

AGREEMENT

between

McMinnville School District #40
and



McMinnville Education Association
~~2017-2020~~
July 1, 2020 – June 30, 2023

ARTICLE 1: AGREEMENTS AND RECOGNITION

Section A - Agreement

1. This Agreement is entered into between the Board of Directors on behalf of McMinnville School District No. 40, Yamhill County, McMinnville, Oregon, herein referred to as the "Board" or "District," and the McMinnville Education Association, "MEA." The MEA is affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA).
2. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for licensed personnel included in the bargaining unit.

Section B - Term of Agreement/Successor Agreement

This Agreement, which supersedes any previous Agreement, will be effective upon ratification and shall remain in effect through June 30, 20203.

Section C - Successor Agreement

Bargaining for a new Agreement shall be opened by request of either party given in written notice by February 15 of the year in which this Agreement expires, of their intent to negotiate a successor Agreement. The "proposal" exchange shall be completed within forty-five (45) calendar days of the initial notification unless the parties agree on a different date.

Section D - Recognition

The Board recognizes the MEA as the exclusive bargaining representative on wages, hours and conditions of employment for all regular full-time and regular part-time licensed teaching personnel licensed under TSPC, as well as child development specialists, nurses, speech therapists, and psychologists licensed by other state agencies, under contract to the District. Principals, assistant principals, supervisors, confidential employees, bargaining unit members retired from the District unless rehired, and substitute employees are specifically excluded from the bargaining unit. Temporary employees are included in the bargaining unit if employed to fill a position when known that it will continue for more than ninety (90) consecutive work days. The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement.

Section E - Definitions

For this contract, the following definitions apply unless otherwise indicated:

1. Employee or Professional Educator: All unit members represented by the Association in the bargaining unit as defined in Section D above.
2. Probationary: A professional educator who has not completed the probationary period. A professional educator is probationary for his/her first three years of employment as a member of the bargaining unit.

3. Professionally Licensed: All professional educator required, as a condition of employment, to possess a license issued by TSPC, the State of Oregon, an institution of higher education, or a professional society,
4. Temporary: Anyone employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the first contract day for new employees because of unanticipated enrollment or because of the death, disability, retirement, contract non-extension or dismissal of a contract or probationary teacher.

Section F - Subcontracting

The District may continue to use ESD funds to purchase services of the type provided by ESD's without bargaining. However, this arrangement shall not cause a reduction in force for any bargaining unit member.

In any other situation the District agrees to comply with the terms of ORS 243.698. The District shall notify the Association in writing and bargain upon demand the decision and impact of subcontracting.

Section G - Effect of Agreement

The purpose of this Article is to recognize the right of the bargaining agent to represent professional educators in the bargaining unit in negotiations with the Board. The provisions of this Agreement shall be forthwith adopted by the Board and shall supersede any existing rules, regulations or policies in conflict therewith.

Section H - Modifications to Agreement

This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.

Section I - Savings Clause

If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, or by the inability of the employer or the employee to perform to the terms of the Agreement, the remainder of the Agreement shall not be affected thereby.

Section J - Compliance Between Individual Contract and Agreement

Any individual contract between the Board and an individual professional educator heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is inconsistent with this Agreement, this Agreement during its duration shall be the controlling instrument.

Section K - Copies of the Agreement

1. There shall be two signed copies and electronic copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the MEA.

2. Within one month of ratification of the Agreement by both parties, the District agrees to make available online this Agreement for professional educators. The District will print thirty (30) copies for the Association; the cost of printing such copies of this Agreement shall be shared equally by the District and the MEA. New professional educators shall receive a copy at the time of employment.

Section L – Funding

If the State of Oregon per student allocation for regular education for any school year fails to increase above the previous July 1 to June 30 allocation, the District may reopen to bargain under ORS 243.698 a reduction in the length of the school year and a proportionate reduction in salary. Such reduction will be limited to no more than five days per school year.

