

## **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, "McEA." The McEA 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~~2023.

### 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 McEA 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 educators 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

**No bargaining unit work shall be regularly performed by a nonmember of the unit or subcontracted to any other party without written mutual agreement between the Board and the Association. The written agreement will stipulate the conditions of each subcontracting arrangement, including a timeline for the subcontracted work.**

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 McEA.
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 McEA. 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 **that nurturing a partnership between the Association and district dedicated to the improvement of instruction, schools, and the school system has become a priority. We believe that a culture of shared leadership must include supportive, collaborative and constructive conversations between MSD administration and McEA leadership. To that point, regularly scheduled meetings of the parties will be held. 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.** ~~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.~~

#### 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—No Change**

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 3: RIGHTS OF PROFESSIONAL EDUCATORS**

#### **Section A - Due Process**

1. No professional educator shall be subject to a written reprimand or unpaid suspension, without just cause. Reprimands shall be made privately and not in the presence of students, parents, unit members or members of the community.
2. Although any violation of this provision may be used as a basis for a grievance, the Article does not apply to the evaluation or dismissal of contract or probationary professional educators or the nonrenewal of professional educator contracts nor does it apply to assignment to or retention in extended responsibility assignments. Although assignment to or retention in extended responsibility assignments is excluded from the provisions of this section, the District will not arbitrarily remove a professional educator from an extended responsibility assignment during the term of the assignment. This shall not be construed as a limitation on the District's ability to remove and/or replace a professional educator at the end of the assignment.
3. Professional educators subjected to non-renewal or dismissal shall be afforded the procedural rights of due process in accordance with ORS 342.835 (probationary) or 342.865-915 (contract professional educators).
4. All members holding TSPC licenses may be dismissed as provided under ORS 342.805-342.905. Any non-TSPC-licensed member not eligible for an appeal to Fair Dismissal Appeals Board, if in his/her fourth or later consecutive year of employment with the district, may appeal dismissal through the grievance procedure of this Agreement, but any arbitrator hearing such a grievance must apply the standards used by the Fair Dismissal Appeals Board for review of dismissal of a contract professional educator, as set forth in ORS 342.865-342.905.

#### **Section B - Complaint Procedure**

##### **1. Definition of a Complaint**

- ~~1~~.a. A complaint is an allegation against a professional educator, an expression of dissatisfaction or concern, or a protest about a professional educator that is submitted to

an administrator either ~~orally verbally~~ or in writing. A complaint may be submitted by a parent, a student, another employee, or other person.

~~2-~~ b. A serious complaint may include allegations of illegal actions, violations of the law, and/or policy violations that require immediate referral to law enforcement agencies, Department of Human Services (DHS), or other appropriate state agency. Such serious complaints are excluded from the terms of Sections B and C of this article and do not require adherence to the stated timelines and/or procedures.

## **2. Complaint Processing**

~~3-~~ If a complaint is made against a professional educator to an administrator, supervisor or Board member, such a complaint shall **not** be processed **beyond Level 1 unless the complainant is willing to reduce the complaint to writing and sign it. Oral complaints shall not result in disciplinary action nor affect a professional educator's evaluation.**

**Written complaints shall be processed** under the following circumstances:

- a. If the District intends to make a record of the complaint in the professional educator's evaluation report; or,
- b. If the District intends to place a record of the complaint in the professional educator's personnel file or to take any other disciplinary action against the professional educator; or,
- c. If in the District's judgment, the complaint is sufficiently relevant to the professional educator's performance as to require a conference.

### **Section C - Complaint Procedure**

#### **1. Level 1 - Informal Resolution Meeting with the Professional Educator**

- a. In compliance with Section B, above, a complaint shall initially be processed by the professional educator's immediate administrator/supervisor. **The intent of informal resolution is to make the professional educator aware of the problem and find a mutually acceptable solution.**



b. Upon receipt of a written or oral complaint about a professional educator, the administrator shall encourage the complainant to discuss the complaint directly with the professional educator in confidence and to attempt to resolve the complaint informally.

c. If the complainant is unwilling to meet with the professional educator alone, the administrator shall **provide the option of a mediated discussion. The District will arrange for a mutually agreeable third party to assist the parties in reaching an acceptable solution. This mediated discussion shall happen within ten (10) days of receiving the complaint.**

**If the complaint involves colleagues, the professional educator(s) may request mediation through the EAP provider. Both parties must be willing to participate in mediation. The administrator shall contact the EAP provider to arrange this service.**

**d. If the complaint is not resolved at Level 1 or the complainant refuses to meet with the professional educator, the complaint will be investigated at Level 2. All Level 2 investigations will require the complaint to be reduced to writing and signed by the complainant.** ~~attempt to arrange a meeting at which the administrator, the complainant, and the professional educator discuss the complaint and attempt to resolve the issues. This meeting shall occur within ten (10) licensed professional educator working days from the date the administrator first received the complaint.~~

**e. Any complaint resolved at level 1 shall not be used in the professional educator's evaluation or in any disciplinary action, or inserted in the professional educator's working or personnel file. Such complaint shall be considered resolved and not be used against the employee in any subsequent action by the District.**

~~d. If the complainant is unwilling to meet with the professional educator, the administrator shall meet with the professional educator to discuss the complaint, and to attempt to resolve the issues. This meeting shall occur within ten (10) licensed professional educator working days from the date the administrator first received the complaint. During this discussion of the complaint, the professional educator will be presented with the complaint in writing if a written complaint has been submitted by the complainant or if the professional educator requests that the complaint be reduced to writing. Unless protected by law, the written complaint shall include the name of the person(s) making the complaint, the nature of the complaint, and the requested remedy, if any.~~

2. Level 2 - Formal Investigation Documenting the Complaint

a. If a complainant signs a written complaint and refuses to meet directly with the professional educator, the professional educator's immediate supervisor shall initiate a fair investigation of the complaint within five (5) days of receiving the complaint.

b. The immediate supervisor shall notify the professional educator about any written complaint and provide a copy of the written complaint at least 24 hours before any meeting with the professional educator.

c. At the initial meeting, the professional educator shall have the opportunity to ask questions and present their response to the allegations presented in the complaint.

3. Disposition of the Complaint

a. Within ten (10) days of the initial meeting, the District will meet with the professional educator to share the disposition of the complaint.

b. If the administrator determines that the complaint has merit but deems it not serious enough to document, the administrator may resolve the matter verbally and will not be required to prepare a written summary of the complaint and the resolution. In this instance, the written summary will not be put in the working or personnel file.

~~b. c.~~ If the administrator determines that the complaint is valid and serious, or that it is important to document for District records, the administrator shall make a written record of the complaint, the resolution that was reached, and any recommendations to the professional educator. The record to be placed in the professional educator's working or personnel file shall include at least the following information:

1) Name of the professional educator against whom the complaint is made

2) The date and nature of the complaint made

- 3) The name of the complainant(s)
- 4) The administrative investigative report
- 5) The disposition of the complaint

~~c. When the administrator has judged the complaint serious enough to be reduced to writing, he/she shall complete the written report and meet again with the professional educator to review the written report within fifteen (15) licensed professional educator working days from the date of the complaint meeting.~~

~~1) d.~~ **The District may request that the professional educator sign a copy of the disposition to indicate receipt only.** The professional educator shall sign the written report to indicate that he/she has read the document and received a copy of it. ~~2)~~ The professional educator may attach a written statement to the document **to be included with the documentation in the files.**

~~3) The written report shall be placed in the professional educator's personnel file.~~

~~d.~~ **e. Upon request from the professional educator, the district shall provide a copy of all components of the investigation, including interview notes, communication, and any pertinent research/fact finding that was conducted.**

**f.** Any complaint which the administrator chooses not to discuss with the professional educator or which is not discussed within the required time **or is found to have no basis** shall not be used in the professional educator's evaluation or in any disciplinary action, or inserted in the professional educator's **working or** personnel file. **Such complaints shall be considered void and not be used against the professional educator in any subsequent action by the District.**

### 3. **Level 3 - Appeal to Superintendent Regarding a Complaint**

If dissatisfied with the report findings, the professional educator may request a conference with the Superintendent to be held within ten (10) days of receipt of request. After hearing from all parties involved, the Superintendent shall issue a written statement of the complaint and the corrective action or improvement recommended, if appropriate. Such statement will be furnished to the professional educator within ten (10) days of the Superintendent's conference.

4. Mediation of Complaints

~~If the complaint involves colleagues and the administrator is unable to resolve the issues, the professional educator(s) may request mediation through the EAP provider. Both parties must be willing to participate in mediation. The administrator shall contact the EAP provider to arrange this service.~~

5. 4. Right to Representation at Meetings Concerning a Complaint

**The professional educator(s) shall have a right to representation at any meeting in any level of this process.** ~~If a professional educator being questioned in any investigation concerning any complaint comes to feel that the questioning or investigation might lead to an adverse personnel action against that professional educator, that professional educator may request to be represented at that time by a representative of the Association or other representative of the professional educator's choice. At the time the professional educator makes his/her request for representation, the questioning of that professional educator shall stop until an appropriate **representation** representative is present; the meeting will be rescheduled to occur within the next 48 hours. "Adverse personnel action" is defined as any action taken by a supervisor or administrator which may adversely affect the present or future employment or the conditions of employment of that professional educator~~

Section D - Right to Representation--Professional Educator Discipline

1. Investigatory Meetings

Should an investigatory meeting be warranted, the **administrator shall provide** ~~professional educators shall have~~ notice of the purpose of the meeting. **The District shall also alert the professional educator of their right to bring representation to any investigatory meeting.** ~~The professional educator may request representation if the professional educator feels the investigation might lead to adverse personnel action. The meeting shall be conducted in person in a private setting.~~

2. Disciplinary Representation

- a. **During any meeting, a professional educator shall be entitled to Association representation, should the educator believe the meeting may lead to discipline.**

~~A professional educator shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the professional educator, until such **representation** representative of the Association is present. At the time the professional educator makes his/her request for representation, the questioning of that professional educator must stop until an appropriate **representation** is present; the meeting will be rescheduled to occur within the next 48 hours.~~

b. ~~**The District shall notify a** A professional educator ~~shall have~~ **of** the right to **bring a** representative **representation to any** at all meetings where discipline may occur. ~~and all plan of assistance meetings. A professional educator shall not have the right to a representative during evaluation meetings.~~~~

#### Section E – Personnel Files

1. Administrators who supervise a professional educator may maintain a working file, which shall be open for inspection upon a request by the professional educator to the administrator. Access to working files shall be made available by appointment and will be supervised. **When the administrator is no longer assigned to supervise the educator, the working file will be given to the professional educator or destroyed.**
2. The District will maintain all material related to its investigation of a professional educator that resulted in a finding that wrongdoing was not substantiated in an investigatory file. This file shall be accessible only to the professional educator or his/her designee, the Superintendent or his/her designee, to the appropriate licensing agency, or upon lawful subpoena.
3. No written evaluation, reprimand, warning, complaint, or other disciplinary material will be placed in a professional educator's personnel file unless the professional educator has had the opportunity to review such material. This includes investigatory reports by law enforcement officials, reports from the Department of Human Services (DHS), and reports to Teachers Standards and Practices Commission. The material shall be signed by the professional educator before it is placed in the professional educator's personnel file. The professional educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof. The professional educator will also have

the right to submit a written response to such materials which shall be attached to all file copies.

