

CONTRACT BETWEEN

MEDFORD SCHOOL DISTRICT 549C

AND

MEDFORD EDUCATION ASSOCIATION



JACKSON COUNTY, OREGON
CONTRACT TERM, July 1, 2017- JUNE 30, 2019

Table of Contents

Article I Contract Conditions	1
A. Contract Conditions	1
B. Savings Clause.....	1
C. Joint Presentation.....	1
D. Status of Agreement.....	1
E. Compliance Between Individual Contract and Master Agreement.....	1
F. Memoranda of Understanding	1
Article II Recognition.....	2
A. Bargaining Unit.....	2
B. Management Rights.....	2
Article III Association Rights and Responsibilities.....	3
A. Payments to Association	3
1. Method of Payments	3
2. Dues and Fair Share	3
B. Strikes and Lockouts	3
C. Association Access to Information.....	3
1. District Responsibility.....	3
2. Use of Equipment	3
D. Association Use of District Facilities, Equipment, and Services	3
1. School Mail Boxes	3
2. Courier Service	3
3. Use of District Facilities	3
4. Use of School Facilities	4
5. Bulletin Board Space	4
6. District E-mail.....	4
E. Release Time for Association Duties	4
F. Association Leave	4
G. Association President Leave	4
Article IV District Management Obligations	5
A. Professional Development Funds	5
B. School Site Councils.....	5
Article V Grievance	6
A. Definition	6
B. General Provisions	6
1. Participants.....	6
2. Rights & Responsibilities.....	6
3. Processing Grievances	6
C. Initiating a Grievance and Timing Restrictions.....	7
D. Specific Grievance Procedures.....	7
1. I. Step one- Informal Meeting with Supervisor.....	7
2. Step two-Formal Meeting with Supervisor	7
3. Step three-Appeal to the Superintendent.....	7
4. Step four-Arbitration.....	7
Article VI Bargaining Unit Member Rights.....	9
A. Just Cause.....	9
B. Dismissal	9
1. Contract Teacher Dismissal	9
2. Probationary Teacher Dismissal	9
3. Non-TSPC Licensed Staff Dismissal.....	9
4. Non-TSPC Probationary Licensed Dismissal.....	9
C. Evaluation	9
D. Right of Representation.....	10
E. Staff Files and Records	10
F. Personal Life	10
G. Academic Freedom	10
H. Complaints Made Against a Bargaining Unit Member	11
I. Civil Rights and Responsibilities	11

J. Student Grades	11
Article VII Vacancies, Transfers, and Assignments	12
A. Definitions	12
B. Posting Vacancies	12
C. Filling Vacancies	12
D. Transfers.....	12
E. Return From Administrative Assignment	13
Article VIII Layoff.....	13
A. Definitions.....	13
B. Layoff Notice	13
C. Seniority List to Association.....	13
D. Order of Layoff	13
E. Layoff Pool.....	14
F. Recall Procedure	14
G. Appeal.....	14
H. District Wide Closure.....	14
Article IX School Calendar and Work Year.....	15
A. School Calendar	15
B. School Work Year.....	15
Article X Leaves of Absence	16
A. Paid Leaves of Absence	16
1. Sick Leave.....	16
2. Family Illness.....	16
3. Maternity, Paternity, and Child Care Leave.....	16
4. Injury on Duty.....	16
5. Bereavement Leave.....	17
6. Personal Leave	17
7. Jury Duty and Required Court Appearances	17
8. Sabbatical Leave	17
B. Unpaid Leaves of Absence.....	18
1. Professional Leave	18
2. Health Leave	18
3. Military Leave.....	18
4. Personal Leave of Absence	18
5. Exchange Teachers	18
6. Other Unpaid Leaves	18
7. Notification of Intent to Return from Leave	18
C. Reinstatement From Leave.....	19
D. Sick Leave Bank.....	19
Article XI Basic Compensation.....	20
A. Salary Determination.....	20
1. 2017-19	20
B. Specialist Salary Determination	20
C. Payroll Periods.....	20
D. Payroll Deductions	20
E. PERS	20
F. Salary Schedule	21
G. Tuition Reimbursement.....	21
H. Student Teacher Supervision.....	22
I. Mileage Rate and Travel Allowance.....	22
J. Compensatory Time	22
K. Reimbursement for Unused Personal Leave	23
L. Supervisory Nurses/Nurses.....	23
Article XII Working Conditions During School Days	24
A. Definitions.....	24
1. Preparation Time.....	24
2. Professional Learning Community (PLC).....	24
3. Grading Time	24
B. Working Conditions at School Buildings.....	24

