. The Superintendent must provide grievant and the Association written notice of the time and place of the appeal at least five (5) days prior to the appeal.

- b. Attendance at this appeal shall be limited to the grievant(s) and their representatives. Parties may elect to call witnesses who shall appear individually at the appeal.
- c. Within ten (10) days of the appeal, the Superintendent shall communicate to the parties a written decision, which shall include all supporting reasons known by the Superintendent at the time of making the decisions.

**4. Step Four: Arbitration**

- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, they shall submit the grievance to arbitration within twenty (20) days of the written decision. If no decision has been rendered or no meeting occurred within the time limits of the previous step, the Association may submit the grievance for arbitration in writing to the District within 30 days.
- b. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules").
- c. Within ten (10) days after the written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the Association shall make a request for a list of seven (7) Oregon or Washington arbitrators to the Employment Relations Board. The Parties shall flip a coin to determine which party strikes first, and then those names shall be alternately stricken until an arbitrator is chosen.
- d. The arbitrator so selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue the decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.
- e. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to act upon any matter or condition not contained in this Agreement.
- f. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne by the losing party as declared by the Arbitrator. Any other expense incurred shall be paid by the party incurring same.
- g. The Association, for itself and for its bargaining unit members, agrees there will be no strike, work stoppage, slowdown, picketing, or observance of a picket line over issues that are or may be processed as grievances. Violation of this paragraph will be grounds for disciplinary action, including, but not limited to, discharge without discourse to the grievance procedure.
- h. The names of any witnesses who are proposed to be used during direct examination in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. This shall exclude rebuttal witnesses.

## **Article 6 Bargaining Unit Member Rights**

### **A. Just Cause**

No bargaining unit member shall be disciplined, reprimanded, reduced in compensation, or suspended without just cause. This section shall not apply to the dismissal or non-renewal of any bargaining unit member.

### **B. Dismissal**

#### **1. Contract Teacher Dismissal**

- a. No contract teacher will be dismissed except in accordance with the Accountability for Schools for the 21st Century Law, ORS 342.805.
- b. In the event ORS 342.805 is changed during the life of this agreement to eliminate a neutral third party review and/or to alter the burdens of proof for the grounds for non-extension, the District shall notify the Association in accordance with ORS 243.698 and the Association may demand to bargain the decision and/or impact of the change within fourteen (14) days of the effective date of the new law under ORS 243.698. If the Parties are unable to reach agreement in ninety (90) days, the Association and the District agree to follow the standards described and the arbitration process described in the grievance article (Article 5) of this contract to select an arbitrator and arbitrate the issues using that process.

#### **2. Probationary Teacher Dismissal**

Probationary teachers faced with discharge during the term of their one-hundred-ninety (190) day employment contract shall not be discharged without just cause.

#### **3. Non-TSPC Licensed Staff Dismissal**

No non-TSPC licensed bargaining unit members will be dismissed without opportunity for an impartial third-party hearing. A request for a review must be made by the non-TSPC licensed bargaining unit member within fifteen (15) days of receipt of the written notice of termination of a contract. The Association and the District agree to follow the arbitration process described in the grievance article of this contract to select an arbitrator. The arbitrator's authority will be limited to using the same reasons, rules, and levels of evidence as are required under current standards for non-extension of contract teachers as defined in ORS 342.805. The Association or employee shall notify the District within ten (10) calendar days of the receipt of final notice of termination of their intent to arbitrate the dismissal. In the event ORS 342.805 is changed during the life of this agreement the parties agree to follow the procedure outlined in 1.b. above.

#### **4. Non-TSPC Probationary Licensed Staff Dismissal**

Non-TSPC licensed staff faced with discharge during the term of their one-hundred-ninety (190) day probationary contracts shall not be discharged without just cause.

### **C. Evaluation**

1. The primary purpose of evaluation is for improvement of instruction/services, to aid the bargaining unit member in making continuous professional growth, and to determine the bargaining unit member's performance of the teaching/services responsibilities. The District will comply with ORS 342.850-342.856, and the District's Evaluation Manual for the evaluation of teachers and with the Special Services Rubric and guides for the evaluation of non-TSPC licensed service delivery.
2. Observations of bargaining unit member work performance will form a major criterion for evaluation. Persons conducting evaluations will not be bargaining unit members. Observations may be made by bargaining unit members, but upon identifying any problem that could result in a Program of Assistance for Improvement, they will cease observations for the purpose of evaluation. The District will not have access to documentation from the peer observation process. The District may not use oral



representations of the peer observations.

3. Upon request, bargaining unit members will have the opportunity to discuss the results of the evaluator's observations with their immediate supervisor within ten (10) working days.
4. The bargaining unit member will digitally sign the evaluator's copy acknowledging receipt of the bargaining unit member's copy of evaluation reports and documents prior to the document becoming a permanent part of the bargaining unit member's personnel file. These evaluation reports and documents shall be directly accessible to the employee at all times.
5. No bargaining unit member will be required to sign a blank or incomplete evaluation form.
6. Any bargaining unit member has the right to respond in writing to their written evaluation in the District file.
7. The District agrees to comply with the procedural steps of the Evaluation Procedure. The substance of observations, evaluations, or other evaluation documentation will not be subject to the grievance procedure. This includes providing notice to the Association when a member is placed on the right side of the flowchart.
8. The Association President shall be notified five (5) days prior to non-renewal, non-extension, or a teacher being placed on a Plan of Assistance for Improvement. The desire of the member to have the Association involved or not in this process does not preclude the Association from being notified.
9. If the District is required to report members' summative scores to a state or federal agency, the District will develop a reporting system that does not connect the data with individual members. Data collected for state or federal reporting purposes will not be used for any other purpose and will not be published by the District.
10. The provisions of the Evaluation Handbook that apply to #7 - #9 above apply specifically to teachers, licensed by TSPC, however, the District agrees to follow the coaching model as outlined whenever possible when evaluating non-TSPC licensed service providers based upon the established standards for the service position.
11. Bargaining Unit Members who submit their notice of retirement by February 15<sup>th</sup> and are approved by the Board, shall have their evaluation system requirements waived for that year.

**D. Right of Representation**

Bargaining unit members will be notified of their right to Association representation at any interview or meeting that could lead to disciplinary action against the bargaining unit member in situations involving Programs of Assistance for Improvement, and following investigations which may result in discipline. Bargaining unit members not desiring representation will make this known in writing, a copy of which will be forwarded to the Association.

**E. Staff Files and Records**

1. The Board of Directors of Medford School District 549C requires that all official records of bargaining unit members employed by the District be kept in the main office (or the Human Resources office) under adequate protection at all times. Such records may be inspected only by the individual concerned, by the Superintendent, or persons acting for the employee and under the employee's direction, or by others authorized in writing by the Superintendent and/or the individual concerned. There shall be only one (1) official personnel file.
2. Each bargaining unit member shall have the right, upon request, if direct access is not available, to review the contents of their official personnel file. A representative of the Association may, at the request of the bargaining unit member, accompany the teacher in this review.
  - a. A bargaining unit member may reply in writing to anything contained in their file and said reply shall be included in the file.
  - b. Each supervisor may maintain an unofficial working folder to assist them in their supervisory

responsibilities, however, said unofficial working folder will be cleansed yearly of material more than three (3) years old.

- c. Upon request, a bargaining unit member may inspect the unofficial working file maintained by the supervisor.
3. Derogatory material shall be reviewed and signed by the member before it is placed in the personnel file. Such signature does not necessarily indicate agreement with the contents thereof. The member will also have the right to submit a written response which shall be attached to the file copy.
4. Any material in the personnel file which has not been signed by the member, except when the member refuses to sign, shall not be used to support the discipline or dismissal of the member.

**F. Personal Life**

The personal life of a bargaining unit member which is not directly concerned with the individual's job performance is not a matter of appropriate concern or attention of the Board except as it may affect their performance as an employee of the District. The foregoing is not intended to abrogate the rights of the Board under Oregon statutes.

**G. Academic Freedom**

Academic freedom is an integral part of the education process. Bargaining unit members have the right of presentation, study, and investigation of the various areas of learning. Personal opinions, when so stated, and having a direct relationship to the subject being taught, are a valid extension of presentations.

Individual rights, including preferences, expressions, and activities are an essential part of academic freedom, but do not preclude the bargaining unit member's responsibility to recognize and present opposing points of view.

The Parties recognize that the role of the teacher is primary to the success and achievement of students. In that teachers are responsible for teaching to state standards, the methods and delivery of instruction shall be left to the discretion of the bargaining unit member's professional judgment within District policy.

The District and Association shall participate in curriculum management training in the Spring of 2020 which may result in a subsequent curriculum management audit, which would, at a minimum, encompass curriculum, resources, grading and assessment practices. Should the audit be completed, the District and Association shall review the findings of the audit and create a committee process, that includes teacher input, establishing clear K-12 guidelines for teacher discretion. Should an audit not take place, the District will establish a Teacher Advisory Council to accomplish the same result.

**H. Complaints Made Against a Bargaining Unit Member**

Any complaint regarding a bargaining unit member made to their supervisor or other person in authority above them by a parent, student, or other person which may influence that bargaining unit member's evaluation or which may result in disciplinary action shall be discussed with that bargaining unit member within ten (10) working days (working days shall be defined as teacher work days), according to the following process:

1. The bargaining unit member shall be apprised of the full nature of the complaint, including the name of the complainant.
2. The bargaining unit member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
3. The bargaining unit member has the right to Association representation at all levels.
4. Complaints which are not discussed within ten (10) working days may not be used in evaluation or in any disciplinary action.
5. If law enforcement, DHS, ODE or TSPC directs the District or its representative to refrain from investigating a complaint against a bargaining unit member the above timelines shall be held in

abeyance until the agency directs the District otherwise.

**I. Civil Rights and Responsibilities**

1. Bargaining unit members have the right to participate fully in the affairs of public interest on a local, county, state, and national basis on the same basis as any citizen in a comparable position and within the law.
2. "Rights" as used in the foregoing paragraph shall be interpreted to mean that bargaining unit members are privileged, within the limitations set forth in the statutes of the State of Oregon and of the Federal Government, to choose either side of a particular issue and/or support of their viewpoints, as they desire, by vote, discussion, or the persuasion of others; provided, however, that said discussion and persuasion not be carried on during performance of school duties, except open discussions in such classrooms that center on a consideration of all candidates for a particular political or civil issue. On all controversial issues one must designate that the stand they represent on the issue is a personal stand and is to emphasize that their viewpoint is not to be interpreted as the official point of view of the District.

**J. Student Grades**

The teacher will have the right and responsibility to determine grades of students. No grade will be changed without first obtaining consent from the teacher, unless the teacher is no longer employed by the District.

## **Article 7 Vacancies, Transfers, and Assignments**

### **A. Definitions**

As used in this Article, the following definitions apply:

1. **Vacancy:** A situation where a position previously held by a bargaining unit member is vacant and retained, or when a new position is created.
2. **Transfer:** A change in assignment from one (1) building to another or from one (1) secondary department to another.
3. **Temporary Position:** A position which is designated as temporary or experimental or which is required to fill a vacancy that occurs after the opening of school because of unanticipated enrollment, or because of death, disability, retirement, resignation, leave of absence, or dismissal of a permanent or probationary teacher.

### **B. Posting Vacancies**

All licensed vacancies will be posted on the District website for six (6) business days. All positions posted will list the specific position description and corresponding qualifications and licensure needed. Vacancies being filled on a Temporary basis that occur after August 1 for the remainder of the school year will be posted until filled (six-day posting waived).

### **C. Filling Vacancies**

1. The District will first consider its own staff when filling vacancies; however, the final decision on the selection of the successful applicant and the reasons therefore remains solely with the District.
2. The District may temporarily fill vacancies with temporary or probationary teachers. If a temporary position becomes permanent, the District will post the position. All qualified and properly licensed bargaining unit members who apply within the posting period shall be guaranteed an interview before the position is filled on a permanent basis.
3. Candidates selected from outside the bargaining unit to fill vacant temporary positions will be designated as temporary employees.
4. Bargaining unit members making application shall be interviewed provided they so desire and are available at the time interviews are being conducted.
5. If a bargaining unit member's request for a position is denied, the Principal or Supervisor, upon request, will provide a face to face meeting to share specific, constructive feedback with reasons for non-selection.

### **D. Transfers**

If there is a need to reduce staff at a school, the building Principal will go through this transfer procedure to determine which staff member will have to transfer to another building.

1. The Principal will ask for volunteers. Staff members will be informed of the vacancies known at the time the transfer decision is being made or as soon as reasonably possible.
2. If there is no volunteer, the Principal will identify staff that have already been involuntarily transferred within the past 8 years or staff on plans of improvement or in intensive coaching. Those identified staff will remain at their current work site.
3. After steps 1 and 2, the least senior teacher at the site will be involuntarily transferred.
4. Bargaining unit members being involuntarily transferred will be informed by the appropriate District Director of vacancies known at the time the transfer decision is made or as soon thereafter as reasonably possible. If reasonably possible, the bargaining unit member will be able to indicate a preference and will be permitted to visit the receiving Principal prior to the transfer.

### **E. Teacher Assignment Changes**

Bargaining unit members who are asked by the District to change teaching assignments or grade level may request to be provided up to three (3) days of additional pay and/or up to three (3) days of substitute time

if needed to prepare. The bargaining unit member shall work collaboratively with the building principal, or the principal's designee, to develop the work plan (number of days and how they are to be used).

Bargaining unit members required to pack classrooms for periods of construction and moving will be paid the miscellaneous rate of pay for up to eight (8) hours of packing and eight (8) hours of unpacking.

**F. Return from Administrative Assignment**

Any bargaining unit member who is transferred to an administrative or executive position outside the bargaining unit and who returns within one (1) year to bargaining unit member status will retain all benefits and salary schedule placement.

## **Article 8 Layoff and Recall**

### **A. Definitions**

1. **Seniority:** Seniority shall be defined as the bargaining unit member's total length of continuous service in the District as a TSPC or non-TSPC licensed employee. Seniority will be computed and accrue from the bargaining unit member's first day of actual service in a bargaining unit position and shall continue to accrue during approved leaves of absence. In case two or more employees have the same date of employment with this District, the tie will be resolved by drawing lots. The District and the Association will draw lots. Exceptions to the described calculation of seniority will be by agreement between the District and bargaining unit on a case-by-case basis.
2. **Competence:** Shall be defined as those employees determined through the evaluation process to be both deficient in ability to teach a subject or grade level, or provide services based on recent teaching experience, and who have failed to demonstrate satisfactory improvement in accordance with the Evaluation Procedure's criteria for Program of Assistance for Improvement.
3. **Unit:** A unit description for layoff purposes only shall be District-wide as follows:
  - a. A grade level: Elementary K-6, secondary 7-12, or K-12.
  - b. Specific license within the levels as required for the position.
4. **Layoff:** Layoff will occur when the number of employees in a unit, less the number of resignations and retirements, exceeds the number of positions approved by the District for that unit.

### **B. Layoff Notice**

If the District is contemplating a layoff of any members of the bargaining unit, it will notify the Association as soon as the need for such a reduction is determined by Board resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss and receive input regarding the layoff from the Association.