Should the professional educator refuse to sign such documents, the administrator will note the professional educator's refusal to sign on the document and place it in the personnel file.

4. In accordance with Oregon Revised Statutes, each professional educator's personnel file shall be open for inspection by the professional educator but shall be open only to such other persons as are officially designated by the District, professional educator, or the legally designated representative of the professional educator's estate. Administrative working files and investigatory files regarding allegations of misconduct are considered personnel files for purposes of the confidentiality provisions of this Agreement. Access to personnel files will be made available by appointment and will be supervised.

5. The professional educator shall pay for the cost of any copying requested.

6. In accordance with Oregon Revised Statutes, ~~a professional educator may request~~ **any** material(s) in ~~his/her~~ **a professional educator's working and/or** personnel file (excluding evaluations and disciplinary materials) **will** be removed from his/her/**their** file after three (3) years, **per the educator's request**. The request shall be made to the Human Resources Director. ~~If the request is denied, the professional educator may appeal to the Superintendent.~~

7. Commendations may be placed in the personnel file by the professional educator's administrator, direct supervisor, the Superintendent, or a Board member. A commendation may also be submitted by the professional educator or another person with the approval of any District administrator.

8. A professional educator who has received a written disciplinary action to be placed in the professional educator's personnel file may request review by the Superintendent within ten (10) days after receiving notice of such action. If review is requested, the document will not be placed in the professional educator's personnel file until the Superintendent's review is completed.

#### Section F- Personal Life

The personal life of professional educators is not an appropriate concern of the District except where it relevantly affects the professional educator's fitness for, or performance of, his/her assigned duties.

Section G- Non-Discrimination

The District will not discriminate against any professional educator regarding any term or condition of employment on the basis of race, religion, national origin, union activity, sex, age, marital status, disability, gender identity or sexual orientation. Any grievance based on this section may not proceed beyond step 3 (school board) of the grievance procedure.

Section H- Parking

When a member parks a personal vehicle on school property, a member will not be required to agree to searches of the vehicle by agents of the District. The member shall not be subject to discipline from the District for refusing a search. Any search of the vehicle shall be made by the police.

## ARTICLE 4: ASSOCIATION RIGHTS

### Section A - Minutes and Agenda of Board Meetings

An agenda for the next Board meeting will be available on the District's web page. Two (2) copies of the Board packet will be placed in district mail for the designated Association representative as soon as they are available prior to the Board meeting.

### Section B - Placement on the Board Agenda

**There shall be a standing agenda item for the McMinnville Education Association President or designee to address the McMinnville School Board at any regular Board meeting. Time allotted shall be a minimum of ten (10) minutes.** Upon request of the President of the McEA, or his/her authorized representative, the McEA shall be placed on the agenda of ~~the next Regular Board meeting and may be placed on the agenda of a Special Board meeting if the MEA is the subject of the Special meeting.~~

### Section C – Right to Speak at Faculty Meetings

**Every administrator-directed meeting (staff meetings, data team meetings, etc) shall have a minimum of ten (10) minutes in the agenda for an Association meeting. This agenda item shall be held during regular work hours.** ~~The building representatives should contact the Building Principal to notify the Principal that McEA be placed on the agenda of the next faculty meeting. In such cases, the MEA will be scheduled for the last (5) five minutes on the agenda during contract hours of the regularly scheduled meeting time. At the point in time when McEA business is at hand, the principal or administrator in charge will leave the room. and, so far as the District is concerned, the faculty meeting has concluded. Such faculty meeting opportunities will occur not less than one time per month. with the exception of November and December.~~

### Section D - Providing Documents

Upon written request, the Board shall provide to the President of the McEA a copy of the proposed, adopted and audited budget of the District as they are prepared. The Board shall provide, ~~at a reasonable cost to the MEA,~~ all public information requested which is necessary and proper to the administration of the collective bargaining agreement.



### Section E - Facilities

Upon written request, and by completing a building use form, school facilities may be used for McEA meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. The McEA or its members shall not interfere with the normal and proper functioning of the schools through failing to follow proper channels of communication.

### Section F- Equipment:

1. The Association shall have the right to use District **equipment and communication tools and devices such as** phones, computers (~~not email~~), photocopiers (and other duplicating equipment) and audio-visual equipment as allowed by law, ~~outside the regular work day~~, when such equipment is not otherwise in use. ~~The President of the Association may one time per year in September submit an email to the Superintendent or designee to be distributed to all licensed staff after approval. The email may inform licensed professional educators of MEA meetings for the year and contact information for MEA representatives.~~

### 2. Bulletin Boards

The Association shall have, in each building, the use of a bulletin board in each staff room. At the high school, in addition to the staff room, a second location for posting information will be identified by the Building Principal in collaboration with the McEA Representative.

### 3. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-building mail facilities and mail boxes outside the regular work day as permitted by law.

### Section G – Association / McEA Leave

1. The District agrees to release the Association President for the equivalent of up to ~~¼~~ **half (0.5)** teaching time on a schedule that is mutually agreeable to the District and the Association. The cost of the President's released time, including all fixed charges, will be paid by the ~~District Association~~. The Association President shall experience no reduction of pay or benefits due to service as the President. **After leaving the position of President,**

**the professional educator shall be reinstated to the same position and work location without loss of seniority, rank, classification or retirement credit.**

2. Fifteen (15) days of leave each year will be provided for Association or OEA/NEA business with no loss of pay to the involved professional educators during a non-bargaining year. Ten (10) days of additional leave will be provided for the Association during a bargaining year. If a bargaining year continues to the following school year, the Association will be provided an additional five (5) days. The cost of substitutes, ~~plus all fixed charges,~~ will be paid by the Association. In the event that professional educators on leave for Association business are engaged in activities for which public funds may not be expended, the full cost of salary and benefits will be paid by the Association.

3. Notification of Association leave shall be in writing to the Human Resources Director from the Association President with a copy to the appropriate building principal(s) at least two (2) working days in advance of the intended absence, **when possible.**

#### Section H: Association/District Relations

~~1. During District orientation for new bargaining unit members, the Association will be granted time to conduct Association business and orientation.~~

- 1. The District and the Association agree to establish a Joint Labor Relations/Management Committee (LMC) at each school site for the purpose of addressing mutual concerns at the building level. The school administrator and Association building representative(s) shall set a calendar of mutually agreed upon meeting dates and times by September 15th of each year. The school LMC committee shall meet no less than once a month.**

#### Section I: Access to Members

1. During District orientation for new bargaining unit members, the Association will be granted **120 minutes of the workday.** ~~time~~ to conduct Association business and orientation. **For anyone hired after the District orientation day, the District will notify the Association of the hire within ten (10) calendar days and provide 120 minutes within the member's workday for the Association to provide orientation. This orientation will occur within 30 calendar days of the new hire.**
2. **The District will provide a substitute for the newly hired professional educator and Association designee to meet for orientation, if a substitute is necessary.**

3. At the request of the Association, 120 minutes may be timesheeted at the per diem rate by both the new hire and the Association representative, in order for the Association to provide orientation outside of the regular workday.
4. Meeting with current professional educators: The Association shall have the right to meet with current professional educators during the regular work hours at the educators' worksite in order to address grievances, complaints, and matters related to employment relations.
5. Right to Hold Union Meetings: The Association shall have the right to conduct meetings at the school sites before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference. No fee shall be charged for using worksites for meetings.

## ARTICLE 5: WORK YEAR

### Section A - Calendar

It is recognized that the Board has the responsibility to set the annual school calendar. Prior to the adoption of the calendar; however, a proposed calendar will be referred to the Association for review and comment 14 days prior to the submission to the School Board.

### Section B - Work Year

1. The professional educator work year shall be ~~190~~ **192** contract days.
  - a. New professional educators to the District shall have an additional 1.5 days for new professional educator orientation at the district and building level. Such days shall be scheduled contiguous with the work year unless mutually agreed upon between the District and the Association.

2. The professional educator work year shall include the following:

#### **a. 174.5 student days**

~~b.a.~~ Five (5) Paid Holidays: Labor Day, Veteran's Day, Thanksgiving Day, ~~President's Day~~ **Martin Luther King Jr Day**, and Memorial Day

~~c.b.~~ Two (2) Classroom Preparation Days: The District will provide at least two (2) classroom preparation days prior to the start of the school year for teacher preparation. Of those two days, **one must be 7.5 consecutive hour long teacher preparation day, and** up to **3.75 hours** ~~one half of one~~ day may be set aside for district and/or building level meeting time to prepare for the start of school. **No meetings or trainings/professional development may be requested or required of professional educators during the 11.25 hours of professional educator preparation time, excluding IEPs and 504s.**

~~d.c.~~ ~~Two and one half (2½)~~ **Four and one half (4.5)** Grading Days: The District shall provide a minimum of one **full** ~~half~~ grading day without students at the end of the first, second, ~~and~~ **and fourth** quarter grading periods and one **half full** day ~~without students for grading and~~ **for** check-out at the end of the school year. **The check out day will be combined with the half day final contact day with students.**

**The final half day student contact day will be in the morning and the check out period will be in the afternoon.** No meetings involving McEA members may be scheduled by administrators during scheduled grading **or check out** time. **No administrative required meetings will occur during the week of grading with the exception of IEP/504 meetings.**

**e.d.** Parent Conference Days: When the District schedules parent conference days, it may schedule conference days as one full day or two half days. “Half-days” shall mean, for this purpose, at least three and a three-quarter (3.75) hours without students. If parent conferences are scheduled in the evening, a designated dinner time **of a minimum of 30 minutes** shall be scheduled for professional educators.