Section M - Communication during the Term of the Contract

The parties agree to work toward a productive working relationship through regular meetings of the MEA President or designee and the Superintendent or designee, held monthly during the school year unless both parties agree otherwise. Additional meeting times, topics and attendees will be determined by the Superintendent and Association President. **Should a regularly scheduled meeting need to be rescheduled, an alternative date will need to be agreed upon within five (5) days of the original date.**

Section N - Strikes and Lockouts

1. Neither the Association, its officers or agents, nor any members of the bargaining unit will support an illegal strike of the bargaining unit. Nothing in this Agreement will serve as a bar to an otherwise legal strike after the expiration of this contract, or to prevent bargaining unit members from exercising their freedom of speech by supporting other bargaining units during their non-duty time.
2. There will be no lockout of members of the bargaining unit by the District during the course of this Agreement.

Section O - Changes in Status Quo

The District will notify the Association in advance of a change in the status quo regarding mandatory terms and conditions of employment, not addressed in this bargaining agreement, and will negotiate upon demand under ORS 243.698.

ARTICLE 2: DISTRICT RIGHTS (For TA 5.12.20)

The Board, on its own behalf for the electors of the District, hereby retains unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Oregon, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all professional educators and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their demotion, and to promote and transfer all such professional educators;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, the co-curricular activities, and the duties, responsibilities, and assignments of professional educators and other employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and applicable State and Federal laws.

ARTICLE 7: ASSIGNMENTS/TRANSFERS

Section A - Assignments

1. An "assignment" shall refer to the bargaining unit position in which a professional educator is placed. A position shall include the grade level (elementary) or department (secondary), and/or specialty (e.g., special education, psychologist, speech therapist or librarian) and the building(s) in which the professional educator is stationed.
2. When known, professional educators shall be notified in writing of any change in assignments prior to May 15 of each year.
3. Reassignment Assistance
 - a. If a change in building, **room, and/**or grade level (elementary) or department (secondary) assignment **is initiated by the District and** occurs after August 1st, reasonable time up to three (3) days of pay at the curriculum rate or substitute time shall be provided. ~~If a change of rooms is initiated by the District after August 1st, a reasonable length of substitute time or pay at the curriculum rate shall be provided, not to exceed two (2) days.~~
 - b. The District shall transport the professional educator's books and materials.

Section B - Transfers

1. A "transfer" shall mean a change from a professional educator's current assignment to a different assignment.
2. An "involuntary transfer" is one in which a professional educator is transferred at the initiation of the District.

In the event that an involuntary transfer is proposed, the affected professional educator shall be promptly notified, in writing of the reasons for the transfer. Upon request from the professional educator, the involuntary transfer shall be reviewed in a conference between the professional educator and the Superintendent or designee. Professional educators being involuntarily transferred shall be informed of known vacancies at the time the transfer decision is being made. Professional educators shall be able to indicate their preference of assignment.

After a professional educator is involuntarily assigned or transferred, the professional educator shall have the opportunity to visit the new school. The District shall provide up to one half (1/2) day release time for such a visit if school is in session.

3. A "voluntary transfer" is one in which a professional educator applies for and is selected to fill a vacant position.

Professional educators may file an application for transfer by completing a "request for transfer" form for particular posted open position. Current professional educators will be given an interview for any position for which they are properly licensed. Any

professional educator denied a request for transfer shall be informed in writing of the reason for the denial within five (5) days upon the professional educator's written request for such information.

~~4. A professional educator desiring to transfer voluntarily to another assignment for the following year may submit a written request to the District office on, or before, April 15.~~

Section C - Vacancies

1. A "vacancy" is a new or existing bargaining unit position that the District intends to fill.
2. Posting of Vacancies: Human Resources shall post on the District's web site a list of current vacancies. If known at the time of posting, the vacancy listing shall show proposed grade level, subject and building location.