### **C. Seniority List to Association**

Following adoption of a Board resolution determining a need for layoff, the Superintendent or designee will provide the Association with a list showing the seniority, as defined in this Article, of each bargaining unit member.

### **D. Order of Retention**

1. If the District determines that a layoff is necessary, then it will determine the employees to be retained in the following order:
  - a. Whether the employee(s) to be retained hold the proper license to fill the remaining position(s).
  - b. The seniority of the employee(s) to be retained, and
  - c. The competence of an employee being retained if the Board desires to lay off another employee with greater seniority.

### **E. Order of Layoff**

1. Retired employees, who are contracting out their services to the District, will have no rights under Article 8, and will be terminated first should a reduction in staff be necessary, unless no current bargaining unit members possess the correct licensure. In accordance with the layoff process described below: after positions filled with contracted-back retirees have been vacated, temporary unit members will be laid off first, unit members that don't have full licensure as described below second, and then those in accordance with Article 8.D.1. last.
2. Employees who do not have full licensure as defined by Teacher Standards and Practices Commission, (for example, Emergency or Restricted licensure) will be laid off first should a reduction in staff be necessary unless no bargaining unit members possess the correct licensure.
3. After E. above, layoff shall be accomplished by notifying in writing the employees to be laid off. The notice shall state that the action constitutes a non-personal layoff from employment. It shall state the

effective date of such layoff, describe the bargaining unit member's fringe benefits which may exist during a time following the layoff, and shall guarantee that upon recall as outlined below, the bargaining unit member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Association.

**F. Layoff Pool**

Persons notified in Section B and D above will be placed in a layoff pool which shall exist throughout the period of recall as defined below. Those persons in the layoff pool may replace a bargaining unit member in any unit at the time of placement in the pool within the District who has less seniority, provided at the time of entry into the pool they are qualified by their license to hold such position. There can be no combining a position for which the employee is qualified with a position for which the employee is not qualified. Persons replaced as a result of this layoff pool shall be notified as provided in Section D above and shall have rights as granted herein.

**G. Recall Procedure**

1. If within twenty-seven (27) months of layoff, a vacancy or vacancies occur within the District, laid off employees shall be recalled in the inverse order of layoff to fill such vacancies for which they are qualified.
2. At the time of layoff, the District shall provide the laid-off bargaining unit members the opportunity to express in writing their desire to return to the District. The bargaining unit member will provide the District with the address to which recall notices should be sent at the time of layoff. In the event of a recall, the District shall notify a bargaining unit member who has expressed a desire to return to the District of the recall by certified return receipt letter sent to the last address given by the bargaining unit member to the District Office. The bargaining unit member shall have sixteen (16) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is earlier, to notify the District of intent to return. The bargaining unit member must thereafter report on the starting date specified by the District, providing that this will not be less than twenty-one (21) calendar days from the date the notice of recall was received or lose all recall rights. In the event the employee has accepted a teaching position in another district, they shall have sixty-seven (67) calendar days to report to work.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule. An employee will not receive increment credit for the time spent on layoff unless the employee was employed by an accredited school district as a licensed employee for a period of time equal to a majority of the District's work-year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
4. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier and in accordance with the law.
5. Employees covered by this Article will be given consideration for substitute work for which they are qualified; substitute work will not affect recall rights.

**H. Appeal**

Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole records; or

4. Improperly construed the applicable law.

**I. District Wide Closure**

In the case of a District-wide closure for budgetary reasons, those bargaining unit members released will be offered the opportunity to return to their previous positions, if they still exist, when schools reopen. Bargaining unit members whose positions have been eliminated due to budgetary/program changes relative to school closure will be subject to the layoff and recall procedures specified above.



## **Article 9 School Calendar and Work Year**

### **A. School Calendar**

1. The District shall set the annual school calendar. It shall show the days of required attendance, all scheduled holidays, and the starting and completion dates for the school year. It may exceed the Oregon Board of Education's Standards.
2. The Superintendent, or designee, will consult with the Association President, or their designee, before presenting the calendar to the District for adoption. At its request, the Association will be allowed to express its opinion to the District regarding the school calendar prior to the District's adoption of the school calendar. Once the calendar adopted by the MSD Board of Directors, the end date shall not change unless mutually agreed to by both Parties. It is understood that the published calendar is provided so that employees can plan accordingly.
3. It is understood that the District Board is not precluded from revising the calendar in the event of a situation which may require calendar change or extension. In the event of a situation which requires closing one (1) or more schools, the school year may be altered or extended to compensate for the number of days lost, at the discretion of the District, with no additional pay in excess of the bargaining unit member's yearly contracted salary. The Superintendent, or his/her designee, will consult with the Association President, or his/her designee, before re-scheduling any canceled days. At its request, the Association will be allowed to express its opinion to the Board prior to re-scheduling canceled days.

### **B. School Work Year**

1. The schoolwork year and base contract for bargaining unit members shall be within the confines of the school calendar and shall be one hundred ninety (190) days, including not more than one hundred seventy-seven (177) days when pupils are in attendance. Days may be added to the District calendar at a per diem rate. The District will assure the agreed COLA in Article 11.A. for the selected year is added prior to adding the days. It is agreed that if the contract expires the status quo for the calendar will remain one hundred ninety (190) days, unless a separate Memorandum of Agreement exists.
2. The one hundred ninety (190) contract days will include the following seven (7) paid holidays: Labor Day; Veteran's Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; and Memorial Day.
3. The normal employee work week is forty (40) hours including a daily duty-free lunch period of at least thirty (30) minutes. It is expected that licensed staff shall be present at school to fulfill the necessary professional obligations each day, including student conferences, preparations for classes, curriculum improvement, staff and in-service meetings, parent conference, and related items. The Principal and bargaining unit members shall cooperatively determine working hours to accomplish these items. However, the parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the workday and the work week within the forty-hour-per-week time frame. Bargaining unit members who are requested by the District to work beyond forty (40) hours in any week shall be given compensatory time off for minutes worked in accordance with Article 16 (Compensatory Time).
4. The District shall provide one (1) full day at the end of each quarter for grading and prep. No in-service activities will be scheduled by the District for that day. In addition, the District shall provide one half ½ day for grading/planning at each mid-quarter.
5. The District will provide one (1) full uninterrupted in-service day and one (1) half (3.75 hours) uninterrupted in-service day. The District will also provide one half day (3.75 hours) for District mandated training. These days will occur prior to the beginning of the school year for bargaining unit members to work in their classrooms. Members will have until October 30<sup>th</sup> to complete said training, unless the law requires otherwise.

### **C. Attendance**

Bargaining unit member attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency. The District retains the right to reschedule days lost to inclement

weather or school closures if student contact time falls below the state required minutes. Days restored will be in kind with days lost (e.g. student contact day for student contact day).

**D. Parent Teacher Conferences**

1. The District may flex one parent/teacher conference day to create an 11:00 a.m. – 7:00 p.m. schedule each school year to accommodate parents.
2. If the conference day exceeds 8 hours in length, or is a split schedule, the day will count as an “after-hours” event as noted in the contract. (For example: schools may not schedule 8:00 a.m. – noon and then return to work from 4:00 p.m. – 8:00 p.m.
3. Parent/teacher conferences held during the evening shall not count as evening events as described in Article 12 Section B.2. Uncompensated After-Hours Professional Responsibilities, as long as it is scheduled within eight (8) hours.
4. Teachers will be responsible for creating a conference schedule within the parameters of this language. Teachers will have discretion over the scheduling of parents for conferences within the guidelines established by the District.

## **Article 10 Leaves of Absence**

Both the District and Association recognize there are times when bargaining unit members are unable to come to work. While those instances are rare, below are leaves available to bargaining unit members.

### **A. Paid Leaves of Absence**

#### **1. Sick Leave**

Members of the bargaining unit who are absent because of personal illness or injury shall receive compensation during such absence in accordance with the provisions and reservations pertaining to sick leave allowances. Sick leave includes family illness after three (3) days and bereavement leave after two (2) days as hereinafter defined.

- a. Bargaining unit members shall be granted three (3) days leave during each school year with pay in the case of the illness of a relative.
- b. All sick leaves allocated under ORS 653.601 and ORS 332.507 will run concurrently.
- c. The District shall grant each employee at least ten (10) days sick leave at full pay for each school year, or one day per month employed, whichever is greater. Sick leave shall be frontloaded at the beginning of the work year. Unused sick leave shall accumulate without limit.
- d. Sick leave may be taken for your own illness, injury, or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury, or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc.
- e. Sick leave may be taken to care for a covered family member's illness, injury, or health condition, including the need for medical diagnosis, care, or treatment of the family member. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Covered family members include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, parent of your Oregon registered same-sex domestic partner, grandparent, or grandchild.
- f. Public health emergency – Sick or other leave may be taken due to the closer of your business or of your child's school or care provider due to a public health emergency; decision by a public health official or health care provider that the presence of you or your covered family member in the community would jeopardize the health of others; or when a law or regulation requires us to exclude you from the workplace for health reasons.
- g. At the District's request, sick leave in excess of five (5) consecutive workdays may require certification of the bargaining unit member's attending physician or practitioner that the illness or injury prevents the bargaining unit member from working. This only applies for FMLA/OFLA qualifying medical conditions. If the employee did not need to seek medical care, but seeks it at the District's request, the District will pay any out-of-pocket cost not covered by insurance or another benefit plan.
- h. Oregon Family Leave Act (OFLA)/Family Medical Leave Act (FMLA)  
Sick leave may be taken for any reason covered by the OFLA and/or FMLA. This includes your own serious health condition (but not workers' compensation leave, unless you refuse a suitable offer of modified duty); a covered family member's serious health condition; parent leave (care for your newborn, recently adopted or newly place foster child within twelve (12) months of the date of birth or placement); "sick child" leave (under 18 or adult disabled dependent child who has an illness, injury or condition that is not a serious health condition but requires home care); or bereavement leave.
- i. Domestic violence, harassment, sexual assault, or stalking

Time off will be granted, upon request using sick or other leave to address a situation in which you, your child (under 18 or adult disabled dependent), or someone for who you are a guardian is the victim of domestic violence, harassment that is criminal under Oregon state law, sexual assault, or

stalking.

- j. Advancement on the salary schedule will be allowed if ninety-six (96) days or more are worked in the school year. Employees, who take the above referenced leaves under state and federal leave laws, shall have their insurance benefits paid by the District while on leave. Employees will still be responsible for paying out of pocket insurance contributions or other expenses not paid by the District.
- k. If both parents are bargaining unit members, the above provisions shall be available to each parent, but leaves may only be taken simultaneously with prior approval of the District.

## 2. **Injury on Duty**

When an employee is injured while performing his/her job duties and qualifies for Worker's Compensation benefits, the employee may

- a. Elect to receive only Worker's Compensation benefits and not use any of their accumulated sick leave; or
- b. Elect to receive Worker's Compensation benefits and use their accumulated sick leave to make up the difference between the amount of Workers' Compensation benefits received and their normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted at which time the employee will be eligible to receive only Worker's Compensation benefits, if any remain available.

Example: If an employee normally earns \$70 per day, and they receive \$50 per day in benefits, they may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Worker's Compensation benefits terminate.

## 3. **Bereavement Leave**

- a. Bereavement leave is intended to be used for grieving, estate matters, funerals, and memorials. Employee must take or schedule the time within sixty (60) days of the date on which the eligible employee receives notice of death of a covered family member.
- b. Each bargaining unit member who is absent because of a death of a relative or close associate shall be permitted three (3) consecutive days without loss of pay or in the event of the death of a parent, spouse or child, five (5) consecutive days without loss of pay. Any leave taken in excess of three (3) days shall be charged first to personal leave and then to family illness. Bereavement leave shall not accumulate.
- c. Permission to attend local funerals may be granted if satisfactory arrangements for carrying on the bargaining unit member's work can be made by the Principal.
- d. In addition, the District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. These ten (10) days will be in addition to the above paid bereavement days. (ORS.659A159)
- e. The definition of "family members" under the Oregon Family Leave Act (OFLA) may be different than the definition of 'relative or close associate' under this section. The additional unpaid leave provided under OFLA will only apply for family members defined under the law.

## 4. **Personal Leave**

- a. Any regular member of the bargaining unit shall have three (3) days of paid personal leave each school year to care for matters of a personal or business nature (e.g., religious holidays, personal matters, court appearances, emergency conditions). When possible, five (5) days advanced notice for leave shall be given through the District's timekeeping system. When personal leave is needed because of emergency situations, the supervisor will be notified as soon as possible. Personal leave does not accumulate.
- b. Newly hired permanent employees will receive personal leave days on a prorated basis depending on their date of hire within the current school year. Employees hired between July 1 and November

30 will receive three (3) personal days; those employees hired December 1 but before March 15 will receive two (2) days, and those employees hired March 16 through June 30 will receive one (1) day. Each employee receiving prorated personal days during this period will be granted the entire (3) days of personal leave for all subsequent years of hire.

5. **Jury Duty and Required Court Appearances**

District bargaining unit members are subject to jury duty and answering lawfully issued and served subpoenas the same as other citizens. Any bargaining unit member of the District who is required to serve on jury duty or who is subpoenaed shall receive his/her regular salary during the time he or she is officially attending to such legal matters. When, in the judgment of the bargaining unit member, absence from the position may cause hardship to the students, a bargaining unit member's request for exemption may be made to the responsible court officials.

6. **Sabbatical Leave**

Bargaining unit members shall notify the District in writing prior to March 15 of their intent to return to the District. Sabbatical leave has the following objective: To improve the educational offerings to students of the District by making it possible for selected bargaining unit members to participate in advance study. The following shall apply to the determination and administration of sabbatical leave.

- a. A Sabbatical Board shall be appointed by the District to pass on all applications. This Board may recommend the individuals who meet the basic criteria for sabbatical leave and present them for approval to the District Board of Education in order of seniority. (The bargaining unit member with the greatest seniority and meeting the criteria of the leave policy will be listed first. These bargaining unit members shall be listed in descending order.)
- b. The School Board may approve or deny these recommendations.
- c. A bargaining unit member with seven (7) continuous years of service in the District may, upon recommendation of the Sabbatical Leave Committee, be granted a leave of absence for approved study not to exceed one (1) year but for no less than one (1) semester unless otherwise agreed between the District and the Association. After a person has completed a sabbatical, they are not eligible for another sabbatical until he/she has completed another seven (7) continuous years of service with the District. The repayment shall be pro-rated based on the 3-1 formula for time taken for less than one (1) year (i.e., one (1) semester of sabbatical requires three (3) semesters of repayment).
- d. A bargaining unit member of the staff on sabbatical leave shall receive a salary equal to one-half the base salary to which that bargaining unit member would be entitled for the ensuing school year. Payment shall be made on the regular school calendar basis with all regular deductions required by law. The individual on sabbatical leave shall continue to earn sick leave benefits on the same basis as if they were continuing to perform service in the District. There will be no tuition reimbursement for sabbatical leave. Upon return, a position fitting the bargaining unit member's qualifications will be available.
- e. Requests for sabbatical leave shall be made before the first Monday following the first day of December of the school year previous to the school year for which the leave is requested.
- f. Prior to taking the leave, the bargaining unit member shall enter into a contract to return to active service in the District for a period of three (3) years after the expiration of such leave. A bargaining unit member who does not abide by this agreement shall repay to the District a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the three (3) subsequent years bears to the full three (3) years, provided however, that the bargaining unit member shall be released from such payment if the failure to fulfill the three-year provision is due to his/her illness, disability, or death, or if the bargaining unit member be discharged by the Board of Education.

