

Counter Proposal #1  
Medford School District Licensed Negotiations  
April 12, 2006

**Medford School District**  
**and**  
**Medford Education Association**

~~1999-2006~~ 2006-2009

**Agreement**

**Medford Licensed Negotiations  
District Counterproposal #1  
April 12, 2006**

**Summary of District Counterproposal #1:**

Article 1	Term of Contract:	Three years 2006-2009 (economic re-opener in year 3 [2008-2009] on salary & insurance).
Article 2:	Recognition	Clarifies that classified staff are excluded from the bargaining unit.
Article 3	Status of Agreement	Costs of collective bargaining are borne by each party.
Article 5	Employee Rights	Adds definition of discipline to just cause protections.
Article 9	Assoc. Rights	Adds the legally required restrictions to use of Association leave.
Article 11	RIF	Clarifies that any appeal of a layoff is through the contract's grievance procedure to binding arbitration.
Article 17	Basic Compensation	1.5% increase to the salary schedule in year one and year two. Step increments frozen for years one and two. Reopen for salary negotiations in year three.
Article 18	Sch. Working Conditions	Adds language to continue teacher involvement in the assignments of classroom support staff. Example building schedules provided for discussion, based on district proposal. Adds language to seek teacher input in seeking grants.
Article 19	Insurance	\$800 per month contribution in year one; \$850 in year two. Reopen negotiations in year three.
Article 23	Retirement Benefit	Maintains proposal to reduce benefits and sunset program.
New Article	ESEA/NCLB	Adds language to create a labor-management committee to make recommendations regarding NCLB implementation issues.

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**CONTRACT BETWEEN  
THE MEDFORD EDUCATION ASSOCIATION**

**AND**

**SCHOOL DISTRICT NO. 549C  
JACKSON COUNTY, OREGON**

THIS AGREEMENT entered into this 1st day of July, ~~1999~~, by and between the MEDFORD EDUCATION ASSOCIATION, hereinafter called the "ASSOCIATION", and SCHOOL DISTRICT NO. 549C, JACKSON COUNTY, OREGON, hereinafter called the "DISTRICT."

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I - CONTRACT DURATION AND CONDITIONS**

A. TERM

This agreement will be effective as of July 1, ~~1999~~2006, and expire on June 30, 2004~~9~~. This agreement may be extended by mutual consent of both parties. ~~The term of the contract shall be extended for two years. The agreement will now expire on June 30, 2006~~9~~. The parties will reopen negotiations under ORS 243.712 for economic provisions (Article XVII Basic Compensation and Article XIX Insurance) for the 2008-2009 school year.~~

B. CONTRACT CONDITION

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 and the parties shall utilize ORS 243.698 except that the period of negotiations shall be 150 calendar days.

C. 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 Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision~~ In the event that any words or sections of this agreement shall, at any time, be declared invalid by any court of competent jurisdiction, by ruling of the ERB, by statute or constitutional amendment, or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the Agreement shall be reopened for expedited negotiations.

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D. JOINT PRESENTATION

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

## ARTICLE II - ASSOCIATION AND DISTRICT RIGHTS

- A. The District recognizes the Association as the sole and exclusive bargaining representative for all Licensed bargaining unit members employed ~~or to be employed~~ by the District excluding, ~~however,~~ substitute teachers, substitute nurses, confidential and supervisory personnel, classified staff 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 exceeds forty-five (45) working days "temporary teachers" will be employed. Temporary teachers shall not be subject to the provisions of Article XI Reduction in Force of this ~~a~~Agreement and have no contractual rights to a job after the return of the regular ~~employee~~bargaining unit member who they are replacing or after the contract expires, whichever occurs first.
- B. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be subject to the contract grievance procedure either expressly or by implication.
- C. 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 - STATUS OF AGREEMENT

- A. This agreement contains the entire agreement of the parties.
- B. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.
- C. There shall be two signed copies of the final agreement, one to be retained by the District and one by the Association.
- D. Regarding any modifications of this agreement, the District and the Association will make every effort to conclude negotiations by May so as to coincide with the District action on the operating budget for the next succeeding fiscal year. For a successor agreement the parties shall exchange initial proposals by December, 2008.
- E. The costs of bargaining and administering this agreement shall be borne by the party incurring the costs.

**[Bargaining Note:** It should be noted that Article XXV Fair Share is an assessment to defray the cost to the union for services as exclusive representative in negotiations and contract administration so that these costs are “ borne equally by all persons in the bargaining unit.” It should also be noted that the District has granted paid leave to the union pursuant to Article IX Association Rights, section (I) of 25 days per year.]

## ARTICLE IV - CONTRACT MAINTENANCE

A. 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 ~~until after June 30, 2004~~ 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 ~~employees in~~ members of the bargaining unit by the district as a consequence of any dispute arising during the period of this agreement.

B. 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, ~~during its duration,~~ shall be controlling.

C. PROBLEM SOLVING - PRE-GRIEVANCE

Representatives of the District and MEA may meet upon request of either party in order to resolve a problem without proceeding through the grievance procedure. Grievance procedures and timelines will be retained, should either party choose to invoke the provisions of Article IV.

D. GRIEVANCE PROCEDURE

SECTION I - 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. "~~Aggrieved~~ Grievant" is the person(s) ~~or persons~~ who has ~~or have~~ the grievance and is ~~or are~~ presenting the complaint, also referred to as the Complainant.
3. The "Party in Interest" is either the person(s) ~~or persons~~ making the complaint or the person(s) ~~or persons~~ against whom the complaint is made.
4. "Consultant" is the ~~one~~ person who advises either party in interest.
5. "Representative" is the ~~one~~ person who may speak for and/or advise a party in interest.
6. "Immediate Supervisor" is the ~~one~~ person who has district administrative or supervisory responsibilities over the ~~aggrieved~~ grievant in the area of grievance as stated in school board policy.
7. The term "days" when used in this article shall, except where otherwise indicated, mean the ~~aggrieved's~~ grievant's working days.
8. "Persons Officially Involved" means the superintendent, his ~~or~~ /her representative

and/or his/her consultant, the ~~aggrieved grievant~~, his or her representative and/or consultant; and witnesses.

9. "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.

## SECTION II - GENERAL PROCEDURES

1. These procedures shall be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum.
2. All parties should complete the procedures by the end of the school year.
3. All ~~p~~Parties in ~~H~~Interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any ~~employee bargaining unit member~~ choosing to use these procedures for resolution of grievance.
5. 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.
6. Failure at any level of this procedure by the ~~aggrieved 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.
7. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files. References to records, such as a summary, should be placed in the appropriate personnel file. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the ~~aggrieved grievant~~ to proceed to the next level.
8. Forms for processing grievances shall be prepared by the superintendent or his/her designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
9. In the course of investigating any grievance, representatives of ~~either the p~~Parties in ~~H~~Interest who need to contact an employee or student in school will contact the building supervisor of the building being visited, ~~and~~ will state the purpose of the visit immediately upon arrival, and secure permission, provided permission shall not be unreasonably withheld.
10. There will be no interruption of classroom and/or other school-sponsored activities during the grievance process.
11. Every effort will be made by all parties to avoid the unnecessary involvement of

students in the grievance procedure.

12. All ~~p~~Parties in ~~H~~Interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.
13. Each grievance must be initiated within fifteen (15) days after the occurrence of the cause for the complaint. However, if the ~~aggrieved grievant~~ did not become aware of the occurrence until a later date, then ~~he/she/they~~ the grievant must initiate action within the fifteen (15) days following knowledge of the cause or when ~~aggrieved 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.
14. Financial responsibility: Each party shall pay any and all costs incurred by said party.
15. The grievance procedure will not be used if a grievant has initiated or has resorted to judicial or quasi-judicial process or proceedings on the same issue or issues in the grievance.
16. If any member of the Association's Grievance Committee is a party in interest 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.

1. LEVEL ONE - THE IMMEDIATE SUPERVISOR

Step One:

The ~~aggrieved 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. This step must be initiated by the grievant in accordance with Section II (13) above.

Step Two:

If the aggrieved is not satisfied with the disposition of his/her grievance, he/she, or the Association's representative with his/her consent, may file a written grievance with his/her immediate superior (who has administrative authority to act) after two (2) days, but within five (5) days following Step One, above. This complaint shall set forth all the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision rendered to be unacceptable. (A copy of the written grievance will be mailed or delivered by the grievant to the Association within one (1) day of its delivery to said principal or supervisor.) Any written notice to the Association under the grievance procedure will be addressed to the Association at 2945 S. Pacific Hwy., Medford, Oregon 97501, or at such other address as the Association shall furnish the District in writing. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the

immediate supervisor, may amend the grievance and appeal in writing to the superintendent.

2. LEVEL TWO - THE SUPERINTENDENT

The Superintendent must hear the appeal within ten (10) days after receiving it. The Superintendent must provide the ~~p~~Parties in ~~I~~nterest and the Association written notice of the time and place of the hearing at least five (5) days prior to the hearing.

- ~~A~~a. Attendance at this hearing shall be limited to persons officially involved, or their representatives. Parties in interest may elect to call witnesses who shall appear individually at the hearing.
- ~~B~~b. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the ~~aggrieved and all other parties present at the hearing~~Parties of Interest his/her written decision, which shall include all supporting reasons known by the Superintendent at the time of making ~~his/her~~the decisions.

3. LEVEL THREE - ARBITRATION

- ~~(a)~~. If the ~~aggrieved grievant~~ is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, ~~he/she/they~~the grievant may request in writing within five (5) days that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the ~~aggrieved grievant(s) person(s)~~.
- ~~(b)~~. Within ten (10) school days after such written notice of submission to arbitration, the Board 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.
- ~~(c)~~. The arbitrator so elected shall confer with the representatives of the Board 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 arbitrable, 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 is violative of 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 Board 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 Board 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 Board and the Association. Any other expense incurred shall be paid by the party incurring same.
- (e). No issue will be arbitrated unless it results from an action or occurrence which takes place from and after July 1, ~~1999~~2006. Any award shall have no force and effect beyond the duration of this Agreement.

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.
- (g). Taking an appeal to arbitration constitutes an election of remedies and is a waiver of any and all rights by the appealing party to litigate or otherwise contest the aggrieved subject matter in any court or other forum except as provided in ORS Chapter 243.
- (h). 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 Personnel 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 level two.

## **ARTICLE V - EMPLOYEE BARGAINING UNIT MEMBER RIGHTS**

### A. JUST CAUSE

No employee bargaining unit member shall be disciplined (e.g., reprimanded in writing, reduced in compensation, or suspended without pay) without just cause. This section shall not apply to the discharge or non-renewal of any employee bargaining unit member.

1. The parties expressly agree that the assignment or reassignment of bargaining unit members, including extra-duty assignments and extended contracts, shall not be subject to the provision contained in Section A herein.

### B. PROBATIONARY TEACHER DISCHARGE

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

### C. CONTRACT TEACHER DISCHARGE

No contract teacher will be dismissed except in accordance with ~~the Accountability for Schools for the 21st Century Law, ORS 342.805~~ state law.