ARTICLE 9: LEAVES WITH PAY

Section A - Sick Leave

1. "Sick leave" means absence from duty because of a professional educator's illness or injury, or for any reason set forth in state or federal law (for example FMLA/OFLA).
2. Each professional educator shall be provided one day of paid sick leave for each month (or major portion, thereof) employed, except that unit members employed for the full school year shall be provided ten (10) days of sick leave per year.
3. Sick leave shall be credited on the first day of service of each contract year.
4. Sick leave not taken shall accumulate for an unlimited number of days.
5. For purposes of transferring in sick leave, the District shall permit a professional educator to transfer up to 75 days of unused accumulated sick leave from other Oregon districts.
6. All professional educators shall be notified in writing on their monthly payroll statement of their use and accumulation of sick leave. Professional educators will be provided a comprehensive end of year statement on use and accumulation of leave.
7. The District agrees that it will report unused accumulated sick leave to PERS as required by law.
8. The District may require verification of illness or injury that prevents a professional educator from working after five (5) consecutive days of absence.
9. Where there is a pattern of use or suspicion of misuse, the District may require medical verification, but will reimburse the professional educator's payment, if any, for the required visit.
10. Accumulated sick leave may be used to make up the difference between the professional educator's regular net, take-home salary and the benefit received under the Oregon Worker's Compensation Law (ORS 656.005 (8)). A professional educator's sick leave will be charged for only the prorated portion paid by the District.

Section B - Sick Leave Bank

1. The purpose of the Sick Leave Bank shall be to provide additional sick leave to eligible and participating professional educators beyond their accrued personal sick leave for their own serious illness or personal injury. When professional educators are newly hired, they will be given the option to join the sick leave bank by donating one of their sick days to the bank. Current professional educators who are not yet members may join by donating one day to the bank during open enrollment, September 1 to November 1 of each year.
2. A joint committee of three (3) members appointed by MEA along with the Human Resources Director will oversee the Sick Leave Bank. The committee will meet as needed to review applications.

3. Only professional educators who donate the aforementioned sick leave to the sick leave bank shall be eligible to receive sick leave bank leave. Such eligible professional educators shall be able to request sick leave bank utilization after they have expended any sick leave they have accrued.
4. The bank is required to have a minimum balance of 450 hours. Should the balance fall below that figure, members will be asked to contribute an additional day, or portion thereof as determined by the committee, to maintain their membership. "Day" is defined for the purposes of this paragraph as seven and a half (7 1/2) hours.

Section C - Family Leave

Professional educators may use any or all of their accumulated sick leave for absence due to family leave that qualifies under FMLA/OFLA, including any FMLA/OFLA time constraints.* This leave includes:

1. Parental leave during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of a mental or physical disability (includes leave to complete the legal process required for foster placement or adoption);
2. Serious health condition leave to care for a family member as defined by state and federal leave laws (for example under FMLA/OFLA spouse/domestic partner*, parent, step-parent, grandparent, child, step-child, grandchild, parent-in-law) with a serious health condition; or,
3. Sick child leave taken to care for the professional educator's child with an illness or injury that requires home care but is not a serious health condition.
4. Up to 2-weeks **10 days** of bereavement leave, **as provided for deaths of relatives according to provisions of state and federal law** is allowed for the death of a family member as part of the 12 week annual entitlement. **The bereavement leave must be completed within sixty (60) days of the notice of death.**

Section D - Flexible Personal Leave

1. A maximum of three (3) days of flexible personal leave shall be available to a licensed professional educator for personal matters, legal matters, business matters, bereavement, and/or emergencies. Flexible personal leave days shall be provided with pay, are to be used at the professional educator's discretion, **with the exception of not being used on professional development, grading or parent conference days**, and are non-accumulative. At the end of the fiscal year, each professional educator will be paid \$100 for one unused day; \$300 for two unused days, and \$500 for three unused days pro-rated based on FTE.
2. Additional days of leave may be granted by the superintendent or designee when an emergency arises (including bereavement) and the professional educator has expended all other applicable leaves.

Section E - Jury Duty Leave

A professional educator shall be granted leave with pay for service upon a jury, provided, however, that the compensation paid to such a professional educator for the period of leave shall be reduced by the amount of compensation received by the professional educator for such jury service, and upon being excused from jury service during any day a professional educator shall return as soon as practicable to complete the remainder of the regular workday.

Section F - Legal Leave

Whenever a licensed professional educator is subpoenaed as a witness or litigant he/she shall be excused for such appearance and upon being excused from such appearance, he/she shall immediately return to complete his/her assignment for the remainder of the regular workday. Compensation paid to such professional educators shall be reduced by an amount equal to any compensation the professional educator received as witness fees.

Leave identified above does not apply when a professional educator is involved as a litigant in any action wherein the District, its professional educators or agents are defendants, which shall constitute a leave without pay. Professional educators must use personal or unpaid leave to attend to personal, non-work related legal matters.