- g. The number of bargaining unit members on leave for study shall not exceed one (1) person per 100 bargaining unit members.

**B. Unpaid Leaves of Absence**

**1. Professional Leave**

The District may grant a leave of absence for not more than one (1) year to licensed bargaining unit members for service under recognized fellowships or foundations, approved by the State Board of Education for research, teaching, or lecturing. Such leave of absence from the service of the District shall not be deemed a break in the continuity of service. The bargaining unit member shall continue to receive full fringe benefits. Bargaining unit members granted such leaves shall return to the District for at least one (1) year or shall reimburse the District for all fringe benefit costs incurred during the leave.

**2. Health Leave**

A bargaining unit member may be granted an extended leave of absence without pay for purposes of health, rest, and recuperation until June 30 of the current year. A medical certification will be required following the last day of leave under state and federal leave laws and must be approved by the Superintendent or the Superintendent's designee. No advancement on the salary schedule will be given for leaves taken under this category. Upon return, a position fitting the bargaining unit member's qualifications will be available.

**3. Military Leave**

The District will comply with all state and federal laws regarding military leave.

**4. Other Unpaid Leave of Absence**

- a. Any bargaining unit member who has completed probation may be granted, at the discretion of the District, leave of absence without pay, not exceeding one (1) school year, for personal reasons. No advancement on the salary schedule will be given for leaves taken under this category. Upon return, a position fitting the bargaining unit member's qualifications will be available. The number of bargaining unit members on leave under this category shall not exceed one (1) person per one hundred (100) bargaining unit members. Denial of a leave request under this paragraph is not subject to grievance.
- b. As a specific condition for the grant of an unpaid leave, it is acknowledged and agreed that any leave granted is at the bargaining unit member's request; that such leaves are allowed for a fixed period and that during such period the employment is continued. Any bargaining unit member causing the District to incur any cost or expense in the allowance or extension of any such leave agrees to indemnify the District for any such cost or expense.

**5. Exchange Teachers**

Teacher exchanges with other Districts in the United States or with English-speaking teachers from foreign countries may be authorized. Bargaining unit members granted such exchange privileges are expected to return to the service of the District after one (1) year of exchange and serve in the District for at least two (2) years. Arrangements are to be made on an individual basis by the administration with the approval of the Board.

**6. Other Unpaid Leaves**

The District may allow bargaining unit members to attend job related seminars, conferences, and classes if said bargaining unit members reimburse the District for the cost of employing a substitute needed to replace them. This leave is completely at the discretion of the District and is not subject to grievance. This leave will not be granted for vacation or where other leaves apply.

**7. Dock Leave**

The District will maintain the 2017-18 practice regarding granting and utilizing dock leave.

**8. Notification of Intent to Return from Leave**

Bargaining unit members shall notify the District in writing prior to March 15 of their intent to return to the District for the following school year.

The employee shall be notified in writing prior to the leave beginning of the requirement to provide notice to return. When no notice is provided by the employee of the intention to return, the District will vacate the position.

**C. Reinstatement from Leave**

Any bargaining unit member on Sabbatical Leave, Sick Leave, Family Leave, Maternity Leave and Child Care Leave, Professional Leave, Exchange Teacher Leave, Personal Leave, Jury Duty, or Military Leave will be entitled to reinstatement on the same basis as if he or she had not been on leave.

**D. Sick Leave Bank**

Twice a year, no later than October 1 and January 30, the MEA 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.

Bargaining Unit Members may donate up to two (2) sick days per year; however, the sick leave bank shall not exceed the total number of FTE for that 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 already used up all of their own sick and personal leave. The MEA will have sole discretion in designing other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.

The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgments 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.

## **Article 11 Basic Compensation**

### **A. Salary Determination**

#### **1. 2019-2023**

The District agrees to the following increases on the base salary schedule in addition to the experience and education steps already awarded.

2019-2020 2.5% (two and a half percent) COLA

2020-2021 2.5% (two and a half percent) COLA

2021-2022 2.5% (two and a half percent) COLA

2022-2023 2.5% (two and a half percent) COLA

The Licensed Teacher salary schedules are attached as Appendix A 1-4.

### **B. Specialist (Occupational Therapists, Psychologists, Speech Language Pathologist, School Nurses, Autism Evaluator) Salary Determination**

The Licensed Specialist Schedule is referenced in Appendix B 1-4. Any increases to the Licensed Teacher salary schedule will be applied to the licensed Specialist salary schedule.

### **C. Payroll Periods**

1. Bargaining unit members will be paid on a twelve-month basis and by the month or as stated on the bargaining unit member's contract. Payment shall be by any method approved by Oregon law.

Salaries and wages shall be paid by the 20th day of each month except as hereinafter provided. Bargaining unit members employed as of July 1 shall be paid for the ensuing school year in twelve (12) equal payments. Bargaining unit members who serve less than a full school year shall receive a salary only in the amount that bears the same ratio to the established annual salary for the position as the time served bears to the contract term. Bargaining unit members resigning may be paid the full amount due them at the time of resignation. Bargaining unit members legally released by the Board from their contract will be paid upon demand the full amount due them within ten (10) days after release.

2. Pay Option: Each bargaining unit member has the option of receiving their June, July, and August paychecks on June 20. Election to do so must be in writing and delivered to the District prior to May 15 of that contract year. Changes in payroll deductions for June, July, and August must be identified by May 15 as well.

### **D. Payroll Deductions**

1. Within the confines of the District's payroll system, deductions may be made for United Way, other charitable institutions, employee credit union, insurance, tax sheltered annuities, professional dues, as well as mandatory salary deductions of retirement and withholding.
2. Upon request in writing to the Human Resource office, the District will furnish an accounting of the following:
  - a. Sick leave utilized and remaining.
  - b. All other leaves utilized and remaining.
  - c. Bargaining unit members who utilize unpaid leaves prior to or following holidays and/or vacation periods will receive their holiday pay.

### **E. PERS**

1. The District will assume and pay a six percent (6%) employee contribution to the PERS for those bargaining unit members participating in the PERS for the duration of this agreement. The maximum District contribution will be six percent (6%).



**F. Salary Schedule**

1. The Salary Schedules for each of the school years covered in this contract are incorporated herein by reference.
2. Schedule indices for 2019-20 shall remain the same three-point four percent (3.4%), with the Master's Degree premium five percent (5.0%) of the base salary and the Doctorate premium ten percent (10%) of the base salary.
3. Schedule indices shall increase in 2020-21 and shall remain the same three-point five percent (3.5%) thereafter, with the Master's Degree premium five percent (5.0%) of the base salary and the Doctorate premium ten percent (10%) of the base salary.
4. Horizontal movement on the salary schedule will be awarded upon submission of official transcripts or grade reports furnished prior to October 15. Bargaining unit members moving horizontally shall be allowed unlimited vertical movement for years of experience where the salary schedule permits.
5. Vertical movement on the salary schedule at the beginning of a school year, that is, an increment based on additional experience, will be contingent upon satisfactory performance by the bargaining unit member during the previous school year, based upon evaluation standards and procedures adopted by the District. If the improvement is not made, then the increment, if any, will be withheld for the subsequent school year.
6. Vertical Placement on Schedule: The District may use prevailing District practice on crediting years of certified teaching experience when placing a new hire on the salary schedule. When considering professional experience other than teaching, the District will credit one year of vertical placement for every two years of actual professional experience.
7. The parties recognize the possibility of errors in compensation. When such errors are discovered and brought to the attention of the District, the District's liability shall be limited to 100% of the difference between the amount the bargaining unit member was actually paid and the salary amount they were entitled to receive for the three (3) years immediately preceding the discovery of the mistake and fifty percent (50%) of the difference for years prior to that up to a maximum of an additional three (3) years. Under no circumstance shall a bargaining unit member be compensated for mistakes made in compensation for more than six (6) years prior to the discovery of the mistake. Errors in which the bargaining unit member was overpaid shall be considered only for the year in which it's discovered. Repayment to the District shall be made over the remaining months of that fiscal year or by other mutual agreement.

**G. Tuition Reimbursement**

Tuition reimbursement funds amounting to ten thousand dollars (\$10,000.00) will be disbursed in a manner prescribed as follows:

1. All bargaining unit members who are contracted bargaining unit members of the District are eligible to apply for tuition reimbursement.
2. Applications for tuition reimbursement and transcripts or grade cards verifying course completion must be submitted to the personnel office on or before October 15.
3. Disbursement of funds shall be made following October 15 and no later than December 1.
4. In order to be eligible for reimbursement, the applicant must be employed by the District during the previous and current academic years.
5. Reimbursement for all courses will be granted only for those courses directly related to the applicant's assignment, unless prior approval of the administration is secured.
6. If enough monies are available, all eligible applicants shall be paid at a rate equal to the tuition fee charged by the Oregon State System of Higher Education at the time the course is taken for graduate credit for each quarter hour up to a maximum of three (3) hours.
7. Remaining monies shall be pro-rated on a per credit basis to those applicants having earned more than three (3) hours. In no instance shall reimbursement be granted for more than nine (9) hours nor shall

the rate of reimbursement exceeds the tuition fee charged by the Oregon State System of Higher Education at the time the course is taken.

8. If enough money is not available to reimburse all eligible applicants for the first three (3) hours at the above rate, the money will be pro-rated on the basis of hours, and each applicant shall be limited to a maximum of three (3) quarter hours.
9. For purposes of reimbursement, non-college courses will be assigned an appropriate equivalency of college quarter hours.
10. Reimbursement will be based on course work completed during the fall, winter, spring, and summer terms of the preceding academic year.
11. Bargaining unit members are not eligible for tuition reimbursement for D.C.E. District Continuing Education classes handled on contract basis when the person pays less than the regular tuition because of participation by the District.
12. Bargaining unit members will be eligible for reimbursement when earning credit between columns only. Bargaining unit members who move from one (1) salary column to another at the beginning of the school year are not eligible for reimbursement for the previous year's tuition.
13. The following bargaining unit members will be reimbursed for tuition costs from a separate \$10,000 per year fund for the duration of this contract:
  - a. Those possessing a Standard Teaching License, or its equivalent, who are required to take additional course work to remedy mis-assignment caused by the District's having changed the bargaining unit member's assignment.
  - b. Those licensed bargaining unit members employed by the District as of June 1, 1981, who are required to take additional course work due to a change in Teacher Standards and Practices Commission regulations affecting licensing.
14. If not enough money is available for full-time tuition reimbursement of all eligible, the money will be pro-rated equally on the basis of credit hours. Funds not expended during a contract year will revert to the District.

#### **H. Student Teacher Supervision**

Bargaining unit members asked to participate in a training experience for student teachers shall have the right to elect not to participate. Bargaining unit members who elect to participate shall receive two-thirds (2/3rds) of all compensation available from the participating college. Since compensation is paid directly by the college, compensation is not subject to the grievance procedure. Requests for receiving compensation should be directed to Human Resources.

#### **I. Mileage Rate and Travel Allowance**

##### **1. Mileage Rate**

- a. Bargaining unit members shall be reimbursed at the rate allowed by the Internal Revenue Service as a tax deduction for within-District travel related to their assignments. The same allowance shall be given for approved use of personal cars for field trips, approved conferences, approved visitations or other activities or other business of the District.
- b. In the event that more than one (1) bargaining unit member should attend the same conference or participate in the same visitation; carpools shall be mandatory and only the person furnishing the vehicle will be entitled to mileage reimbursement.

##### **2. Other Travel Allowances**

When attending District-required conferences or visitations, breakfast, lunch, dinner, and lodging shall be paid at a rate to be determined by the District.

**J. Compensatory Time**

1. Participation
  - a. Bargaining unit members who cover another bargaining unit member's class, during their preparation period or who lose scheduled specialist preparation time during the student contact day shall accrue compensatory time.
  - b. Comp time may not be earned while covering a class during an assigned teaching time or when losing specialist time due to teacher scheduled activities.
2. Accrual: Compensatory time will accrue as follows:
  - a. For each minute spent covering a class, a bargaining unit member will receive a minute of compensatory time, and accrual shall be unlimited.
3. Usage: Bargaining unit members may use their accrued comp time as follows:
  - a. for every three (3) hours of compensatory time accrued, the teacher may take one half (1/2) day of paid leave.
  - b. leave taken under this provision shall be in increments of no less than one half (1/2) days.
  - c. Compensatory time shall be taken by the end of the school year following the year in which it was accrued.
  - d. Any request for comp time spanning a predetermined holiday (i.e. Christmas, Thanksgiving, Martin Luther King, etc.) must be approved by the building Principal at least one week prior (except in emergency) to taking leave.
4. Accounting:
  - a. Each building will keep an accounting of accrued and used compensatory time.
  - b. Bargaining unit members may ask for an individual accounting of their accrued compensatory time.

**K. Reimbursement for Unused Personal Leave**

Bargaining Unit Members who do not use all of their personal days shall be reimbursed at the following rates:

Unused Personal Days	Reimbursement
3.0	\$300
2.5	\$200
2.0	\$150
1.5	\$90
1.0	\$50

Reimbursements shall be included in the June paycheck or in the employee's last salaried check with the District.

**L. Supervisory Nurses/Nurses**

1. Provisions will be made for supervisory time allotment equal to seven and one-half (7.5) hours per week for the appointed supervisory nurse.
2. All nurses will work one (1) week extended contract.

## **Article 12 Working Conditions During School Days**

### **A. Definitions**

1. **Preparation Time** is teacher driven time used for such activities to plan lessons, class clean up, grade student work, answering e-mails, data input, etc. Efforts shall be made at each building to protect the preparation time. Because other professional responsibilities exist (e.g. student staffing, observation, and evaluation conferences), if time outside of scheduled preparation time is not available for these professional responsibilities, teachers and administration will collaborate on a mutually agreeable time with a clear purpose and time frame.
2. **Professional Learning Community (PLC):** Time for collaboration amongst teachers regarding student data and instructional practices, including the principles of the DuFour PLC Model which include adhering to the four questions, being teacher driven, and being data informed. While the time is teacher driven, administrators will provide support to PLCs as needed.
3. **Grading Time** is teacher driven to produce mid-quarter progress reports and quarterly grades.
4. **Primary Classroom Teacher** is the regular classroom teacher at the elementary level who provides core content to students.
5. **Professional Responsibilities:** Teachers have professional responsibilities outside of the student contact day, within the workday, that may include SLT, RTI, and IEP meetings, as well as professional growth and other professional conversations.