~~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 with fifteen (15) days of receipt of the written notice of non-extension of a contract. The Association and the District agree to follow the process described in Article IV, at 3, Level Three Arbitration, 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. The Association and the District agree that sections (c) and (d) of Article IV, at 3, Level Three Arbitration shall also be in effect for the section of the contract.~~

### D. EVALUATION

1. The ~~primary~~ purpose of evaluation will be ~~the improvement of instruction and a factor in change of job status~~ to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities.
2. ~~Observations of 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 plan of assistance, they will cease observations for the purpose of evaluation. Subsequent observations will not give oral testimony as to such observations. Peer assistance utilizing bargaining unit members will be a voluntary assignment. No witness or document related to the peer assistance or the record of the peer shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher nonrenewal hearing before a school board under ORS 342.835, without the mutual consent of the District and the teacher provided with peer assistance.~~

3. Upon request, bargaining unit members will have the opportunity to discuss the results of the evaluator's observations with their immediate supervisor ~~within ten (10) working days.~~
4. Copies of the evaluation report, ~~Form 49 PE (Revised),~~ will be given to the bargaining unit member prior to being forwarded to the personnel 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 or 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. Performance objectives will be a factor in evaluations where applicable.
9. ~~8.~~ The teacher evaluation process will be developed by the Board in consultation with a committee of school administrators and with teachers. Teachers shall be appointed by the MEA ~~may be reviewed annually when initiated by either party. An Evaluation Committee will be formed consisting of four administrative representatives, and four MEA representatives. Each group will have a chairperson who will serve as co-chair and alternate the chairing of the committee.~~

The committee will be charged with the review of the total evaluation process. ~~Recommendation for change will require two affirmative votes, with each group being allowed one vote. Therefore, any proposal not having the approval of both groups would not take effect. In the absence of agreement between the parties, the current evaluation process, as adopted by the Board of Education on July 17, 1973, and revised August 25, 1987, would remain unchanged.~~

- E. Bargaining unit ~~M~~members ~~will be immediately notified of their~~ shall have the right to association representation in situations involving plans of assistance programs of assistance for improvement and discipline, and following investigations which might result in discipline. Members not desiring representation will make this known in writing, a copy of which will be forwarded to the Association.
- F. The teacher in question may notify the MEA shall be notified five (5) days prior to the signing of a Plan of Assistance by an MEA member at any point in the PAI process. This notification will ~~may consist of a phone call to the MEA office followed by a letter of intent or by an email. If the member does not want the MEA involved, the member will sign a form to that effect. This form will be attached to the plan of assistance.~~

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## ~~ARTICLE VI -- ADULT EDUCATION~~

~~Openings for adult education positions will be posted in each school at least ten (10) days before the position is filled. The ten (10) day limit may be reduced if an emergency exists.~~

## ARTICLE VII - INSERVICE

- A. The sum of \$50.00 per bargaining unit member will be allotted for inservice use in each contract year and distributed to building principals on a per bargaining unit member prorated basis.
- B. Said funds will be allocated and distributed by decision of the staff as approved by the Principal according to the following criteria:
  - 1. Workshops and conferences on subjects within the ~~teachers'~~ bargaining unit members' assignments.
  - 42. Visitations and workshops on subjects in areas needing improvement in the ~~teacher~~ bargaining unit members' performance.
  - 3. Conferences, workshops, or visitations of the teacher's choice, designed to assist the ~~teacher~~ bargaining unit member in the area of professional renewal.

## **ARTICLE VIII - EXCHANGE TEACHERS**

Teacher exchanges with other districts in the United States or with English speaking teachers from foreign countries may be authorized. Teachers 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.

## **ARTICLE ~~IX~~VIII - ACADEMIC FREEDOM**

### A. 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 or her~~his/her performance as employee of the District as determined by the District. The foregoing is not intended to abrogate the rights of the Board under Oregon statutes.

### B. ACADEMIC FREEDOM

Academic freedom is an integral part of the education process. Bargaining unit m~~m~~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 IX - ASSOCIATION RIGHTS

- A. Upon written request to the Superintendent or his/her designee, the Board 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.

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.

- B. The Association may place materials in bargaining unit member in-boxes in District school buildings if space is available.
- C. The Association may use District courier service to distribute material, provided there is no delay or interference with District business.
- D. The Association may use District buildings for meetings after school hours if:
1. Prior request is approved by the District;
  2. The facility is available;
  3. The Association abides by all restrictions regarding fuel and electrical power use.
- E. Medford Education Association Faculty Representatives will be released by 4:00 p.m. to attend regularly scheduled Association meetings on first and third working Mondays of each month.
- F. Representatives of the Association may meet with bargaining unit members in District school buildings provided all of the following:
1. The visits are after students are dismissed, prior to student arrival, or during bargaining unit members' lunch periods.
  2. Prior permission is received from the building principal.
  3. There is no interference with District or building activities.
- G. 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.
- H. The Medford Education Association President and President-Elect shall be allowed to leave his/her assigned building fifteen (15) minutes after his/her last scheduled period of instruction. He/she shall otherwise be responsible for his/her professional obligations as described in Article ~~XVIII, E, 5 Teacher Working Day~~ XIX, E, 5 - School Work Year.
- I. Association Leave - A total of twenty five (25) days per year will be granted to work on Association business or to attend any conferences or conventions of state ~~and national~~ affiliated organizations, directly related to the collective bargaining relationship between the District and the Association, ~~including, but not limited to, the Oregon Education Association Representative~~

~~Assembly~~. 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 twenty-four (24) hours in advance of the need. Any ~~employee~~ bargaining unit member taking such leave will suffer a loss of pay equal to the actual cost of a substitute teacher, including payroll costs.

**Bargaining Note:** Association leave for activities other than those directly related to collective bargaining relationship between the District and the Association, is a prohibited subject of bargaining and a prohibited practice. To be lawful, contract language must concern matters directly related and central to the collective bargaining relationship between the employer and the exclusive representative.

The Employment Relations Board (ERB) has concluded that leave to attend labor conventions or “conferences and workshops,” without further explanation is unlawful. The business for which leave is taken must bear a direct relationship to local association's collective bargaining relationship with the Board. Clackamas Intermediate Education District Education Association v. Clackamas Intermediate Education District, Case No. C-141-77, 3 PECBR 1848, 1855 (1978). See also, Eugene Education Association v. Eugene School District 4J, Case No. C-93-79, 5 PECBR 3004, 3009-10 (1980).

In Eugene Education Association v. Eugene School District 4J, the ERB declared in very clear and certain terms that, “there is not a direct and central relationship between employment by the OEA and NEA and the collective bargaining relationship between the District and the [local] Association.” Case No. C-93-79, 5 PECBR 3004, 3010 (1980). The ERB further asserted that a mere reference to “affiliates” in a proposal for Association Leave “clearly contemplated Association activity at an organizational level higher than that of one local Association, and hence less direct than that which exists between a local Association and a public employer.” *Id.*, at 309, citing Clackamas, *supra*. Due to the indirectness of the relationship between state and national affiliates to the local bargaining relationship, the ERB concluded that unpaid leave to serve as an officer for the OEA or NEA constituted unlawful assistance to a labor organization. *Id.*

- J. The District shall provide, on a monthly basis, a check to MEA for Association dues 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.

## ARTICLE XI - VACANCIES, TRANSFERS AND ASSIGNMENTS

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 therefor remains solely with the District. Requests for transfer may be made by delivery thereof in writing on the appropriate form to the Director of ~~Personnel~~ Human Resources. Vacancies occurring after the opening of school will not be available for transfer purposes until the following school year. 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.

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 building to another or from one 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, or dismissal of a permanent or probationary teacher.
4. POSTING VACANCIES All openings occurring between September 1 and ~~April 15~~ March 15 will be considered as vacancies for the following year. These vacancies will be posted for ten (10) working days in each of the school buildings. The District may temporarily fill vacancies with temporary or probationary teachers; however, all bargaining unit members who apply within the posting period shall be guaranteed an interview before the position is filled on a permanent basis.

B. VOLUNTARY TRANSFERS

1. Any bargaining unit member employed on a permanent or probationary basis by the District may request transfer to any position within the District for which he/she has the appropriate license. These written requests will be received from September 1 until ~~April 15~~ March 15 of each year for positions posted as vacancies, as per definition, for the following year. Bargaining unit members making application shall be interviewed provided they so desire and are available at the time interviews are being conducted.
2. A bargaining unit member employed on a permanent or probationary basis may request in writing a general transfer for any position for which he/she can meet licensure. These requests must be made on the appropriate transfer form and will be filed with the personnel office prior to ~~April 15~~ March 15. Transfer requests so received will be

considered for vacancies as they occur between ~~April 15~~ March 15 and September 1. Bargaining unit mMembers who have requested a transfer will be informed of a vacancy by written announcement or via telephone. The bargaining unit members will be given five (5) days from the date of mailing or the date of the telephone contact to respond to the personnel office as to their interest in being considered an applicant for that position. Requests must be renewed each year for the subsequent year.

3. If a bargaining unit member's request for voluntary transfer is denied for a position vacant during this period, he/she will, upon written request, receive an explanation of the reasons therefor. These reasons shall be in writing. The reasons for denial are not subject to grievance if the provisions of this Article have been followed.
4. Candidates selected from outside the bargaining unit to fill vacant temporary positions will be designated as temporary employees.

C. INVOLUNTARY TRANSFER

1. When a bargaining unit member is involuntarily transferred, he/she shall have the opportunity to make known to the Director of ~~Personnel~~ Human Resources his/her wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given to the bargaining unit member as soon as possible.
3. An involuntary transfer will be made only after:
  - ~~(a)~~ Request is made by the Principal for volunteers for the transfer. However, the District is not limited to volunteers in making the transfer, and the District choice for involuntary transfer is not subject to grievance.
  - ~~(a)(b)~~. A meeting between the bargaining unit member and the Principal at which time he/she will be given the reasons for the transfer. The reasons are not subject to grievance.
  - ~~(b)~~. Request is made by the Principal for volunteers for the transfer. However, the District is not limited to volunteers in making the transfer, and the District choice for involuntary transfer is not subject to grievance.
4. Bargaining unit mMembers being involuntarily transferred will be informed of vacancies known at the time the transfer decision is being made or as soon thereafter as is reasonably possible. If reasonably possible, the bargaining unit member will be able to indicate a preference of assignment and will be permitted to visit the receiving principal prior to transfer.

- D. Teachers who, after August 15 of any given year, are asked to change teaching assignments or grade level shall be provided up to three paid days to prepare their rooms, curriculum, etc., if the change occurs prior to the first day of service, or up to three days substitute 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

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determined by the building principal based on the work plan and other input from the teacher.

## ARTICLE XII - REDUCTION IN FORCE

### A. DEFINITIONS

#### 1. SENIORITY:

Seniority shall be determined in accordance with ORS 342.934 (3)(eb).

#### 2. UNIT:

A unit description for layoff purposes only shall be District-wide as follows:

- a. Grade level: ~~Elementary, K-6, secondary 7-12, or K-12.~~  
Early Childhood (age 3 through grade 4 in a primary or elementary school)  
Elementary (grades 3 through 8 in an elementary school)  
Middle Level (grades 5 through 10 in a middle school)  
High School (grades 7 through 12 in a high school)  
K-12

b. Specific license within the levels as required for the position.