Section G - Military Leave

1. A professional educator shall be granted military leave in accordance with state and federal law.
2. If called into temporary active military service exceeding the available leave period, the professional educator shall be granted unpaid leave for the rest of the active service. The professional educator shall be given the option of continuing District group insurance coverage at the professional educator's expense. When the professional educator returns from active duty, he/she shall return to a position in the District as required by law.

ARTICLE 10: LEAVES OF ABSENCE WITHOUT PAY

Section A - Short-Term Unpaid Leaves

The Superintendent or designee may grant a leave of absence up to five (5) days. Leaves of absence may be requested for events that cannot be scheduled outside of the licensed contract year if approved by the Superintendent or designee.

Section B - Extended Leaves of Absence

1. Upon request, a professional educator may be granted an extended leave of absence for up to one (1) year.
2. All requests for leaves of absence without pay shall be in writing and forwarded through the principal to the Human Resources office. The written request will state complete information regarding the reasons for the leave, and the dates for which the leave without pay is desired. Except in cases of emergency, any professional educator desiring a leave of absence will make a written request at least forty-five (45) calendar days prior to the beginning of the period for which the leave may be granted. If requested by the professional educator and approved by the Superintendent or designee, a leave may be extended.
3. A professional educator on leave without pay must notify the Human Resources office in writing of his/her intention to return to work by April 1, prior to the expiration of the leave.

Any professional educator not conforming with this provision or who, for other reasons, does not wish to return to School District service within the limits or under the regulations established by the District shall have his/her employment terminated by official Board action.

4. Written applications shall be made prior to April 1st for the possible extension or renewal of a leave of absence. All requests for extension shall be replied to in writing.
5. While on such unpaid leave, the professional educator shall be allowed to continue to be covered by the District insurance programs at the professional educator's expense subject to carrier approval.
6. Upon return to the District, the professional educator will be placed in the same or similar position, as was vacated for the leave. **The preference of the member for any open position shall be considered by the District.** Such placement of the professional educator in said position, however, shall be subject to the layoff and recall provisions of this Agreement.
7. Upon return to the District, the professional educator will be placed on the salary schedule pursuant to the provisions of Article 11: Compensation of this Agreement.
8. Upon return to the District, all benefits to which the professional educator was entitled at the time his/her unpaid leave of absence commenced, and which are currently in effect for bargaining unit members, shall be restored to the professional educator.

Section C - International and Federal Programs

An unpaid leave of absence up to two (2) years may be granted to any professional educator, upon written application to the Superintendent, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his/her professional responsibilities. If the leave is granted, it shall be granted for the length of the request. Requests must be made by April 1 for the following school year. Upon the professional educator's return to the District, credit on the salary schedule will be granted for verified successful teaching experience during the leave. If a request for leave is received less than sixty (60) calendar days before the first day of in-service for that year, the ability to secure a suitable replacement will weigh on the final decision.

Section D - Career Development Leave

An unpaid leave of absence up to one (1) year may be granted any professional educator upon written application to the Superintendent, for career development reasonably related to his/her professional responsibilities.

Section E - Unpaid Military Leave

After paid military leave is exhausted in accordance with Article 9, Section G - Military Leave, unpaid military leaves shall be granted any professional educator, upon written application to the Superintendent, in accordance with state and federal law.

Section F- Political Leave

Unpaid political leaves may be granted any professional educator, upon written application to the Superintendent, for the purpose of campaigning for or serving in a public office unless otherwise required by law. **Upon return from leave, the preference of the member for any open position shall be considered by the District.**

Section G - Family and Medical Leave

1. The District will comply with the Federal and State laws relating to Family and Medical Leave.
2. Upon request, a professional educator who has exhausted his/her paid family illness leave shall be granted unpaid leave in accordance with state and federal leave laws.

Section H - Other Unpaid Leave

Other unpaid leave may be granted to any professional educator, upon written application to the Superintendent upon terms and conditions acceptable to the District. Such other leaves include, but are not limited to, extension of parental leave and extended absences for health reasons.