1. Staff Meetings.....	24
2. Uncompensated After-Hours Professional Responsibilities	24
C. Working Conditions in the Classroom.....	24
1. Consideration in Assigning Students	24
2. Secondary Class Loads	24
3. Combination Classes.....	25
D. Preparation Time	25
1. Secondary and Departmentalized Middle Schools.....	25
2. Elementary Schools	25
3. Specialists	25
4. Past Practice	25
E. Professional Learning Communities (PLC)	25
F. Instructional Hours.....	26
1. Instructional Day.....	26
2. Duties.....	26
3. Secondary Instructional Periods.....	26
4. Secondary Class Preps	26
5. Travel and Planning Time.....	26
G. Special Education.....	26
H. Drug Testing of Bargaining Unit Members.....	27
I. I. Electronic Surveillance	27
J. J. Health and Safety.....	27
Article XIII Insurance Benefits.....	28
A. Medical, Dental and Vision Insurance	28
1. Insurance Plan	28
2. District Contribution.....	28
3. Insurance Waiver Option	28
B. Health Insurance Fund	28
C. Termination Benefits.....	28
D. Benefits During Leave	28
Article XIV Retirement Benefits.....	29
A. Retirement Eligibility	29
B. Retirement Benefits.....	29
1. Retirement Benefit 1	29
2. Retirement Benefit 2	29
C. Carrier Coverage	29
D. D. 403 (b).....	30
Article XV Job Sharing.....	31
A. Description	31
B. Compensation.....	31
C. Accrual of Seniority	31
Article XVI Extra Compensation	32
A. General Provisions	32
1. Extra Compensation Schedule	32
2. Use of Extra Comp Hours.....	32
3. Additional Compensation	32
4. Grandfathered Positions	32
5. Extended Season Compensation	32
6. Pooled Days	33
B. Assignment of Extra Comp Positions.....	33
C. Resignation From Extra-Curricular or Responsibility Positions	33
D. Posting.....	34
E. Evaluation	34
F. Movement on the Extra Comp Schedule	34
G. Extra Compensation Position Substitutes.....	34
Article XVII Continuing Professional Development	35
Article XVIII Joint Committees.....	36
A. Educational Support Time Committee	36
B. Insurance Committee.....	36

C. Extra Compensation Committee37
D. Evaluation Committee.....37
E. Labor Relations Committee..... 37
Article XIX Duration of the Contract38
 A. Term38
Signature Page40
Appendix A42
Appendix B.44
Appendix C46
Appendix D53

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

THIS AGREEMENT is entered into this 1st day of July, 2017, 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 I 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 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 II Recognition

Article II 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 VIII 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 III Association Rights and Responsibilities

Article III 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, fair share fees and endowment funds collected and a computer printout of bargaining unit members. The District shall also provide, on a monthly basis, a check to the OEA for the remainder of professional dues.

2. Dues and Fair Share

- a. Since Oregon Law requires the Association to represent all persons in the bargaining unit regardless of membership in the Association, the following provisions are agreed to insure that the cost of representation is borne equally by all persons in the bargaining unit.
- b. Employees are not required to be members of the Association; however, for all employees in the bargaining unit during the contract period who are not Association members, the District will deduct the same amount each month as Association members. Fair share employees shall recover any dues in excess of the fair share amount based upon MEA/OEA procedures.
- c. The District will deduct or check-off from the wages of all bargaining unit members for payment of dues to the Association if authorized in writing by such bargaining unit member. Such money will be forwarded to the OEA. However, any bargaining unit member may revoke such authorization in writing.
- d. The District will honor dues deduction authorization executed by existing bargaining unit members in favor of the Association.
- e. 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 Article III 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 his/her designee, the District agrees to furnish the Association 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 Mail Boxes

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;

Article III Association Rights and Responsibilities

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 are after students are dismissed, prior to student arrival or during bargaining unit members' lunch periods;
- b. The representative reserves the building space using building scheduling procedures; 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.

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 IV District Management Obligations

Article IV District Management Obligations

A. Professional Development Funds

1. The sum of \$50.00 per bargaining unit member will be allotted for in-service use in each contract year and distributed to building Principals 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 Principal 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.

B. School Site Councils

1. School Site Councils established by the District shall adhere to state laws, school board policies (IFCA, IFCA-AR), 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 21st 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 V Grievance

Article V 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.
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.
6. "Association" - Any 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.

B. General Provisions

1. Participants

- a. A grievant has a right to representation of his/her own choosing at each step of the grievance procedure.
- b. If any member of the Association's Grievance Committee is a party to an individual rather than a group grievance, he/she 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 the informal level to the Human Resource Director. 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 work day or at other times which do not interfere with assigned duties unless mutually agreed upon.

Article V Grievance

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, he/she/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 his/her grievance with his/her 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.