#### 3. 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.

### B. REDUCTION 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 ~~R~~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 with 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. Those staff members determined through the evaluation process to be both deficient in ability to teach a subject or grade level based on recent teaching experience and who have failed to demonstrate satisfactory improvement in accordance with the Evaluation Procedure's criteria for Plans of Assistance may be laid off.~~

- ~~2. After D.1. above, layoff shall be accomplished by notifying in writing the least senior member(s) in the affected unit(s) in order of their seniority. The notice shall state that the action constitutes a non personal termination of employment. It shall state the effective date of such termination, describe the member's fringe benefits which may exist during a time following the termination, and shall guarantee that upon recall as outlined below, the member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Association.~~
- ~~3. Retired teachers, who are contracting out their services to the district, will have no rights under Article XII, and will be terminated first should a reduction in staff be necessary.~~
1. Whenever the Board determines that a layoff is necessary it will notify the Association. As soon as practicable, notice will be given to the affected teachers of their layoff.
2. In the event the Board in its discretion determines that a layoff is necessary, it will determine the teachers to be retained by means of the following criteria:
  - a. A determination of whether the teachers to be retained hold the proper licensure to fill the remaining position(s);
  - b. A determination of the seniority of the teachers to be retained; and
  - c. A determination of the competence or merit of a teacher being retained if the Board desires to lay off another teacher with greater seniority.
    1. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being laid off.
    2. Nothing in this article shall be construed to limit the requirement that a retained teacher be licensed to fill the remaining position.
3. For the purposes of this article, seniority will be computed and accrue from the teacher's date of actual service in a bargaining unit position and shall continue to accrue during authorized leaves. In case two (2) or more teachers have the same date of employment with the District, the tie will be resolved in favor of the person with the most complete years of teaching service, as determined by the teachers' personnel files. If such fails to resolve the tie, the person with the most credit hours earned after the Bachelor's degree will be determined to have greater seniority. Any remaining ties will be resolved by drawing lots.
4. For the purposes of this article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience or educational attainments related to that grade or subject level within the last five (5) years, or both, but not based solely upon being licensed to teach a subject or grade level.
5. For the purpose of this article, the term "merit" shall mean the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.

as determined by the District.

6.

- a. In conducting a layoff under this article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination. The District will then categorize the District into grade levels or activities; the determination of programs or areas to be reduced or eliminated will then determine the category, or categories, within which the layoff will occur.
- b. After such determination, the District will make a reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
- c. The District will make a reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence considerations specified in Section 4, above.
- d. Layoffs will be based upon the criteria set forth in Section D, of this article.

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 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 teacher is qualified with a position for which the teacher 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. This section shall be modified only by the minimum requirements of ORS 342.943 relating to Affirmative Action.~~

FE. ~~RECALL PROCEDURE~~

~~If within two (2) years 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.~~

~~At the time of layoff the District shall provide the laid-off members the opportunity to express in writing their desire to return to the District. At the time of layoff the 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 member of recall by certified return receipt letter. The member shall have sixteen (16) calendar days from the mailing of such notice to accept the position. In the event of a summer recall, the affected members shall report for duty within sixteen days from the receipt of the recall letter or on the opening day of Inservice, whichever is later. Failure of the member to respond within the time specified herein shall terminate his/her right of recall.~~

~~In the case of a District-wide closure for budgetary reasons, those members released will be offered the opportunity to return to their previous positions, if they still exist, when schools re-open. 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.~~

1.

a. If within twenty-seven (27) months of a layoff a vacancy occurs within the District for which a laid-off teacher is qualified, as determined by the Board, the recall procedure outlined below will be followed:

1. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of his/her intent to return. The teacher must thereafter report on the starting date specified by the District, providing that this will not be less than fourteen (14) days from the date the notice of recall was received. If notification is not received, or the teacher does not report, within the time set out in the preceding sentence, the teacher will lose all recall rights.

2. All benefits to which a teacher was entitled at the time of layoff, and which are continuing benefits for employees, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment.

3. A teacher must have completed at least [one hundred thirty-five (135)] contract workdays during one (1) school year in order to be eligible for one (1) vertical step advancement for the succeeding school year. If, because of layoff, a teacher does not complete at least [one hundred thirty-five (135)] contract workdays that school year, he/she, when recalled, shall be placed on the same salary schedule step as he/she was on prior to layoff.

4. Teachers laid off pursuant to this article will have the option of continuing insurance programs at their own expense for up to eighteen (18) months, subject to the approval and rules of the insurance carrier(s).

5. Teachers laid off pursuant to this article will be given consideration for substitute teaching; such will not affect teacher recall rights.

b. In determining which teacher or teachers to recall, the Board will consider the criteria set forth in Section A, of this article. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

2. General

- a. Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be resolved through arbitration under the procedures in Article IV D 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 shall be limited to a review of the record established by the District in determining the layoff or recall. The arbitrator shall be limited to a determination of whether the District:
1. Exceeded its jurisdiction;
  2. Failed to follow the procedure applicable to the layoff or recall;
  3. Made a finding or order not supported by substantial evidence in the whole record; or
  4. Improperly construed the provisions of this article.
- b. Nothing in this article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher, dismiss a probationary teacher or nonrenew a probationary teacher's contract pursuant to state law.

### **ARTICLE XIII - STUDENT TEACHER SUPERVISION**

Teachers asked to participate in a training experience for student teachers shall have the right to elect not to participate. Teachers who elect to participate shall receive 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.

## **~~ARTICLE XIV - SCHOOL CALENDAR~~**

~~The Board 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.~~

~~The Superintendent will consult with the Association President, or his/her designee, before presenting the calendar to the Board for adoption. At its request, the Association will be allowed to express its opinion to the Board regarding the school calendar prior to the Board's adoption of the school calendar. The administration/District may schedule no more than five elementary inservices during Wednesday early release time. Unscheduled Wednesday early release time will be used for teacher preparation and planning.~~

~~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 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.~~

*(Note: Article XIV-School Calendar moved to Article XVII-Basic Compensation, Section E, 8-10)*

### **ARTICLE XVIII - CIVIL RIGHTS AND RESPONSIBILITIES**

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.

"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 or her~~his/her viewpoint is not to be interpreted as the official point of view of the District.

## **ARTICLE XIV - ~~SUMMER~~ DISTRICT SUMMER EMPLOYMENT**

A notice of ~~summer~~ District ~~employment~~summer positions will be posted in every building in the District listing the title of the position and the qualifications necessary. Notice will be posted in every school building at least ten (10) school days prior to filling said position. The ten-day limit may be reduced in cases of emergency.

## **ARTICLE XVII - STAFF FILES AND RECORDS**

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 personnel 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 official personnel file. A ~~staff~~-bargaining unit member may reply in writing to anything contained in his/her file and said reply shall be included in the file. 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 years old.

Upon request, ~~an employee~~ bargaining unit member may inspect the unofficial working file maintained by the supervisor.

## ARTICLE XVIII - LEAVE POLICY

Any bargaining unit member on Sabbatical Leave, Sick Leave, Maternity 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.

### A. PAID LEAVES OF ABSENCE

#### 1. SICK LEAVE

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

- a. ~~All members~~ Members of the bargaining unit shall be granted ten (10) days sick leave during each school year or one day per month employed, whichever is greater. In the case of ~~members~~ teachers who begin service after the ~~beginning~~ commencement of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each ~~payroll~~ school 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 member's qualifications will be available upon return.~~
- d. To secure credit for sick leave pay, the bargaining unit member will, immediately upon his-~~or~~/her return, procure from the principal a claim form which he-~~or~~/she will fill out certifying ~~that~~ the absence was of such nature as to be covered by this sick leave agreement.
- e. At District option, sick leave in excess of five 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. MATERNITY AND CHILD CARE LEAVE

~~Employees~~ Bargaining unit members shall notify the District in writing prior to ~~April 15~~ March 15 of their intent to return to the District. Maternity and child care leave will be granted to certificated ~~employees in~~ members of the bargaining unit. Said leave will be without pay save and except for the following:

- a. Sick leave pay, within the limits of the ~~employee's~~ bargaining unit member's eligibility, will be paid at the ~~employee's~~ bargaining unit

member's request for the period of time that the employee bargaining unit member is medically disabled due to pregnancy or childbirth and recovery therefrom so as to be physically unable to work.

- b. Sick leave pay, within the limits of the employee bargaining unit member's eligibility, will be paid for disabilities or medical complications caused or contributed to by pregnancy, miscarriage, or abortion.
- c. Return from said leave will be upon request of the employee bargaining unit member. A position fitting the staff bargaining unit member's qualifications will be available upon return. No credit for advancement upon the salary schedule will be given for leaves taken under this policy if leave in excess of 96 working days is taken. Advancement will be allowed if 96 days or more are worked in the school year. Fringe benefits will continue to be available to the employee bargaining unit member at ~~his or her~~his/her choice and expense, except the District will continue payment of fringe benefits for that period of time the employee bargaining unit member received sick pay as above provided.
- d. The above provisions shall be available to both the mother and the father, however, shall not be taken simultaneously.
- e. The above provisions will be available for adoptive parents beginning with the week prior to taking physical custody of the child.

3. 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, child, grandchild, parent, brother, sister, grandparent, aunt, uncle, niece or nephew.

4. INJURY ON DUTY

~~Absence due to a compensable injury as defined in ORS 656.003 (6) and incurred in the course of the member's employment shall be charged against the member's sick leave days in proportion to the amount received from the District. The District shall pay to such bargaining unit member the difference between his or her regular salary and the benefits received by him or her under the Oregon Worker's Compensation Law. When an employee is injured while performing his/her job duties and qualifies for Workers' Compensation benefits, the employee may:~~

- a. Elect to receive only Workers' Compensation benefits and not use any of his/her accumulated sick leave; or
- b. Elect to receive Workers' Compensation benefits and use his/her accumulated

sick leave to make up the difference between the amount of the 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 Workers' Compensation benefits, if any remain available.

Example: If an employee normally earns \$70 per day, and he/she receives \$50 per day in workers' compensation benefits, he/she may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Workers' Compensation benefits terminate.

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 approved leave taken in excess of ~~two (2) days~~ these allocations 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.

6. PERSONAL LEAVE

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 on the following grounds:

Religious holidays  
Personal business  
Court appearances  
Emergency conditions preventing the ~~staff~~ bargaining unit member from reporting to work

No personal leave will be taken for the purposes of vacationing, rest, entertainment, recreation, Association business, or where any other leave policy is applicable, except at the discretion of the District. Exercise of District discretion to refuse leave on these grounds is not subject to binding arbitration.

The bargaining unit member will notify the District in writing of intention to use personal leave, certifying that it is for a valid reason. The notification will be submitted to the building principal. When personal leave is needed because of emergency conditions, the principal will be notified as soon as possible by telephone or other such means as may be available to the ~~staff~~ bargaining unit member.

If the use of personal leave by a bargaining unit member is for purposes other than those

permitted by the terms of this contract, the bargaining unit member shall forfeit one-one hundred ninetieth (1/190th) of ~~his or her~~his/her contract salary for each day of personal leave so taken. In addition, the bargaining unit member shall reimburse the District for the cost of employing a substitute and shall forfeit all remaining personal leave privileges for the remainder of the school year.