**Elementary educators may exercise their professional judgment and schedule their conferences in a manner that is most beneficial to their students and their students’ families. If an elementary educator will be creating a schedule different from the adopted school conference schedule, they will share their schedule with their administrator prior to the start of conferences. Elementary educators will be responsible for scheduling in a dinner period and adjusting their work week by reducing their hours proportionately on the Friday of conference week, if appropriate.**

Professional educators shall be released from duty (1/2) day for each half-day evening parent conference scheduled. Professional educators may schedule IEP/504 or other meetings during conference weeks. No administrative required meetings will occur during parent teacher conference weeks.

**f. Two (2) District Professional Development Days. One of these days shall be scheduled in the fall and the other shall occur after the end of first semester but before the beginning of second semester. The District and Association agree to the importance of improving student outcomes. A key component of achieving this is through meaningful professional learning opportunities for professional educators. To this end, the content of these professional development days shall be collaboratively determined, and shall involve leaders from building Site Councils, McEA Building Representatives and Building Administrators in order to meet District Strategic Goals.**

g.e. With the exception of new teacher orientation days, all other work beyond the work year shall be voluntary.

Section C - Late Start/Early Release

Inclement Weather

1. **The District will make weather decisions as early as possible consistent with developing weather information. Efforts will be made to notify educators and the public of a late start or school closure due to weather or other emergency situation before 6AM.**
  
2. In the event of an unanticipated late start, professional educators are expected to report to work (as road conditions allow) before the students arrive at school. Professional educators have a responsibility to notify their supervisor or designee if they are going to be delayed beyond the start of school. If they are not able to attend work due to inclement weather conditions, leave must be reported using the leave system.
  
3. **When a weather delay or closure is not published before 6AM, professional educators will be paid for 2 hours (or actual time worked, whichever is greater).**
  - a. **In addition, should a late start delay convert to a full day school closure, professional educators shall be compensated for 2 hours or actual time worked, whichever is greater.**
  
  - b. **The District may schedule up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days. With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.**
  
  - c. **If the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement on how to make up days, the District may require professional educators to work additional days at the end of the year**

necessary to meet state requirements.

- d. The District will count instructional minutes and parent-teacher conference days towards meeting the state required instructional time. If the District converts instructional days to professional development days, it will count those days toward state required instructional time.

~~If a late start becomes a closure day it will be treated as a full day of school closure with no additional pay in excess of the professional educator's yearly contracted salary.~~

In the event of an unscheduled early release, professional educators will be permitted to leave once their supervisor has determined all students for which they are responsible are safely released home. The building principal will notify staff when they are released to go home. No loss of pay will result from early release.

#### Section D - Inclement Weather/Emergency School Closure

1. Should the state or school district choose to suspend school operations, either for the entire district or at a particular school site, professional educators' attendance shall not be required and professional educators shall suffer no loss of pay. Professional educators shall not be required to use sick leave or personal flex leave during the closure days. ~~In the event of a situation which requires the closing of one or more or all of the schools, the school year may be extended for the number of days lost in such school or schools, at the discretion of the District, with no additional pay in excess of the professional educator's yearly contracted salary. Professional educator attendance shall not be required when all students are excused for the entire school day because of inclement weather or emergency closures.~~
2. Professional educators shall receive compensation, including benefits, regular payments to PERS, and extra duty stipends for the duration of time in which the District suspends operations or closes any building or other district operations.
3. After a significant school closure (5 days or more), the District and Association shall meet together either in person or remotely, with other mutually agreed upon stakeholders, to determine the safety of resuming school operations for staff,

students, families, and community.

4. The parties acknowledge that after a prolonged school closure (10 days or more), professional educators will require at least one full day of educator-directed planning time before students return to classes. When the District, in coordination with the Association as per #3 above, determines that school operations will resume, the first day of operation will be dedicated to professional educator planning time. Administration may have one (1) hour of that time for an all staff meeting.
5. The District will petition the state for a waiver of minimum instructional minutes requirements, including PE requirements. If the waiver is granted, students and staff will not be required to make up the closure days.
6. If the District petitions the state for a waiver of minimum instructional minutes requirements and the waiver is denied, professional educators may be required to make up missed days, with no additional pay, but only to the extent required to meet state instructional minute requirements. All rescheduled days shall be student contact days.

~~3. The District shall schedule five (5) inclement weather/school emergency closure make-up days in the annual calendar prior to the start of the school year. Days made up may be in-service days, parent conference days, work days, or student days. The first snow day shall not be made up and there will be no reduction in pay. The District reserves the right to make up a student day on a non-student day.~~



## ARTICLE 6: WORK DAY

### Section A - Work Day

1. Workday for professional educators shall normally be seven and a half (7 1/2) continuous hours per day plus an unpaid continuous half hour (1/2) duty-free lunch, and the work week shall be Monday through Friday except for approved alternative programs. The work day shall be an eight (8) continuous hour period.

~~2. Although work days for professional educators are seven and a half (7 1/2) hours plus an unpaid half hour (1/2) duty-free lunch per day, professional responsibility may not be limited to a specific time period and may occasionally extend more than seven and a half (7 1/2) hours.~~

**For IEP or 504 meetings that extend before or after the regular workday, or building or district required meetings that extend before or after the regular workday, professional educators will have the choice to either flex their day and receive no additional compensation or be compensated for hours (or any portion thereof) beyond the regular contract day at their regular rate of pay.**

### Section B - Building Schedule

1. The starting time and dismissal times, which may vary from school to school, shall be determined by the Superintendent.
2. Included in the building hours is a thirty (30) minute continuous duty-free lunch period, during which the professional educator may leave the building.
3. Flexible work schedules may be developed to meet the needs of the District and professional educator, when the schedule has been initiated and approved by the professional educator and approved by the building administrator.
4. Requests for exceptions from the daily schedule must be approved by the building administrator prior to the anticipated professional educator's late arrival or early leaving.

~~5. In most cases, work beyond the work day shall be voluntary, except for requirements consistent with past practices (e.g. back to school nights, graduation, winter programs, etc). Professional educators may agree, with prior approval, to work beyond the work day and be paid the appropriate per diem or curriculum rate of pay consistent with past practice.~~

**Occasionally, members may be requested to participate in activities beyond the normal working day.**

**a. These may include back to school night, graduation, winter programs, etc not to exceed two (2) activities in any given school year. These two (2) additional requested activities shall be compensated at the per diem rate.**

**b. These extended day requirements may only occur on scheduled contract days.**

**c. Members shall be given at least thirty (30) days notice before being required to attend an activity beyond the working day.**

### Section C - Planning Time

1. Planning time is within building hours and is to be used by teachers to prepare for instruction. Teachers shall be free of other duties or responsibilities during their planning time. Professional educators without teaching duties shall have an equal amount of planning time to prepare for their job requirements.

#### 2. Planning Time at Secondary

##### Level

##### a. Middle School

At the middle school level, professional educators shall have **no less than 290 minutes of planning time per week. Of this planning time, professional educators shall have daily** one regular period (a continuous block of at least 45 minutes per day during a regular student day) for planning. **The additional 65 minutes of the planning time shall occur before school in blocks of no less than 30 minutes.** Each middle level science, language arts and math classroom teacher will be allowed one substitute day to work on site in activities that impact student achievement. Professional educators shall notify their building administrator when they are scheduling this substitute day. Substitute time must be used in no less than .5 day (3.75 hours) at a time.

b. High School

At the high school level, professional educators shall have no less than 290 minutes within the regular student scheduled day, per regular five (5) day week, which shall guarantee a minimum of 45 uninterrupted continuous minutes per day.

3. Planning Time at Elementary Level

a. Elementary professional educators shall be provided an average over the school year of a minimum of 285 minutes per week free of other duties or responsibilities for utilization as planning time. Of the mandated ~~285~~ 290 minutes of planning time, each elementary professional educator shall be provided ~~150~~ 210 minutes per week in blocks of 30 minutes, **with one thirty (30) minute block minimum daily**, during the student contact time. ~~However, a staff/administrative committee at the building level may determine to schedule the planning time within the student day to allow 60-minute blocks or other schedules.~~

b. The elementary schools should be scheduled to provide that the professional educator workday extend one hour before or after the student instructional day. Of the hour, ~~45~~ 40 minutes is guaranteed as planning time for professional educators **twice a week**. ~~Professional educators shall have a minimum of two times a week, and an average of three times a week, during the school year for planning time without scheduled meetings.~~

c. No professional educator shall teach more than two and one half (2 ½) hours without a 10-minute break. **This break is duty free and occurs outside planning time or lunch.**

d. Each elementary classroom teacher will be allowed ~~two~~ **three (3)** substitute days to work on site on activities that directly impact student achievement. Professional educators shall notify their building administrator when they are scheduling substitute days. Substitute time must be used in no less than .5 day (3.75 hours) at a time.

e. Professional educators who function as regular classroom teachers on the elementary level shall not be required to remain with their classes while instruction in music, physical education, or library science is being conducted by a licensed specialist hired for such purpose.

#### 4. Planning Time at All Levels

- a. Variations in schedules may be necessary based on individual building needs and agreements between individual professional educators and administrators.
- b. After discussing the matter with the principal, if any professional educator is dissatisfied with his/her planning time schedule and feels that an effort has not been made to follow these guidelines, he/she may appeal to the Superintendent or designee.
- c. The District retains the right to increase student contact time to meet the requirements of State Department of Education rules and school board policy. Prior to any increase in student contact time, the District shall notify the Association and, upon request, enter into negotiations over such increase under ORS 243.698.

#### Section D - Substituting for Another Class

1. If, at the principal's request, a professional educator substitutes during his/her planning period for another professional educator, he/she shall **be compensated for the time at their regular rate of pay.**

~~be granted early departure from his/her place of work a time equal to the planning period on a day of his/her choice, or receive the curriculum hourly rate of pay for the third and each subsequent occurrence. Beginning July 1, 2011, the professional educator shall be granted early departure time in the first and second occurrence, and the curriculum rate of pay for the third and each subsequent occurrence.~~

2. **Professional educators supervising another member's class for the day when a substitute is not available will receive the entire sub pay equal to the amount of time entered into the subfinder system. If more than one (1) member shares supervisory duties when a substitute is not available, the substitute pay will be split among the members supervising proportionally.**

#### Section E - Time for Special Service

Professional educators with a special education assignment shall be granted extra preparation time, beyond the requirements of Section C, of no less than a weekly average of ~~twenty-five~~ **forty-five (45)** continuous minutes per day **during the student contact day.** This time is to be used for case management, testing, meeting with parents and administrators, and for IEP–related meetings. In addition to contractually provided planning days, professional educators with a special education assignment shall be provided three (3) days of release time, per year for the same purpose as above. Professional educators shall notify the Director of Student Services when they are scheduling these substitute days.

