

# AGREEMENT

between

McMinnville School District #40  
and



McMinnville Education Association  
~~2017-2020~~

**July 1, 2020 – June 30, 2023**

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**(Page numbers to be updated at the conclusion of bargaining)**

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**ARTICLE 1: AGREEMENTS AND RECOGNITION – For Discussion Only (Sub Contracting)**

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, 2020~~3~~.

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 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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 an online internal candidate application for any** "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. **Interviews with internal and external**

**candidates may be conducted congruently.**

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 8: REDUCTION IN FORCE

### Section A - Notification

1. Whenever the District determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected employees of their layoff.
2. The Association and any professional educator involved shall be given written notice sixty (60) days prior to the effective date of layoff, **except for layoffs resulting from changes in school funding from state or federal resources that are not known until after July 1 of any year.** Such notice will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. **At the time of layoff, the District will provide information related to EAP services, un-employment resources and other resources that may be of assistance to the educator.**
3. The District will make available to the Association lists of professional educators including seniority and endorsements/licensure, recall lists, and lists of vacancies.

### Section B - Criteria

In the event the District determines that a layoff is necessary, then it will determine the professional educators to be retained by means of the following criteria:

1. A determination of whether the professional educators to be retained hold the proper licensure to fill the remaining position(s).
2. A determination of the seniority of the professional educators to be retained. Seniority shall be defined as the professional educator's total length of continuous service in the District as a licensed professional educator. Seniority will be computed and accrue from the professional educator's most recent first day of actual service in a bargaining unit position, and shall continue to accrue during authorized leaves. In case two or more professional educators have the same date of employment with this District, the tie will be resolved by drawing lots. The lottery shall be conducted by representatives of the Association and the Human Resources Director in order to complete the final seniority list.
3. A determination of competence or merit of a professional educator being retained if the District desires to lay off another professional educator with greater seniority.
  - a. "Competence" means the ability to teach a subject (**area of endorsement at the secondary level**) or grade level (K-5; 6-8; 9-12) or to perform the duties of a non-teaching position, based on recent (within the last six years) experience. Specialists (e.g. mentors, literacy specialists) shall be considered to have recent experience in the grade level(s) where they are assigned within their areas of certification.
  - b. For the purposes of this Article, the term "merit" shall mean the measurement of one professional educator's ability and effectiveness against the ability and effectiveness of another professional educator, as determined by the District through its evaluation, discipline, and commendation processes using documents and evaluations in the respective professional educator's personnel files for the preceding six (6) school years.



- c. If the District desires to retain a professional educator with less seniority than a professional educator being released under this section, the District will determine that the professional educator being retained has more competence or merit than the professional educator with more seniority who is being released.

### Section C - Conducting a Layoff

In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

1. After such determination, the District will make every reasonable effort to transfer professional educators in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
2. The District will make every reasonable effort to combine positions in a manner which allows professional educators to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in Section B3, of this Article.
3. Layoffs will be based upon the criteria set forth in Section B above.
4. Upon request by the Association, the District will provide the Association with a list showing the seniority of each professional educator and will, thereafter, promptly notify the Association of any changes in said list.
5. No position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause a bargaining unit member to be laid off, or if there is a unit member on the recall list who would otherwise be entitled to be recalled to that position.
6. Professional educators who are laid off at a time other than the end of the school year shall be entitled to the continuation of District-paid insurance benefits for ninety (90) days after the date of layoff. Subsequently, the professional educator shall be entitled to purchase insurance benefits pursuant to the terms of COBRA.

### Section D - Recall

1. If after layoff a vacancy occurs within the District's bargaining unit positions for which a laid-off professional educator is qualified **and licensed/endorsed**, the District shall recall professional educators using the same criteria as set forth above for layoff. The criteria used at the time of lay off (e.g. determination of licensures held by members, determination of competence using recent experience at the time of lay off) shall be used at the time of recall.
  - a. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced.
  - b. A full-time professional educator (1.0 FTE) on lay-off may reject part-time job offers and remain on the recall list and retain full-time recall status as long as it does not make the professional educator eligible for unemployment compensation benefits in excess of

that which he/she would have otherwise been entitled. A full-time professional educator who accepts a part-time job offer, will remain on the recall list and retain full-time status for the duration of the original recall period.

- c. A part-time professional educator shall have rights to recall only to the same percentage of employment (FTE) held prior to lay off.
2. The right to be recalled shall continue for twenty-seven (27) months following the professional educator's last District duty day, unless the professional educator has resigned in writing. Any professional educator who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any professional educator not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.
3. At the time of layoff, the District shall provide for laid-off professional educators to express in writing a desire to return to the District. The District shall also receive the professional educator's address for recall notification. In the event of a recall, the District shall notify the professional educator who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the professional educator to the District Office. The professional educator will have fifteen (15) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The professional educator 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, or lose all recall rights unless the professional educator is employed as a licensed professional educator by another school district, under which condition the professional educator shall have sixty (60) days from sending his/her intent to return to report unless released earlier from the current employing district.
4. All benefits to which a professional educator was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the professional educator upon the professional educator's return to active employment, and the professional educator will be placed on the proper step of the salary schedule. A professional educator will not receive increment credit for the time spent on layoff unless the professional educator was employed by an accredited school district as a licensed professional educator for a period of time equal to a majority of the District's work year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Professional educator benefits do not accrue during the time of layoff.
5. Professional educators covered by the Article will be given consideration for substitute teaching; such will not affect professional educator recall rights.

#### Section E - Dispute

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

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

#### Section F - School Closure

The employment relationship between the professional educator and the District shall continue to the extent described in this Article during any period of school closure due to financial shortfall. During such school closure, the District acknowledges that the professional educators are temporarily laid off, rather than dismissed, non-renewed or non-extended, and agrees to recall, pursuant to Section D above, all professional educators to regular duty promptly upon obtaining funds sufficient to continue normal operations.

## ARTICLE 15: RETIREE RETURN TO WORK

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 30 teacher contract days prior to the effective date of retirement. 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 re-hired 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.
2. 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.
- ~~3. 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.~~
4. 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. District retirees who are re-hired will remain on the same summative/formative evaluation cycle rotation as prior to retirement using the contract teacher evaluation process. 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 OEGB 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 22: SUPPLEMENTAL RETIREMENT BENEFIT

### Section A - Severance Benefit

For members who retire from PERS on or after July 1, 2009~~20~~ the District shall provide a one-time severance benefit equal to \$100 dollars per the number of MSD earned-sick leave days the employee has accumulated for ten (10) years or more of service as of the date of retirement. For the number of years of service worked less than ten (10) years, the severance benefit shall be proportionate to the number of years of service (i.e. 9 years equals \$90 per unused sick leave day. One year equals \$10 per unused sick leave day.) This shall not reduce the number of accumulated unused sick leave days to be reported to PERS under state statute. The employee will receive no district paid insurance but the retiree may use some or all of the severance benefit amount to purchase medical/dental insurance for the employee and/or spouse, if eligible.

**Those new hires who are PERS retirees from another Oregon school district and transfer sick leave in from the former district will only be eligible for the supplemental retirement benefit for the number of sick leave days they earned from the McMinnville School District.**

### 6. Resuming PERS Employment

~~All requirements for the District to provide early retirement benefits shall become null and void if the early retiree resumes participation in the Public Employees Retirement System (PERS) in any employment capacity working more than 1039 hours in a calendar year.~~