Section I - Professional Educator Benefits While on Unpaid Leave (Outside of FMLA/OFLA Leave)

While a professional educator is on unpaid leave, the District will continue to provide insurance coverage until the end of the benefit year in which the leave occurs, unless the professional educator requests to temporarily stop coverage. Payment of insurance premiums will be handled in one of the following manners:

1. For unpaid leaves of absence of 10 consecutive work days or less, the District will continue to pay the negotiated amount for District contribution for all insurance. The professional educator will not pay any additional amount beyond his/her normal contribution, if applicable.
 - a. For unpaid leaves of absence of 11 consecutive work days or more, the total cost of professional educator benefits for 12 months will be divided by 190 for a per diem rate. The professional educator will then contribute 1/190th of the premium for the eleventh day and each consecutive day after until the completion of the leave.
 - b. District insurance coverage will end when professional educators have exhausted all leaves. The professional educator may then choose COBRA continuation coverage at their own expense.

ARTICLE 15: RETIREE RETURN TO WORK (For Discussion Only)

1. Requests from employees who wish to retire prior to the completion of their contract and remain in their current position will be considered based on District need and supervisor input. All requests for mid-year retirements and employment continuations must be submitted in writing to the Director of Human Resources no later than sixty calendar days prior to the effective date of retirement.
2. Professional educators who intend to retire from the District and seek to be re-hired to complete the year will be notified of whether or not they will be rehired within thirty (30) days after their letter of intent to retire and application for re-hire are submitted to the District. Professional educators may withdraw their letter of intent and application within ten (10) days of said notification. If approved, the retiree will receive the same rate of pay as prior to retirement and will be placed on a temporary contract, not to exceed the completion of the current contract year.
3. Retirees who are re-hired will return to temporary status for the remainder of the contract year or probationary status for subsequent contract years, since retirement equals a break in service, rehired retirees will once again begin accruing seniority like a new hire, beginning with the first day of actual service after the official retirement date with PERS. Accumulated sick leave is calculated into the final PERS retirement benefit so retirees who are reemployed will begin accruing new leaves consistent with any other new employee.
4. ~~Professional educators who have retired from the District and have been rehired will be paid for the remainder of the school year in which they retire at the same salary schedule placement as prior to retirement. Thereafter, if selected for any additional employment, they will be placed on the salary schedule as a new hire, based upon Article 11: Compensation.~~
5. In subsequent school years, retirees may apply and will be considered for posted openings in the same manner as any other candidate. If selected, they will be probationary for the first three years, retirees will be covered by the collective bargaining agreement. Pay will be based on years of relevant experience and education/training related to the applicable job description. The District will not track retiree years or work hours. The retiree is responsible for determining the impact of working on their PERS benefits.
3. ~~Professional educators who have retired from the District effective after the first working day of a school year and rehired for the remainder of the year will be placed on temporary contracts. Any full-time contract for a subsequent school (fiscal) year will be a temporary contract unless the member re-enters the PERS system as an active member. If rehired on a regular (non-temporary) contract, a part-time contract that will not exceed 1039 hours in any calendar year, the member will be rehired as a probationary professional educator.~~
4. Professional educators who have retired from the District and have been rehired for the remainder of that school year are not entitled to benefits provided in the following provisions of the Collective Bargaining Agreement:
 - a. ~~professional educator evaluation~~
 - b. transfers and vacancies
 - c. professional growth

d. PERS employer contributions unless required by law.

Professional educators who have retired from the District and have been rehired for one or more following years are not entitled to benefits provided in the following provisions of the Collective Bargaining Agreement:

a. Reduction in Force article

b. transfers and vacancies

c. professional growth

d. PERS contributions unless required by law.

5. Professional educators who retire from the District and are rehired for a subsequent school year shall receive insurance benefits as per Article 13 - Insurance.
6. Professional educators who retire from the District, and who are subsequently re-hired by the District shall be members of the bargaining unit if qualified under Article 1, Section D. Dues will be prorated from professional educators who work less than full time.
7. Professional educators retiring who are not eligible for the Severance Benefit but returning to complete the year shall retain only the balance of the current year's sick leave allocation to use after re-hire.
8. Professional educators retiring but returning to complete the year who are eligible for the Severance Benefit under Article 22 shall not retain any balance of current year's sick leave and shall take Leave without Pay for any sick days. Alternatively, professional educators retiring may retain one sick leave day per month for each remaining month of the school year after re-employment and not receive a Severance Benefit for these days at the time of retirement.
9. Professional educators who retire from the District, and who are subsequently re-hired by the District on a part-time contract may choose to remain as a "retiree" on the District's OEBB medical, dental and vision plans. Retirees medical, dental and vision plans are based on the tiered rate structure. Any District contribution earned will be applied to the retiree's premiums based on tiered rates. If the retiree chooses to remain on the retiree plan, they will forfeit the District paid life insurance benefit and will not be required to purchase the mandatory long-term disability plan.