#### Section F - Work Day for Itinerant Professional Educators

1. Planning time shall not be used for travel time between worksites for professional educators who are assigned to more than one (1) worksite.
2. Itinerant professional educators' schedules shall include no less than thirty (30) minutes for lunch, and sufficient time to travel to their assigned places of duty when traveling from one assignment location to another.

#### Section G - Work Day for Part-time Professional Educators:

1. Professional educators working less than full-time shall have a prorated amount of planning time, based upon the professional educators' percentage of full-time work. Part-time professional educators shall have an unpaid duty free thirty minute continuous lunch.
2. Part-time professional educators shall not be required to attend meetings that are not contiguous with their workday. **A part-time professional educator and their supervisor may mutually agree to have the educator attend meetings and activities beyond their workday. Additional work time for such meetings and activities shall be compensated at their per diem rate.**
3. The District may at its discretion offer, and any part-time professional educator may agree to increase his/her FTE to fill a temporary position as defined in ORS 342.815(10) and Article 1, Section E4. If an additional temporary part-time contract is then offered by

the District, the professional educator may agree in writing, at the time the additional temporary contract is offered, that he/she has no rights to that additional FTE beyond the period of the temporary contract. Communication with the professional educator will clearly explain the temporary nature of the additional part-time contract, which shall expire at the end of the period of the temporary contract. The District shall notify the Association at the time of the offer. If the teacher does not agree to the temporary status for the portion of increased FTE, the District may rescind its offer.

## 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 (secondary) assignment occurs ~~after August 1st,~~ reasonable time up to ~~three (3)~~ **five (5)** days of pay at the ~~curriculum~~ **per diem** 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 C - Vacancies

1. A “vacancy” is a new or existing bargaining unit position that the District intends to fill.
2. Posting of Vacancies:
  - a. As the District prepares to fill vacancies, but prior to the consideration of applicants from outside of the District, a posting of such vacancies, including special assignments, shall be distributed to the current MSD staff by the Human Resources Department. If known at the time of posting, the vacancy listing shall show proposed grade level, subject and building location.
  - b. Such vacancies shall be posted internally for a minimum of five (5) workdays.

- c. **Professional educators shall have five (5) working days from the date of initial posting to submit a voluntary transfer request form with respect to a posted vacancy.**
- d. **If, after interviews are conducted and concluded for internal candidates, a qualified candidate is not found, the position may be posted externally.**

### 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.

#### **3. Involuntary Transfers:**

**With the exception of those infrequent involuntary transfers or assignments initiated by the principal and authorized by the Superintendent, the process for involuntary transfers or assignments shall be determined as follows:**

**a. Volunteers shall first be requested and considered from among staff members. Such volunteers shall be selected for transfer or reassignment if they possess the appropriate licensure where the positions are to be filled. If there are more volunteers than positions, volunteers shall be interviewed and selected by the principal of the receiving school.**

**b. In the absence of volunteers with the appropriate licensure, the principal will identify those members that have been involuntarily transferred within the last eight (8) years, are on a plan of assistance, or have focused goals. After those members have been identified, the member with the least seniority who possesses the appropriate licensure shall be transferred or reassigned.**

**c. In the event that an involuntary transfer or reassignment is determined ~~proposed~~, the affected professional educator shall be promptly notified, in writing of the reasons for the transfer or reassignment. Upon request from the professional educator, the involuntary transfer or reassignment shall be reviewed in a conference between the professional educator and the Superintendent or**



designee.

**d.** Professional educators being involuntarily transferred **or reassigned** 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.

**4.** 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. 5. Voluntary Transfers:**

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 **a** 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 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. Such notice will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. **Understanding that this process may be emotionally traumatic for the professional educator, the District will provide an extra paid sick day to seek out and obtain mental health services, either privately or through the EAP, within one week of notice of layoff.**
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 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, 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 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 Workers 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 **or any FMLA/OFLA qualified situation**. 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 M~~c~~EA 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. **If a member wishes to remain in the bank, but has utilized all available sick leave, they will be able to complete a donation form which will be held by district office administration and used to deduct from the educator's following year's leave allocation.** "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 of bereavement leave is allowed for the death of a family member as part of the 12 week annual entitlement.~~

**Section D:**

**A. Bereavement Leave**

- 1. Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any school year, to be taken in half-day or full-day increments. Immediate family shall be defined as follows:**
  - a. Spouse/Partner of the member.**
  - b. Children, stepchildren, or grandchildren of the member.**
  - c. Parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, brother and sister-in-law, or grandparent of the member.**
  - d. Any permanent resident of a member's household.**
- 2. Two (2) days of bereavement leave may be used for the death of a close friend, colleague, or for other family members not noted in D.1 above.**
- 3. Exceptions to the above as approved by the Superintendent/Designee.**
- 4. Bereavement Leave shall not accumulate from one school year to the next.**
- 5. Employees who qualify for Oregon Family Leave Act (OFLA) Bereavement Leave may take up to ten (10) days of OFLA Bereavement Leave to attend funerals, to make necessary arrangements, or to grieve the family member. See ORS 659A.150-186.**
- 6. The ten (10) days of OFLA Bereavement Leave runs concurrently to the five (5) District-paid bereavement leave.**

**7. The OFLA Bereavement Leave must be completed within sixty (60) days of the notice of death.**

**Section DE. - 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, 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 EF. - 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 FG - 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 H.- 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. **Unless a substitute is unavailable, the District shall approve unpaid short term leave requests.**

### 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.** 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 ~~GH~~ - Military Leave, unpaid military leaves shall be granted to 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 to 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. **Returning educators to the District will have their preference for any open position considered.**

#### 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 11: COMPENSATION

### Section A - Salary Schedule and Index

The salary schedule(s) and index for professional educators are attached to this Agreement in Appendix A and B and by this reference are incorporated herein. The salary schedule(s) and index shall be the official salary schedule(s) and index for all professional educators in the bargaining unit and shall not be deviated from, except through mutual written consent of the District and the Association. Source of funding (including grant funding) shall not impact the rate of pay unless there is a specific agreement with the Association to amend the provisions of the Collective Bargaining Agreement.

1. Professional educators who work less than full-time will be paid at a pro-rata portion of the full time salary.
2. All other work beyond the work year shall be voluntary.
3. An extended ~~contract~~ **duty** is a supplemental ~~contract~~ **pay** to a professional educator for professional service of a like nature ~~to that~~ performed during the school year beyond the work year, **or work day**, as defined in this Agreement. **Except where otherwise designated, members who complete extended duty service, approved in advance by the administration, shall have their pay calculated at 1/192 of their salary. Examples include but are not limited to:**
  - a. **Summer school teaching;**
  - b. **TOSA's working with new teachers before the school year begins.**
  - c. **Extended contract year for Counselors and Media Specialists when performing their regular duties;**
  - d. **Extended contract hours such as teaching an added class period;**
  - e. **When required training is offered outside of the work day as an alternative to release from regular work day duties.**
  - f. **Participation in 504/IEP meetings that extend the work day.**



- g. Elementary School Choir and Winter Program rehearsals and performances held outside the school day.
- h. Evening events such as Back to School Night, elementary winter program supervision, etc.
- i. Creation and/or design of brand new curriculum.

~~Such service does not include curriculum development, attendance at classes, workshops or other professional development activities. Professional educators who are granted extended contracts to work beyond the normal work year shall be paid at their normal per diem rate for each additional day (or portion thereof).~~

~~4. Summer school work is paid at the curriculum rate.~~

~~5. All work described in 2, 3 and 4 above must be pre-approved by an administrator.~~

#### Section J-

##### 4. Curriculum Rate

- a. Curriculum rate applies to curriculum work, which includes both short-term special projects assigned by the District and accepted by professional educators to review and/or organize curriculum as well as educator membership on those long-term District committees which focus on curriculum.

- b. 1. The curriculum rate shall be ~~.00080~~ 0.0012 times the base salary (step 0, column 1).

##### 5. Salary Schedule Amendment:

- a. On July 1, 2020, a step will be added after the ultimate step in every column. This new step shall be calculated with the same index increment as the previous step increase.
- b. On July 1, 2020 all professional educators will advance one experience level.

- c. Then, Step 1 (0 experience) will be removed from the salary schedule. The schedule shall be renumbered accordingly and all professional educators will be placed at the step which reflects their current experience level.
- d. New hires will be placed at the appropriate step for their experience.
- e. Any COLA increase to the salary schedule for 2020-2021 will then be applied to the base step.
- f. A cost of living adjustment (COLA) will be applied for all educators on July 1 on each of the following years:
  - i. For the 2020-2021 school year a 3% COLA will be applied to the base.
  - ii. For the 2021-2022 school year a 4% COLA will be applied to the base.
  - iii. For the 2022-2023 school year a 4% COLA will be applied to the base.

#### Section B - Salary Placement

All professional educators shall be placed on the salary schedule based on their prior work experience and education/training level.

##### 1. Experience credit:

All newly hired temporary or probationary professional educators who have previous experience under contract in a K-12 or post-secondary assignment similar to that of professional educators in the McMinnville School District shall be given experience credit on the following basis:

Professional educators shall be given full step credit for licensed work experience (minimum 135 days, or 1012.5 hours, within a regular school year) with each year worth one (1) step. Experience shall be cumulative.

##### 2. Education/ Column credit:

All newly hired temporary or probationary professional educators shall be given full column credit for education and/or training experience as follows:

a. Any academic certificate, degree, or the equivalent, issued by the State of Oregon or an accredited institution of higher education shall qualify for placement on the corresponding column of the salary schedule.

b. Professional educators shall be given column credit for successful completion of additional graduate credits earned through an accredited institution of higher education, after receipt of a bachelor's degree.

**c. Registered nurses, licensed occupational therapists, licensed physical therapists, speech/language pathologists and audiologists will be placed on MA+45 with credit given for professional service in the private sector.**

### Section C - Salary Advancement

Professional educators shall advance on the salary schedule as follows:

1. Effective July 1 of each year, all professional educators working 135 days, **1012.5 hours**, or more of the work year except those on the highest step of each column shall receive a step increase for work performed on or after July 1 each year. Paid leave shall count as days worked.

2. Credits for column advancement must be graduate level credits. If the course is graded, transcripts must show a grade "B" or higher for the course. Special approval may be given for certain credits **that may not be offered at the masters level but are germane to the educators professional development, or** for which basic skills must be accumulated before taking graduate level courses, such as foreign language classes.