### **B. Working Conditions at School Buildings**

1. **Staff Meetings**  
The school administrator will schedule no more than two (2) staff meetings per month for all staff except for emergency meetings dealing with health and safety issues and meeting with individual teachers. No voluntary or optional meetings for all staff will be scheduled by the school administration. Staff meetings will end no less than fifteen (15) minutes prior to instruction for students beginning. In the event the school schedule does not allow for the fifteen (15) minutes prior to instruction, staff meetings will end no less than ten (10) minutes prior to instruction.
2. **Uncompensated After-Hours Professional Responsibilities**  
The District recognizes that teachers attend many after-school events in support of students; however, the District will not require full-time bargaining unit members to attend more than four (4) after-hours duties, not lasting longer than three hours each (excluding graduation), unless the teacher volunteers, per year. It is further understood that for high school staff members, high school graduation is required and is one of those four events. With exception to graduation, these events will occur on contract days. If a member volunteers for an event on a non-contract day, it will count as two evening events. The number of after-hours duties that part-time employees are required to attend will be pro-rated accordingly.

### **C. Working Conditions in the Classroom**

1. **Consideration in Assigning Students**
  - a. When the initial classroom assignments are made, students shall be distributed equitably to the greatest extent possible (e.g. IEP, 504, ELL, TAG, behavior, gender, etc.) among classrooms at that grade level or subject area. Students may be clustered for the purpose of instruction as needed to maximize student learning and assignment of staffing. If a Bargaining Unit Member determines the need for more support based on either social emotional concerns or academic need then the team can request additional support from building administration. If the building administration is unable to provide support, they can request additional support from the District.
  - b. After initial classroom placements are made, the Principal and Grade Level Team (including relevant service providers) will collaborate to problem solve prior to changes being made.
  - c. If a student is moved from a classroom and assigned to another teacher, the teacher will be informed of the situation and notified of the change.

- d. When assigning students to non-standard classrooms, consideration will be given to the number of workstations in the room (e.g., Home Ec, shop classes, Computers) in order to maintain safety and learning opportunities.

**2. Secondary Class Loads**

- a. For secondary bargaining unit members, class load should be limited to one hundred eighty (180) student contacts (excluding P.E. and music classes). If a secondary bargaining unit member's load exceeds one hundred eighty (180), the member, and the administrator will meet through a problem-solving process to create a concrete plan to relieve the workload. Notice of resolution will be sent to the Association building representative. Teachers can volunteer in writing for students above that for the sake of their program.

**3. Combination Classes**

Prior to the District determining that combination classes are necessary to balance class sizes or for subject areas at the secondary level, the District will:

- a. Request teacher volunteers for the class;
- b. Work collaboratively with the grade-level teams in placing students;
- c. Consider the nature of students to be placed in the class including ability ranges and behaviors;
- d. Provide smaller class sizes than single grade level classes;
- e. Assign new students to single grade level classrooms after all classes are established in the building, unless the enrollment difference between a combination classroom and all same-grade, single-grade classes is two (2) students; then the next new student may be assigned to the combination classroom;
- f. Add educational support time per the Association/District committee recommendations;
- g. Consult with the teacher to determine the appropriate model of instruction (e.g., split, blend) for the success of the class;
- h. If possible, not assign new to the profession teachers to teach a combination classroom;
- i. No member shall be required to teach a combination class two years in a row; and
- j. In addition to their regular pay, any teacher assigned to teach an elementary combination class will receive a stipend equal to 5.86% of the MSD Base Salary Schedule, for the year, to be paid in twelve (12) equal increments.

**D. Preparation Time**

**1. Secondary and Departmentalized Middle Schools**

Preparation times shall be one (1) full length class period per day. The prep period shall be equal in length to the longest period of that day.

- a. An individual high school site may have a maximum of nine (9) exceptions (days) of modified schedule affecting preparation time per year for the following: Final Exams, senior boards, and PSAT.
- b. At the Middle School level each site may have a maximum of two (2) days of schedule affecting preparation time per year for orientation.
- c. During those weeks that are affected by the above modified schedules(s) the District will ensure a minimum 90% of what is normally assigned preparation time.

**2. Elementary Schools**

- a. Elementary bargaining unit members shall have no less than four (4) periods of forty (40) consecutive minutes of preparation time throughout the school week with no less than a total of three hundred (300) minutes based on a five (5) day week. The 40-minute blocks of time shall occur during the student school day once per day unless the Bargaining Unit Member agrees

otherwise. In addition, bargaining unit members shall have sixty (60) minutes on early release Wednesdays except for the four (4) Wednesdays set aside for District-scheduled in-services and meetings. Principals will not schedule staff meetings during these weeks. This does not apply to regularly scheduled meetings for Title, ELD, SPED, and other teachers not assigned to a primary classroom setting. Unscheduled Wednesday early release time will be used for teacher preparation.

- b. An elementary bargaining unit member will receive preparation time whenever their students are assigned to a specials teacher and will not be required to supervise students during specials. In the event preparation time is lost due to the scheduling of activities (e.g. field trips, assemblies, track meets, etc.) the affected teacher will have their choice between accrual of compensatory time or the preparation time restored within one (1) week of losing the preparation time. Each building will develop a plan to deal with student discipline problems so that teacher preparation time is not affected, and students are not returned to the classroom teacher from their specials.
3. **Other**  
All Bargaining Unit Members not receiving preparation time as specified above shall be provided preparation time or comparable schedules suitable to the Association and District.
4. **Past Practice**  
Any established past practice that violates the contract and/or negatively impacts preparation time as described in the contract shall be considered null and void, and the parties agree to follow the contract.

**E. Professional Learning Community (PLC)**

Bargaining unit members shall have a minimum of sixty (60) minutes of Professional Learning Community time each Wednesday, to be used at the discretion of each PLC team, except in weeks in which protected mid-quarter grading time and/or School Improvement Meetings (SIP) are scheduled.

**F. Instructional Hours**

1. **Instructional Day**  
The regular instructional day for bargaining unit members shall not exceed 1,500 minutes per week for grades 6-12. Grades 4-5 shall not exceed 1,650 minutes per week (less available specials time). Grades K-3 shall not exceed 1,500 minutes per week (less available specials time). Until middle schools move to a 6-8 model, those 6<sup>th</sup> grade classes at the elementary level will meet the 1,650-minute threshold.
2. **Duties**  
Bargaining unit members at grades K-12 shall not be assigned duties (e.g., recess, bus, playground).
3. **Secondary Instructional Periods**  
At the discretion of the District, bargaining unit members of grades 6-12 may be assigned five (5) or six (6) instructional periods. Bargaining unit members assigned six (6) instructional periods shall not be assigned a duty period. Six (6) period teaching assignments will be rotated among the staff.
4. **Secondary Class Preps**  
Bargaining unit members with more than three (3) different class preps will receive one (1) additional preparation period in place of a duty period. Combination classes of the same subject shall count as one (1) preparation. Honors classes will be considered as separate preps.
5. **Travel and Planning Time**  
Itinerant staff working in more than one (1) building shall receive reasonable travel and planning time that takes break-down time, travel time, parking time, and set-up time into account. The District and Association will work collaboratively to determine the amount of travel time needed.

**G. Drug Testing of Bargaining Unit Members**

Whenever District officials have reasonable suspicion that a bargaining unit member is under the influence of drugs or alcohol while at work or while at any school District activity, the District may immediately request that the employee submit to testing designed to determine whether the employee

is, in fact, under the influence of drugs or alcohol in violation of policy, rule, or law. In requesting the testing, the District will make every reasonable effort to protect the privacy and confidentiality of the bargaining unit member being tested.

**H. Electronic Surveillance**

The primary purpose of electronic surveillance is to ensure the health, welfare and safety of all employees, students, and visitors to District property, and to safeguard District facilities and equipment. Video cameras and other electronic surveillance equipment may be used in common areas as deemed appropriate.

**I. Health and Safety**

The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

**J. Student Behavior Process**

1. The primary responsibility for student conduct rests with the bargaining unit member(s) responsible for the activity in which the student is involved.
2. When, in the judgment of the bargaining unit member, a student's behavior poses a threat to the health, safety or welfare of others (e.g. other students, staff members, or the student themselves) the bargaining unit member will notify a building administrator as soon as possible of the unsafe behavior and follow the building-level student referral process. When the student(s) can do so successfully, the student(s) will be returned to the regular schedule of class, with support to re-enter. At the request of the teacher, the building administrator will meet to discuss impacts of the student behavior; and if needed, schedule a meeting with the parents or guardians if one has not already occurred.
3. Nothing herein shall be deemed to be inconsistent with District initiatives such as Restorative Justice, Trauma-Informed, Positive Discipline, or Collaborative Problem-Solving practices; or permit non-compliance with the IDEA reauthorization and its regulations.

**K. Special Education**

1. Support
  - a. Self-Contained Classrooms
    - i. Each self-contained special education classroom will have at least one dedicated and trained eight-hour assistant. Additional trained assistants will be provided when student caseload exceeds 12 students.
  - b. Resource Classrooms
    - i. Elementary and middle school resource case manager with caseloads of thirty (30) or fewer students will have one dedicated and trained seven-hour assistant.
    - ii. Elementary school resource classes with caseloads of 60+ students will have an additional trained seven-hour (7) assistant. Middle school resource caseloads that total 90+ will have an additional seven-hour (7) assistant.
    - iii. Elementary and middle school resource classes with caseloads of 46+ students will be offered either an additional certified FTE that is then subject to i & ii or an additional seven (7) hour assistant. The case manager who is affected can give input on preference and administration will take that into account when making the decision. The caseloads will be balanced as per Article 12 Section C.1.a
    - iv. High school resource teachers will have one dedicated and trained seven-hour (7) assistant each.
    - v. Resource case management duties will be limited to 30 at the elementary and secondary level. IEP writing and meeting facilitation duties in excess of the limits will be assigned to a TOSA.
  - c. In addition to contractually provided preparation days and time, special education members may request up to four (4) days of release time, per year, for paperwork, writing IEPs, scheduling IEP-

- related meetings, or other related reasons as approved by the Special Education representative.
- d. Any 1st year teacher will be provided direct coaching by the special education department for the first 25% of their caseload for paperwork management support.
2. Non-Teacher Caseloads
    - a. Caseloads of Special Education and Student Services staff who are not classroom teachers (e.g., evaluation team, OTs, SLPs, and TOSA's) will be distributed to ensure equity among staff through collaboration with staff and administration. It will be developed based on student needs and staff will be consulted prior to final assignments.
      - i. Speech Language Pathologists (SLP's)
        - SLP caseloads will take into account the total number of students that the SLP provides service to. When the total amount of service times exceed the amount of service time and prep time that the SLP has, additional support will be provided in one or more of the following ways: Classified EA time for clerical duties, an SLPA, or assigning students to another SLP or contracted SLP.
      - ii. Teachers On Special Assignment (TOSA's)
        - Workload will be distributed equitably among TOSAs.
        - The number of teachers who are first-year teachers in Special Education and teachers on Emergency License that TOSA's are supporting will be taken into account when distributing schools among TOSA's for support.
  3. Inclusion/Support of Education
    - a. The implementation of inclusion/supportive education shall be determined by IEPs for individual students and not on a per building basis. If a general education teacher identifies a need for more support, then a representative of the District and Association will meet to work towards a solution.
    - b. Students may be clustered for the purpose of providing specially designed instruction in a content area according to the goals and service time on the IEP. The clustering of students per the IEP is an IEP team decision. In this case, Special Education staff will be provided.
    - c. Students clustered outside of specially designed instruction (e.g., elective classes) will be supported by Special Education staff.
    - d. If there is a point where the number of students on an IEP in a cluster exceeds the ability of either the General Education staff or Special Education staff to maintain safety of all students or provide appropriately differentiated instruction, a request will be made to building administration for additional support. This request can be made at any time per the bargaining unit member's discretion. If the building is unable to provide support from current building staff, the building administration will request additional support from the Special Education Department. The final decision for level of support will be the SpEd Department Administration.
  4. Preparation Time
    - a. Special education building case managers (e.g., Resource teachers, Self-Contained teachers, and SLPs) will be provided preparation time comparable to the general education teacher at their instructional level (as per Article XII.D.1&2) for completing special education requirements such as student assessment, evaluation, and paperwork.
    - b. When any teacher is asked or required to implement any of the co-teaching models within their classroom, both teachers shall be provided either at least 60 minutes of common prep time per week (in no less than 30 minute increments) or additional release time. Staff will work with the building administrator to determine if common prep time is needed, and the options for providing that (shared release time, one day a term, etc.). Time needed for release shall be determined by each building's Special Education Team in collaboration with Building Administrators and approved by a representative from the Special Education Department. Building administrators will take teacher preference into consideration, as one factor, when determining common preparation time versus shared release time.
    - c. Special education case managers (e.g., resource teachers, self-contained teachers, and SLP's) at the elementary level will be provided an additional 2 ½ hours of time per week for IEP writing and related special education paperwork requirements in no less than 30 minute blocks of time during



their work day. Special education case managers at the secondary level will receive a period in addition to their preparation period for IEP writing and related special education paperwork requirements.

5. Meetings

- a. A monthly average of three (3) days per week will be free of any required meetings, excluding IEP and Eligibility meetings. Time spent in required meetings beyond the regular workday may be flexed in cooperation with the building principal. If a teacher is scheduled to attend more than the monthly average of two (2) required meetings per week, the teacher should clarify with their principal which meetings are the highest priority for attendance in order to prioritize legally required meetings (IEP, Eligibility, Manifestation Determination).
- b. Special education staff assigned to more than one school will not be required to serve on building-level committees or attend building level staff meetings unless they are assigned as the only case manager, of any variety (e.g. SLP, Resource, Site Based) assigned in that building. To the greatest extent possible, teachers who are on Emergency or Restricted licenses shall not be assigned to more than one location.
- c. Anticipated annual IEP and three-year evaluation dates will be made accessible to all members of the IEP Team at all times.
- d. All licensed special education staff will have two extended contract days, the day before and the day after teacher contract days, to complete case management duties.
- e. Special Education Staff who receive an Extra Compensation stipend receive that stipend for coming early or staying late for IDEA meetings.

## **Article 13 Insurance Benefits**

### **A. Medical, Dental and Vision Insurance**

#### **1. Insurance Plan**

- a. The District maintains a self-insured insurance plan for all employees. If an alternate plan is made available to another bargaining group in the District, MEA will have the option to change to the other plan (see Article XVIII-B).
- b. Eligible bargaining unit members may choose to participate in the Medford School District Self-Insurance Plan (MSD-SIP) during the open enrollment periods. The District shall offer three (3) plans during the 2019-2020 school year aligned with the Oregon Educator's Benefit Board's (OEBB's) current Plans 3, 4 and 7. Beginning with the 2020-2021 school year, through the end of the term of this agreement, the District shall offer four (4) plans aligned with the Oregon Educator's Benefit Board's (OEBB's) current Plans 3, 4, 5 and 7. The District may add plans in subsequent Plan Years. A Plan Year is defined as October 1 through September 30.

#### **2. District Contribution**

The District's contribution toward the monthly contribution (or "premium") cost of medical, through the Medford School District Self-Insurance Program (MSD-SIP) dental, and vision, for employees will be as follows:

- a. The District shall pay the proportional share below toward each employee's insurance premium.
  - 2019-2020: Employee share: 10%; District share: 90%
  - 2020-2021: Employee share: 10%; District share: 90%
  - 2021-2022: Employee share: 13%; District share: 87%
  - 2022-2023: Employee share: 15%; District share: 85%

For any bargaining unit member who selects a high deductible plan with an attached Health Savings Account (HSA) for the first time, the District shall contribute a one-time \$1,600 contribution into the employee's HSA. In subsequent years the District will contribute \$600 per year into the employee's HSA. Employees may only receive the \$1,600 HSA contribution one time only, regardless of future plan selections.

