Economic Package- A11, 13, 14 19

Article 11 Basic Compensation

A. Salary Determination

1. **~~2019~~ 2023-2026**

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

   2023-2024 6.25% (six and one quarter percent) COLA[1]

   2024-2025 4.3% (four and three tenths percent) COLA

   2025-2026 3% (three percent) COLA

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

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

The Licensed Specialist Schedule is referenced in Appendix B 1-4. Any increases to the Licensed Teacher salary schedule will be applied to the licensed Specialist salary schedule. These specialists shall also receive the SPED stipend. School psychologist oversight of interns is optional, but if a school psychologist opts to do this, they will be paid $1,500. Speech Language Pathologists with oversight of SLPAs shall receive an annual stipend of $2,500. Assignment of interns and SLPAs will be at the discretion of the special education director.

C. **Payroll Periods**

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

   Salaries and wages shall be paid by the 20th day of each month except as hereinafter provided. Bargaining unit members employed as of July 1 shall be paid for the ensuing school year in twelve (12) equal payments. Bargaining unit members who serve less than a full school year shall receive a salary only in the amount that bears the same ratio to the established annual salary for the position as the time served bears to the contract term. Bargaining unit members resigning may be paid the full amount due them at the time of resignation; but no later than the Friday of the following week. Bargaining unit members legally released by the Board from their contract will be paid upon demand the full amount due them within ten (10) days after release.

2. ~~Pay Option:~~ Each bargaining unit member ~~has the option of receiving~~ will receive their June, ~~July, and August~~ paychecks on June 20 and their July and August paychecks by June 30. ~~Elections to do so must be in writing and delivered to the District prior to May 15 of that contract year. Changes in payroll deductions for June, July, and August must be identified by May 15 as well.~~

D. **Payroll Deductions**

1. Within the confines of the District's payroll system, deductions may be made for United Way, other charitable institutions, employee credit union, insurance, tax sheltered annuities, professional dues, as well as mandatory salary deductions of retirement and withholding.
2. Upon request in writing to the Human Resource office, the District will furnish an accounting of the following:

   a. Sick leave utilized and remaining.

   b. All other leaves utilized and remaining.

   c. Bargaining unit members who utilize unpaid leaves prior to or following holidays and/or vacation

[1] The parties are still bargaining the effective date of the 2023-24 wage increase- whether it is effective upon ratification or retroactively effective July 1, 2023.

periods will receive their holiday pay.

E. **PERS**

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

F. **Salary Schedule**

1. The Salary Schedules for each of the school years covered in this contract are incorporated herein by reference.
2. ~~Schedule indices for 2019-20 shall remain the same three-point four percent (3.4%), with the Master's Degree premium five percent (5%) of the base salary and the Doctorate premium ten percent (10%) of the base salary.~~

    ~~2.~~ 2. Movement from the certified to specialist schedule shall be lateral if it is in the same school year, and the same step plus one step for advancement if it is for the following school year. Current licensed specialists who wish to have their vertical placement reviewed under this new criteria, must request in writing to human resources within the three week time period announced by the District after contract ratification to indicate their desire for review in order to be considered for a placement change. Employees then will be required to complete employment verification forms for each of their prior education employers. Human Resources must receive the completed verification forms by 4:30 pm on Wednesday, May 1, 2024 for consideration. Verified increases in years of experience will take effect for the beginning of the 2024-25 school year and will not be retroactive, nor subject to the grievance procedure. It is understood that verifications that do not meet the stipulated timeline or requests for review that are outside of the announced time period will not be considered.

3. Schedule indices ~~shall increase in 2020-21 and~~ shall remain ~~the same~~ at three-point five percent (3.5%) ~~thereafter~~, with the Master's Degree premium five percent (5.0%) of the base salary and the Doctorate premium ten percent (10%) of the base salary.
4. Horizontal movement on the salary schedule will be awarded upon submission of official transcripts, including posted degree and any additional credit hours after the conferral of the Bachelor's Degree or grade reports furnished prior to October 15. Bargaining unit members moving horizontally shall be allowed unlimited vertical movement for years of experience where the salary schedule permits.
5. Vertical movement on the salary schedule at the beginning of a school year, that is, an increment based on additional experience, will be contingent upon satisfactory performance by the bargaining unit member during the previous school year, based upon evaluation standards and procedures adopted by the District. If the improvement is not made, then the increment, if any, will be withheld for the subsequent school year.