For registered nurses, licensed occupational therapists, licensed physical therapists, speech/language pathologists and audiologists, advancement on the salary schedule may be based on continuing education units (CEU) equivalent to college credit. Must have pre-approval by Supervisor and the District to count CEU for column advancement. CEU program must be supervised by a qualified continuing education provider. In order to substitute CEU for college credit, ten (10) clock hours of CEU will equate to one (1) quarter hour of college credit. Professional educators must provide a certificate of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance.

3. If a professional educator completes the necessary graduate (unless undergraduate coursework is approved by the District in advance) credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule to be effective in the next payroll period will be made only if the professional educator notifies the Human Resources office in writing prior to the payroll cutoff date with proper verification of having successfully completed the additional course work, with the understanding that a calendar of payroll cutoff dates will be supplied to each professional educator at the beginning of each school year.

#### Section D - Longevity

Professional educators who have advanced to the top step of ~~the MA +45~~their column as of June 30 shall receive a longevity bonus each year paid ~~in~~ the following December. The bonus shall be equal to 1% of ~~the base BA / Step 0~~ their current step salary for that year.

#### Section E- Advanced Certification

**Employees receiving either of the following three advanced certifications shall receive an additional stipend per year as noted:**

1. **National Board Certification for Professional Teaching Standards at the rate of \$2500, and shall increase with the agreed-upon COLA each successive year.**
2. **National Certified School Psychologist through the National Psychology Certification System of the National Association of School Psychologists at the rate of \$2500, and shall increase with the agreed-upon COLA each successive year.**
3. **National Certified School Nurse through the National Board for Certification of School Nurses at the rate of \$2500, and shall increase with the agreed-upon COLA each successive year.**
4. **National Board Certification for Speech Pathologist at the rate of \$2500, and shall increase with the agreed-upon COLA each successive year.**
5. **Professional educators that have earned a doctorate degree at the rate of \$2500, and shall increase with the agreed-upon COLA each successive year.**

Section EF - Pay Date

1. The regular pay date during the school term shall be the last working day of the month. **Educators will have the choice of having checks for June, and July and August shall be distributed on the last working day in June or distributed on a regular monthly payday schedule.** ~~The August paycheck shall be distributed on the last business day in June.~~
2. Professional educators may request one advance in pay (draw) for hardship reasons during a fiscal year (July 1-June 30). All requests will be in writing and submitted to the Human Resources office for approval. Approved requests shall be processed within five (5) business days.

Section FG - Number of Payments

1. Each professional educator shall be paid the salary due from the regular and extended time contracts on the basis of twelve (12) equal payments commencing with the last working day in September.

Section GH - Balance of Contract

Any balance in the professional educator's contractual salary, due to a professional educator not returning to the District, shall be paid by the end of the first business day after the last day of employment, unless otherwise provided by the written consent of the professional educator.

Section HI - Payroll Deductions

1. Professional educators may opt to have salary paid by direct deposit to the financial institution of their choice.
2. Upon appropriate written request from the professional educator, the District shall deduct from the salary of any professional educator and make appropriate remittance for the following approved deductions which shall be divided equally over 12 paychecks.
  - a. Regular NEA, OEA, and McEA dues

- b. Premiums for District approved insurance programs
- c. Contributions to United Way
- d. District-approved Section 125 plans
- e. Approved Tax Sheltered Annuities (403b; 457)
- f. Contributions to McMinnville Education Foundation
- g. Oregon College Savings Plan

3. Payments shall be mailed as soon as possible.

Section JJ - PERS/OPSRP

1. The District shall “pick up” the six percent (6%) professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). The parties agree that professional educator compensation has been reduced in order to generate the funds needed to make these professional educator contributions.
2. The full amount of required professional educator contributions paid pursuant to Section JJ1, above, shall be considered as “salary” with respect to PERS/OPSRP for the purpose of computing a professional educator member’s “final average salary” and shall also be considered as “salary” for the purpose of determining the amount of professional educator contribution required to be contributed pursuant to state law.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions to PERS/OPSRP on behalf of professional educators as described above, then:
  - a. Six percent (6%) shall be added to each cell of the salary schedule and the salary schedule shall be recomputed on the same index to be effective prospectively;
  - b. The District shall be relieved of its obligation to pay the six percent (6%) professional educator contribution required by ORS Ch. 238/ Ch. 238(a).
  - c. The District shall deduct the professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)) from each professional educator’s pre-tax gross wages.

d. The District agrees to adopt a School Board resolution to make an election under the IRS code to allow a pre-tax deduction of the six percent (6%) professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). Such deduction shall be made from each professional educator's pre-tax gross wages.

e. All other compensation (e.g. hourly rates, extra duty, and extended duty) shall be considered as "compensation" and shall be determined in accordance with Article 12: Extra Duty Pay.

## ARTICLE 12: EXTRA DUTY PAY

### Section A – Extra-Comp Schedules

Professional educators assigned to extra-comp positions shall be compensated according to the extra compensatory pay schedule attached hereto in the appendix, and by the reference incorporated herein. Professional educators with more than three (3) years of experience in the extra duty position will be compensated as “experienced.” Based on the needs of the District, nothing in this Agreement shall constrain the District in making necessary program changes and other adjustments. **The District will notify any affected educator(s) of any program changes for the upcoming school year prior to the end of the current school year.**

### Section B – Extra Duty Positions

The District shall inform the Association of any proposed modifications to existing extra-duty positions. The pay rate and job description for these modified positions shall be established by mutual agreement between the District and the Association.

The District shall provide a job description for new or approved position changes for extra compensatory payment.

Salary for extra duty assignments that are seasonal in nature shall be paid on the regular pay day at the end of each activity or season. Full-year assignments will be paid in equal portions in each check. Any licensed staff member who accepts a full year extra duty position and does not perform the position for the entire year will have the salary ~~pro-rated~~ **prorated based on the hours** ~~for the number of months in which they performed the duties of the position.~~

**If a seasonal extra duty assignment is shortened due to extenuating circumstances out of the member’s control, the affected professional educator(s) shall receive their full pay for the season.**

~~After letters of intent have been signed, all remaining position vacancies shall be posted in all buildings for at least five (5) working days, except in cases of emergency.~~

### Section C – New Positions



During the lifetime of the contract, the District may create new extra-comp positions and propose a pay rate to the Association. If the Association requests bargaining over the pay rate within fourteen (14) days of such notification, the parties shall use the expedited bargaining process in ORS 243.698 to reach agreement over a pay rate, including any retroactivity of any agreed-upon change from the District's proposal.

#### Section D – Extended Season

~~The administrator will determine who is eligible for an extended season stipend.~~ Coaches or advisors of an activity that goes into an extended OSAA season **or any other district recognized extra duty activity that goes beyond the “regular” time frame,** with administrative approval, will receive an additional 3% of their stipend for each week of that extended season.

#### Section E – Assignment of Extra Duty Positions

- 1. Staff that currently have extra duty position assignments will first be offered a continuation of contract in writing by May 1 and accepted or rejected by May 15.**
- 2. The District recognizes the right of an individual employee to accept or reject any extra duty Assignment.**
- 3. The option of whether to fill any extra duty assignment rests solely with the District.**
- 4. After letters of intent have been signed, all remaining position vacancies shall be posted in all buildings for at least five (5) working days. Professional educators will receive priority consideration for all extra duty positions.**
- 5. No professional educator shall be required to perform extra duty responsibilities.**
- 6. Extra duty positions co-curricular in nature will be guaranteed to be funded and the position offered to the professional educator. The District will fund these extra duty positions from a District-level fund.**
7. Unless co-curricular in nature, extra duty assignments are voluntary.

#### Section F- Field Studies

- 1. Professional educators who choose to attend field studies on an overnight basis will be paid a stipend of \$75.00 per night.**
- 2. Overnight Field Study School Coordinators shall receive an additional \$200. The stipend may be shared by building coordinators, if a building has multiple coordinators.**
- 3. If a professional educator (whose classroom will be attending a field studies event) chooses not to participate in the off campus and/or overnight program, they may substitute for another professional educator, in order for that educator to attend in their place. Such substitution will be coordinated with the building administrator(s).**
- 4. The field studies program is an educator-led program at the building level and decisions will be in collaboration with administrator(s) at the building level.**

**Section G- Extra Duty Schedule Audit**

- 1. The parties agree to form a committee of Association and District representatives (minimum of 2 each, not to exceed 4 each) in order to “audit” the positions and compensation in the extra duty schedule, (see Appendix C1 and C2). The goal of this audit shall be to determine, based on responsibilities and hours worked, if the positions and job descriptions are current, sorted into the correct category, and compensated appropriately.**
- 2. This committee shall forward recommendations to the District and Association leadership by the end of the 2020-2021 school year. At that time, the parties agree to open negotiations only to restructure the extra duty schedule, specifically Appendix C1 and C2, with consideration of the recommendations made by said committee. The remainder of this Agreement shall not be affected thereby.**

## ARTICLE 13: INSURANCE

### Section A - Medical, Dental and Vision Insurance Premiums

1. The District will contribute towards a monthly premium for the selected medical insurance plan (including dental and vision) for the professional educator, spouse/partner and qualifying dependents.
2. Insurance Contributions:
  - a. The District's monthly insurance contributions effective October 1 of each year shall be as follows:
    - i. ~~1) 2017-18 - \$1462 which is an increase of 1% over the 2016-17 contribution.~~ **2020-21 - \$1612.80 which is an increase of 5% over the 2019-20 contribution.**
    - ii. ~~2) 2018-19 - \$1491 which is an increase of 2% over the 2017-18 contribution.~~ **2021-22 - \$1741.82 which is an increase of 8% over the 2020-21 contribution.**
    - iii. ~~3) 2019-20 - \$1536 which is an increase of 3% over the 2018-19 contribution.~~ **2022-23 - \$1881.71 which is an increase of 8% over the 2021-22 contribution.**
  - b. The District will contribute toward the premium for each eligible professional educator to be applied to any of the health, dental and/or vision plans selected by the insurance committee for that plan year. Professional educators may elect to apply this amount to one or more of the plan options offered (e.g. medical, dental, and/ or vision). The District contribution for the premium for part-time professional educators shall be provided on a pro-rata basis.
  - c. The District and the Association agree premiums shall include any administrative fees. Any such costs assessed by OEBC shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District shall not be responsible for any costs fees associated with the insurance program beyond the negotiated contribution.