2. Step Two: Formal Meeting with Supervisor

- a. If the grievant is not satisfied with the disposition of his/her informal meeting with the supervisor, he/she, or the Association's representative with his/her consent, may file a written grievance with his/her immediate supervisor (who has administrative authority to act) after two (2) days, but within five (5) days following the Step One meeting. 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.
- b. The immediate supervisor shall communicate his/her decision in writing to the grievant and the Association within five (5) days of receipt of the written Step Two grievance.
- c. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the grievant, if he/she is not satisfied with the decision of the immediate supervisor, 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, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, whichever is sooner, the Association may submit the grievance to arbitration in writing within twenty (20) days.
- b. Within ten (10) days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State Conciliation Service by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

Article V Grievance

- c. The arbitrator so elected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator shall have initial authority to determine whether or not the dispute is arbitral, and once so determined, he/she shall proceed to determine the merits of the dispute. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. The arbitrator shall have no authority to amend, modify, alter, add to, or subtract from this Agreement unless the District and the Association agree to give him/her specific authorization to do so. He/she shall confine himself/herself to the precise issues submitted for arbitration. The arbitrator shall have no authority to limit or interfere with the powers, duties, and responsibilities of the District under applicable law and the rules and regulations thereof having the force and effect of law. He/she shall be bound by the principles of law relating to contract interpretation followed by Oregon courts. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.
- d. 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 equally by the District and the Association. Any other expense incurred shall be paid by the party incurring same.
- e. 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.
- f. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.

Article VI Bargaining Unit Member Rights

Article VI 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, no contract teacher shall be non-extended without opportunity for an impartial third party hearing. A request for a review must be made by the contract teacher within fifteen (15) days of receipt of the written notice of non-extension 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 as of May 24, 1999. Per the contract between the Medford School District and Medford Education Association, July 1, 2016 - June 30, 2017 Association and the District agree that sections (c) and (d) of Article V D 4 shall also be in effect for this section of the contract.

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 as of May 24, 1999. Per the contract between the Medford School District and the Medford Education Association, July 1, 2013 – June 30, 2016, Association and District agree that section (c) and (d) of Article V.D(4) shall also be in effect for this section of the contract.

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 contract 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.

Article VI Bargaining Unit Member Rights

4. Copies of the evaluation report referenced in the District's Evaluation Manual will be given to the bargaining unit member prior to being forwarded to the Human Resource office. The bargaining unit member will sign the evaluator's copy acknowledging receipt of the bargaining unit member's copy.
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 his/her 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.
8. The Association shall be notified five (5) days prior to the signing of a Program of Assistance for Improvement by an Association member. This notification will consist of a phone call to the Association office followed by a letter of intent. If the bargaining unit member does not want the Association involved the bargaining unit member will sign a form to that effect. This form will be attached to the Program of Assistance for Improvement.
9. If the District is required to report member's 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 Sections C.7 - C.9 of this Article apply specifically to teachers, 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 15th and the retirement notice is 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 in situations involving Programs of Assistance for Improvement and discipline, and following investigations which might 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 him/her and under his/her 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. A bargaining unit member may reply in writing to anything contained in his/her file and said reply shall be included in the file.
3. Each supervisor may maintain an unofficial working folder to assist him/her in his/her supervisory responsibilities; however, said unofficial working folder will be cleansed yearly of material more than three (3) years old.
4. Upon request a bargaining unit member may inspect the unofficial working file maintained by the supervisor.

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 his/her performance as 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.

Article VI Bargaining Unit Member Rights

H. Complaints Made Against a Bargaining Unit Member

Any complaint regarding a bargaining unit member made to his/her supervisor or other person in authority above him/her 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. The foregoing shall have no application to complaints of such a nature that they might result in institution of suit or action either civil or criminal in nature, against the bargaining unit member or the District.

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 he or she represents on the issue is a personal stand and is to emphasize that his/her 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 consulting with the teacher.

Article VII Vacancies, Transfers, and Assignments

Article VII 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 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 current 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, 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.
5. Bargaining unit members who, are asked after August 15 of any given year, to change teaching assignments or grade level shall be provided up to three (3) paid days to prepare their rooms, curriculum, etc., if the change occurs prior to the first day of service, or up to three (3) days of substitute time if the change occurs after classes begin. The number of days will be determined by the District based on a work plan prepared by the teacher. Funds, if any, necessary to prepare the new classroom shall be determined by the building Principal based on the work plan and other input from the bargaining unit member.

Article VIII Layoff

E. 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 VIII Layoff

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 annually. 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. **Reduction in Force:** Reduction in force 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.
5. **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 reduction in force, the Superintendent will provide the Association with a list showing the seniority, as defined in this Article, of each bargaining unit member.

D. Order of Layoff

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 employees to be retained hold the proper license to fill the remaining position(s).
 - b. The seniority of the employees to be retained, and
 - c. The competence of an employee being retained if the Board desires to lay off another teacher with greater seniority.
2. After D.1. 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.
3. Retired employees, who are contracting out their services to the District, will have no rights under Article VIII, and will be terminated first should a reduction in staff be necessary, unless no current bargaining unit members possess the correct licensure.