    6. Vertical Placement on Schedule: The District may use prevailing District practice on crediting years of certified teaching experience when placing a new hire on the salary schedule. Initial placement will be based upon verified years of licensed teaching experience of at least 0.5 FTE; 135 consecutive days per year in the same K-12 school/district; or 135 contracted days in two or fewer school districts provided the position was within the same school year as the teacher of record, and not as a short term or long term substitute. When considering professional experience other than teaching, the District will credit one year of vertical placement for every two years of actual professional experience. Current licensed employees who wish to have their vertical placement reviewed under this new criteria, must request in writing to human resources within the three week time period announced by the District after contract ratification to indicate their desire for review in order to be considered for a placement change. Employees then will be required to complete employment verification forms for each of their prior education employers. Human Resources must receive the completed verification forms by 4:30 pm on Wednesday, May 1, 2024 for

consideration. Verified increases in years of experience will take effect for the beginning of the 2024-25 school year and will not be retroactive, nor subject to the grievance procedure. It is understood that verifications that do not meet the stipulated timeline or requests for review that are outside of the announced time period will not be considered.

6.

7. 7. The parties recognize the possibility of errors in compensation. When such errors are discovered and brought to the attention of the District, the District's liability shall be limited to 100% of the difference between the amount the bargaining unit member was actually paid and the salary amount they were entitled to receive for the three (3) years immediately preceding the discovery of the mistake and fifty percent (50%) of the difference for years prior to that up to a maximum of an additional three (3) years. Under no circumstance shall a bargaining unit member be compensated for mistakes made in compensation for more than six (6) years prior to the discovery of the mistake. Errors in which the bargaining unit member was overpaid shall be considered only for the year in which it's discovered. Repayment to the District shall be made over the remaining months of that fiscal year or by other mutual agreement.

G. **Tuition Reimbursement**

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

1. All bargaining unit members who are contracted bargaining unit members of the District are eligible to apply for tuition reimbursement.
2. Applications for tuition reimbursement and transcripts or grade cards verifying course completion must be submitted to the personnel office on or before October 15.
3. Disbursement of funds shall be made following October 15 and no later than December 1.
4. In order to be eligible for reimbursement, the applicant must be employed by the District during the previous and current academic years.
5. Reimbursement for all courses will be granted only for those courses directly related to the applicant's assignment, unless prior approval of the administration is secured.
6. If enough monies are available, all eligible applicants shall be paid at a rate equal to the tuition fee charged by the Oregon State System of Higher Education at the time the course is taken for graduate credit for each quarter hour up to a maximum of three (3) hours.

7. Remaining monies shall be pro-rated on a per credit basis to those applicants having earned more than three (3) hours. In no instance shall reimbursement be granted for more than nine (9) hours nor shall the rate of reimbursement exceeds the tuition fee charged by the Oregon State System of Higher Education at the time the course is taken.

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

b. ~~Those~~ Licensed bargaining unit members employed by the District ~~as of June 1, 1981,~~ who are required to take additional course work due to a change in Teacher Standards and Practices Commission regulations affecting licensure (does not apply for members adding endorsements or provisional licenses, but rather a change in requirements to existing licenses) .

14. If not enough money is available for full-time tuition reimbursement of all eligible, the money will be pro-rated equally on the basis of credit hours. Funds not expended during a contract year will revert to the District.

H. **Student Teacher Supervision**

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

I. **Mileage Rate and Travel Allowance**

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

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

J. **Compensatory Time/Coverage Time**

1. Participation
   a. Bargaining unit members who cover another bargaining unit member's class, during their preparation period or who lose scheduled specialist preparation time during the student contact day shall accrue compensatory time or their hourly rate of pay, at the employee's discretion, during that pay period, as reflected on that week's time card in accordance with Appendix G- Class Coverage MOU.
      b. Comp time may not be earned while covering a class during an assigned teaching time or when losing specialist time due to teacher scheduled activities
2. Accrual: Compensatory time will accrue as follows:
   a. For each minute spent covering a class, a bargaining unit member will receive a minute of compensatory time, and accrual shall be unlimited.
3. Usage: Bargaining unit members may use their accrued comp time as follows:
   a. for every ~~three (3)~~ three (3) and three-quarters 3.75 hours of compensatory time accrued, the teacher may take one half (1/2) day of paid leave.
   b. leave taken under this provision shall be in increments of no less than one half (1/2) days with the following exception:
      - Leave taken under this provision may be taken in less than one half (1/2) day increments if a substitute or other class coverage is not required.
   c. Compensatory time shall be taken by the end of the school year ~~following the year~~ in which it was accrued.