7. JURY DUTY AND REQUIRED COURT APPEARANCES

District ~~employees~~bargaining unit members are subject to jury duty and answering subpoenas the same as other citizens. Any ~~employee~~bargaining unit member of the District who is required to serve on jury duty or who is subpoenaed shall receive ~~his or her~~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

~~Employees~~Bargaining unit members shall ~~notify the District in writing prior to April 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 ~~staff~~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 ~~administration~~District to pass on all applications. This Board shall recommend the individuals who meet the basic criteria for sabbatical leave and present them for ~~approval~~consideration 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 District Board of Education will ~~not~~approve or disapprove upon these recommendations, ~~in accordance with the established contract for members of the bargaining unit.~~
- (c). A bargaining unit member with seven (7) continuous years of service in the District may, upon recommendation of the Sabbatical ~~Leave Committee~~Board, 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 (ie., 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 ~~employee~~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 ~~staff~~bargaining unit member's qualifications will be available.

- (e). Requests for sabbatical leave shall be made before the first Monday following the first day of December of the school year previous to the school year for which the leave is requested.
- (f). Prior to taking the leave, the bargaining unit member shall enter into a contract to return to active service in the District for a period of three (3) years after the expiration of such leave. A bargaining unit member who does not abide by this agreement shall repay to the District a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the three (3) subsequent years bears to the full three (3) years, provided however, that the bargaining unit member shall be released from such payment if the failure to fulfill the three-year provision is due to ~~his or her~~his/her illness, disability, or death, or if the bargaining unit member ~~be~~is 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.
- (h). Bargaining unit members shall notify the District in writing prior to March 15 of their intent to return to the District.

## B. UNPAID LEAVES OF ABSENCE

~~Employees~~Bargaining unit members shall notify the District in writing prior to ~~April 15~~ March 15 of their intent to return to the District.

### 1. PROFESSIONAL LEAVE

The District may grant a ~~Leave~~ of absence for not more than one (1) year ~~may be granted~~ to licensed ~~employees~~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 mMembers 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. No advancement on the salary schedule will be given for leaves taken under this category. Upon return, a position fitting the

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~~staff~~bargaining unit member's qualifications will be available.

3. MILITARY LEAVE

~~Employees~~Bargaining unit members who voluntarily or involuntarily enter the Armed Services shall be granted a leave of absence without pay.

~~Employees~~Bargaining unit members who are members of the National Guard, National Guard Reserve, or any reserve component of the Armed Forces shall, upon written request, be granted up to but not exceeding fifteen (15) days in any one calendar year for official training duty. If the ~~employee~~bargaining unit member has been employed for a period of six (6) months prior to his request for leave, he/she shall be entitled to receive pay for any period while he/she is on military leave. The District will provide the cost of medical group insurance at District expense for military leave (temporary).

4. PERSONAL LEAVE OF ABSENCE

Any permanent bargaining unit member 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 ~~staff~~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.

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. OTHER

The District may allow teachers to attend job related seminars, conferences, and classes if said teachers reimburse the District for the cost of employing a substitute needed to replace them and/or utilize personal leaves at the direction of the District. 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.

## ARTICLE XIXVII - BASIC COMPENSATION

### A. HEALTH SERVICES

- ~~1. The nurses employed by the District will be included in the liability insurance coverage that is afforded other members of the bargaining unit.~~
- ~~2. Provisions will be made for supervisory time allotment equal to 7 ½ hours per week for the appointed supervisory nurse.~~
- ~~3. Additional compensation for supervisory nurse will be .03 of the teachers' salary schedule base plus one week extended contract.~~
- ~~4. Nurses will receive the same fringe benefits as negotiated by other members of the bargaining unit.~~
- ~~5. Additional compensation for the years 1994-95 through 1999-2000 for the Supervisory Nurse and the one week extended contract will be adjusted by the same formula as set out in Section B of this article.~~

### BA. SALARY DETERMINATION

- ~~1. For the duration of this agreement or unless otherwise modified by mutual consent of the District and Association, each year the base salaries from the prior year shall be adjusted by the January to January National Consumer Price Index, all Urban Consumers U.S. City Average of the previous year, provided that the adjustment shall not be less than three percent (3.0%) nor greater than seven percent (7.0%). If the CPI is greater than seven percent (7.0%) the adjustment will be an additional one half percent (½%) for each one percent (1%) over seven (7). Schedule indices shall remain the same (3.4%), with the Master's Degree premium five percent (5.0%) of the base salary and the Doctorate premium (including Masters) ten percent (10.0%) of the base salary.~~

In lieu of vertical movement, which is suspended for the duration of this agreement (see Section C below), each year of this agreement the base salaries on the salary schedule from the prior year shall be increased by 1.5% (See Appendix A). The parties will re-open negotiations for 2008-2009.

### CB. PERS

- ~~1. The District will assume and pay a six percent (6%) employee contribution to the PERS for those bargaining unit members participating in the PERS for the duration of this agreement. The maximum District contribution will be six percent (6%).~~
1. During the term of the Agreement, the District will participate in the public employee retirement plans established in ORS Chapter 238 and ORS 238A that are: (1) in effect as of the execution date of this Agreement; and (2) as applicable to employees covered by this Agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to employees covered by those plans.
2. The District does not agree to provide employees any particular level or type of

retirement benefit, but only to participate in the public employee retirement plans and make contributions as required by law.

3. Employer will contribute 6% of each employee's salary as defined by ORS Chapter 238 an/or 238A (HB 2020) to the public employee retirement plan for the duration of this agreement).
4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.

DC. MOVEMENT ON SCHEDULES

1. Horizontal movement on the salary schedule will be awarded upon submission of transcripts or grade reports furnished prior to September 30. Transcripts must be furnished to the District by October 15. Persons moving horizontally shall be allowed unlimited vertical movement for years of experience where the salary schedule permits.
2. Vertical movement on the salary schedule shall be suspended for the duration of this Agreement. The following language in this section shall be held in moratorium for the duration of this Agreement: 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.
3. 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 3 years immediately preceding the discovery of the mistake and 50% of the difference for years prior to that up to a maximum of an additional three years. Under no circumstance shall a bargaining unit member be compensated for mistakes made in compensation for more than 6 years prior to the discovery of the mistake. Errors in which the employee 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.

ED. SCHOOL WORK YEAR

1. The school work year for employees 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.
2. The 190 contract days will include the following seven (7) paid holidays: Labor Day, Thanksgiving Day; Veteran's Day; Christmas Day; New Year's Day, Martin Luther King Jr.'s ~~Birth~~ Day, and Memorial Day.

3. Each bargaining unit member shall receive a duty-free lunch period each day. In no case shall it be less than thirty (30) minutes.
4. The 190 contract days will include a teacher workday without students between semesters. No inservice activities will be scheduled by the District for that day.
5. The normal teacher on-site work week is forty (40) hours ~~including~~excluding a daily duty-free lunch period of 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 inservice meetings, parent conferences, and related items. The principal and staff 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. Teachers who are requested by the District to work beyond forty hours in any week shall be given compensatory time off in reasonable relationship to the time required.~~ Teachers, as part of their workday, shall participate in various activities which may extend beyond or be separate from the forty (40) hour time period described above. Participation in these activities shall be without additional compensation, unless specified in the extra-duty portion of this Agreement. Activities deemed part of the workday include, but are not limited to: bus duty; student supervision duty; assigned duties at athletic events; faculty meetings; committee meetings; student club or advisor duties; assigned duties as chaperone on field trips or school-sponsored social activities; assigned duties at plays or theatrical events; assigned duties at music programs; and PTA meetings, open house meetings, parent conferences and similar activities.
- ~~6. It is agreed that the District shall provide a two hour early dismissal for one day during the final week of the first and third nine (9) weeks and shall continue to provide one full day at the end of each semester for grading and preparation. In addition, there will be a 2 hour early dismissal for grades K-12 midway through each report period reserved for individual teacher preparation.~~
- ~~7.6.~~ The District will provide one uninterrupted inservice day prior to the beginning of the school year for teachers to work in their classrooms.
- ~~8. Teachers will not be required to attend more than a maximum of four (4) evening functions per year that extend beyond the work hours (i.e., open houses, science fair, Christmas programs...).~~

*(Note: Section 7. below moved from Article XXII-Payroll Period & Deductions, Section B.2.c.)*

7. Employees who utilize unpaid leaves prior to or following holidays and/or vacation periods will receive their holiday pay

*(Note: Sections 8-10 moved from Article XIV-School Calendar)*

8. The Board 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.

9. The Superintendent will consult with the Association President, or his/her designee, before presenting the calendar to the Board for adoption. At its request, the Association will be allowed to express its opinion to the Board regarding the school calendar prior to the Board's adoption of the school calendar. ~~The District may schedule no more than five elementary inservices during Wednesday early release time. Unscheduled Wednesday early release time will be used for teacher preparation and planning.~~
  
10. It is understood that the District 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 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.

## **ARTICLE XXVIII - SCHOOL WORKING CONDITIONS**

### **A. WORKING CONDITIONS**

1. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency. This will not preclude, however, the re-scheduling of any such days pursuant to Article XIII of this agreement.
- ~~2. The District will work toward providing equity in the areas of telephones, air conditioning, and maintenance and repairs of buildings.~~
- ~~3. Assistance will be provided to library media specialists for technology maintenance and emergencies.~~
4. 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.
- ~~5. The principal will schedule no more than two staff meetings per month for all staff except for emergencies dealing with health and safety issues. No voluntary or optional meetings for all staff will be scheduled by the principal.~~
- ~~6. The District will adhere to acknowledges the state minimum standards established for CIM work samples and education reform prescribed by the Oregon Department of Education or Oregon revised statutes unless standards are increased by mutual agreement of the District and MEA and implemented through a Memorandum of Understanding.~~

### **B. COMPLAINT PROCEDURE**

This Article shall have no application to complaints of sexual harassment or a complaint 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. Any complaint regarding a bargaining unit member made to his ~~or~~/her supervisor or other person in authority above him/her by a parent, student, or other person which may influence that member's evaluation or which may result in disciplinary action shall be discussed with that bargaining unit member within a reasonable time 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 may seek, ~~with~~ the assistance of the immediate supervisor; ~~will to~~ 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 a reasonable time 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.

C. 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.

D. CRITICISM OF TEACHERS

Any criticism by a supervisor of a bargaining unit member shall be made to that individual in confidence.

Any criticism by a bargaining unit member of a supervisor or an administrator shall be made to that individual in confidence.