- d. Any member not eligible for insurance coverage under any OEGB or other selected plan shall not receive the District contribution.
3. Professional educators who select an insurance plan option that costs more than the District monthly contribution amount shall pay the difference between the total premium cost and the District contribution through a payroll deduction.
4. Professional educators who select an insurance plan option that costs less than the District monthly insurance contribution, or professional educators who elect to opt out of any or all of the plans offered (medical, dental and/or vision) shall receive **the amount of the District's contribution to the insurance premium or the difference remaining between the actual premium cost and the allotted contribution amount for investment in the following ways:** fifty percent (50%) of the difference between the total premium and the District contribution **will go into** ~~in~~ a Health Reimbursement Arrangement (HRA) through a Voluntary Professional educator Benefits Association (VEBA). **The educator will then have the option of contributing the remaining fifty percent (50%) of their unused benefit to a District approved tax-sheltered annuity (TSA) plan or into the existing HRA VEBA plan.** No contribution will be made if the difference is less than \$5.00 per month.
5. The District has adopted the HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (collectively the "Plans"): a standard HRA plan, which shall be integrated with the Employer's group medical plan and to which the Employer shall remit contributions only on behalf of eligible professional educators who are enrolled or covered by the Employer's group medical plan or covered under another employer sponsored group medical plan which complies with the Affordable Care Act (ACA); and a post-separation HRA plan to which the Employer may remit contributions on behalf of all other eligible professional educators which shall provide benefits only after a participant separates from service or retires.

Employer agrees to contribute to the Plans on behalf of all professional educators defined as eligible to participate according to paragraph 4 of this Section. Each eligible professional educator must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans. HRA/VEBA will not accept contributions until the professional educator submits an application to ~~setup~~

**set up** an HRA account. If the professional educator fails to submit an application prior to December 31st, the professional educator will be determined to be waiving this benefit and no contributions will be made for the duration of the plan year.

6. Professional educators may “opt out” of participating in group plans for medical, dental and/or vision coverage subject to insurance carrier’s or OEGB’s rules and regulations and minimum participation requirements. Professional educators may apply the District’s contribution to other OEGB insurance coverage, or have ~~50%~~ any unused contributions contributed into a **TSA and/or** HRA VEBA plan according to 4 above. Professional educators may also opt out of all coverage (subject to OEGB rules), and have ~~50~~**100**% of the District’s contribution contributed to a **TSA and/or** HRA VEBA plan. If spouses/domestic partners are both employed by the District, one may opt out of District coverage and use their contribution to pay for their spouse/domestic partner’s out-of-pocket premium deduction. **Remaining funds from the spouse’s coverage will be paid into the TSA and/or HRA VEBA plan as outlined in 4 above.**
7. Professional educators may “waive” participation in group plans for medical, dental and/or vision coverage (not recommended) subject to insurance carrier’s or OEGB rules and regulations; however, according to OEGB rules professional educators who waive insurance coverage may not receive unused District contributions in compensation or a HRA VEBA plan.

#### Section B - Insurance Committee

1. The District and the Association agree to convene an insurance committee composed of three (3) persons appointed by the Association and three (3) persons appointed by the District.
2. The committee will meet during the spring to recommend which plans shall be offered to members the following plan year. Members shall be insured through the Oregon Educators Benefit Board (OEGB) plans unless required by law or unless both the District and the Association agree in writing otherwise. The decision of the Association on choices of plans will be final.

#### Section C - Rate Structure

The District's medical, dental and vision contribution for all of the members of the bargaining unit shall be based on the OEGB composite rate. Beginning with the 2018-19 benefit year, the dental and vision plans for all members of the bargaining unit shall be based on the OEGB tiered rate.

**The parties agree that the Association retains the right to move from the tiered rate for dental and vision back to the composite rate beginning in the 2021-2022 benefit year once the OEGB rates release for the 2021-2022 school year, should the Association decide to do so.**

#### Section D - Life Insurance

The District will pay a monthly premium for the District-selected group term life and accidental death insurance policies with face amounts equal to fifty thousand dollars (\$50,000) for 12 months.

#### Section E - Employee Assistance Program

The District will provide an employee assistance program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider. To protect confidentiality, any data that the provider transmits to the District shall be summary only.

#### Section F - Domestic Partners

Insurance coverage for same and opposite sex domestic partners shall be provided the same as spousal benefits. Eligibility for domestic partners shall be consistent with State law and the insurance carrier or OEGB rules and regulations.

#### Section G - Retiree Program

The District shall request that the health insurance carrier allow professional educators legally retiring from McMinnville School District to remain in the group for the purpose of purchasing health insurance at the group rate until the retired professional educator becomes eligible for federal Medicare coverage (pursuant to ORS 243.303). The cost of such insurance will be paid by the insured.

#### Section H - Implementation

1. Professional educators must make an application for coverage for the insurance benefits.  
The insurance coverage will be effective with the first day of the month following a regular salary payment and coverage will continue through the following September.
2. The District has a Section 125 Plan in which all District employees may participate.

#### Section I - Termination

Professional educators whose employment is terminated prior to the end of a school year shall have all District-paid insurance benefits terminated at the end of the month in which the professional educator's employment terminates, unless the termination date is after the 15th of the month, in which case all District-paid insurance benefits terminate at the end of the month following the month in which the professional educator's employment terminates.

#### Section J - Long-Term Disability Insurance

Professional educators will pay through payroll deduction the premium for a long-term disability insurance policy selected by the Association and mutually agreeable to the District.

**ARTICLE 14: OTHER BENEFITS—NO CHANGE**

Section A - Travel and Subsistence

1. When licensed professional educators are approved by the District to travel outside the District for professional meetings, conferences and conventions or other District business, the District shall reimburse such professional educators for their approved expenses. Mileage, when approved, shall be paid at the IRS mileage rate.
2. In-district travel is only provided when a professional educator is assigned to travel between two or more different buildings in a single day. Mileage shall be paid at the IRS rate. At the time of assignment the professional educator will be approved for a specified number of trips per day.
3. Receipts for all expenses are required for reimbursement.



**ARTICLE 15: RETIREE RETURN TO WORK—NO CHANGES**

1. 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.
2. 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.
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 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 contribution
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 16: WORKING CONDITIONS

### Section A - Safe Working Conditions - Professional Educator Safety

#### 1. Definitions

For the purpose of this article, the following definitions shall apply:

a. Physical Attack/Harm: Intentionally touching (e.g. poking, pinching, pushing) or striking of another person against their will or intentionally causing bodily harm to an individual.

b. Threat/Causing Fear of Harm: Physical, verbal, written or electronic action that immediately creates a fear of harm, without displaying a weapon and without subjecting the victim to actual physical attack.

~~12.~~ The parties agree to work toward compliance with safety regulations as required under applicable Federal and State safety requirements in order to provide a safe and healthy working environment. To this end, the District shall furnish and use devices and safeguards, and shall adopt and use practices, means, methods, operations and processes as are reasonably necessary to render employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of professional educators. Professional educators who have concerns about workplace safety issues shall notify the building administrator and/ or school safety committee. The licensed professional educator will be notified in writing when their concern has been reviewed by the building administrator and/or school safety committee.

~~23.~~ The District shall identify procedures to be used to ensure that members who are assigned to work with or supervise students whose known behaviors could present a safety problem are provided with information about known behavior problems of the students and access to support for appropriate management strategies. If the student is transferring into McMinnville from out of district, the District will make a good faith effort to obtain student records before determining an appropriate final placement. The intent of such strategies and behavioral supports is to foster a safe and supportive environment for students and professional educators.

**4. A professional educator shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens Physical Attack/Harm, Threat/Causing Fear of Harm, or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.**

**5. The District shall ensure there are emergency protocols at all worksites. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and /or Threat/Causing Fear of Harm.**

#### **6. Field Trips**

**A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. If additional supports are not available, the professional educator may use their professional judgment to determine student participation. The District will provide additional support to special education students as specified in their IEPs.**

#### **Section B - Class Size / Workload /Caseload**

In the event a professional educator perceives a classroom assignment contains an inequitable number of students or special-needs students, that professional educator may request the principal to review student placement in that classroom **within five (5) business days**. If the professional educator is not satisfied with the principal's solution, the professional educator may request and shall be granted a review by **a committee made up of an Association representative, the affected professional educator, and a building administrator. This committee's charge will be to craft alternate solutions to the problem. If the committee's work does not result in an acceptable solution,** the Superintendent **will review the situation within ten (10) business days.**

In the event a professional educator in a non-classroom assignment perceives an inequitable distribution of workload, that professional educator may request and shall have granted the immediate supervisor review the workload distribution. If the professional educator is not satisfied with the immediate supervisor's solution, the professional educator may request a review **by a committee made up of an Association representative, the affected professional educator, and a building administrator. This committee's charge will be to craft alternate solutions to the problem. If the committee's work does not result in an acceptable**

**solution**, by the Superintendent **will review the situation within ten (10) business days**. The decision of the Superintendent shall be final.

**Effective July 1, 2020, the following caseload thresholds shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.**

<b><u>Position</u></b>	<b><u>Caseload</u></b>	<b><u>% of Base Salary increased per Student over the Threshold</u></b>
<b><u>Speech and Language Pathologists</u></b>	<b><u>1 to 50 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per Student over the Threshold</u></b>
<b><u>Elementary Counselors</u></b>	<b><u>1 to 250 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u></b>
<b><u>Middle School Counselors</u></b>	<b><u>1 to 250 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u></b>
<b><u>High School Counselors</u></b>	<b><u>1 to 250 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u></b>
<b><u>School Psychologists</u></b>	<b><u>1 to 135 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u></b>
<b><u>School Nurses</u></b>	<b><u>1 to 750 students</u></b>	<b><u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u></b>

Section C – Job Descriptions

Job descriptions shall be maintained by the District for all bargaining unit positions. The District will notify the Association regarding the creation of new job descriptions and modification of existing job descriptions **ten (10) days in advance of the position being posted and/or before new duties are assumed.**

Section D – Health Services

1. No medically unlicensed / non-certified professional educator shall be required to provide any service which by law, regulation, or policy must be performed by a medically licensed / certified professional. **Any professional educator who obtains or renews medical training/certification germane to their professional responsibilities will be reimbursed for the cost of the training and will have their time compensated at the per diem rate. This training may be offered during inservice week; however the professional educator will be compensated for missed classroom preparation time at the per diem rate.**
2. The District shall comply with requirements of the State Board of Nursing regarding delegation of medically related tasks.

## ARTICLE 17: PROFESSIONAL DEVELOPMENT

### Section A - Tuition Reimbursement

1. Professional educators shall be reimbursed the full costs for course work, **and reasonable expenses incurred in connection with any course, workshop, seminar, conference, and in-service training or other such session which a professional educator is** required by the District. All such requirements shall be stated in writing and accompanied by prior written approval for reimbursement.