Article VIII Layoff

E. 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.

F. 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. At the time of layoff, the bargaining unit member will provide the District with the address to which recall notices should be sent. 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, he/she 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.
5. Employees covered by this Article will be given consideration for substitute work for which they are qualified; substitute work will not affect employees' recall rights.

G. 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.

H. 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 IX School Calendar and Work Year

Article IX 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 will consult with the Association President, or his/her 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.
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 school work year for bargaining unit members shall be within the confines of the school calendar and shall not exceed one hundred ninety (190) days, including not more than one hundred seventy-seven (177) days when pupils are in attendance. Days may be added at a per diem rate. The District will assure the agreed COLA in Article XIA for the selected year is added prior to adding the days. It is agreed that if the days are added the status quo for the calendar will remain one hundred ninety (190) days.
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 work day 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 XH (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 there will be two (2) hours of grading time provided 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 prior to the beginning of the school year for bargaining unit members to work in their classrooms.
6. 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.

Article X Leaves of Absence

Article X Leaves of Absence

A. Paid Leaves of Absence

1. Sick Leave

Members of the bargaining unit who are absent because of personal or family 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. Members of the bargaining unit shall be granted ten (10) days sick leave during each school year. In the case of bargaining unit members who begin service after the commencement of the school year, sick leave shall be credited on the first day of active service and shall consist of one (1) day for each payroll month remaining in the school year.
- b. Sick leave days may be accumulated by probationary and permanent bargaining unit members only if not used in the year for which granted. Total sick leave which can be accumulated by any bargaining unit member under this Agreement for sick leave shall be unlimited.
- c. A position fitting the bargaining unit member's qualifications will be available upon return.
- d. At District option, sick leave in excess of five (5) consecutive work days shall be allowed upon certificate of the bargaining unit member's attending physician or practitioner that the illness or injury prevents the bargaining unit member from working.

2. Family Illness

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. Family illness leave may also be used in the case of the illness of other persons provided they are living in the home of the bargaining unit member. This leave shall be in addition to and separate from sick leave except as herein above limited. Family illness leave is non-cumulative. "Relative" is defined as spouse, domestic partner, child, grandchild, parent, brother, sister, grandparent, aunt, uncle, niece or nephew.

3. Maternity, Paternity, and Child Care Leave

If an employee or spouse/same sex domestic partner of an employee needs to take maternity, paternity, parental, and/or sick child leave, the employee may contact the Human Resources Department or UniServ Consultant to ensure understanding of the employee's full rights under this language and the law.

- a. Employees will use accrued sick leave as well as Family Leave as wage replacement for serious medical conditions such as pregnancy to care for a family member or sick child, post-partum recovery, miscarriage, parental leave, and/or other reasons allowed under the law.
- b. 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.
- c. 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.
- d. The above provisions will be available for the adoption or foster care of a new child, including any time prior, to effectuate the process.

4. 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 his/her accumulated sick leave; or
- b. Elect to receive Worker's Compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of Workers' Compensation benefits received and his/her 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 he/she receives \$50 per day in benefits, he/she may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Worker's Compensation benefits terminate.

Article X Leaves of Absence

5. Bereavement Leave

- a. Each bargaining unit member who is absent because of a death of a relative or close associate shall be permitted two (2) 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 two (2) days shall be charged first to personal leave and then to family illness. Bereavement leave shall not accumulate.
- b. 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.
- c. District paid bereavement leave shall run concurrently with OFLA bereavement leave.

6. Personal Leave

- a. Any regular member of the bargaining unit may take up to three (3) days of personal leave each school year. The total of three (3) days per school year may be taken for religious holidays, personal business, court appearances, and emergency conditions preventing the bargaining unit member from reporting to work.
- b. Notification Procedures: The bargaining unit member will notify the supervisor of an intention to use personal leave. When personal leave is needed because of emergency conditions, the supervisor will be notified as soon as possible by telephone or other such means as may be available to the bargaining unit member.

7. 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.

8. 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, he/she is 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 he/she 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.

Article X Leaves of Absence

- 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. Personal 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. 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.

Article X Leaves of Absence

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 XI Basic Compensation

Article XI Basic Compensation

A. Salary Determination

1. 2017-19

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

2017-2018 1% (one percent)

2018-2019 1% (one percent)

The Licensed Teacher salary schedule is attached as Appendix A.

Bargaining unit members shall receive a one-time \$500 stipend if the bargaining unit ratifies this Agreement prior to June 30, 2017. The District shall issue the \$500 stipend in a separate check to bargaining unit members within ten business days following ratification and signing of the new Master Agreement. The stipend shall be pro-rated for teachers working less than 1.0 FTE.

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

The Licensed Specialist Schedule is referenced in Appendix B. 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 his/her 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

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%).

Article XI Basic Compensation

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 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. 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.
4. 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.
5. 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.
6. 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 he/she was 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 exceed 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.

Article XI Basic Compensation

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, car pools 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
- b. accrual shall be unlimited.