E. PREPARATION TIME

1. ~~Secondary and Departmentalized Junior High Schools~~ Elementary, Middle and High Schools: Preparation time shall be one (1) full class period, but no less than the amount of time provided in the 1990-91 schedule, whichever is greater. Preparation time shall be scheduled for each classroom teacher and specialist for a minimum of 225 minutes per week in a normal five (5) day week. In any week that has less than five (5) days preparation time will be assigned proportionately.
2. Teachers in Middle School and High School who are asked to cover another teacher's class during their preparation period shall accrue compensatory time. Such compensatory time may accrue as follows:
  - (a). for each full class period taken, ~~one hour~~ an equivalent amount of compensatory time will accrue.
  - (b). accrual shall be unlimited. Compensatory time shall be taken by the end of the following year in which it was accrued or is thus forfeited.
  - (c). for every ~~three (3)~~ four (4) hours of compensatory time accrued, the teacher may take one half day of paid leave.
  - (d). leave taken under this provision shall be in increments of no less than one half days (~~three class periods~~).
  - (e) ~~Compensatory time shall be taken by the end of the following year in which it was accrued.~~
2. ~~Elementary: Preparation time during the instructional day shall not be reduced from that time provided by the District in the 1990-91 school year. It is agreed that elementary teachers are not required to supervise their students during class time when those students are assigned to a certified/licensed music specialist. At such time when the District is financially able to add other specialists (i.e. PE, etc.), it is agreed that these times when~~

~~students are assigned to those specialists shall be considered uninterrupted preparation time.~~

~~(a) Elementary teachers who lose specialist prep time during the student contact day when their class is scheduled, will receive compensatory time equal to secondary teachers, where appropriate, as described in the October 3, 2000, Memorandum of Understanding. (Exhibit A-2)~~

~~(b) Students requiring discipline during the time they are with a specialist will not be returned to the classroom teacher.~~

~~(c) The District will develop a plan to deal with student discipline problems so that teacher preparation time is not affected.~~

~~(d) Should the administration require elementary certified/licensed staff to attend professional development (inservice) activities on Wednesday early release time, the administration will not schedule a staff meeting that week. This does not apply to regularly scheduled meetings for specialists (i.e., media, special education, CDS, music, Title I and ESL).~~

~~(e) The district office administration may schedule no more than one elementary meeting per quarter in each building during Wednesday early release time. Exceptions may be agreed upon by MEA and the District, but in no case will exceed four meetings per year. No other meetings will be held on Wednesdays, except for those involving specialists (as described in Article XX, Section E-2). Meetings may be held on Wednesdays to deal with emergencies related to health and safety.~~

~~3. Specialists: All specialists shall be provided uninterrupted planning time or a comparable alternative suitable to the Association and District.~~

## F. BALANCING CLASSES

1. 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 consider:

~~(a) requests for~~ teacher volunteers for the class;

~~(b) consider~~ the nature of students to be placed in the class including ability ranges and behaviors;

~~(c) provide~~ing smaller class sizes than single grade level classes; and

~~(d) adding~~ instructional assistant time; and

~~(e) assigning~~ new students to single grade level classrooms.

2. The labor-management committee(s) to recommend assignments of education support staff to buildings and classes will be continued for the term of this Agreement.

G. CLASS SIZE

For staffing purposes, the District shall use as guidelines ~~be guided by the following:~~

Grade Levels	Guideline*	Qualifier for Instructional Assistant
K and 1	1820	
2 and 3	2325	
4-6	2830	
7-12	Over 160 for standard classes or NW Assoc. discount formula	

~~\*Elementary benchmark year qualifiers will be 2 students less than the guidelines~~ The District will endeavor to balance class sizes across the District to the extent feasible.

- ~~1. In the elementary grades (K-6) should class sizes exceed the guidelines on the third Monday of the month, one hour of instructional assistant time shall be assigned within two (2) days to the teacher at the elementary level for every two (2) students above the guideline. There shall be no prorata for less than every two students. In the event the class level changes, the instructional assistant time shall be used in the building at the discretion of the principal. Schools Councils may request a waiver of this section from MEA and the District by presenting an alternative plan.~~
- ~~2. For combination classes required by the District, the class size instructional assistant qualifiers listed in Article XX (G) shall be reduced by two (2).~~
- ~~3. 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 ESL students.~~
- ~~4. When scheduling site council meetings and similar meetings there will be no conflicts with provisions of teacher preparation time guaranteed by the collective bargaining agreement. Meetings will be held outside the normal workday.~~
- ~~5. When the initial classroom assignments are made, students requiring an IEP or MDT shall be distributed equitably among classrooms at that grade level or subject area.~~
- ~~6. At the secondary level (7-12), if the class size exceeds the guidelines, the District shall provide one additional preparation period or relieve the teacher of duty assignments.~~
- ~~7. Except for N.W. Association discount formula classes, teachers at grades 9-12 who have more than 32 students in any one class, if teaching five (5) periods, or 27 students in any one class, if teaching six (6) periods, shall receive an additional duty free period.~~
- ~~8. Readers will be provided at grades K-12 to assist with work samples. The District will work toward increasing the amount of reader time available, but will provide no less than the amount of time provided in the 1998-99 school year. Reader time will be distributed~~

~~equitably~~The District will attempt to provide readers to assist with work samples. The District will distribute readers throughout the buildings.

9. ~~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, computers).~~

## HC. INSTRUCTIONAL HOURS

1. The regular instructional ~~day~~week for teachers shall not exceed the following minutes per ~~day~~week, based on ~~177~~ instructional days:

K	<del>453</del> <u>765</u>	<del>Less available specialist time</del> <u>any scheduled preparation time during the week</u>
1-3	<del>300</del> <u>1500</u>	<del>Less available specialist time</del> <u>any scheduled preparation time during the week</u>
4-6	<del>330</del> <u>1650</u>	<del>Less available specialist time</del> <u>any scheduled preparation time during the week</u>
7-8	<del>330</del> <u>1650</u>	<del>Less one preparation period</del> <u>any scheduled preparation time during the week</u>
9-12	<del>336</del> <u>1680</u>	<del>Less one preparation period</del> <u>any scheduled preparation time during the week</u>

2. ~~Teachers at grades K-6 shall not be assigned duties (e.g. recess, bus, playground).~~
3. ~~In addition to prep time granted in Article XIX, preparation time at grades 1-6 shall be no less than 45 continuous minutes within the workday four days a week. Except for professional responsibilities or emergencies including, but not limited to, staff meetings, MDT meetings, parent conferences, and grade level meetings, all non assigned time shall be considered preparation time.~~
42. ~~At the discretion of the District, teachers of grades 9-12 may be assigned five (5) or six (6) instructional periods. Teachers 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.~~
52. Teachers at grades 7-12 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 preparation.
63. Itinerant staff working in more than one building shall receive appropriate travel and planning time.

## I. SPECIAL EDUCATION

~~The District will provide a qualified special education support team. The team will be responsible for initial evaluations on students who have been referred. The team will also be responsible for 3 year reevaluations on students who are already in special education. The team will develop and write IEPs on all students who are in special education or have been found eligible.~~

1. ~~Special education caseloads will not be increased as a result of the establishment of the special education support team, except for those adjusted as a result of the implementation of #2 below.~~
2. ~~Equitability of special education teachers, speech language pathologists, and psychologists' caseloads will be determined cooperatively by special education teachers, speech language pathologists, psychologists and the Supervisor of Special Education.~~
3. ~~Special education teachers and speech language pathologists who wish to serve on the "Support Team" would have the option of signing up for one year, with the option of continuing on the team or returning to the classroom at the end of each school year.~~
4. ~~As appropriate, the district will continue to provide a "roving substitute" for regular education teachers so that they are able to attend IEP or special education staffing (MDT) meetings during instructional time, at one day per month.~~
5. ~~The District will fully implement the special education contract language described in Article XX, Section I, beginning with the 2002-03 school year.~~
6. ~~Special education teachers shall not lose any educational assistant time during the instructional day due to the assignment of general building duties. Itinerant teachers will not be required to serve on building level committees.~~

#### H. Grants

In seeking grants from agencies outside the district, that are to be executed and implemented by bargaining unit members the District will, as a professional courtesy, seek input from the Association.

## ARTICLE XIXI - INSURANCE BENEFITS

### A. HOSPITAL-MEDICAL, DENTAL, VISION INSURANCE

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

1. For ~~2002-03~~ 2006-2007 the District will ~~pay the full~~ contribute up to \$800 per teacher towards the MSD-SIP premium cost for ~~all~~ employees and their eligible dependents.
2. For ~~2003-04~~, 2007-2008 the District ~~will pay the~~ contribution will be up to \$850 per month ~~cost for all~~ toward the MSD-SIP premiums for employees and their eligible dependents ~~up to a cap of 7% above the average paid claims per employee for the previous calendar year. The cost of paid claims in excess of the cap shall be shared equally by the District and by the covered employee, but in no event shall the employee pay more than \$75 per month above the cap prior to the implementation of Section 125. The District will pay any cost in excess of the maximum employee contribution.~~
3. The parties will re-open negotiations for the 2008-2009 school year.
- ~~3. For 2004-05 the District will pay the cost for all employees and their eligible dependents up to a cap of 8% above the average paid claims per employee for the previous calendar year. The cost of paid claims in excess of the cap shall be fully paid by the employee but in no event shall the employee pay more than \$75 per month prior to the implementation of Section 125. The District will pay any cost in excess of the maximum employee contribution.~~
- ~~4. For 2005-06, the District will pay the cost for all employees and their eligible dependents up to a cap of 8% above the average paid claims per employee for the previous calendar year. The cost of paid claims in excess of the cap shall be fully paid by the employee but in no event shall the employee pay more than \$100 per month prior to the implementation of Section 125. The District will pay any cost in excess of the maximum employee contribution.~~

### ~~B. DENTAL CARE~~

~~The District will pay the full premium cost of the Dental Care Plan for all members of the bargaining unit and their eligible dependents equivalent to the coverage provided in 1993-94. The annual benefit limit will be increased to \$1500 by the start of the 2001 school year.~~

- ~~B. The District contribution in Section A above will be prorated on the basis of FTE for part-time teachers. (For example, a 4 hour per day teacher shall receive 50% of the District contribution). Teachers working less than half-time shall not be eligible for insurance coverage through the MSD-SIP.~~

### ~~C. VISION CARE~~

~~The District will pay the full premium cost of the Vision Care Plan for all members of the~~

~~bargaining unit and their eligible dependents equivalent to the coverage provided in 1993-94.~~

C. The Medford School District Self-Insurance Plan (MSD-SIP) shall offer three plans from which each eligible employee may choose during the open enrollment periods.

1. A \$1200 deductible program;

2. A \$500 deductible program;

3. A \$100 deductible program.

Benefit levels for each of the plans shall be described in the MSD-SIP plan documents and by this reference shall be incorporated into this Agreement.

~~D. LONG TERM DISABILITY~~

~~The District bargaining unit member will pay the full premium per month per bargaining unit member for Long Term Disability Insurance as provided in 1993-94. Benefits shall be available after a 90-day waiting period.~~

D. In the event the amount contributed by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

~~E. INSURANCE COMMITTEE~~

The District's Insurance Committee shall receive quarterly reports from the insurance carrier regarding use of benefits, UCR changes, and potential cost increases. Prior to changing carriers, the District shall allow the Insurance Committee an opportunity to review and compare benefits and costs and forward a recommendation to the superintendent.

~~F. MAINTENANCE OF BENEFITS~~

~~Health insurance coverage and benefits to be provided under the District's policy equivalent to that provided under the OEA Choice Program A/OEA, in effect during the 1988-89 school year.~~

~~G. TERMINATION BENEFITS~~

1. If a ~~member's~~ bargaining unit member's employment is terminated prior to the end of the school year, the District's payment of premiums 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 payment of premiums shall continue through the month of August.