2. The District shall reimburse professional educators the ~~full~~ cost of tuition ~~and~~ up to the equivalent dollar amount of ~~three (3)~~ **twelve (12)** Fall term Portland State University graduate credit hours per professional educator, per year for graduate classes taken through an accredited school of higher education. **Special approval may be given for certain credits that may not be offered at the masters level but are germane to the educators professional development, or for which basic skills must be accumulated before taking graduate level courses, such as foreign language classes** ~~and related to the professional educator's current grade and approved program for professional growth. Reimbursement shall not exceed the current per credit rate at Portland State University. Coursework for reimbursement must be approved in advance by the Superintendent or designee. Unused hours shall accumulate up to six graduate hours. In lieu of college credit reimbursement the District shall grant reimbursement equal to the dollar amount of three (3) Fall term Portland State University graduate credit hours per professional educator for successful completion of National Board Certification components.~~ **Reimbursement for less than full-time professional educators shall be prorated.**

**a. The District will grant the equivalent of twelve (12) quarter hours of tuition reimbursement per year, with a maximum of twenty-four (24) quarter hours over a two-year period.**

**b. District approval must be obtained before enrolling in a course for which tuition prepayment will be required.**

**c. Under normal circumstances the District will not approve more than an equivalent of four (4) hours per term during the fall, winter, and spring.**

**d. The fund amount shall be \$150,000.**

**e. Any unused portion of the budget shall be made available to teachers within an academic program such that they may exceed the requirements in subsection (a), above. Teachers must notify the district by June 30 if they are in a program that requires more than 12 quarter hours in the academic year. If funds are available, eligible employees will share the funds equitably.**

3. To receive reimbursement, professional educators must submit proof of successful completion (grades of "B" or higher) along with tuition payment receipt to the Human Resources office. All such paperwork must be received before June 15. Professional educators shall receive reimbursement within two (2) weeks after providing evidence of successful completion of the course work to the District Office.

4. **Professional educators may apply for prepayment of tuition. After the appropriate forms have been completed and approved by the administration, a check will be made payable to the teacher for the cost of tuition. The forms must be completed and returned to the Human Resources office at least fifteen (15) working days prior to the date the payment is needed.**

**a. If after receiving prepayment of tuition, the teacher fails to provide evidence of successful completion of the course (grade report or transcript), and after one (1) reminder notice from the District, temporary reimbursement to the District will be in the form of payroll deduction. The amount of prepayment for spring term tuition shall be withheld from the teacher's final check pending proof of successful completion of the course.**

**b. The District will allow professional educators to use tuition prepayment for approved conferences and/or workshops which produce college credit.**

**c. If a professional educator does not return to the District for the ensuing school year, the District will not be obligated to pay for any class taken during summer term. If payment was made, reimbursement to the District is required either by withholding from the last check paid to the professional educator or repayment to the District.**

**Section B Professional Development Fund:**



1. The District will provide a Professional Development Fund for professional educators who choose to participate in non-credit workshops, conferences and seminars.
2. The fund amount shall be \$20,000 to cover the cost of registration and a substitute for the day(s), if a substitute is required.
3. The fund shall be administered by a joint committee of three (3) professional educators appointed by McEA and three (3) people appointed by the Superintendent. This committee shall adopt appropriate rules, regulations, procedures and forms to facilitate appropriate use of these funds.
4. Workshops/conferences that conflict with district professional development activities will be considered an acceptable alternative with building level administrator approval.

~~Section C4. Licensed certified specialists who require additional professional learning to maintain their certification may use tuition reimbursement funds to cover educational development not to exceed the tuition reimbursement rate (See A2 above).~~

Speech Language Pathologists (SLP), Occupational Therapists, Physical Therapists, School Psychologists, and Nurses Exception:

1. The District will reimburse Speech and Language Pathologists (SLP), Occupational Therapists, Physical Therapists, School Psychologists, and Nurses for tuition paid, at the college or university of their choice, for classes which earn CEUs toward renewal of their license.
2. The maximum amount of reimbursement for a full-time SLP, Therapist, Psychologist, or Nurse in any one year will be limited to the dollar value of the tuition rate in effect at the beginning of the fall quarter of each year for twelve (12) Portland State University graduate credits. Maximum tuition reimbursement over a two-year period will be the dollar value of twenty-four (24) quarter-hour credits. SLPs, Therapists, Psychologists or Nurses who work less than full time will receive a prorated allotment of tuition reimbursement.
3. SLPs, Therapists, Psychologists, and Nurses who enroll and complete courses which do not result in an earned grade shall submit to the Human Resources office a verification

**of completion, a verification of attendance, or a transcript that indicates completion of the course.**

**Section DB - In-service Education Programs**

The Association **and District agree that meaningful, differentiated professional learning is important to improvement of student outcomes. To achieve this, the content of professional learning experiences during “inservice” times/days will be collaboratively designed by designated members of McEA and administration for both the building and district levels. Collaboration will commence a minimum of thirty (30) days prior to the expected delivery of professional development.** ~~may submit suggestions for in-service programs to the Superintendent or his/her designated representative not less than sixty (60) days prior to the scheduled in-service program.~~

**Section EC - District Sponsored College Classes**

The District will make reasonable efforts to provide not less than one (1) District-sponsored college class during the regular school year without charge to the professional educators participating in the class.

**Section FD - Mentor Program**

The District may provide a mentor program for the purpose of providing support and assistance to inexperienced and / or new professional educators, within the following parameters:

1. **Mentor positions, complete with job descriptions, shall be posted in the building of the mentee for no less than five (5) working days. Postings for the mentor positions may be posted in one or more schools as may be appropriate to secure a qualified mentor.**
  - a. **A qualified mentor will be a member of the McEA and will possess the same or similar job responsibilities as those of the mentee.**
  - b. **The District will consider grade level, curriculum area, prep times and building location in their selection process.**
  - c. **If more than three (3) members seek the same position, the District will use the requirements in the job description to screen candidates so it is not obligated**

to interview more than two (2) individuals per mentor position.

- d. Posting requirements will be waived in instances of Programs of Assistance for Improvement and Focus Goals.
2. No member shall be designated as a mentor unless willing to perform in that role.
3. A mentor can only have one mentee except in unusual situations in which the District has determined only one mentor is qualified or available to work with two mentees. In that case the mentor will receive hourly compensation (fifty dollars (\$50.00) for each mentee.
4. No mentor shall participate, at any level, in the evaluation of the mentee.
5. The District will provide a qualified substitute for the mentor when necessary to fulfill mentor obligations. The District may, at its discretion, provide professional leave days to support the mentorship process.
6. The District will specify in its job description the number of hours it will pay for performance of the required duties during the contracted days of each school year. The District will pay each mentor no less than fifty dollars (\$50.00) for each hour spent per mentee in performance of the specified duties during the contracted school year. The District may offer hours of work outside the contracted school year, but the mentor may accept or decline such work. In the event that a mentor position is funded through the provisions of a special grant, but the grant allowance for pay is less than fifty dollars (\$50) per hour, then the District will add the necessary funds to equal fifty dollars (\$50) hourly compensation for the mentor.
7. Professional Development Units (PDUs) will be earned by each mentor and mentee.
8. Although the mentor program is intended primarily for teachers new to the District, the District may offer a mentor for any member in the District. A member who is not new to the District may, without explanation or recrimination, decline the District's offer of a mentor. This language shall not prevent the use of peer assistance when appropriate.

9. **A mentor may resign at any time during the first two (2) months of the assignment by giving five (5) days notice. Mentors may submit resignations later in the event of: 1) an emergency, 2) an unplanned leave of absence, 3) irreconcilable differences with the mentee. The mentee, during the first two (2) months, may request from the principal a different mentor with five (5) days notice. The mentor in each instance shall be paid for hours completed.**
10. Participation in the program shall only be required in the first year in the District for professional educators. Professional educators in their second and third year in the District may volunteer to participate in the program with District approval.
- ~~2. Whenever mentors and / or protégés are requested by the District to attend meetings, training or work sessions beyond the normal work hours or work year, as specified in Article 5, the mentor and the protégé shall be paid at curriculum rate.~~
- ~~3. The mentor shall be a member of the bargaining unit and shall not participate in the evaluation of the protégé and shall not testify in any hearing or procedure regarding the performance or actions of the protégé, without written permission of the protégé.~~

## ARTICLE 18: INSTRUCTION

### Section A - Behavioral Supports and Student Discipline ~~Disruptive Students~~

Both the District and Association agree, it is in the best interest of students that disruptive behavior shall not be allowed to hinder the progress of a class. When a student's behavior interferes with the classroom instruction to the detriment of other students, the professional educator shall initiate the process defined below to ensure that the classroom environment remains supportive to all students and staff.

#### **1. Building Level Behavioral Support/Discipline Plan**

- a. ~~1. Disciplinary actions~~ **Behavior management** by school personnel will be most effective when applied fairly and consistently and when students and their parents understand the methods and reasons for **behavioral supports and potential** disciplinary measures. ~~Schools~~ **Administrators and professional educators** shall **collaboratively** develop **behavioral supports and** discipline procedures **at every worksite.** ~~based on~~ **This plan will be included in** the Student Rights and Responsibilities Handbook that has been adopted by the Board.
  
- b. ~~2. Every building will have a~~ **behavior support/discipline plan,** ~~which specifies procedures to be used by professional educators for removing disruptive students from the classroom. This plan will be included in the building staff handbook.~~ **By June 1, a committee of building administrator(s) and at least three (3) Association designees will convene to solicit input and revise the building behavior management/discipline plan for the upcoming school year. All professional educators in the building will have an opportunity to suggest revisions for the following year. The committee shall work together to update/amend the building behavior management/discipline plans before the end of each contract year for the upcoming school year.** ~~and will be reviewed with staff annually.~~
  
- c. **The building behavioral support/discipline plan shall include the following: the designation of a location for students to be sent who are compromising the safety of staff or other students, the possible responses to student behaviors, the communication protocols between teachers and administrators regarding student behaviors, the steps that will be taken if a student threatens or harasses a teacher, student removal and return to class, and the ways staff**

could recognize positive student choices. This plan will also include a coverage protocol when administration is not available. The building plan may also list the kinds of support and how the teacher can access support from others, including building administrators, counselors, and District specialists, and any other pertinent information.

## **2. Classroom Management**

The District and Association recognize that the primary responsibility for student management rests with the professional educator. In the exercise of authority by a professional educator to control and maintain order and discipline, the professional educator may use reasonable and professional judgment.