Article XI Basic Compensation

- 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 XII Working Conditions During School Days

Article XII 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. Efforts shall be made at each building to protect the preparation time. Because other professional responsibilities exist (e.g. student staffing, 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 is for collaboration amongst teachers regarding student data and instructional practices aligned with PLC principles.
3. **Grading Time** is teacher driven to produce mid-quarter progress reports and quarterly grades.

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.
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 per year. It is further understood that for high school staff members, high school graduation is required and is one of those four 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 requiring an IEP shall be distributed equitably among classrooms at that grade level or subject area. Students may be clustered for specially designed instruction in a content area and Special Education staff will be provided. No classroom shall have more than 50% of students on IEPs when clustering for specially designed instruction.
 - b. After initial classroom placements are made the Principal will consult with the teacher(s) before changes are made.
 - c. When assigning students to non-standard classrooms, consideration will be given to the number of work stations in the room (e.g., Home Ec, shop classes, Computers).
2. **Secondary Class Loads**
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 work load. Notice of resolution will be sent to the Association building representative.

Article XII Working Conditions During School Days

3. **Combination Classes**

When determined by the District 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; and
- h. if possible, not assign new to the profession teachers to teach a combination classroom.

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 schedule(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 three hundred (300) minutes based on a five (5) day week including specialist time as provided. 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 specialists. Unscheduled Wednesday early release time will be used for teacher preparation and planning.
- b. An elementary bargaining unit member will receive preparation time whenever his or her students are assigned to a specialist and will not be required to supervise students during specialist classes. 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 the specialist.

3. **Specialists**

All specialists shall be provided planning time or comparable, alternative schedules suitable to the Association and District.

4. **Past Practice**

Any established past practice that violates the contract and/or negatively impacts preparation time or planning 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 except in weeks in which protected mid-quarter grading time is scheduled.

Article XII Working Conditions During School Days

F. Instructional Hours

1. Instructional Day

The regular instructional day for bargaining unit members shall not exceed 1,500 minutes per week for grades 7-12. Grades 4-6 shall not exceed 1,650 minutes per week (less available specialist time). Grades K-3 shall not exceed 1,500 minutes per week (less available specialist time).

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 9-12 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. Within the confines of licensure requirements and the needs of the master schedule, 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. Special Education

1. Each self-contained special education classroom will have at least one dedicated and trained six-hour assistant.

2. Resource Instructional Support

a. Elementary resource classes with twenty-five (25) or fewer students will have at least three (3) hours of dedicated and trained assistant time.

b. Elementary and middle school resource classes with caseloads of 26-40 students will have at least one dedicated and trained six-hour assistant.

c. High school resource classes will share one dedicated and trained six-hour assistant.

d. Elementary and middle school resource classes with more than 40 students will receive additional assistant time, based on class needs, as appropriate.

3. Special education 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 or guaranteed a minimum of sixty (60) minutes a week, whichever is greater for completing special education requirements such as student assessment, evaluation, and paperwork.

4. Resource Caseloads

a. Resource IEP caseloads shall be limited to thirty-five (35) at the elementary level and 40 at the secondary level. IEP duties in excess of the limits will be assigned to an IEP case manager (See attached Appendix D).

5. All licensed special education staff will have two extended contract days, the day before and after contract days, to complete case management duties.

6. Caseloads of special education staff who are not classroom teachers (e.g., assessment and evaluation team, behavior support team, and SLPs) will have caseload assignments developed based on student needs and will be consulted prior to final assignments.

7. Special education staff assigned to more than one school will not be required to serve on building-level committees.

8. Case Managers who do not have IEP Specialist support will be provided up to two (2) half days, if requested, to manage required, legal paperwork.

Article XII Working Conditions During School Days

H. 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.

I. 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.

J. 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.

Article XIII Insurance Benefits

Article XIII 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 term of this Agreement aligned with the Oregon Educator's Benefit Board's (OEBB's) current Birch, Cedar, and Evergreen plans. 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.
 - 2017-2018 and 2018-2019 Plan Years

The District shall cover 90% of each employee's monthly premium.

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.

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.

Article XIV Retirement Benefits

Article XIV 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, 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, 2017 and June 30, 2018 – Up to four (4) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less.
 - ii. Retire between July 1, 2018 and June 30, 2019 – Up to three (3) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less.
 - iii. Retire between July 1, 2019 and June 30, 2020 – Up to two (2) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less.
 - iv. 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 allowable by the IRS.
3. The district will issue individual retirement contracts for all eligible employees per Article XIV.A.

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.

Article XIV Retirement Benefits

D. 403(b)

For members hired on or before July 1, 2006, for the period July 1, 2014 through June 30, 2015 who establish a 403(b) account, the District will match the member's contribution to such account up to \$50 per month up to a maximum of \$600 a year. For the period July 1, 2017 through June 30, 2019, the District will match the member's contribution to such account up to \$75 per month for a maximum of \$900 a year.