For the term of the contract the District will provide a high deductible/HSA eligible plan at employees' zero dollar (\$0) monthly contribution.

- b. For employees who are .50 FTE to .99 FTE, the District's contribution shall be proportionately prorated.
- c. District contributions shall begin on the first day of the second full month of employment.
- d. The District will provide and pay the full premium cost of Long-Term Disability Insurance for all members of the bargaining unit employed 760 hours or more per year. Benefits shall be available as per terms of the Long-Term Disability Policy.

#### **3. Insurance Waiver Option**

Bargaining unit members who provide proof of insurance from another source may be allowed to withdraw from the MSD-SIP. Members who choose to withdraw shall receive a District contribution of \$200 per month. This contribution shall be deposited into the member's approved IRS Section 125 plan. Beginning October 1, 2020, members receiving the waiver contribution cannot be on the MSD-SIP through another member or in any other way receive the stipend.

### **B. Health Insurance Fund**

District and employee contributions shall be allocated to the District Health Insurance Fund. This Fund is independent of the District General Fund, separated for accounting, payment, and reporting purposes. The Health Insurance Fund shall be the sole repository of all District and employee insurance contributions and

shall pay all claims and costs associated with the operation of the MSD-SIP.

**C. Termination Benefits**

1. If a bargaining unit member's employment is terminated prior to the end of the school year, the District's contribution towards health insurance benefits shall cease as of the last day of the last month the teacher is employed.
2. If the bargaining unit member's employment is terminated between the end of the school year and the beginning of the ensuing school year, the District's contributions towards health insurance benefits shall continue through the month of August.

**D. Benefits During Leave**

For sabbatical, military (other than temporary) and unpaid leaves, insurance coverage will be extended to bargaining unit members and family at the bargaining unit member's expense, provided the MSD-SIP plan includes such extended coverages.

**E. Employees who have Dual Coverage within the District**

The District provides the following options for those members who are married or in domestic partnerships recognized by the Medford School District Self-Insurance Program to other employees of the Medford School District:

1. Both employees may select and purchase health insurance coverage as individual employees; or
2. One employee may select and purchase health insurance coverage; provide coverage to spouse or partner; as well as eligible family members; and the other spouse or partner will receive a \$200 monthly District stipend. This contribution will be deposited into the employee's approved IRS Section 125 plan.

## **Article 14 Retirement Benefits**

### **A. Retirement Eligibility**

In order to be eligible for any District retirement benefits enumerated in Section B of this article an employee

- Must have been hired prior to July 1, 2006, and
  - Have completed a minimum of fifteen (15) years' service with the District (or ten (10) years at the top of the salary schedule), and
  - Attained the age of fifty-seven (57), but not reached Medicare eligibility.
- Or
- Attained thirty (30) years' creditable service with PERS for general service or twenty-five (25) years' credible service for Police and Fire, but not reached Medicare eligibility.

### **B. Retirement Benefits**

#### **1. Retirement Benefit 1**

- a. If an employee meets the eligibility criteria itemized in A above, and retires no later than June 30, 2014, the employee shall be eligible for up to eight (8) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less. An employee retiring under this option may opt for Retirement Benefit 2 (B.2). The District's contribution toward the insurance premium cost will be the same as its contribution for active employees.
- b. Employees eligible to retire under option B.1. who choose to wait to retire until after June 30, 2014 may choose medical insurance coverage as described below or Retirement Benefit 2 (B.2.). The District's contribution toward the insurance premium cost will be the same as its contribution for active employees.
  - i. Retire between July 1, 2020 and June 30, 2021 – Up to one (1) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less.

#### **2. Retirement Benefit 2**

If an employee meets the eligibility criteria itemized in A above, the employee shall be eligible for the following benefits:

- a. Employees shall be credited \$2,000 for each year of service, to a maximum of \$56,000, calculated from their first full year of service and for each year of service up to and including June 30, 2014. There will be no credit for years of service beyond June 30, 2014.
  - b. The total amount credited to the employee shall be payable to the employee with the employee's final payroll at the time of retirement, or the employee shall have the option of transferring the amount into a qualified account(s) allowable by the IRS.
3. See the Memorandum of Agreement entitled, "Retirement Benefit" signed and dated by both parties on April 1, 2021 that remains in effect.

### **C. Carrier Coverage**

The District makes no guarantee that the carrier or the coverage in effect at the time of retirement will continue for the duration of the employee's retirement. The carrier and coverage are subject to change based on the negotiated agreement with the Association. The District only provides the dollar amount listed in the section.

### **D. 403(b)**

The District shall match each member's contribution to a 403(b) account of up to \$1,200 of their salary.

### **Article 15 Job Sharing**

The Medford School District employs licensed staff to fill full time positions, positions that are more than half-time but less than full time positions, half time positions and job share positions. Both the District and the Association value those employees who serve in those positions and see the need to clarify how responsibilities outside of the classroom are met. The work responsibilities for those individuals as it relates to meetings, trainings, professional development, and other work-related events, are defined in this document.

#### **A. Description**

Job sharing is defined as the voluntary occupation of a single staff position by two (2) currently employed bargaining unit members for one (1) school year. It would not preclude, however, at the discretion of the District, the employment of an outside bargaining unit member or bargaining unit members for this purpose. Actual assignments and hours will be determined by written mutual agreement between the participating teachers and the District. Without the consent of both parties, this arrangement remains inoperative.

#### **B. Compensation**

Shared time positions will be compensated as follows:

1. Salaries will be calculated by using each teacher's regular annual salary, prorated proportional to the FTE worked, less the prorated cost of the insurance benefits provided in 3 below. The experience and educational step for the teacher will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
2. Leaves will accrue at the prorated FTE worked.
3. Insurance and PERS benefits will be provided to each of the partners as is the practice with other less than full-time licensed bargaining unit members. Insurance benefits may be waived by a job share partner but may not be passed on to the other partner.

#### **C. Accrual of Seniority**

Bargaining unit members participating in this program shall not lose contract status, provided they have attained that status prior to the year of job sharing. Otherwise, seniority will accrue as with other less than full-time licensed bargaining unit members. The job-sharing agreement may be renewed annually at the discretion of the District. If, for any reason, one (1) of the bargaining unit members is unwilling or unable to complete the job share agreement, both bargaining unit members must return to full-time status. Placement is at the discretion of the District.

#### **D. Professional Development/Planning Days**

For licensed staff who have job share responsibilities, if the requirement is that both teachers attend four hours of professional development activities, both teachers are paid two additional hours of prep time on a time sheet. Licensed staff who work half-time will work directly with the principal on scheduling of activities and requirements. In the event that the staff member is required to attend four hours of professional development in the morning, the teacher will be paid two additional hours by submitting on a time sheet. Those licensed staff who work more than half-time, but less than full time, will follow the same procedures as staff who work half-time.

#### **E. Staff Meetings**

Staff meetings are required for those staff who have job share responsibilities, and are scheduled to work at that time, with no extra pay as defined in the job share agreement. If the staff meeting is required by the principal and the staff member is not scheduled to work (the meeting falls outside of their normal reporting time) the teacher will be paid for one hour by submitting a time sheet.

#### **F. All-Day Professional Development Activities**

All-day professional development activities are required for both teachers. Each teacher should be paid for four additional hours. For licensed staff who work half-time, the all-day professional development activities are required, and they are to be paid for four additional hours. For staff who work more than half-time, but

less than full time, they too are required to attend the all-day training. They will be paid for the additional hours required.

**G. Other Required Meetings (IEP, SLT, Teacher evaluation cycle, etc.)**

IEP meetings and SLT meetings are required for at least one teacher on a job share assignment to attend, with no extra pay. For meetings related to teacher performance and evaluation, the principal will work with each teacher to schedule within their work time. For staff who work half-time or more than half-time, but less than full time, these meetings are required with no extra pay. The teacher's schedule will be taken into consideration when scheduling required meetings.

**H. PLC Meetings**

PLC meetings are required for at least one teacher on a job share assignment, with no additional pay. Teachers may alternate who attends. For staff who work more than half time, but less than full time, PLC meetings are required. Flexibility with schedule should be taken into consideration when scheduling PLC meetings.

**I. Parent Conferences**

During parent/teacher conferences, time should be split between teachers on a job share assignment. For staff who work half time or more than half time, but less than full time, they are to work full-time as needed to conduct their conferences and submit a time sheet for any hours worked beyond their regular hours.

**J. In-Service Time**

During in-service time, time should be split between teachers on a job share assignment. For staff who work half time or more than half-time, but less than full time, they are to work full-time as needed and submit a time sheet for any hours worked beyond their regular hours.

**K. Kindergarten Soft Start Time**

During the Kindergarten Soft Start Week, time should be split between teachers on a job share assignment. For staff who work half time or more than half-time, but less than full time, they are to work full time as needed and submit a time sheet for any hours worked beyond their regular hours.

## **Article 16 Extra Compensation**

### **A. General Provisions**

#### **1. Extra Compensation Schedule**

- a. The Extra Compensation Schedule, which is incorporated herein by reference, represents payment for the number of hours required beyond the normal workday to complete the task as outlined in the job description. Any additional hours the bargaining unit member chooses to work beyond the required amount will not be compensated.
- b. For services furnished, the Extra Compensation Schedule will be used to compute either "grandfathered" salaries, with each point representing a payment of .00365 of the annual salary schedule base for 1993-94, or regular salaries using the "new" percentages shown on the right side of the schedule. The percentages represent that portion of the current annual salary schedule base as minimum for each position, with one (1) experience step which is sixteen percent (16%) higher. "Years" as described in the exhibit means years in the particular position designated in said exhibit and represents years in that particular position in School District 549C, or coaching the same sport at the same level but for a different sex or in an equivalent position at the same level in another public or private school.

#### **2. Use of Extra Comp Hours**

It is expected that the amount of hours allotted for each job is adequate to complete it as required by the District. Each extra compensation bargaining unit member should coordinate with their supervisor how they intend to use the number of hours available to complete their task and will not be expected to work over the allotted number of hours.

#### **3. Additional Compensation**

If it is agreed more hours are necessary, pool days or other compensation will be made available. This additional compensation will require the prior approval of a Director. If additional hours are consistently required, an appeal may be made to the extra compensation committee to increase the hours for the position.

#### **4. Grandfathered Positions**

- a. Those bargaining unit members assigned an extra compensation position during the 1993-94 school year, whose extra compensation would be less using the percentage schedule, will be grandfathered on the schedule in effect during the 1993-94 school year. The 1993-94 schedule will be "frozen" and extra compensation will remain at this level until their assignment reaches an equal or higher amount on the new extra compensation schedule. When extra compensation has been eliminated for an assignment, grandfathering will continue as long as the bargaining unit member continues to hold that position with the exception of the music bargaining unit members who are grandfathered on another set of criteria.
- b. Should a bargaining unit member in a grandfathered assignment drop that assignment for a period of time after the 1993-94 school year and then decide to resume, they would be placed at their correct experience level on the percentage schedule rather than return to the grandfathered schedule. The exception to this would be for a person on an approved leave of absence. Likewise, for bargaining unit members who are grandfathered in eliminated extra compensation assignments.
- c. They would not come back to the grandfathered schedule once they have stopped unless they were on an approved leave of absence.

#### **5. Extended Season Compensation**

Please refer to the following information when processing pay for extra compensation to staff when teams are involved in OSAA extended season state competition.

Definition:

Team Sports: Competition in which **only team** recognition is given by the OSAA: Football, Basketball, Baseball, Volleyball, Soccer, Softball

Individual Sport: Competition in which **team** and **individual** recognition is given by the OSAA: Wrestling, Golf, Swimming, Track, Cross Country, Tennis (individual only)

Procedures:

- a. Extended compensation will be based on a weekly rate calculated on an average 12-week season. The weekly rate of pay amount will not exceed 9% of the total season extra compensation per extended week of competition.
- b. The extended week will start the first day following the adopted "cut-off" date for each sport as established by the OSAA.
- c. Positions which are eligible to be paid the post season stipend for team sports will be limited to Varsity Coaches.
- d. In individual sports where one (1) to five (5) students qualified in post-season activity, one (1) coach shall be eligible for extended pay. Additional coaches shall be eligible based on a ratio of one (1) coach for every five (5) participants or part thereof.
- e. For team sports the following coaches are eligible for pay when students are participating in post-season competition sponsored by the OSAA:

Head H.S. Volleyball (1)  
Head H.S. Football (1)  
Head H.S. Boys Basketball (1)  
Head H.S. Girls Basketball (1)  
Head H.S. Baseball (1)  
Head H.S. Softball (1)  
Head H.S. Boys Soccer (1)  
Head H.S. Girls Soccer (1)  
Assistant H.S. Head Football (1)  
Assistant H.S. Football (5)  
Assistant H.S. Boys Basketball (2)  
Assistant H.S. Girls Basketball (2)  
Assistant H.S. Baseball (2)  
Assistant H.S. Softball (2)  
Assistant H.S. Volleyball (2)  
Assistant H.S. Boys Soccer (2) Assistant  
H.S. Girls Soccer (2)

- f. Eligible Coaches will be paid for each extended week or part thereof beginning with the first day following the OSAA adopted "cut-off" date, approved by the building Principal or designee. Pay shall be received at the next regular pay date following the completion of competition.

**6. Pooled Days**

- a. A pool of additional contract days shall be established by the District from funds saved through changes in the extra compensation schedule. Each building will be provided a specific number of days as determined by the Extra Compensation Committee from available funds. Pool days shall be available to bargaining unit members who perform work beyond the regular school day or regular school year upon prior approval by the building Principal. During the transition period the Extra Compensation Committee will reserve a small number of days which may be requested through prior application by an administrator or bargaining unit member and approved by the Extra Compensation Committee.
- b. Persons previously performing tasks for which extended duty was paid shall have first priority in receiving pool day compensation.
- c. Pooled days shall be reported on time sheets provided by the District and bargaining unit



members shall be paid for approved work at the extended contract hourly/daily rate.

**B. Assignment of Extra Comp Positions**

1. All extracurricular positions except high school head coaches must first be offered to qualified applicants in the building where the duty is to be performed. If no qualified applicants can be found in the building where the duty is to be performed, the position will be opened to qualified applicants in the bargaining unit. Applications from buildings other than where the duty is to be performed must be accompanied by a letter from the applicant's Principal consenting to the application and appointment.
2. Acceptance of any extra compensation assignment shall be voluntary except those listed as classroom-related or support services.
3. The person currently holding an extra compensation position shall have first priority in retaining said position if performance has been deemed satisfactory.

**C. Resignation from Extra-Curricular or Responsibility Positions**

1. A bargaining unit member who is not in a classroom-related assignment may resign from extracurricular compensation positions by notifying the building Principal in writing by March 15th for the subsequent year only. This includes positions designated as (1) athletic; (2) athletic-related; and (3) special activities.
2. Bargaining unit members may not resign from responsibility for extra compensation positions without the approval of the building Principal. These positions include those designated as (1) classroom-related activities and (2) support services; provided, however, the District shall make every effort to accommodate individuals who desire to resign classroom-related positions.