   d. Any request for comp time spanning a predetermined holiday (i.e. Christmas, Thanksgiving, Martin Luther King, etc.) must be approved by the building Principal at least one week prior (except in emergency) to taking leave.

   e. Unused compensatory time at the end of the year shall be paid out at the employee's daily rate.

4. Accounting:
   a. Each building will keep an accounting of accrued and used compensatory time.
   b. Bargaining unit members may ask for an individual accounting of their accrued compensatory time.

K. **Reimbursement for Unused Personal Leave**
Bargaining Unit Members who do not use all of their personal days shall be reimbursed at the following rate. ~~following rates:~~

Unused Personal Days	Reimbursement
3.0	$~~300~~$750
2.5	$~~200~~$625
2.0	$~~150~~$500
1.5	$~~90~~ $375
1.0	$~~50~~ $250

Reimbursements shall be included in the June paycheck or in the employee's last salaried check with the District. For purposes of this agreement full-day or half-day increments only beginning with 1.0 unused days.

L. **Supervisory Nurses/Nurses**
1. Provisions will be made for supervisory time allotment equal to seven and one-half (7.5) hours per week for the appointed supervisory nurse.
2. All nurses ~~will work one (1) week extended contract.~~ will have two extended contract days, the day before and the day-after teacher contract days.

Article 13 Insurance Benefits

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

1. Insurance Plan
   a. The District maintains a self-insured insurance plan for all employees. ~~If the self-insured insurance plan is no longer economically sustainable, the parties will engage in expedited bargaining related to utilizing OEBB for all employees' insurance.~~ If an alternate plan is made available to another bargaining group in the District, MEA will have the option to change to the other plan (see Article XVIII-B). If insurance is provided through OEBB at any time, the District will no longer maintain a self-insured insurance plan.
   b. Eligible bargaining unit members may choose to participate in the Medford School District Self Insurance Plan (MSD-SIP) during the open enrollment periods. ~~The District shall offer three (3) plans during the 2019-2020 school year aligned with the Oregon Educator's Benefit Board's (OEBB's) current Plans 3, 4 and 7.~~ Beginning with the ~~2020-2021~~ 2023-2024 school year, through the end of the term of this agreement, the District shall offer four (4) plans aligned with the Oregon Educator's Benefit Board's (OEBB's) current Plans 3, 4, ~~5~~6 and 7. The District may add plans in subsequent Plan Years. A Plan Year is defined as October 1 through September 30.
   c. Due to the economic conditions of the District self-insured plan at the time of the drafting of this agreement, the Insurance Advisory Committee (Article 18.B.5.) will make a recommendation to the Superintendent by February 29, 2024 about moving to the Oregon Educators Benefit Board (OEBB) for insurance for the plan year beginning October 1, 2024. The parties agree to accept the Superintendent's decision and therefor will not be required to enter into expedited bargaining on this topic.

2. District Contribution

   A. If Self-Insured for Healthcare:

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

a. The District shall pay the proportional share below toward each employee's insurance premium.

- 2023-2024: Employee share: 15%; District share: 85%
- 2024-2025: Employee share: 15%; District share 85%
- 2025-2026: Employee share: 15%; District share 85%

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

For the term of the contract the District will provide a high deductible/HSA eligible plan that aligns with the plan design and tiered rates of the OEBB Plan 7 (or is the OEBB Plan 7 if in OEBB) at employees' zero dollar ($0) monthly contribution ~~Employee share: 2.5% 5%; District share 97.5% 95%.~~

b. For employees who are .50 FTE to .99 FTE, the District's contribution shall be proportionately prorated.

c. District contributions shall begin on the first day of the second full month of employment.

d. The District will provide and pay the full premium cost of Long-Term Disability Insurance for all members of the bargaining unit employed 760 hours or more per year. Benefits shall be available as per terms of the Long-Term Disability Policy.