For members hired after July 1, 2006, for the period July 1, 2017 through June 30, 2019 who establish a 403(b) account, the District will match the member's contribution to such account up to \$25 per month up to a maximum of \$300 a year.

The match program is for the duration of this contract only.

Article XV Job Sharing

Article XV Job Sharing

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.

Article XVI Extra Compensation

Article XVI 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 work day 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)

Article XVI Extra Compensation

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.

Article XVI Extra Compensation

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 work day for bargaining unit members shall be posted at the beginning of the next school year (first work day). 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 his/her 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 his/her activity, he/she shall receive no less compensation than received in his/her 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 XVII Continuing Professional Development

Article XVII 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 his/her 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.

Article XVIII Joint Committees

Article XVIII 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 IEP and ELL students.
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).
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.
8. The decisions of the Educational Support Time Committee and the application of the language in this section are not subject to the grievance procedure.

B. Insurance Committee

1. The District Insurance Committee will consist of one (1) but not more than three (3) representatives from each employee group (licensed, classified, administrative and confidential). 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 District Health Insurance Fund account bank statements, the amount of the District contribution, the amount of the employee contribution, 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 have a vote. All recommendations will go to the school board with the vote tally. The School Board will adopt, not adopt or send the recommendation back for reconsideration with a deadline. Benefit levels may be changed to better meet the needs of employees.

Article XVIII Joint Committees

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. Each committee member will have a vote. All recommendations will go to the Superintendent with the vote tally. The Superintendent will accept, not accept or send the recommendation back for reconsideration with a deadline.

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 II-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 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.

Article XIX Duration of the Contract

Article XIX Duration of the Contract

A. Term

This Agreement will be effective as of July 1, 2017, and expire on June 30, 2019. This Agreement may be extended by mutual consent of both Parties.

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Signature Page

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

MEDFORD SCHOOL DISTRICT 549C

MEDFORD EDUCATION ASSOCIATION

By: *Loren Stauchick*
Board Chair

Troy Bamezoy
Association President

By: *Paul Stueck*
Superintendent

Sandy Holman
Negotiations Chair

6/19/17
Date

6/19/17
Date

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Appendix A-1

2017-2018

Licensed Salary Schedule

Add 1% to the current schedule

<u>Years</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>BA+75</u>
0	37,675	38,956	40,280	41,649	43,065	44,530
1	38,956	40,280	41,649	43,065	44,530	46,044
2	40,280	41,649	43,065	44,530	46,044	47,609
3	41,649	43,065	44,530	46,044	47,609	49,228
4	43,065	44,530	46,044	47,609	49,228	50,902
5	44,530	46,044	47,609	49,228	50,902	52,633
6	46,044	47,609	49,228	50,902	52,633	54,423
7		49,228	50,902	52,633	54,423	56,273
8		50,902	52,633	54,423	56,273	58,186
9			54,423	56,273	58,186	60,165
10			56,273	58,186	60,165	62,210
11				60,165	62,210	64,325
12				62,210	64,325	66,512
13					66,512	68,773
14					68,773	71,111

Masters Degree: \$ 1,884

Doctorate Degree: \$ 3,768

Increment: 0.034

Appendix A-2

2018-2019

Licensed Salary Schedule

Add 1% to the current schedule

Years	BA	BA+15	BA+30	BA+45	BA+60	BA+75
0	38,052	39,345	40,683	42,066	43,496	44,975
1	39,345	40,683	42,066	43,496	44,975	46,504
2	40,683	42,066	43,496	44,975	46,504	48,085
3	42,066	43,496	44,975	46,504	48,085	49,721
4	43,496	44,975	46,504	48,085	49,721	51,411
5	44,975	46,504	48,085	49,721	51,411	53,159
6	46,504	48,085	49,721	51,411	53,159	54,967
7		49,721	51,411	53,159	54,967	56,836
8		51,411	53,159	54,967	56,836	58,768
9			54,967	56,836	58,768	60,766
10			56,836	58,768	60,766	62,832
11				60,766	62,832	64,968
12				62,832	64,968	67,177
13					67,177	69,461
14					69,461	71,822
	<u>Masters Degree:</u>		\$	1,903		
	<u>Doctorate Degree:</u>		\$	3,805		
	<u>Increment:</u>			0.034		

A-2 of 2

Appendix B-1

2017-2018

Licensed Specialists Salary Schedule

<u>Years</u>	<u>New Scale</u>
0	51,089
1	52,826
2	54,622
3	56,479
4	58,399
5	60,385
6	62,438
7	64,561
8	66,756
9	69,025
10	71,373
11	73,800
12	76,309
13	78,903
14	81,586