ARTICLE 19: FAIR- SHARE-DUES DEDUCTIONS

Section A -- Fair Share Dues

~~The District shall deduct an amount equal to the NEA, OEA, and MEA dues as a fair share assessment for members of the bargaining unit who are not members of the MEA. Such monthly payments shall total the annual NEA, OEA, and MEA dues or be a pro-rated amount according to NEA, OEA, and MEA dues structure. A written statement of the amount of dues to be deducted from each professional educator shall be provided by the MEA no later than October 15 of each year.~~

Section A - Dues Deduction Authorization

Two weeks prior to the first dues deduction of the school year, and then two weeks prior to the payroll date, for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member.

The Association shall provide a list identifying the professional educators who have signed such authorizations and the authorization amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the labor organization. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification from the Association.

Section B—Deductions

- 1) Membership dues will be deducted in 11 equal monthly payments beginning with the October paycheck.**
- 2) Within fifteen (15) business after each pay period, the District shall send to Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary Association contributions, deducted for the month. The data attached to the remittance checks shall include date of birth, FTE, and worksite of each employee who had dues deducted from their paycheck.**
- 3) McEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the McEA Treasurer.**

Section B -- Deduction for Dues

- ~~1. Any professional educator who has not requested payroll deduction for NEA, OEA, and MEA **dues** or who has not certified in writing to the District by October 15 that he/she has~~

~~paid dues directly to the MEA, shall be subject to the provisions of this article.—~~
~~Membership dues and fair share fees will be deducted in 101 equal monthly payments~~
~~beginning with the October paycheck. The MEA agrees to hold the District harmless~~
~~against any and all claims, suits, orders or judgments brought against the District as a~~
~~result of the collection of fair share dues payments.~~

- ~~2. An computer printout or accurate digital file listing of all professional educators on-~~
~~Association dues deduction shall be sent to the Association, together with the remittance~~
~~due to the United Education Profession (i.e. local, OEA, NEA) within ten (10) business-~~
~~days after the monthly salary check has been received by the professional educators of~~
~~the District.~~

Section C – Religious Exemption

~~An exception to this article will be honored based upon bona fide religious tenets of~~
~~professional educators of a church or religious body of which such professional educator is a~~
~~member. Such professional educator shall pay an amount of money equivalent to regular~~
~~NEA, OEA, and MEA dues only to a non-religious charity or to another charitable organization~~
~~mutually agreed upon by the professional educator affected and the MEA. The professional~~
~~educator shall furnish written proof to the District that this has been done. The parties agree~~
~~that the provisions of this article shall be governed by existing law and the procedures for~~
~~deducting NEA, OEA, and MEA dues shall be in accordance therewith.~~

Section C--Employee Information

- 1) Within fifteen (15) business days after each pay period, the District shall send the Association an electronic register of the McEA/OEA/NEA dues, including voluntary Association contributions, deducted from each member's paycheck.**
- 2) By October 1 of each year and every 120 calendar days for the remainder of the school year, the District shall provide to the OEA in an editable digital file format (agreed to by the association) the following information if available in district records for each employee in the bargaining unit (both active members and non-members) that includes name, first date of service, DOB, FTE, classification or title, worksite, position on the salary schedule, all known phone numbers, work and home email addresses, and residential address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within 10 calendar days of hire to OEA.**
- 3) The District shall notify OEA via the monthly electronic report whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.**

Section D--Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues

deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District:

- 1) Giving the Association notice, in writing, no later than two weeks after receiving any claim;
- 2) and fully cooperating with the Association and its designated counsel in the defense of the claim.

The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