**D. Posting**

Except for high school head coaches, the District shall post prior to the last work day for bargaining unit members, and for a period of not less than ten (10) working days, at each work site a list of all known vacant extra compensation positions including extra compensation positions held by non-bargaining unit members. The posting shall list a closing date for all bargaining unit applications. Positions shall be filled prior to June 10 if possible and no non-bargaining unit, extra-compensation hires will be made until after June 10. After June 10 the District shall not be required to hire bargaining unit members unless the vacancy was unknown. Positions opening after the last workday for bargaining unit members shall be posted at the beginning of the next school year (first workday). However, this requirement may be waived by mutual agreement of both parties.

**E. Evaluation**

Each bargaining unit member's performance in extra-compensation duties will be evaluated annually by the respective building Principal or their designee who is not a bargaining unit member.

**F. Movement on the Extra Comp Schedule**

1. There will be no substantial increase in responsibilities or duties during the year unless additional compensation is provided.
2. When a bargaining unit member is promoted from an assistant to a lead position within their activity, they shall receive no less compensation than received in their previous position.
3. When a new extra compensation position is created by the administration, a proposal must be submitted the following year for compensation. If such proposal is not made by the administration, the compensation is automatically created at the level established the prior year.
4. A bargaining unit member who is assigned extra compensation duties beginning with the 1994-95 school year, and who did not have that extra compensation assignment during the 1993-94 school year, will be placed on the percentage schedule and does not have the yearly option for grandfathering. Likewise, a bargaining unit member who has a break in continuing service in an extra compensation position after 1993-94, other than for an approved leave of absence, will be placed on the percentage schedule should they return to that extra compensation position at a later date and no grandfathering option will apply.
5. Horizontal movement for experience on percentage schedule will occur after two (2) years of experience.

**G. Extra Compensation Position Substitutes**

Any bargaining unit member who substitutes for an extra compensation position shall receive \$6.50 per hour provided there is prior approval from the building Principal. Substitutes' pay for intramurals will be paid at the rate of \$10.00 per hour.

**Article 17 Continuing Professional Development**

- A. The District will maintain a continuing professional development plan in which bargaining unit members shall be permitted to participate to meet TSPC's Continuing Professional Development requirements for re-licensure.
- B. Bargaining unit members have the right to choose to participate in the District Continuing Professional Development plan or to develop their own individual Continuing Professional Development plan (as provided by the TSPC Professional Development rules) which are incorporated into the agreement by their reference.
- C. With prior approval of the Superintendent or the Superintendent's designee, bargaining unit members shall be allowed to audit courses that have application to their teaching assignments or re-licensure/Continuing Professional Development plan for the purpose of meeting these requirements.
- D. Bargaining unit members shall be permitted to attend workshops, conferences, or other professional development activities for the purpose of meeting these requirements.
- E. The District shall not unreasonably withhold signature of bargaining unit member's TSPC Professional Development plan.
- F. Professional Development Funds
  - 1. The sum of \$75 per bargaining unit member will be allotted for in-service use in each contract year and distributed to building Site Councils on a per bargaining unit member prorated basis.
  - 2. Said funds will be allocated and distributed by decision of the staff as approved by the Site Council according to the following criteria:
    - a. Workshops and conferences on subjects within the bargaining unit members' assignments.
    - b. Visitations and workshops on subjects in areas needing improvement in the bargaining unit member's performance.
    - c. Conferences, workshops, or visitations of the bargaining unit member's choice designed to assist the bargaining unit member in the area of professional renewal.
  - 3. Any unspent professional development funds shall carry over to the next year. Each Site Council shall publish the balance four (4) times a year in the meeting minutes.

## **Article 18 Joint Committees**

### **A. Educational Support Time Committee**

The labor-management committee(s) recommending hours of educational support time will consist of up to three (3) Association representatives and up to three (3) District representatives.

1. The committee will establish formula(s) for meeting the needs of classroom bargaining unit members and students. The formulas will consider Talented and Gifted, English Language Learners, special education/learning disabled, site-based, non-intact students (students who were not enrolled the previous school year at the current school - these students are eligible only first quarter), behavior-challenged students, and chronic non-attending students within its criteria.
2. As grants are made available to reduce class size, priority shall be given to grades K-6 and to classrooms where there are large numbers of students who have an IEP or are English Language Learners.
3. The committee will select appropriate dates for determining the application of the formula(s). The first allocation of educational support time will be assigned by day fifteen (15) of the school year and occur again every four (4) to six (6) weeks.
4. The committee will communicate the formula(s) and educational support time determination to all elementary bargaining unit members and Principals at the beginning of the year and at the subsequent times the criteria are applied with the formula(s). The Educational Assistant Allocation Procedure is references in Appendix E.
5. Every school should get educational support time even if not qualified under the established criteria; in the unusual situation of no classroom meeting the criteria, at least one (1) bargaining unit member will receive support time based on the highest number of special needs within the criteria. Another way for a school to qualify could be a school with the highest average class size in the elementary schools. Title I and non-Title I schools will receive identical considerations for support time.
6. The educational support time will be allocated first to combination classes and then to classroom bargaining unit members in descending order of the number of students with special needs.
7. Principals will work with staff to develop educational support time schedules to support the bargaining unit members. It is permissible for bargaining unit members to share their allocation of educational support time with other bargaining unit members. Bargaining unit members who are willing to do this should let the Principal know so this can be accounted for in the scheduling process. Principals may not coerce bargaining unit members in how bargaining unit members share or not share the educational support time. Bargaining unit members may request educational support time to be scheduled before or after the time students are in class.

### **B. Insurance Advisory Committee**

1. The District Insurance Committee membership will consist of not less than three (3) members from each of the following employee groups: licensed, classified, administrative and confidential. Additional members will be selected by their respective groups at a ratio of one (1) representative per every 150 members who are covered by the District insurance plan. The Committee chairs' responsibilities will rotate among the representatives of the employee groups. The Insurance Committee will make a recommendation to the Board. If necessary, minority opinions will be included in that recommendation.
2. The Committee will meet at least once per quarter and then at any other time of their choosing to review operation of the Health Insurance Fund account. The Insurance Committee will set the calendar for the upcoming school year at their last quarterly meeting.
3. The District will provide the District Insurance Committee and the Association president a monthly accounting of the activity of the Health Insurance Fund account. The monthly report will include the total number of claims and the dollar amount, the total amount for prescriptions, the amount of the five (5) largest claims, the names of the ten (10) largest prescriptions filled and any other information the Committee deems necessary.

4. The District Insurance Committee will regularly review the fund balance of the Health Insurance Fund account and will recommend to the Board how to handle any surpluses or deficits in the fund. Each committee member will provide input on the committee.
5. Prior to changing the insurance program, the District shall allow the Insurance Committee an opportunity to review and compare benefits and costs and forward a recommendation to the Superintendent.

**C. Extra Compensation Committee**

1. The amount of compensation for extra-curricular and responsibility compensation positions shall be negotiated between the Association's bargaining team and the District's bargaining team.
2. Without waiver of the provisions of Article 2.B., adjustments in the compensation allocated to a given position, other than those assigned for extended time, can be sought by a bargaining unit member or by the administration by filing an appeal with the Extra Compensation Committee.
3. The Extra Compensation Committee shall be established annually by October 1st. The Superintendent shall appoint three (3) "District" members to the committee, and the Association President shall appoint three (3) "Association" members to the committee. To provide continuity, two (2) members from each team shall be selected from the previous year's committee, if possible. The committee shall hear all appeals and make recommendation to the Superintendent and Association for adjustment on the schedule.
4. Any changes to a job description that involves extra compensation must be submitted to the committee for evaluation of any adjustments in the compensation necessitated by the changed job description before implementation.

**D. Evaluation Committee**

1. The teacher evaluation process may be reviewed annually when initiated by either party. An Evaluation Committee will be formed consisting of equal number of administrator and Association member representatives. The minimum number of representatives from a group is three (3). Each group will have a chairperson who will serve as co-chair and alternate the chairing of the committee.
2. The committee will be charged with the review of the total evaluation process. Each member will have a vote in any suggested changes to the process. All suggested recommendations for change will go to the school board and Association with the vote tally. The school board will accept the recommendation or redirect the committee.

**E. Labor Relations Committee**

1. The Superintendent and the MEA President may each bring up to four (4) employees to meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.
2. The Superintendent and the MEA president shall establish a meeting schedule on an annual basis. Meetings may be monthly or quarterly dependent upon mutual agreement between the Superintendent and MEA president. Meetings may be canceled by mutual agreement.
3. Scheduled meetings will be for the purpose of discussing ongoing labor-management issues, reviewing the contract, and recommending to the District and the Association solutions, or interventions necessary to continue the collaborative efforts by both parties. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.

**F. School Site Councils**

1. School Site Councils established by the District shall adhere to state laws, school board policies (IFCA, IFCA-R), and the collective bargaining agreement. Participation on the committee shall be voluntary and shall not be used as an evaluative criterion.

2. The District will provide support to 21<sup>st</sup> Century School Site Councils within budgetary limitations through release time, scheduling adjustments, use of duty periods for council assignments or extra compensation, whichever is appropriate. The District will also provide appropriate staff in-service.
3. School Site Councils which do not have duty periods to hold meetings shall have substitutes available for the equivalent of four (4) one-half (1/2) days per year for council business. Additionally, there will be three (3) District-wide student early release days per year for all staff to work on schools' councils' business. The dates for early release shall be established by the District. When available, grant monies will be used to provide further time and resources for schools' councils' business.

**Article 19 Duration of the Contract**

**A. Term**

This agreement will be effective as of July 1, 2019 and expire on June 30, 2023. This agreement may be extended by mutual consent of both Parties.

**B. Reopener**

There will be a reopener for year three (3) and four (4) between both Parties beginning January 15, 2021 and will continue until April 15, 2021, including an economic enhancement as the SSF allows. Any language not agreed upon by the date, reverts back to current contract until a successor agreement is negotiated.

Signature Page

In witness whereof, the parties have caused this to be executed.

MEDFORD SCHOOL DISTRICT 549C

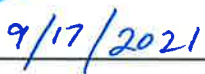
MEDFORD EDUCATION ASSOCIATION

By:   
Board Chair

  
Association President

By:   
Superintendent

  
SOBC Chair

  
Date

  
Date



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**Appendix A-1**  
**Medford School District 549C**  
**Licensed Salary Schedule 2019-20**

2019-20 Salary Schedule						
Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	39,003.00	40,329.00	41,700.00	43,118.00	44,584.00	46,100.00
1	40,329.00	41,700.00	43,118.00	44,584.00	46,100.00	47,667.00
2	41,700.00	43,118.00	44,584.00	46,100.00	47,667.00	49,288.00
3	43,118.00	44,584.00	46,100.00	47,667.00	49,288.00	50,964.00
4	44,584.00	46,100.00	47,667.00	49,288.00	50,964.00	52,697.00
5	46,100.00	47,667.00	49,288.00	50,964.00	52,697.00	54,489.00
6	47,667.00	49,288.00	50,964.00	52,697.00	54,489.00	56,342.00
7		50,964.00	52,697.00	54,489.00	56,342.00	58,258.00
8		52,697.00	54,489.00	56,342.00	58,258.00	60,239.00
9			56,342.00	58,258.00	60,239.00	62,287.00
10			58,258.00	60,239.00	62,287.00	64,405.00
11				62,287.00	64,405.00	66,595.00
12				64,405.00	66,595.00	68,859.00
13					68,859.00	71,200.00
14					71,200.00	73,621.00

Masters Degree:           \$   1,950  
Doctorate Degree:       \$   3,900

**Appendix A-2**  
**Medford School District 549C**  
**Licensed Salary Schedule 2020-2021**

2020-21 Salary Schedule						
Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	39,978.00	41,337.00	42,742.00	44,195.00	45,698.00	47,252.00
1	41,377.00	42,784.00	44,238.00	45,742.00	47,297.00	48,906.00
2	42,825.00	44,281.00	45,786.00	47,343.00	48,952.00	50,618.00
3	44,324.00	45,831.00	47,389.00	49,000.00	50,665.00	52,390.00
4	45,875.00	47,435.00	49,048.00	50,715.00	52,438.00	54,224.00
5	47,481.00	49,095.00	50,765.00	52,490.00	54,273.00	56,122.00
6	49,143.00	50,813.00	52,542.00	54,327.00	56,173.00	58,086.00
7		52,591.00	54,381.00	56,228.00	58,139.00	60,119.00
8		54,432.00	56,284.00	58,196.00	60,174.00	62,223.00
9			58,254.00	60,233.00	62,280.00	64,401.00
10			60,293.00	62,341.00	64,460.00	66,655.00
11				64,523.00	66,716.00	68,988.00
12				66,781.00	69,051.00	71,403.00
13					71,468.00	73,902.00
14					73,969.00	76,489.00
<u>Masters Degree:</u>		\$	1,999			
<u>Doctorate Degree:</u>		\$	3,998			

**Appendix A-3**  
**Medford School District 549C**  
**Licensed Salary Schedule 2021-22**

2021-22 Salary Schedule						
Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	40,977.00	42,370.00	43,811.00	45,301.00	46,841.00	48,434.00
1	42,411.00	43,853.00	45,344.00	46,887.00	48,480.00	50,129.00
2	43,895.00	45,388.00	46,931.00	48,528.00	50,177.00	51,884.00
3	45,431.00	46,977.00	48,574.00	50,226.00	51,933.00	53,700.00
4	47,021.00	48,621.00	50,274.00	51,984.00	53,751.00	55,580.00
5	48,667.00	50,323.00	52,034.00	53,803.00	55,632.00	57,525.00
6	50,370.00	52,084.00	53,855.00	55,686.00	57,579.00	59,538.00
7		53,907.00	55,740.00	57,635.00	59,594.00	61,622.00
8		55,794.00	57,691.00	59,652.00	61,680.00	63,779.00
9			59,710.00	61,740.00	63,839.00	66,011.00
10			61,800.00	63,901.00	66,073.00	68,321.00
11				66,138.00	68,386.00	70,712.00
12				68,453.00	70,780.00	73,187.00
13					73,257.00	75,749.00
14					75,821.00	78,400.00

Masters Degree:           \$    2,049  
Doctorate Degree:       \$    4,098

**Appendix A-4**  
**Medford School District 549C**  
**Licensed Salary Schedule 2022-23**

2022-23 Proposed Salary Schedule						
Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	42,001.00	43,429.00	44,906.00	46,433.00	48,012.00	49,644.00
1	43,471.00	44,949.00	46,478.00	48,058.00	49,692.00	51,382.00
2	44,992.00	46,522.00	48,105.00	49,740.00	51,431.00	53,180.00
3	46,567.00	48,150.00	49,789.00	51,481.00	53,231.00	55,041.00
4	48,197.00	49,835.00	51,532.00	53,283.00	55,094.00	56,967.00
5	49,884.00	51,579.00	53,336.00	55,148.00	57,022.00	58,961.00
6	51,630.00	53,384.00	55,203.00	57,078.00	59,018.00	61,025.00
7		55,252.00	57,135.00	59,076.00	61,084.00	63,161.00
8		57,186.00	59,135.00	61,144.00	63,222.00	65,372.00
9			61,205.00	63,284.00	65,435.00	67,660.00
10			63,347.00	65,499.00	67,725.00	70,028.00
11				67,791.00	70,095.00	72,479.00
12				70,164.00	72,548.00	75,016.00
13					75,087.00	77,642.00
14					77,715.00	80,359.00