Masters Degree: \$ 1,884

Doctorate Degree: \$ 3,768

Increment: 0.034

Appendix B-2
2018-2019
Licensed Specialists Salary Schedule

<u>Years</u>	<u>New Scale</u>
0	51,600
1	53,354
2	55,168
3	57,044
4	58,983
5	60,989
6	63,063
7	65,207
8	67,424
9	69,716
10	72,086
11	74,538
12	77,072
13	79,692
14	82,402

<u>Masters Degree:</u>	\$ 1,903
<u>Doctorate Degree:</u>	\$ 3,805
<u>Increment:</u>	0.034

**Appendix C
Extra Curricular
Compensation Schedule**

GRANDFATHERED POINTS Rate-82.26/Points (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.)			POSITION	% OF BASE SALARY (for 0-2 years experience 3+ years experience is 15% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
EXPERIENCE:			ATHLETICS		
0-2 Years	3-5 Years	6+ Years			
33	34	35	Baseball - Boys Head Coach varsity Assitant Coach J.V. Coach Frosh Coach	12.S 9.5 9.5 8.5	
19	20	21	Basketball - Boys Head Coach Varsity Assitant Coach J.V. Coach Soph Coach Frosh Coach MTddle School Head Coach 7th/8th grade Coach	16.S 10.S 10.S 8.5 8.5 7.5 5.5	
19	20	21	Basketball- Girls Head Coach Varsity Assistant Coach J.V. Coach Frosh Coach Middle School Head Coach 7th/8th grade Coach	16.S 10.5 10.S 8.5 7.5 5.5	
			Cross Countel" Boys\Girls Head Coach Varsity Assistant Coach Middle School Head	10.S 8.5 6.5	
19	20	21	Football- Boys Head Coach Head Assistant Varsity Assistant Frosh Coach Frosh Assistant Coach Middle School Head 7th/8th grade Coach	16.5 12.5 10.S 9.5 8.5 7.5 5.5	
			Golf - Head Golf	10.5	
			Soccer - Boys Head Coach varsity Assistant J.V.Coach	12.5 9.S 9.5	

Appendix C
**Extra Curricular
 Compensation Schedule**

GRANDFATHERED POINTS Rate-82.26/Points (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.)			POSITION	% OF BASE SALARY (for 0-2 years experience 3+ year, experience is 5% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
EXPERIENCE: 0-2 Years	3-5 Years	6+ Years			
			Soccer - Girls Head Coach Varsity Assitant J.V. Coach	12.5 9.5 9.5	
			Softball -Girls Head Coach Varsity Assistant Coach J.V. Coach	12.5 9.5 9.5	
			Swimming - Head Coach	10.5	
			Tennis- Boys/Girls Head Coach	10.5	
			Track -Boys/Girls Head Coach Head Assistant Coach Varsity Assistant Track Coach Middle School Head Coach 7th/8th grad Coach	12.5 10.5 9.5 9.5 7.5 5.5	
			Volleyball - Girls Head Coach Varsity Assistant Coach J.V. Coach Soph. Coach Frosh Coach Middle School Head Coach 7th/8th grade Coach	12.5 9.5 9.5 8.5 8.5 7.5 5.5	
25	26	27	Wrestling Head Coach Varsity Assistant Coach J.V. Coach Frosh Coach Middle School Head Coach 7th/8th grad Coach	12.5 9.5 9.5 8.5 7.5 5.5	

Appendix C
Extra Curricular
 Compensation Schedule

<u>GRANDFATHERED POINTS</u> Rate-82.26/Points (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.)			POSITION	% OF BASE SALARY (for 0-2 years experience 3+ years exper. is 18% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
EXPERIENCE:					
0-2 Years	3-5 Years	6+ Years	ATHLETIC-RELATED		
			Drill/Dance Team	9.5	
			Flag Team	5.0	
			<u>Rail Squad</u>		
			Head	12.5	
			Assistant	9.5	
			Frosh	5.0	
			Middle School	5.0	
			<u>Athletic Trainer (per season)</u>		
			Fall	11.5	
			Winter	11.5	
			Spring	11.5	
			<u>Weight Coach (per season)</u>		
			Fall	8.5	
			Winter	8.5	
			Spring	8.5	
			Summer	8.5	
			<u>Supervision (per season)</u>		
			Fall-Middle School	2.5	
			Winter-Middle School	2.5	
			<u>Athletic Event</u>		
			Manager-High School	8.0	

Appendix C
Extra Curricular
Compensation Schedule

<u>GRANDFATHERED POINTS</u> Rate-82.26/Points {This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) EXPERIENCE: 0-2 Years 3-5 Years G+ Years			POSITION	% OF BASE SALARY (for 0-2 years experience 3+ years exper. is 6% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
SPECIAL ACTIVITIES					
			Audio Visual Middle School	9.5	118+
			Elementary	9.5	118+
			Class Advisor Senior	5	62+
			Junior	5.0	62+
			Soph	3.5	44+
			Frosh	3.5	44+
			Drama -Secondary Head	12.5	150+
			Assistant	3.5	44+
			High School Musical	4	49+
14	15	16	Elem. Administrative Assistant	3.5	44+
			Safety Patrol-Elementary	3.5	44+
			Student Council High School	7.5	9. +
			Middle School	3.5	44+
			Elementary	3.5	44+
			DeQartment Coord.- Middle Sch	7.5	93+
			Division Leader - Hi12h School	9.5	118+
			Team eader - Mccloughlin	7.5	93+
			Team Re12representative - Hedrick	4.5	56+
19	20	21	Planetarium Director	5	62+
			Lead Teacher - High School	4	49+