~~H. LEAVE BENEFITS~~

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

## ARTICLE XXII - PAYROLL PERIODS AND DEDUCTIONS

### A. PAYROLL PERIODS

Bargaining unit mMembers will be paid on a twelve-month basis and by the month or as stated on the ~~employee's~~bargaining unit member's contract. Payment shall be by any method approved by Oregon Law. Salaries and wages shall be paid on the last working day of the month except as hereinafter provided. Bargaining unit mMembers employed as of July 1 shall be paid for the ensuing school year in twelve (12) equal payments. Bargaining unit mMembers 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 mMembers resigning may be paid the full amount due them at the time of resignation. Bargaining unit mMembers legally released by the Board from their contract will be paid upon demand the full amount due them within ten (10) days after release.

Pay Option: Each bargaining unit member has the option of receiving his/her June, July, and August paychecks on June 30. 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.

### B. PAYROLL DEDUCTIONS

1. Deductions may be made for United Way, employee credit union, insurance, tax-sheltered annuities, and professional dues, as well as mandatory salary deductions of retirement and withholding.
2. Upon request in writing to the personnel office, the District will furnish an accounting of the following:
  - a. Sick leave utilized and remaining.
  - b. All other leaves utilized and remaining.

*(Note: Section c. moved to Article XIXVII-Basic Compensation, Section E.7.)*

- ~~c. Employees who utilize unpaid leaves prior to or following holidays and/or vacation periods will receive their holiday pay.~~

## ARTICLE XXIII - TUITION REIMBURSEMENT

Tuition reimbursement funds amounting to \$5,000.00 will be disbursed in a manner prescribed as follows:

1. All bargaining unit members who are contracted ~~employees~~ 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.
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 m~~Members~~ would ~~are~~ not be eligible for tuition reimbursement for D.C.E. classes handled on contract basis when the person pays less than the regular tuition because of participation by the District.
12. Bargaining unit m~~Members~~ will be eligible for reimbursement when earning credit between columns only. Bargaining unit m~~Members~~ who move from one 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 members of the bargaining unit 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 misassignment caused by the District's having changed the teacher'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.

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.

## **ARTICLE XXIV - MILEAGE RATE AND TRAVEL ALLOWANCE**

### A. MILEAGE RATE

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.

In the event that more than one ~~person~~ 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.

### B. 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.

## ARTICLE XXVIII - RETIREMENT BENEFIT

- A. For those bargaining unit members retiring prior to June 30, 2007 the following provisions shall apply:
1. For bargaining unit members during the contract period who are or will attain the age of 55 but have not attained the age of 62 and have a minimum of fifteen (15) years of experience with the district in a certified/licensed position, or a minimum of ten (10) years of experience with the district in a certified/licensed position and on Step 14 of the salary schedule, such bargaining unit members may voluntarily elect the option of early retirement.
  - ~~B.2.~~ For bargaining unit members during the contract period who have 30 years with PERS and a minimum of fifteen (15) years of experience with the district in a certified/licensed position, or a minimum of ten (10) years of experience with the district in a certified/licensed position and on step 14 of the salary schedule, such bargaining unit members may voluntarily elect the option of early retirement.
  - ~~C.3.~~ The District will pay such retiree who completes the contract year until Medicare eligibility (for any reason, including the attainment of age 65), for his or her/his/her benefit the following:
    - ~~1.~~ ~~The sum of \$300.00 per month until he or she shall attain age 65, die, or requests in writing that payments cease. In the event a retiree has 30 years with PERS and qualifies for full benefits, he/she shall be eligible for a stipend for a maximum 10 years not to exceed age 65. The retiree shall designate in writing to the District a ten (10) consecutive year period that he/she elects to receive this benefit.~~
    - ~~2.a.~~ The District's contribution toward the insurance cost of the MSD-SIP hospital-medical insurance for employees/bargaining unit members who have taken early retirement pursuant to this section Article XXV will be as follows:
      - ~~(a).~~ For the 2002-03 school year, the District will pay the full insurance cost.
      - ~~(b).~~ For the 2003-04 school year, the District will pay the full insurance cost.
      - ~~(c)a.1.~~ For the ~~2004-05~~ 2006-2007 school year, the District will make the same insurance contribution for early retirees as it makes for current employees bargaining unit members under Article XXI A-31.
      - ~~(d)b.2.~~ For the ~~20057-068~~ school year, the District will make the same insurance contributions for early retirees as it makes for current employees bargaining unit members under Article XXI A-4.
    - ~~(e)c.3.b.~~ In the event a retiree has 30 years with PERS and qualifies for full benefits he/she shall be eligible for a maximum ten (10) year medical-hospital insurance benefit not to exceed age 65 or eligibility for medicare (for any reason, including the attainment of age 65) whichever occurs first. The retiree shall designate in writing to the District a ten (10) consecutive year period that he/she elects to

receive this benefit.

~~3.e. In the event a retiree has 30 years with PERS and qualifies for full benefits, he/she may extend District medical hospital insurance beyond ten (10) years from the date of retirement but not to exceed age 65 or eligibility for medicare, whichever shall occur first. Such extension requires that the retiree designate in writing a maximum ten (10) consecutive year period in which the District shall pay the insurance cost and those years prior to or beyond ten (10) years for which the retiree will pay the full insurance cost. The stipend may be used toward this purpose. It is understood that if the retiree allows this coverage to lapse for any reason, the insurance may not be reinstated.~~

4.c. If the insurer of bargaining unit members will provide the coverage, early retirees may pay the cost of dental and vision insurance. It is understood that if the retiree allows this coverage to lapse for any reason, the insurance coverage may not be reinstated.

5.d. Payment of the above provisions will begin in August following a June retirement date. For persons retiring other than in June, the payments shall begin 30 calendar days following the effective date of retirement.

e. For most people Medicare eligibility deems the first day of the month of the sixty-fifth birthday.

Example: Birthday: March 25

Medicare Eligibility: March 1

B. For those bargaining unit members retiring after June 30, 2007 the provisions of section A above shall apply except that the monthly district contribution towards the MSD-SIP insurance premium shall be according to the following schedule:

<u>Year of Retirement</u>	<u>District Insurance Contribution</u>
<u>2007-2008</u>	<u>\$800</u>
<u>2008-2009</u>	<u>\$750</u>
<u>2009-2010</u>	<u>\$700</u>
<u>2010-2011</u>	<u>\$650</u>
<u>2011-2012</u>	<u>\$600</u>
<u>2012-2013</u>	<u>\$550</u>
<u>2013-2014 &amp; beyond</u>	<u>\$500</u>

C. Bargaining unit members hired after July 1, 2006 shall not be eligible for the benefits in this article.

## ARTICLE XXIV - JOB SHARING

- A. Job sharing is defined as the voluntary occupation of a single staff position by two currently employed teachers for one school year. It would not preclude, however, at the discretion of the District, the employment of an outside teacher or teachers 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. Shared time positions will be compensated as follows:
1. Teaching salary will be 50% of each teacher's regular annual salary, less one-half the 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 one-half ( $\frac{1}{2}$ ) the normal rate.
  3. Insurance and PERS benefits will be provided to each of the partners as is the practice with other half-time licensed employees bargaining unit members. Insured benefits may be waived by a job share partner.
- C. Teachers participating in this program shall not lose permanent status, provided they have attained that status prior to the year of job sharing. Otherwise, seniority will accrue as with other half-time licensed employees bargaining unit members. The job sharing agreement may be renewed one time in any five (5) year period but not to exceed a total of two (2) school years. If, for any reason one of the teachers is unwilling or unable to complete the job share agreement, both teachers must return to full-time status. ~~Employees participating in this program during the 1990-91 school year shall not be subject to the time limitations outlined above.~~

## ARTICLE XXVII - FAIR SHARE

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 during collective bargaining and contract administration is borne equally by all persons in the bargaining unit.

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 agrees to deduct monthly an amount equal to one-twelfth (1/12th) of the amount computed from the following formula: 100% MEA dues, plus 80% OEA dues, plus 36.6% NEA dues as a "fair share" contribution to cover collective bargaining costs.

For any Association dues in excess of "fair share" payments, the District agrees to deduct or checkoff from the wages of all employees bargaining unit members for payment of dues to the Association if authorized in writing by such employee bargaining unit member. However, any employee bargaining unit member may revoke such authorization in writing. Such money shall be forwarded to the Oregon Education Association.

The District further agrees to honor dues deduction authorization executed by existing employees bargaining unit members in favor of the Association. The District agrees not to honor any checkoff authorization or dues deduction authorization executed by any employee bargaining unit member in the bargaining unit in favor of any other labor organization or organizations representing employees for the purposes of bargaining for wages, hours, and working conditions and other fringe benefits for its employees so long as the Association is certified as the bargaining agent of the employees authorizations are not revoked.

**[Bargaining Note:** School districts are required under ORS 292.055 and ORS 243.776 to make deductions for and payments to bona fide labor organizations (other than the exclusive representative) for so long as the requests are not revoked. Furthermore, no deductions for or payments to any bona fide labor organization shall be deemed an unfair labor practice under ORS 243.672.]

## **ARTICLE XXVIII - SITE COMMITTEES**

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

The District will provide support to 21st Century Schools Councils within budgetary limitations through released time, scheduling adjustments, use of duty periods for council assignments or extra compensation, whichever is appropriate. The District will also provide appropriate staff inservice.

Schools councils which do not have duty periods to hold meetings shall have substitutes available for the equivalent of four (4) one-half (½) days per year for council business. Additionally, there ~~will~~may be three 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. Grant monies will be used to provide further time and resources for schools councils business when available.

## ARTICLE XXVIII - EXTRA COMPENSATION

- A. 1. The extra compensation schedule, found in Exhibit A-1 of this Agreement, 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 employee bargaining unit member chooses to work beyond the required amount will not be compensated.

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 employee 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.

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.

2. ~~For services furnished, compensation will be determined in Exhibit "A-1" which is incorporated herein as though fully set out.~~ Exhibit "A-1" 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 experience step which is 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.

3. GRANDFATHERED POSITIONS

Those employees 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 employee bargaining unit member continues to hold that position with the exception of the music teachers who are grandfathered on another set of criteria.

Should an employee 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 employees bargaining unit members who are grandfathered in eliminated extra compensation assignments, ~~They~~ they would not come back to the grandfathered schedule once they have stopped unless they were on an approved leave of absence.

4. EXTENDED TIME COMPENSATION

- a. Compensation for extended days beyond the regular school year shall be based on 2 points per day at a point value of .00365 of the annual salary schedule base.
- b. The number of days of extended time for extra curricular or responsibility compensation positions are listed in Exhibit "A-1". Changes in the number of weeks/days of extended time may be sought by an Association member through his/her building principal to the Superintendent but remain the prerogative of the District.
- c. Varsity coaches in team or individual sports approved by the OSAA for post-season competition shall be eligible for extended season compensation as follows:
  1. For team and/or individual competition, compensation shall be based on a weekly rate equal to their regular season pay divided by twelve (12) but not to exceed 9% of their total season extra-compensation per week of competition.
  2. In individual sports where one (1) to five (5) students are participating in a post-season activity, one (1) coach shall be paid; pay for additional coaches shall be based on a ration of one (1) coach for every five (5) participants or part thereof.

For team sports the following coaches are eligible for pay when students are participating in post-season competition:

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 (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)

3. Coaches shall be paid for each extended week or part thereof beginning with the first day following the OSAA adopted "cut-off" date for regular competition in each sport. Eligible coaches should report days on a payroll time sheet to the Coordinator of Secondary Athletics. Pay shall

be received at the next regular pay date following the completion of competition.