Masters Degree:           \$    2,100

Doctorate Degree:       \$    4,200

## Appendix B-1

### 2019-2020 Licensed Specialists Salary Schedule

Years	Scale
0	52,890
1	54,688
2	56,547
3	58,470
4	60,458
5	62,514
6	64,639
7	66,837
8	69,109
9	71,459
10	73,889
11	76,401
12	78,999
13	81,685
14	84,462

Master's Degree:	\$	1,950
Doctorate Degree:	\$	3,000
Increment:		0.034

## Appendix B-2

### 2020-2021 Licensed Specialists Salary Schedule

Years	Scale
0	54,212
1	56,109
2	58,073
3	60,106
4	62,210
5	64,387
6	66,641
7	68,973
8	71,387
9	73,886
10	76,472
11	79,149
12	81,919
13	84,786
14	87,754

Master's Degree:	\$	1,999
Doctorate Degree:	\$	3,998
Increment:		0.035

### Appendix B-3

#### 2021-2022 Licensed Specialists Salary Schedule

Years	Scale
0	55,567
1	57,512
2	59,525
3	61,608
4	63,764
5	65,996
6	68,306
7	70,697
8	73,171
9	75,732
10	78,383
11	81,126
12	83,965
13	86,904
14	89,946

Master's Degree:	\$	2,049
Doctorate Degree:	\$	4,098
Increment:		0.035



## Appendix B-4

### 2022-2023 Licensed Specialists Salary Schedule

Years	Scale
0	56,956
1	58,949
2	61,012
3	63,147
4	65,357
5	67,644
6	70,012
7	72,462
8	74,998
9	77,623
10	80,340
11	83,152
12	86,062
13	89,074
14	92,192

Master's Degree:	\$	2,100
Doctorate Degree:	\$	4,200
Increment:		0.035

**Appendix C-1**  
**2019-20**  
**Extra-Curricular Compensation Schedule**

<b>STEP</b>	<b>PCT</b>	<b>YEARS</b>							<b>CO-CURRIC</b>
		<b>0 Year</b>	<b>1 Year (3%)</b>	<b>2 Years (6%)</b>	<b>3 Years (9%)</b>	<b>4 Years (12%)</b>	<b>5 Years (15%)</b>	<b>6 Years (18% Total)</b>	<b>HOURS</b>
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
2	0.15%	\$59	\$61	\$63	\$64	\$66	\$68	\$70	1+
3	0.32%	\$125	\$129	\$133	\$136	\$140	\$144	\$148	3+
4	0.45%	\$176	\$181	\$187	\$192	\$197	\$202	\$208	5+
5	0.75%	\$293	\$302	\$311	\$319	\$328	\$337	\$346	9+
6	0.88%	\$343	\$353	\$364	\$374	\$384	\$394	\$405	10+
7	1.0%	\$390	\$402	\$413	\$425	\$437	\$449	\$460	12+
8	1.5%	\$585	\$603	\$620	\$638	\$655	\$673	\$690	18+
9	2.0%	\$780	\$803	\$827	\$850	\$874	\$897	\$920	25+
10	2.5%	\$975	\$1,004	\$1,034	\$1,063	\$1,092	\$1,121	\$1,151	31+
11	3.0%	\$1,170	\$1,205	\$1,240	\$1,275	\$1,310	\$1,346	\$1,381	37+
12	3.5%	\$1,365	\$1,406	\$1,447	\$1,488	\$1,529	\$1,570	\$1,611	44+
13	4.0%	\$1,560	\$1,607	\$1,654	\$1,700	\$1,747	\$1,794	\$1,841	49+
14	4.5%	\$1,755	\$1,808	\$1,860	\$1,913	\$1,966	\$2,018	\$2,071	56+
15	5.0%	\$1,950	\$2,009	\$2,067	\$2,126	\$2,184	\$2,243	\$2,301	62+
16	5.5%	\$2,145	\$2,209	\$2,274	\$2,338	\$2,402	\$2,467	\$2,531	68+
17	6.0%	\$2,340	\$2,410	\$2,480	\$2,551	\$2,621	\$2,691	\$2,761	74+
18	6.5%	\$2,535	\$2,611	\$2,687	\$2,763	\$2,839	\$2,915	\$2,991	80+
19	7.0%	\$2,730	\$2,812	\$2,894	\$2,976	\$3,058	\$3,140	\$3,221	87+
20	7.5%	\$2,925	\$3,013	\$3,101	\$3,188	\$3,276	\$3,364	\$3,452	93+
21	8.0%	\$3,120	\$3,214	\$3,307	\$3,401	\$3,494	\$3,588	\$3,682	100+
22	8.5%	\$3,315	\$3,414	\$3,514	\$3,613	\$3,713	\$3,812	\$3,912	106+
23	9.0%	\$3,510	\$3,615	\$3,721	\$3,826	\$3,931	\$4,037	\$4,142	112+
24	9.5%	\$3,705	\$3,816	\$3,927	\$4,038	\$4,150	\$4,261	\$4,372	118+
25	10.0%	\$3,900	\$4,017	\$4,134	\$4,251	\$4,368	\$4,485	\$4,602	125+
26	10.5%	\$4,095	\$4,218	\$4,341	\$4,464	\$4,586	\$4,709	\$4,832	131+
27	11.0%	\$4,290	\$4,419	\$4,547	\$4,676	\$4,805	\$4,934	\$5,062	135+
28	11.5%	\$4,485	\$4,620	\$4,754	\$4,889	\$5,023	\$5,158	\$5,292	140+
29	12.0%	\$4,680	\$4,820	\$4,961	\$5,101	\$5,242	\$5,382	\$5,522	145+
30	12.5%	\$4,875	\$5,021	\$5,168	\$5,314	\$5,460	\$5,606	\$5,753	150+
31	15.0%	\$5,850	\$6,026	\$6,201	\$6,377	\$6,552	\$6,728	\$6,903	190+
32	16.5%	\$6,435	\$6,628	\$6,821	\$7,014	\$7,207	\$7,400	\$7,593	205+
33	19.0%	\$7,411	\$7,633	\$7,856	\$8,078	\$8,300	\$8,523	\$8,745	245+
34	23.5%	\$9,166	\$9,441	\$9,716	\$9,991	\$10,266	\$10,541	\$10,816	330+

Extended day rate: \$284.72 (2 points per day @ \$142.36)

Curriculum rate: \$35.59 per hour

**Appendix C-2**  
**2020-21**  
**Extra-Curricular Compensation Schedule**

<u>STEP</u>	<u>PCT</u>	<u>YE A R S</u>							<u>CO- CURRIC</u>
		<u>0 Year</u>	<u>1 Year (3%)</u>	<u>2 Years (6%)</u>	<u>3 Years (9%)</u>	<u>4 Years (12%)</u>	<u>5 Years (15%)</u>	<u>6 Years (18% Total)</u>	<u>HOURS</u>
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
2	0.15%	\$60	\$62	\$64	\$65	\$67	\$69	\$71	1+
3	0.32%	\$128	\$132	\$136	\$140	\$143	\$147	\$151	3+
4	0.45%	\$180	\$185	\$191	\$196	\$202	\$207	\$212	5+
5	0.75%	\$300	\$309	\$318	\$327	\$336	\$345	\$354	9+
6	0.88%	\$352	\$363	\$373	\$384	\$394	\$405	\$415	10+
7	1.0%	\$400	\$412	\$424	\$436	\$448	\$460	\$472	12+
8	1.5%	\$600	\$618	\$636	\$654	\$672	\$690	\$708	18+
9	2.0%	\$800	\$824	\$848	\$872	\$896	\$920	\$944	25+
10	2.5%	\$999	\$1,029	\$1,059	\$1,089	\$1,119	\$1,149	\$1,179	31+
11	3.0%	\$1,199	\$1,235	\$1,271	\$1,307	\$1,343	\$1,379	\$1,415	37+
12	3.5%	\$1,399	\$1,441	\$1,483	\$1,525	\$1,567	\$1,609	\$1,651	44+
13	4.0%	\$1,599	\$1,647	\$1,695	\$1,743	\$1,791	\$1,839	\$1,887	49+
14	4.5%	\$1,799	\$1,853	\$1,907	\$1,961	\$2,015	\$2,069	\$2,123	56+
15	5.0%	\$1,999	\$2,059	\$2,119	\$2,179	\$2,239	\$2,299	\$2,359	62+
16	5.5%	\$2,199	\$2,265	\$2,331	\$2,397	\$2,463	\$2,529	\$2,595	68+
17	6.0%	\$2,399	\$2,471	\$2,543	\$2,615	\$2,687	\$2,759	\$2,831	74+
18	6.5%	\$2,599	\$2,677	\$2,755	\$2,833	\$2,911	\$2,989	\$3,067	80+
19	7.0%	\$2,798	\$2,882	\$2,966	\$3,050	\$3,134	\$3,218	\$3,302	87+
20	7.5%	\$2,998	\$3,088	\$3,178	\$3,268	\$3,358	\$3,448	\$3,538	93+
21	8.0%	\$3,198	\$3,294	\$3,390	\$3,486	\$3,582	\$3,678	\$3,774	100+
22	8.5%	\$3,398	\$3,500	\$3,602	\$3,704	\$3,806	\$3,908	\$4,010	106+
23	9.0%	\$3,598	\$3,706	\$3,814	\$3,922	\$4,030	\$4,138	\$4,246	112+
24	9.5%	\$3,798	\$3,912	\$4,026	\$4,140	\$4,254	\$4,368	\$4,482	118+
25	10.0%	\$3,998	\$4,118	\$4,238	\$4,358	\$4,478	\$4,598	\$4,718	125+
26	10.5%	\$4,198	\$4,324	\$4,450	\$4,576	\$4,702	\$4,828	\$4,954	131+
27	11.0%	\$4,398	\$4,530	\$4,662	\$4,794	\$4,926	\$5,058	\$5,190	135+
28	11.5%	\$4,597	\$4,735	\$4,873	\$5,011	\$5,149	\$5,287	\$5,424	140+
29	12.0%	\$4,797	\$4,941	\$5,085	\$5,229	\$5,373	\$5,517	\$5,660	145+
30	12.5%	\$4,997	\$5,147	\$5,297	\$5,447	\$5,597	\$5,747	\$5,896	150+
31	15.0%	\$5,997	\$6,177	\$6,357	\$6,537	\$6,717	\$6,897	\$7,076	190+
32	16.5%	\$6,596	\$6,794	\$6,992	\$7,190	\$7,388	\$7,585	\$7,783	205+
33	19.0%	\$7,596	\$7,824	\$8,052	\$8,280	\$8,508	\$8,735	\$8,963	245+
34	23.5%	\$9,395	\$9,677	\$9,959	\$10,241	\$10,522	\$10,804	\$11,086	330+

Extended day rate: \$291.84 (2 points per day @ \$145.9197)

Curriculum rate: \$36.48 per hour

**Appendix C-3**  
**2021-22**  
**Extra-Curricular Compensation Schedule**

<b>STEP</b>	<b>PCT</b>	<b>YE AR S</b>							<b>CO- CURRIC</b>
		<b>0 Year</b>	<b>1 Year (3%)</b>	<b>2 Years (6%)</b>	<b>3 Years (9%)</b>	<b>4 Years (12%)</b>	<b>5 Years (15%)</b>	<b>6 Years (18% Total)</b>	<b>HOURS</b>
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
2	0.15%	\$61	\$63	\$65	\$66	\$68	\$70	\$72	1+
3	0.32%	\$131	\$135	\$139	\$143	\$147	\$151	\$155	3+
4	0.45%	\$184	\$190	\$195	\$201	\$206	\$212	\$217	5+
5	0.75%	\$307	\$316	\$325	\$335	\$344	\$353	\$362	9+
6	0.88%	\$361	\$372	\$383	\$393	\$404	\$415	\$426	10+
7	1.0%	\$410	\$422	\$435	\$447	\$459	\$472	\$484	12+
8	1.5%	\$615	\$633	\$652	\$670	\$689	\$707	\$726	18+
9	2.0%	\$820	\$845	\$869	\$894	\$918	\$943	\$968	25+
10	2.5%	\$1,024	\$1,055	\$1,085	\$1,116	\$1,147	\$1,178	\$1,208	31+
11	3.0%	\$1,229	\$1,266	\$1,303	\$1,340	\$1,376	\$1,413	\$1,450	37+
12	3.5%	\$1,434	\$1,477	\$1,520	\$1,563	\$1,606	\$1,649	\$1,692	44+
13	4.0%	\$1,639	\$1,688	\$1,737	\$1,787	\$1,836	\$1,885	\$1,934	49+
14	4.5%	\$1,844	\$1,899	\$1,955	\$2,010	\$2,065	\$2,121	\$2,176	56+
15	5.0%	\$2,049	\$2,110	\$2,172	\$2,233	\$2,295	\$2,356	\$2,418	62+
16	5.5%	\$2,254	\$2,322	\$2,389	\$2,457	\$2,524	\$2,592	\$2,660	68+
17	6.0%	\$2,459	\$2,533	\$2,607	\$2,680	\$2,754	\$2,828	\$2,902	74+
18	6.5%	\$2,664	\$2,744	\$2,824	\$2,904	\$2,984	\$3,064	\$3,144	80+
19	7.0%	\$2,868	\$2,954	\$3,040	\$3,126	\$3,212	\$3,298	\$3,384	87+
20	7.5%	\$3,073	\$3,165	\$3,257	\$3,350	\$3,442	\$3,534	\$3,626	93+
21	8.0%	\$3,278	\$3,376	\$3,475	\$3,573	\$3,671	\$3,770	\$3,868	100+
22	8.5%	\$3,483	\$3,587	\$3,692	\$3,796	\$3,901	\$4,005	\$4,110	106+
23	9.0%	\$3,688	\$3,799	\$3,909	\$4,020	\$4,131	\$4,241	\$4,352	112+
24	9.5%	\$3,893	\$4,010	\$4,127	\$4,243	\$4,360	\$4,477	\$4,594	118+
25	10.0%	\$4,098	\$4,221	\$4,344	\$4,467	\$4,590	\$4,713	\$4,836	125+
26	10.5%	\$4,303	\$4,432	\$4,561	\$4,690	\$4,819	\$4,948	\$5,078	131+
27	11.0%	\$4,507	\$4,642	\$4,777	\$4,913	\$5,048	\$5,183	\$5,318	135+
28	11.5%	\$4,712	\$4,853	\$4,995	\$5,136	\$5,277	\$5,419	\$5,560	140+
29	12.0%	\$4,917	\$5,065	\$5,212	\$5,360	\$5,507	\$5,655	\$5,802	145+
30	12.5%	\$5,122	\$5,276	\$5,429	\$5,583	\$5,737	\$5,890	\$6,044	150+
31	15.0%	\$6,147	\$6,331	\$6,516	\$6,700	\$6,885	\$7,069	\$7,253	190+
32	16.5%	\$6,761	\$6,964	\$7,167	\$7,369	\$7,572	\$7,775	\$7,978	205+
33	19.0%	\$7,786	\$8,020	\$8,253	\$8,487	\$8,720	\$8,954	\$9,187	245+
34	23.5%	\$9,630	\$9,919	\$10,208	\$10,497	\$10,786	\$11,075	\$11,363	330+