Appendix C
Extra Curricular
Compensation Schedule

<u>GRANDFATHERED POINTS</u> Rate-82.26/Points (This section applies to those who held positions during the 1993 - 94 contract year unless otherwise indicated.)				POSITION	% OF BASESALARY (for 0-2 years experience 3+ years exper. is 18% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
EXPERIENCE:		0-2 Years	3-5 Years	6+ Years		
CLASSROOM-RELATED ACTIVITIES						
<u>Arts & Crafts</u>						
12	13	14		Secondary	eliminated	
6	7	8		Middle School	eliminated	
9	10	11		Special Ed Site-Based	2.5	18+
				Education Resource	2.5	18+
				Psychologist/Behavior Spec.	2.5	18+
				Speech Clinicians	2.5	31+
				3rd Party Billing { Must have	0.75	9+
44	45	46		Music - Band	19	245+
9	10	11		Secondary		
N/A	N/A	N/A		Secondary Asst.	9.5	118+
N/A	N/A	N/A		Middle School	3	37+
15	16	17		Middle School Asst.	0.75	9+
13	14	15		Middle School "A"	N/A	
6	7	8		Middle School "B"	N/A	
				Middle School Stage	N/A	
				Elementary (per school)	0.32	3+
				Elem. Honor Band - per participating teacher	\$100/assignment	N/A
19	20	21		<u>Music - Orchestra</u>	1.5	18+
4	5	6		Secondary	eliminated	
13	14	15		Secondary Asst.		
				Middle School	1.5	18+
				Elementary (per school)	0.32	3+
				Elem. Honor Band - per participating teacher	\$100/assignment	N/A
44	45	46		Music-Vocal	12.5	150+
44	45	46		Music Program Supervisor		
24	25	26		Secondary	12.5	150+
7	8	9		Middle School	2	25+
N/A	N/A	N/A		Elementary (entire school inc. chorus)	1.5	18+
N/A	N/A	N/A		Elem. - chorus in 2nd school	0.45	5+
N/A	N/A	N/A		Elem. - each grade in 2nd school	0.15	1+
N/A	N/A	N/A		High School Musical (vocal only)	4	49+
				Annual	9.5	118+
				Secondary		
				Middle School	5	62+

Appendix C
Extra Curricular
Compensation Schedule

GRANDFATHERED POINTS Rate-82.26/Points (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) EXPERIENCE:					POSITION	% OF BASE SALARY (for 0-2 years experience 3+ years exper. is 15% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
0-2 Years	3-5 Years	6+ Years					
17	18	19			Publications High School Newspaper Middle Sch. Journalism	9.5 5.0	118+ 62+
					Forensics (formerly Speech/Debate) Forensics Coach Forensics Business Manager	9.5 9.5	118+ 118+
36 16 6 12	37 17 7 13	38 18 8 14			Technical Arts H.S. Print Shop (Sec-Printing) Sec. Woods/Metals/Machines/Auto Electricity Graphics Sec. - Construction/Drafting Jr. High - Woods/Metals	6.5 Eliminated Eliminated Eliminated	80+
					Voc. indus. Groups of America	7.5	93+
					Dist. Educ. Group 12 of America	7.5	93+
					Future Business Ldrs. of America	7.5	93+

**Appendix C
Extra Curricular
Compensation Schedule**

GRANDFATHERED POINTS Rate-82.26/Points (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) EXPERIENCE: 0-2 Years 3-5 Years 6+ Years			POSITION	% OF BASE SALARY (for 0-2 years experience 3+ years experience is 10% more than 0-2 yr. amount)	HOURS (FOR CO-CURRICULAR POSITIONS ONLY)
SUPPORT SERVICES					
			Counselor High School	7.5	93+
			Middle School	7.5	93+
			Elementary	5.5	68+
			Dean Secondary	16.5	205+
			Middle School	12.5	150+
			Elementary	N/A	
29	30	31	Media Specialist	eliminated eliminated	
14	15	16	Secondary		
N/A	N/A	N/A	Middle School		
			Elementary	N/A	
			Secondary Activities/Athletics		
			H.S. Bldg. Athletics	23.5	330+
			H.S. Bldg. Athletics	12.5	150+
			Scholarship	7.5	93+

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 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 of 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 instruction/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.

- o 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.
- o 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