- d. ~~By the start of the 2002 school year, per diem compensation will replace the current system of compensation for those on extended contracts. The Extra Compensation Committee will determine the specifics of this phase in, with approximately equal numbers being added each year.~~

5. 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 ~~staff~~ 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 ~~employees~~ bargaining unit members shall be paid for approved work at the extended contract hourly/daily rate. ~~Until transition to per diem pay, pool days will be paid at the rate of 2 points per day at a per point value of .00365 of the annual salary schedule base.~~

6. EXTRA COMPENSATION APPEALS COMMITTEE

- a. The amount of compensation for extra curricular and responsibility compensation positions shall be negotiated between the Association's bargaining team and the Board of Education team.
- b. ~~Without waiver of the provisions of Article II-D, a~~ 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 Appeals Committee by November 1st for the following year.
- c. The Extra Compensation Appeals Committee shall be established annually by October 1st. The Superintendent shall appoint three members to the committee, and the Association President shall appoint three members to the committee. To provide continuity, two members from each team shall be selected from the previous year's committee. ~~¶~~The committee shall hear all appeals, and make recommendation to the Superintendent and MEA, for adjustment on the schedule.

B. ASSIGNMENT

1. All extra curricular 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 (listed in Exhibit A-1), shall be voluntary.
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 may resign from extra curricular compensation positions by notifying the building principal in writing by March 1st. This includes positions designated as (1) athletic; (2) athletic-related; and (3) special activities.
- ~~32.~~ Bargaining unit members may not resign from responsibility for extra compensation positions without the approval of the building principal unless they also resign their regular teaching position. 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 teachers, 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 teachers 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 member of the bargaining unit.

F. MOVEMENT ON THE 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. An employee 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, an employee 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 2 years of experience.

G. SUBSTITUTE TEACHERS 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; ~~except,~~ Substitutes' pay for intramurals will be paid at the rate of \$10.00 per hour.

## **ARTICLE XXXVIII - STUDENT DISCIPLINE**

- A. The District supports the authority of ~~employees~~bargaining unit members to use prudent disciplinary measures for the safety and well-being of students and ~~employees~~bargaining unit members as well as the authority to use standard disciplinary measures for each handicapped student, except where exceptions are noted in the IEP.

In the exercise of authority by an ~~employee~~bargaining unit member to control and maintain order and discipline, the ~~employee~~bargaining unit member may use reasonable and professional judgment within board policies and consistent with federal and state laws or regulations.

- B. In those instances where the student is removed from the classroom by the teacher for reasons involving threats, intimidation or violence, the student will not be returned to the classroom without a conference involving the student, administrator, and teacher.
- C. School principals will meet with the ~~employees~~bargaining unit members annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- D. Individuals on school premises under the influence of alcohol or other controlled substances or who have possession of drugs or other non-prescribed narcotic substances will be reported to the appropriate law enforcement agency through the administration.
- E. The District shall discipline and report to the appropriate law enforcement agency any individual who physically or verbally abuses or intimidates or interferes with an ~~employee~~bargaining unit member performing his/her duties.
- F. In accordance with the Student's Rights and Responsibilities Handbook, any student who has been involved in a violation of state or federal law regarding weapons at school will be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal laws regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year. The Superintendent may modify the disciplinary consequences on a case by case basis, as provided by law.
- G. Student behavioral records shall be accessible to the receiving bargaining unit member. School officials will establish procedures so that information about students with records of violence including weapon violations will be available, in accordance with law, to bargaining unit members who "need to know" as a result of an assignment to teach or supervise the student.

## ~~ARTICLE XXIXI - CONTINUING PROFESSIONAL DEVELOPMENT~~

- A. ~~The district will initiate and maintain by the 2000-2001 school year a continuing professional development plan in which bargaining unit members shall be permitted to participate to meet TSPC's Continuing Professional Development requirements in order 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's designee 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 XXXII – STRESS REDUCTION~~**

- A. ~~A district committee, including MEA members appointed by the Association, and representative of the district administration, will be formed to identify stress reduction options and implement insurance education. Alternatives that alter or conflict with provisions of the bargaining agreement will not be considered.~~
- B. ~~A simplified personal accountability report, similar to that used at the secondary level, will be developed for use in the elementary schools prior to the start of the 2002-03 school year.~~
- C. ~~The elementary report card will be reviewed by the committee who designed it to see if the report card can be simplified. The district will provide the names of the district report card committee to the MEA at least 14 days prior to the date of the first committee meeting.~~
- D. ~~Additional job requirements, responsibilities, and/or duties may be accompanied by a corresponding reduction in workload that is agreeable to the parties involved and as implemented by letters of understanding.~~

**ARTICLE XXXIII - Elementary and Secondary Education Act (No Child Left Behind Act)**

A. A labor-management committee shall be formed to make recommendations to the District regarding implementation of the reauthorized ESEA/NCLB. The committee shall consist of three members appointed by the Association and three members appointed by the District.

[Bargaining Note: The provisions of this Agreement are binding on the parties and may only be modified in writing (Article III c)].

Counter Proposal #1  
Medford School District Licensed Negotiations  
April 12, 2006

In witness whereof, the parties have caused this to be executed on the day of the year first above written.

SCHOOL DISTRICT 549C

MEDFORD EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Chairman President

By: \_\_\_\_\_  
Superintendent Negotiation Chair

\_\_\_\_\_  
Date Date

## **EXHIBIT A-1 - EXTRA CURRICULAR COMPENSATION POSITIONS**

- A. Athletic
    - 1. Baseball
    - 2. Basketball
    - 3. Cross Country
    - 4. Football
    - 5. Golf
    - 6. Soccer
    - 7. Softball
    - 8. Swimming
    - 9. Tennis
    - 10. Track
    - 11. Volleyball
    - 12. Wrestling
  
  - B. Athletic-Related Activities
    - 1. Drill Team
    - 2. Flag Team
    - 3. Rally Squad
    - 4. Athletic Trainer
    - 5. Weight Coach
  
  - C. Special Activities
    - 1. Audio Visual
    - 2. Class Advisor
    - 3. Drama
    - 4. Elementary Admin. Assistant
    - 5. Safety Patrol
    - 6. Student Council
    - 7. Department Coord.-Middle School
    - 8. Division Leader
    - 9. Team Leader-McLoughlin
    - 10. Team Representative-Hedrick
    - 11. Planetarium Director
  
  - D. Classroom-Related Activities
    - 1. Arts & Crafts (grandfather only)
2. Special Education

3. Music
  - (a) Band
  - (b) Orchestra
  - (c) Vocal
4. Publications (7-12)
  - (a) High School Annual
  - (b) High School Newspaper
  - (c) Middle School Journalism
5. Forensics Coach
6. Forensics Business Manager
7. Technical Arts (grandfather only)
8. High School Printing
9. Dist. Ed Group of America
10. Voc. Ind. Group of America
11. Future Bus. Ldrs of America

E. Support Services

1. Counselor
2. Dean
3. Media Specialist (7-12)  
(grandfather only)
4. Secondary Activities or  
Athletics Coordinator
5. Scholarship

**EXHIBIT A-1 - EXTRA CURRICULAR COMPENSATION VALUES**

NOTE: % of Base refers to annual salary schedule base salary - 3+ years experience level will be 16% higher than the amount for the 0-2 year experience level.

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <i>EXPERIENCE:</i> 0-2 Years 3 - 5 Years 6+ Years			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - 3+ years exper. is 16% more than 0-2 yr. amount)	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
<b>ATHLETICS</b>					
33	34	35	Baseball - Boys		
			Head Coach	12.5	
			Varsity Assistant Coach	9.5	
			J.V. Coach	9.5	
			Frosh Coach	8.5	
19	20	21	Basketball - Boys		
			Head Coach	16.5	
			Varsity Assistant Coach	10.5	
			J.V. Coach	10.5	
			Soph. Coach	8.5	
			Frosh Coach	8.5	
Middle School Head Coach	7.5				
			7th/8th grade Coach	5.5	
19	20	21	Basketball - Girls		
			Head Coach	16.5	
			Varsity Assistant Coach	10.5	
			J.V. Coach	10.5	
			Frosh Coach	8.5	
			Middle School Head Coach	7.5	
			7th/8th grade Coach	5.5	
			Cross Country - Boys/Girls		
			Head Coach	10.5	
			Varsity Assistant Coach	8.5	
			Middle School Head	6.5	

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <b>EXPERIENCE:</b> <i>0-2 Years 3 - 5 Years 6+ Years</i>			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
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 10.5 9.5 8.5 7.5 5.5	
			Golf - Head Golf	10.5	
			Soccer - Boys Head Coach J.V. Coach	12.5 9.5	
			Soccer - Girls Head Coach J.V. Coach	12.5 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 grade Coach	12.5 10.5 9.5 9.5 7.5 5.5	

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <i>EXPERIENCE:</i> 0-2 Years 3 - 5 Years 6+ Years			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
			Volleyball - Girls Head Coach	12.5	
			Varsity Assistant Coach	9.5	
			J.V. Coach	9.5	
			Soph. Coach	8.5	
			Frosh Coach	8.5	
			Middle School Head Coach	7.5	
			7th/8th grade Coach	5.5	
25	26	27	Wrestling Head Coach	12.5	
			Varsity Assistant Coach	9.5	
			J.V. Coach	9.5	
			Frosh Coach	8.5	
			Middle School Head Coach	7.5	
			7th/8th grade Coach	5.5	
<b>ATHLETIC-RELATED</b>					
			Drill/Dance Team	9.5	
			Flag Team	5.0	
			Rally Squad Head	12.5	
			Assistant	9.5	
			Frosh	5.0	
			Middle School	5.0	
			Athletic Trainer (per season) Fall	9.5	
			Winter	9.5	
			Spring	9.5	
			Weight Coach (per season) Fall	8.5	
			Winter	8.5	
			Spring	8.5	
			Summer	8.5	
<b>SPECIAL ACTIVITIES</b>					

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <i>EXPERIENCE:</i> 0-2 Years 3 - 5 Years 6+ Years			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
			Audio Visual Middle School Elementary	9.5 9.5	118+ 118+
			Class Advisor Senior Junior Soph Frosh	5.0 5.0 3.5 3.5	62+ 62+ 44+ 44+
			Drama - Secondary Head Assistant High School Musical	12.5 3.5 4.0	150+ 44+ 49+
14	15	16	Elem. Administrative Assistant	3.5	44+
			Safety Patrol - Elementary	3.5	44+
			Student Council High School Middle School Elementary	7.5 3.5 3.5	93+ 44+ 44+
			Department Coord. - Middle Sch	7.5	93+
			Division Leader - High School	9.5	118+
			Team Leader - McLoughlin Team Representative - Hedrick	7.5 4.5	93+ 56+
19	20	21	Planetarium Director	5.0	62+
<b>CLASSROOM-RELATED ACTIVITIES</b>					
12	13	14	Arts & Crafts Secondary	Eliminated	
6	7	8	Arts & Crafts (Cont) Middle School		