B. If the District changes to OEBB as the Healthcare Insurance Provider:

a. The District will contribute 100% of the combined cost of OEBB Medical Plan 7 (HSA), Dental Plan 5 and VSP Choice Plus 1, regardless of what plan employees select.

b. Employees selecting plans other than what is outlined in 2.B.a shall receive the same base dollar amount (replacing the 85%/15% split) contributed toward their plan with the employee paying the remaining share, meaning employees are picking up the full additional cost of the higher cost plan.

c.. For employees who are .50 FTE to .99 FTE, the District's contribution shall be proportionately prorated.

d. District contributions shall begin on the first day of the second full month of employment.

e. The District will provide and pay the full premium cost of Long-Term Disability Insurance for all members of the bargaining unit employed 760 hours or more per year. Benefits shall be available as per terms of the Long-Term Disability Policy.

3. Insurance Waiver Option

If self-insured for Health Care under MSD-SIP

Bargaining unit members who provide proof of insurance from another source including the District may be allowed to withdraw from the MSD-SIP. Members who choose to withdraw from the MSD-SIP shall receive a District contribution of $200 per month. ~~This contribution shall be deposited into the member's approved IRS Section 125 plan. Beginning October 1, 2020 2023, members receiving the waiver contribution cannot be on the MSD-SIP through another member or in any other way receive the stipend~~.

If the District is insured under OEBB

If insurance is provided through OEBB, bargaining unit members who provide proof of insurance from another source including the District ~~outside of the District~~, shall receive a District contribution of $400 per month.

C. Health Insurance Fund

District and employee contributions shall be allocated to the District Health Insurance Fund. This Fund is independent of the District General Fund, separated for accounting, payment, and reporting purposes. The Health Insurance Fund shall be the sole repository of all District and employee insurance contributions and shall pay all claims and costs associated with the operation of the MSD-SIP. This section (13.B.) will sunset on the day insurance is provided by OEBB.

D. Termination Benefits

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

E. Benefits During Leave

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

~~**F. Employees who have Dual Coverage within the District**~~

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

~~1. Both employees may select and purchase health insurance coverage as individual employees; or~~

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

Article 14 Retirement Benefits

A. Retirement Eligibility

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

- Must have been hired prior to July 1, 2006, and
- Have completed a minimum of fifteen (15) years' service with the District (or ten (10) years at the top of the salary schedule), and
- Attained the age of fifty-seven (57), but not reached Medicare eligibility.

  Or
- Attained thirty (30) years' creditable service with PERS for general service or twenty-five (25) years' credible service for Police and Fire, but not reached Medicare eligibility.

B. Retirement Benefits

1. Retirement Benefit 1
   a. If an employee meets the eligibility criteria itemized in A above, and retires no later than June 30, 2014, the employee shall be eligible for up to eight (8) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less. An employee retiring under this option may opt for Retirement Benefit 2 (B.2). The District's contribution toward the insurance premium cost will be the same as its contribution for active employees.

   b. Employees eligible to retire under option B.1. who choose to wait to retire until after June 30, 2014 may choose medical insurance coverage as described below or Retirement Benefit 2 (B.2.). The District's contribution toward the insurance premium cost will be the same as its contribution for active employees.

      i. Retire between July 1, 2020 and June 30, 2021 – Up to one (1) continuous years of medical insurance coverage through the District plan or until the employee reaches Medicare eligibility, whichever is less.

2. Retirement Benefit 2

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

   a. Employees shall be credited $2,000 for each year of service, to a maximum of $56,000, calculated from their first full year of service and for each year of service up to and including June 30, 2014. There will be no credit for years of service beyond June 30, 2014.

   b. The total amount credited to the employee shall be payable to the employee with the employee's final payroll at the time of retirement, or the employee shall have the option of transferring the amount into a qualified account(s) allowable by the IRS.

3. See the Memorandum of Agreement entitled, "Retirement Benefit" signed and dated by both parties on April 1, 2021 that remains in effect.

C. Carrier Coverage

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

D. 403(b)

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

Article 19 Duration of the Contract

A. Term

This agreement will be effective as of July 1, 2023 and expire on June 30, 2026. This agreement may be extended by mutual consent of both Parties.