Extended day rate: \$299.13 (2 points per day @ \$149.56605)

Curriculum rate: \$37.39 per hour

# Appendix C-4

2022-23

## Extra-Curricular Compensation Schedule

STEP	PCT	YEARS							CO-CURRIC
		0 Year	1 Year (3%)	2 Years (6%)	3 Years (9%)	4 Years (12%)	5 Years (15%)	6 Years (18% Total)	HOURS
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
2	0.15%	\$63	\$65	\$67	\$69	\$71	\$72	\$74	1+
3	0.32%	\$134	\$138	\$142	\$146	\$150	\$154	\$158	3+
4	0.45%	\$189	\$195	\$200	\$206	\$212	\$217	\$223	5+
5	0.75%	\$315	\$324	\$334	\$343	\$353	\$362	\$372	9+
6	0.88%	\$370	\$381	\$392	\$403	\$414	\$426	\$437	10+
7	1.0%	\$420	\$433	\$445	\$458	\$470	\$483	\$496	12+
8	1.5%	\$630	\$649	\$668	\$687	\$706	\$725	\$743	18+
9	2.0%	\$840	\$865	\$890	\$916	\$941	\$966	\$991	25+
10	2.5%	\$1,050	\$1,082	\$1,113	\$1,145	\$1,176	\$1,208	\$1,239	31+
11	3.0%	\$1,260	\$1,298	\$1,336	\$1,373	\$1,411	\$1,449	\$1,487	37+
12	3.5%	\$1,470	\$1,514	\$1,558	\$1,602	\$1,646	\$1,691	\$1,735	44+
13	4.0%	\$1,680	\$1,730	\$1,781	\$1,831	\$1,882	\$1,932	\$1,982	49+
14	4.5%	\$1,890	\$1,947	\$2,003	\$2,060	\$2,117	\$2,174	\$2,230	56+
15	5.0%	\$2,100	\$2,163	\$2,226	\$2,289	\$2,352	\$2,415	\$2,478	62+
16	5.5%	\$2,310	\$2,379	\$2,449	\$2,518	\$2,587	\$2,657	\$2,726	68+
17	6.0%	\$2,520	\$2,596	\$2,671	\$2,747	\$2,822	\$2,898	\$2,974	74+
18	6.5%	\$2,730	\$2,812	\$2,894	\$2,976	\$3,058	\$3,140	\$3,221	80+
19	7.0%	\$2,940	\$3,028	\$3,116	\$3,205	\$3,293	\$3,381	\$3,469	87+
20	7.5%	\$3,150	\$3,245	\$3,339	\$3,434	\$3,528	\$3,623	\$3,717	93+
21	8.0%	\$3,360	\$3,461	\$3,562	\$3,662	\$3,763	\$3,864	\$3,965	100+
22	8.5%	\$3,570	\$3,677	\$3,784	\$3,891	\$3,998	\$4,106	\$4,213	106+
23	9.0%	\$3,780	\$3,893	\$4,007	\$4,120	\$4,234	\$4,347	\$4,460	112+
24	9.5%	\$3,990	\$4,110	\$4,229	\$4,349	\$4,469	\$4,589	\$4,708	118+
25	10.0%	\$4,200	\$4,326	\$4,452	\$4,578	\$4,704	\$4,830	\$4,956	125+
26	10.5%	\$4,410	\$4,542	\$4,675	\$4,807	\$4,939	\$5,072	\$5,204	131+
27	11.0%	\$4,620	\$4,759	\$4,897	\$5,036	\$5,174	\$5,313	\$5,452	135+
28	11.5%	\$4,830	\$4,975	\$5,120	\$5,265	\$5,410	\$5,555	\$5,699	140+
29	12.0%	\$5,040	\$5,191	\$5,342	\$5,494	\$5,645	\$5,796	\$5,947	145+
30	12.5%	\$5,250	\$5,408	\$5,565	\$5,723	\$5,880	\$6,038	\$6,195	150+
31	15.0%	\$6,300	\$6,489	\$6,678	\$6,867	\$7,056	\$7,245	\$7,434	190+
32	16.5%	\$6,930	\$7,138	\$7,346	\$7,554	\$7,762	\$7,970	\$8,177	205+
33	19.0%	\$7,980	\$8,219	\$8,459	\$8,698	\$8,938	\$9,177	\$9,416	245+
34	23.5%	\$9,870	\$10,166	\$10,462	\$10,758	\$11,054	\$11,351	\$11,647	330+

Extended day rate: \$306.61 (2 points per day @ \$153.30365)

Curriculum rate: \$38.33 per hour

## Appendix D

### DEFINITIONS, PROCEDURE AND PROCESS FOR SPECIAL EDUCATION RESOURCE CASELOADS

#### DEFINITIONS

**Initial Referral Duties** – these duties include attending a school-level team (SLT) meeting, reviewing the information packet for completeness, requesting additional information from the SLT if not complete, and completing a referral form. These duties are completed by educational resource teachers (ERTs) or speech-language pathologists (SLPs).

**Evaluation Duties** – these duties include reviewing documents submitted by a school, scheduling testing, completing assessments, analyzing the assessment results, and writing a report. These duties are completed by the Assessment and Evaluation Team.

**Eligibility Duties** – these duties include the completion of a review of the special education confidential file, documented communication with parents and associated staff, and completion of associated documents.

**Meeting Duties** – these duties include attending IEP meetings (generally one time per year for each student) and an eligibility meeting every three years. Both general education and special education staff are required to attend these meetings if they work with a student, provide instruction/services to a student, or if their area of concern will be discussed at the meeting. Any associated staff person can be excused from attendance at meetings through a written agreement between the District and parent.

**IEP Duties** – All parts of the Individualized Education Program (IEP) process and related IEP compliance are considered to be a part of the IEP duties. These duties include scheduling meetings; gathering information from staff working with students; drafting IEP documents; attending and facilitating meetings; making revisions and finalizing the paperwork; sending final copies to parents and district office; and retaining paperwork in the confidential file. Progress monitoring and consultation that is specific to special education providers are not considered an IEP duty. Specific obligations for the IEP Case Manager/Specialist are found in the following procedures for the SpED Procedures Manual provided on 11-11-14 by the District:

- IEP Checklist;
- SPR&I file reviews, “procedures for BCM,” “Revisions procedures to IEP,” and all IEP related paperwork under Level 1;
- All IEP related paperwork under Level 2 (Level 1 and Level 2) except “eligibility” section;
- Building Case Managers (special Education Providers) and all related IEP duties

**Primary Case Manager/Building Case Manager** – this responsibility includes all of the previously mentioned duties, plus the overall coordination of the process to ensure compliance. Also, this role serves as the primary contact for the parents except those related to IEP duties that have been reassigned to the IEP Case Manager/Specialist.

**Secondary Provider** – this responsibility includes providing instructions/services in the specialist’s area of expertise (i.e. academic instruction, speech-language, occupational therapy, behavior-social support). If there is an IEP goal in a specific area, the assigned specialist is responsible to provide the instruction, administer formative assessments to guide instruction, complete summative assessments each quarter, gather and maintain data from assessments, report progress each quarter, and provide associated consultation to other provider(s), including the general education teacher, regarding the instruction/services in question and student-specific accommodations and modifications.

**Consultation** – this means discussion and collaborating with other staff associated with the student about instruction, services, accommodations and modifications, and areas of concern related to a specialist’s area of service and instruction, as outlined in the IEP.

**Progress Monitoring** – this task requires the completion of a summative assessment at the end of the quarter or formative assessments given during the course of the quarter. The data must be documented on a standardized form that is sent to parents at the end of each school quarter in the same manner as quarterly report cards. Each specialist assigned to a goal area is responsible to report progress for their assigned goals.

**Other Tasks That Are Not Part of IEP Duties/Case Management** – the following duties are generally not associated with IEP or case management duties and should be considered something any teacher (general or special educator) would do or would refer the question/concern to the appropriate party.

- Questions regarding grades, classroom projects, fieldtrips;
- Questions regarding student progress in instruction or service;
- Questions regarding scheduling of classes (if cannot answer, should be referred to Dean or Counselor);
- Questions regarding lunch money, library books, etc.;
- Concerns for behavioral infractions unless related to an IEP goal.

#### **SPEEDe Caseload List**

- Student's name is highlighted in pink: this means the student is considered active and the Special Education Department is waiting for paperwork to be sent. This will include incoming kindergarten students once activated.
- Student's name is not highlighted: this means the student is considered active and the Special Education Department has the necessary paperwork.
- Student's name is highlighted in blue: this can mean one of two things. First, it may mean that the student is in the initial referral process because a special education evaluation is happening for the first time. Second, it may mean that the student is an out-of-state transfer, and Oregon eligibility is in the process of being considered and established.
- Student's name is highlighted in yellow: this means the student is not active, not attending a Medford District school, and the District has not yet received a request for records. The students in this category remain on the caseload list for one year.
- If the checkbox next to a student's name is checked on a staff's caseload list, this means that staff member is considered the primary case manager. If the check box is not checked, this means the staff member is considered a secondary provider.

#### **HOW CASELOADS WILL BE MEASURED**

At the beginning of each month, generally the first Friday of the month, the Special Education Department will review caseload lists in SPEEDe to measure the number of active (student names highlighted in pink or not highlighted at all) students assigned to ERTs and have the checkbox marked. If a student in referral (highlighted in blue) becomes active after the monthly measure is taken, the ERT will receive credit for that student the next month. The same is true if a student highlighted in yellow returns to school after a monthly measure is taken; the student will be counted the following month.

#### **HOW IEP AND IEP MEETING DUTIES WILL BE ASSIGNED TO THE IEP CASE MANAGER/SPECIALIST**

Once the measure is taken, all ERTs will receive an e-mail that will include the active caseload numbers for each ERT. Any ERT who has an active caseload over the allowable limit (35 for elementary and 40 for secondary) will be asked to identify which students they would like assigned to the IEP Case Manager also referred to as IEP Specialist. Please note that our IEP Case Manager/Specialist will only be assigned IEP's that have 30 calendar days or more from the IEP due date.

#### **THE IEP CASE MANAGER/SPECIALIST WILL COMPLETE THE ASSIGNED IEP AND RELATED MEETING DUTIES**

## Appendix E

### EDUCATIONAL ASSISTANT ALLOCATION PROCEDURE

This document is intended to provide the details of how EA time is allocated. The original procedure was developed in August 2004 by the EA Allocation Committee.

There are 112 hours of Educational Assistant (EA) time available for direct regular classroom teacher support. This time will be allocated in 30-minute increments. Consequently, there are 224 30-minute increments to be allocated. **EA time may be assigned before, during, or after school in collaboration with the teachers receiving the time.** It is possible for a teacher to have a large combination class with many students with identified needs and receive additional EA time based on all those criteria.

**Priority #1:** Teachers with **combination classes** will receive 30 minutes of EA time.

**Priority #2:** If a regular classroom teacher's class size equals or exceeds the following **class size thresholds**, the teacher will be eligible for EA time. Two students above that threshold qualify the teacher for an additional 30-minute increment of EA time.

Grade	Class Size Thresholds = 30-minute increments of EA time			
	+30 minutes	+60 minutes	+90 minutes	+120 minutes
K	22	24	26	28
1	22	24	26	28
1/2	25	27	29	31
2	27	29	31	33
2/3	27	29	31	33
3	27	29	31	33
3/4	30	32	34	36
4	32	34	36	38
4/5	32	34	36	38
5	32	34	36	38
5/6	32	34	36	38
6	32	34	36	38

**Priority #3:** If a regular classroom teacher has a high percentage (33% or more) of students with these **identified needs**, the teacher will qualify for EA time.

#### Identified needs

- Special Education services
- ELL Active (calculated at 1/3)
- TAG
- Chronic non-attendance (Student attends less than 80 %.)
- Students who are at-risk in grades 1 - 6 (first allocation of the year only, in the first three weeks of school assistant time should be allocated to kindergarten classes)

All class size numbers at or above class size thresholds will be added to the numbers of students who fit the identified needs categories in order to assign a number to that class. This number represents the teachers with the greatest needs. The teachers with the greatest needs will receive EA time before those teachers with lesser needs. This will be calculated as follows:

(# of students at or over the threshold) + (# of students with special education services) + (1/3# of students who are



$$\frac{\text{Active ELL} + (\# \text{ of students identified as TAG}) + (\# \text{ of students with chronic nonattendance [attend less than 80\%]) + \text{number of students who are non-intact (1st allocation)}}{\text{The larger of either the \# of students assigned to the classroom or minimal class size threshold}}$$

**Priority #4:** If not all of the EA time has been allocated in the first three priorities, time may be allocated to teachers with students with behavior challenges and/or to general teacher workroom support. Teachers and principals should work collaboratively to determine the use of this time. Schools will develop schedules for ensuring this time is available directly to teachers.

The general teacher EA support allocation is based on school enrollment. The formula for distributing this general teacher support EA time is 30 minutes per day per each 100 students.

**What this looks like:**

- Teacher A:** A 2<sup>nd</sup> grade class has 26 students (under the threshold for class size) including 3 students with Special Education services, 5 students who are Active ELL, 3 students who are identified as TAG, and 2 students with chronic nonattendance. The identified needs calculation is  $0 + 3 + (1/3)5 + 3 + 2 = 9.67$ . This teacher would not be considered for assistant time because of high class size but could qualify under the percentage of students with identified needs ( $9.67$  of  $27 = 37\%$ ), if there was EA time available.
- Teacher B:** A 2<sup>nd</sup> grade class has 28 students. This teacher would receive 30 minutes of EA time for class size (27 to 28 students = 30 minutes).
- Teacher C:** A 2<sup>nd</sup> grade class has 31 students. This teacher would qualify 90 minutes of EA time.
- Teacher D:** A 1<sup>st</sup> /2<sup>nd</sup> combination class has 24 students (14 first and 11 second grade). This teacher would qualify for 30 minutes of EA time because this is a combination class but would not be eligible for assistant time under any other categories.
- Teacher E:** All elementary teachers, whether they qualify for in-class EA time, may leave work in the work room to be completed by the school's general teacher support EA.

**To summarize:** There are 112 hours (or 224 thirty-minute increments) of EA time available for regular classroom teachers. This time is **allocated first** to combination classes, **then** to classes that exceed the class size thresholds, **then** to teachers who qualify because of the high percentage of students with identified needs assigned to them, and **last** to the school as general teacher support. The initial allocation is based on the third Tuesday enrollment and be implemented the following Monday.

**Principals will work with staff to develop EA schedules to support teachers.** It is permissible for teachers to share their allocation of EA time with other teachers. Teachers who are willing to do this should let the principal know so this can be accounted for in the scheduling process. Teachers may request EA time be scheduled before or after the time students are in class.

**Questions/Concerns/Comments?** Talk with your Principal, MEA or OSEA Building Representative, or Director of Elementary Education. The MEA Rep Council will discuss EA allocation issues at each semi-monthly meeting.