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <i>EXPERIENCE:</i> 0-2 Years 3 - 5 Years 6+ Years			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
9	10	11	Special Ed Site-Based Education Resource Speech Clinicians 3rd Party Billing (must have qualifying license)	2.5 2.5 2.5 0.75	18+ 18+ 18+ 9+
44 9 N/A N/A 15 13 6 2/blg+ 1/exp.	45 10 N/A N/A 16 14 7 2/blg+ 2/exp.	46 11 N/A N/A 17 15 8 2 blg+ 3/exp.	Music - Band Secondary Secondary Asst. Middle School Middle School Asst. Middle School "A" Middle School "B" Middle School Stage Elementary (per school) Elem. Honor Band-per participating teacher	19 9.5 3.0 .75 N/A N/A N/A .32 \$100/assignment	245+ 118+ 37+ 9+ N/A N/A N/A 3+ N/A
19 4 13 2/blg+ 1/exp.	20 5 14 2/blg+ 2/exp.	21 6 15 2 blg+ 3/exp.	Music - Orchestra Secondary Secondary Asst. Middle School Elementary (per school) Elem. Honor Orch.-per participating teacher	1.5 eliminated 1.5 .32 \$100/assignment	18+ 18+ 3+ N/A

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <b>EXPERIENCE:</b> <i>0-2 Years 3 - 5 Years 6+ Years</i>			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
44	45	46	Music - Vocal		
44	45	46	Music Program Supervisor	12.5	150+
24	25	26	Secondary	12.5	150+
7	8	9	Middle School	2.0	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	.45	5+
N/A	N/A	N/A	Elem. - each grade in 2nd school	.15	1+
N/A	N/A	N/A	High School Musical (vocal only)	4.0	49+
			Annual		
			Secondary	9.5	118+
			Middle School	5.0	62+
			Publications	9.5	118+
17	18	19	High School Newspaper	5.0	62+
			Middle Sch. Journalism		
			Forensics (formerly Speech/Debate)	9.5	118+
			Forensics Coach		
			Forensics (formerly Speech/Debate)(Cont)	9.5	118+
			Forensics Business Manager		
36	37	38	Technical Arts		
16	17	18	H.S. Print Shop (Sec.-Printing)	6.5	80+
6	7	8	Sec.-	Eliminated	
12	13	14	Woods/Metals/Machines/Auto	Eliminated	
			Electricity Graphics	Eliminated	
			Sec.-Construction/Drafting	Eliminated	
			Jr. High-Woods/Metals		
			Voc. Indus. Groups of America	7.5	93+

<b>GRANDFATHERED POINTS</b> RATE = \$82.26/POINTS (This section applies to those who held positions during the 1993-94 contract year unless otherwise indicated.) <b>EXPERIENCE:</b> 0-2 Years 3 - 5 Years 6+ Years			<b>POSITION</b>	<b>% OF BASE SALARY</b> (for 0-2 years experience - <i>3+ years exper. is 16% more than 0-2 yr. amount</i> )	<b>HOURS</b> (FOR CO-CURRICULAR POSITIONS ONLY)
			Dist. Educ. Group of America	7.5	93+
			Future Business Ldrs. of America	7.5	93+
<b>SUPPORT SERVICES</b>					
			Counselor High School	7.5	93+
			Middle School	7.5	93+
			Child Development Specialist	5.5	68+
			Dean Secondary	16.5	205+
			Middle School	12.5	150+
			Elementary	N/A	
29	30	31	Media Specialist		
14	15	16	Secondary	Eliminated	
N/A	N/A	N/A	Middle School	Eliminated	
			Elementary	N/A	
			Secondary Activities/Athletics		
			H. S. Bldg. Athletics	23.5	330+
			H. S. Bldg. Activities	12.5	150+
			Scholarship	7.5	93+

**CRITERIA USED FOR DETERMINING % OF BASE SALARY EXTRA COMPENSATION**

Athletics and Athletic-Related Positions:

Length of season; head coach; length of practice sessions; equipment responsibilities; number of contests; vacation or non-school day practices; games; number of players on team; school community pressure; Saturday/Sunday contests; evening contests; and team travel.

Co-curricular Positions:

Amount of time beyond the normal work day/year required to fulfill the obligations of the job description.

Counter Proposal #1  
 Medford School District Licensed Negotiations  
 April 12, 2006

1999-2000 EXTENDED DAYS

POSITION	NUMBER OF EXTRA DAYS
Middle School Dean	20
Instructional Media Services Specialist; H. S. Dean	15
H. S. Counselor; Elementary Dean	10
H. S. Building Athletics Coordinator	7
Division Leader	6
Middle School Counselor; School Psychologist; Media Specialists-Elem & Sec; Scholarship; H. S. Annual; H. S. Printing; Special Ed Site-Based and Ed. Resource Teachers.	5
H. S. Building Activities Coordinator	3

**~~Medford School District 549C~~**  
**~~2005-2006 Certificated Basic Salary Schedule~~**

Years Experience	Bachelors Degree	(Quarter hours)				
		BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
0	\$31,412	\$32,480	\$33,584	\$34,726	\$35,907	\$37,128
1	\$32,480	\$33,584	\$34,726	\$35,907	\$37,128	\$38,390
2	\$33,584	\$34,726	\$35,907	\$37,128	\$38,390	\$39,695
3	\$34,726	\$35,907	\$37,128	\$38,390	\$39,695	\$41,045
4	\$35,907	\$37,128	\$38,390	\$39,695	\$41,045	\$42,441
5	\$37,128	\$38,390	\$39,695	\$41,045	\$42,441	\$43,884
6	\$38,390	\$39,695	\$41,045	\$42,441	\$43,884	\$45,376
7		\$41,045	\$42,441	\$43,884	\$45,376	\$46,919
8		\$42,441	\$43,884	\$45,376	\$46,919	\$48,514
9			\$45,376	\$46,919	\$48,514	\$50,163
10			\$46,919	\$48,514	\$50,163	\$51,869
11				\$50,163	\$51,869	\$53,633
12				\$51,869	\$53,633	\$55,457
13					\$55,457	\$57,343
14					\$57,343	\$59,293
Masters Degree:		\$1,571				
Doctorate Degree:		\$3,141				
Increment:		.034				

## Appendix A

### Medford School District 549C Licensed Agreement 2006-2007

Years Experience	BA	BA+15	BA+30	BA+45	BA+60	BA+75
<u>0</u>	<u>\$31,883</u>	<u>\$32,967</u>	<u>\$34,088</u>	<u>\$35,247</u>	<u>\$36,446</u>	<u>\$37,685</u>
<u>1</u>	<u>\$32,967</u>	<u>\$34,088</u>	<u>\$35,247</u>	<u>\$36,446</u>	<u>\$37,685</u>	<u>\$38,966</u>
<u>2</u>	<u>\$34,088</u>	<u>\$35,247</u>	<u>\$36,446</u>	<u>\$37,685</u>	<u>\$38,966</u>	<u>\$40,290</u>
<u>3</u>	<u>\$35,247</u>	<u>\$36,446</u>	<u>\$37,685</u>	<u>\$38,966</u>	<u>\$40,290</u>	<u>\$41,661</u>
<u>4</u>	<u>\$36,446</u>	<u>\$37,685</u>	<u>\$38,966</u>	<u>\$40,290</u>	<u>\$41,661</u>	<u>\$43,078</u>
<u>5</u>	<u>\$37,685</u>	<u>\$38,966</u>	<u>\$40,290</u>	<u>\$41,661</u>	<u>\$43,078</u>	<u>\$44,542</u>
<u>6</u>	<u>\$38,966</u>	<u>\$40,290</u>	<u>\$41,661</u>	<u>\$43,078</u>	<u>\$44,542</u>	<u>\$46,057</u>
<u>7</u>		<u>\$41,661</u>	<u>\$43,078</u>	<u>\$44,542</u>	<u>\$46,057</u>	<u>\$47,623</u>
<u>8</u>		<u>\$43,078</u>	<u>\$44,542</u>	<u>\$46,057</u>	<u>\$47,623</u>	<u>\$49,242</u>
<u>9</u>			<u>\$46,057</u>	<u>\$47,623</u>	<u>\$49,242</u>	<u>\$50,915</u>
<u>10</u>			<u>\$47,623</u>	<u>\$49,242</u>	<u>\$50,915</u>	<u>\$52,647</u>
<u>11</u>				<u>\$50,915</u>	<u>\$52,647</u>	<u>\$54,437</u>
<u>12</u>				<u>\$52,647</u>	<u>\$54,437</u>	<u>\$56,289</u>
<u>13</u>					<u>\$56,289</u>	<u>\$58,203</u>
<u>14</u>					<u>\$58,203</u>	<u>\$60,182</u>

Masters Degree:                    \$1,571  
Doctorate Degree:                \$3,141  
Increment:                            .034

**Medford School District 549C**  
**Licensed Agreement**  
**2007-2008**

<u>Years Experience</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>BA+75</u>
<u>0</u>	<u>\$32,361</u>	<u>\$33,462</u>	<u>\$34,599</u>	<u>\$35,776</u>	<u>\$36,992</u>	<u>\$38,250</u>
<u>1</u>	<u>\$33,462</u>	<u>\$34,599</u>	<u>\$35,776</u>	<u>\$36,992</u>	<u>\$38,250</u>	<u>\$39,550</u>
<u>2</u>	<u>\$34,599</u>	<u>\$35,776</u>	<u>\$36,992</u>	<u>\$38,250</u>	<u>\$39,550</u>	<u>\$40,895</u>
<u>3</u>	<u>\$35,776</u>	<u>\$36,992</u>	<u>\$38,250</u>	<u>\$39,550</u>	<u>\$40,895</u>	<u>\$42,286</u>
<u>4</u>	<u>\$36,992</u>	<u>\$38,250</u>	<u>\$39,550</u>	<u>\$40,895</u>	<u>\$42,286</u>	<u>\$43,724</u>
<u>5</u>	<u>\$38,250</u>	<u>\$39,550</u>	<u>\$40,895</u>	<u>\$42,286</u>	<u>\$43,724</u>	<u>\$45,210</u>
<u>6</u>	<u>\$39,550</u>	<u>\$40,895</u>	<u>\$42,286</u>	<u>\$43,724</u>	<u>\$45,210</u>	<u>\$46,747</u>
<u>7</u>		<u>\$42,286</u>	<u>\$43,724</u>	<u>\$45,210</u>	<u>\$46,747</u>	<u>\$48,337</u>
<u>8</u>		<u>\$43,724</u>	<u>\$45,210</u>	<u>\$46,747</u>	<u>\$48,337</u>	<u>\$49,980</u>
<u>9</u>			<u>\$46,747</u>	<u>\$48,337</u>	<u>\$49,980</u>	<u>\$51,679</u>
<u>10</u>			<u>\$48,337</u>	<u>\$49,980</u>	<u>\$51,679</u>	<u>\$53,437</u>
<u>11</u>				<u>\$51,679</u>	<u>\$53,437</u>	<u>\$55,254</u>
<u>12</u>				<u>\$53,437</u>	<u>\$55,254</u>	<u>\$57,133</u>
<u>13</u>					<u>\$57,133</u>	<u>\$59,076</u>
<u>14</u>					<u>\$59,076</u>	<u>\$61,085</u>

Masters Degree:                   \$1,571  
Doctorate Degree:               \$3,141  
Increment:                         .034