## **3. Disruptive Students**

- a. Right to Remove a Student: When a student's behavior interferes with the classroom instruction to the detriment of other students, the professional educator shall send the student or students to the building's designated location. The professional educator shall communicate with the office regarding the incident, and all involved will follow the steps in the building behavioral support/discipline plan. The administrator or designee will communicate with the professional educator prior to the student returning to class, without disrupting instructional time. The building plan will detail how students are returned into the classroom.
- b. A procedure shall exist for handling students removed from class when the principal, supervisor or their designee is out of the building or unavailable and therefore cannot communicate with the professional educator prior to the return of the student to class. Such procedure shall provide that only professional educators or administration shall have a decision-making role in the handling of such students.
- c. Individual Student Support Plans: If a student is showing a pattern of disruption, the principal, supervisor and/or professional educator shall initiate the development of a written student behavior support plan. The development of the individual's plan shall follow the following process:
  - i. A conference which shall include, as appropriate, the principal, supervisor, professional educator, student and parent(s) and

**other resource staff. The creation of the student's behavior support plan shall include the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator, and others.**

ii. **If the plan does not result in a change in the disruptive behavior, the administrator, in conference with the professional educator, will take additional steps as may be appropriate which are consistent with and guided by the school behavior support/discipline plan.**

iii. **Each professional educator shall be allowed to write referrals for any student under their supervision at any stage of the referral process. Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals.**

d. ~~3.~~ The decision of a building assistant principal **or designee** regarding the disciplinary action taken in the case of a disruptive student may be appealed by the involved professional educator(s) to the principal. The decision of a building principal may be appealed by the involved professional educator(s) to the Superintendent for final resolution. Prior to rendering a decision, the Superintendent will arrange for a conference with the professional educator(s), the principal or designee, and other appropriate school professionals.

4. ~~Excluding Students from the Classroom/Workstation:~~

~~a. When professional educators exclude a disruptive student from their workstation and / or duty station the professional educator will provide an explanation of what happened.~~

~~b. Prior to the student being re-admitted to class, the professional educator will be informed about the resolution of the problem.~~

e. **An allegation that the student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the removal of the student from the responsibility of the professional educator pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline as set forth above. If the investigation shows Physical Attack/Harm did occur**

and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility.

- f. Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the school handbook, "The Students Rights and Responsibilities Handbook." However, there shall be a minimum of five (5) days suspension for a Threat/Causing Fear of Harm and mandatory pre-expulsion hearing for Physical Attack/Harm.
- i. PK-5 students, in lieu of a five (5) day suspension, will participate in a five (5) day out-of-the-regular-classroom Social Emotional Learning (SEL) program which may include restorative justice activities, school counseling, and/or other activities found to be appropriate by the education team.

g. A professional educator who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments. If the professional educator completes a written behavioral referral to a building administrator, the professional educator shall receive feedback about the action taken within a reasonable time frame, generally within 48 hours for a major referral.

4. District administration, Association leadership, and students shall work together to review and update the Student Rights and Responsibilities Handbook by the end of the current school year for subsequent year's implementation.
5. Exclusions for School Counselors: School Counselors work to support academic, social/emotional and career development with students. To maintain positive student/counselor relationships and allow counselors to perform their professional duties, counselors will not be required to provide disciplinary consequences to students.

#### Section B - Assessment of Students

The professional educator shall maintain the responsibility to assess student progress and development. When a professional educator's assessment is challenged by a parent or



student, the student and/or parent shall first present their request for a grade change to the professional educator with supporting information and rationale. If the professional educator does not agree to change the grade, no grade or evaluation given by a professional educator shall be changed without the approval of the professional educator, unless the student, parent(s), or legal guardian(s) file an appeal with the principal.

1. Appeals shall be heard by a review panel. The panel shall consist of three (3) members. The first member shall be a representative appointed by the professional educator, the second member shall be the principal. The third member who shall be used as the chairperson shall be a person mutually appointed by the professional educator's representative and the principal, unless the student and/or parent requests to choose the third panel member. If the student and/or parent make such a request the third panel member shall not be a District professional educator and shall have no family relationship to the student and/or parent. If the student and/or parent appoint the third member, the principal shall serve as chairperson.
2. The panel may change the grade, establish additional requirements or deny the appeal.
3. The panel's decision shall be final and binding and communicated to the professional educator by the principal.
4. If the professional educator has left the District or otherwise is unavailable, the Association shall appoint the professional educator's representative.

### **Section C: Academic Freedom**

#### **Purpose of Curriculum**

**MSD and the Association agree that the purpose of curriculum is to be a resource for educators and that curriculum should not be used as a prescriptive tool for delivering content in classrooms.**

1. **Adoption and Purchase of Instructional Materials: The development and delivery of instructional materials is a collaborative process that includes teachers, instructional technology curriculum developers, and administrators. Whenever MSD is considering the purchase, design or redesign of instructional materials, it will establish a joint curriculum team for that purpose.**
  - a. **The Association shall appoint at least three professional educators to the team. The curriculum team shall share preliminary decisions and reasoning with**

affected staff for peer review and shall incorporate any resulting input in further discussion, analysis, and selection. The curriculum team shall use a consensus model when recommending final selections for board adoption.

- b. Members of the curriculum design and adoption team will be compensated at the per diem rate for any work performed outside the regular work day. The curriculum design and adoption team will be compensated for four (4) hours of substitute lesson plan design at the per diem rate for each meeting which requires a substitute.

## 2. Learning the Curriculum

Whenever a new curriculum is adopted, the District shall offer eight (8) hours of professional learning time to professional educators who are expected to use the curriculum.

- a. This educational time must be prepared and presented by an expert in the adopted curriculum and must take place at least a month before the curriculum is expected to be implemented.
- b. The professional learning shall occur during the regular workday. The professional learning will not occur until all adopted curriculum and supplemental materials are available for educator use.
- c. The eight (8) hour time of professional learning will be evenly divided between a guided time with the curriculum expert and collaboration time to review and explore the curriculum with colleagues.
- d. Professional educators will be compensated for four (4) hours at the per diem rate for each full day of professional learning, or part thereof, in order to prepare substitute lesson plans. Professional development occurring within the student contact day will be compensated for four (4) hours of substitute lesson plan design at the per diem rate for each meeting which requires a substitute.

## 4. Delivery of Content

Professional educators shall be solely responsible for:

- a. Making decisions regarding the methods and materials used for the instruction of students, consistent with the educator's professional opinion and general grade level and/or subject content guidelines.
- b. Determining when and how to modify, supplement, or replace lessons to meet the needs of students and to achieve unit and lesson objectives.

- c. Developing, sequencing, and pacing daily lesson plans, subject to standards adopted by the state.
- d. Modifying pace and delivery, based on student needs.

**5. Protection from Censorship**

- a. Controversial Material: Professional educators shall have the freedom to present and discuss political, religious, or otherwise controversial materials, provided the materials are relevant to the course content and appropriate to the grade level of the student.
- b. Personal Opinion: Professional educators shall have the right to discuss their personal opinions on all matters relevant to the course content, so long as they indicate that they are expressing their private opinion and are not speaking on behalf of MSD, its administration, or the Board.
- c. Censorship: MSD agrees to protect professional educators from any censorship or restraint that interferes with the performance of their teaching functions.

**6. Recordings and Electronic Devices**

MSD shall not record, or allow students to record, classroom activities without the prior written consent of the professional educator being recorded. MSD shall not use any electronic device to listen to classroom activities or private conversations in the classroom. Educators providing instruction outside a regular classroom environment shall not be monitored during their instructional periods. Recordings from school site cameras shall not be reviewed without just cause.

**7. Intellectual Property Rights**

The ownership of any materials, processes, or inventions developed by a professional educator's individual effort, time and expense shall vest in the professional educator and be copyrighted or patented, if at all, in the professional educator's name.

## ARTICLE 19: ~~FAIR SHARE~~ Dues Deduction

### 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 prorated 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 – 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 10 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 payments.~~

~~2. A computer printout or accurate listing of 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 B—Deductions

- 1. Membership dues will be deducted in 11 equal monthly payments beginning with the October paycheck.**
- 2. Within fifteen (15) business days 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 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 September 15, January 13, and May 12 of each year the District shall provide to the OEA in an editable digital file format (agreed to by the Association) the following information 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, PERS classification, 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 on the monthly electronic report to OEA.
3. The District shall make the information referenced in C2 available to the Association within ten (10) calendar days for any new hire.
4. 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.

## ARTICLE 20: GRIEVANCE PROCEDURE

### Section A – Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional educators. Dismissal, non-renewal, and non-procedural evaluation grievances are not subject to the provisions of this article. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any professional educator having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

### Section B – Definitions

1. A grievance is a claim based upon a difference of opinion concerning the interpretation or application or alleged violation of this Agreement **or Board policy.**
2. Grievant is the person or persons making the claim who has signed the grievance form. Grievances with multiple signatures will be accepted, but members who have signed shall not be considered representatives of other members who have not signed, although similarly situated. The Association may file grievances only to enforce rights granted by the Agreement to the Association as an entity, such as fair share, or to file a grievance when a member is unwilling to file and the rights of other members may be affected provided the unwilling member is notified. However, grievances under Articles 7: Assignments/Transfers, Article 8: Reduction in Force and Article 21: Evaluation must be filed by the affected member(s) and not by the Association.
3. All days in this article shall be considered licensed professional educator working days with the exception of initial filing period days which shall be District Office working days.

### Section C - Timeline

Informal Process: 15 days from incident or first knowledge of incident  
Formal Written Grievance: 5 days after informal process  
Principal/Supervisor Conference: 5 days after receiving written grievance  
Written Decision: 5 days after conference  
Appeal to Superintendent or Designee: 5 days after written decision  
Superintendent or Designee Conference: 5 days after appeal  
Written Decision of Superintendent or Designee: 5 days after conference  
Appeal to School Board: 5 days after Superintendent decision  
Board Hearing: Next Regular Board Meeting (if requested within 7 days of the meeting)  
Written Decision of Board: 14 days after Board hearing  
Appeal to Binding Arbitration: 20 days after written decision

### Section D - Procedure

1. Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limits can be extended only by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year.
3. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
4. Where two or more grievances have been filed by members similarly situated who alleged a violation of the same section (s) of the agreement and who allege the same or similar district actions as contract violations, the grievances will be consolidated upon mutual agreement of the parties at Step 1 (if all grievants are in the same building) or at Step 2 (if grievants are in different buildings).

### Section E - Informal



The grievant will meet with his/her immediate supervisor, building principal or appropriate district-level administrator who made the decision to identify the problem and attempt to solve the problem in an informal manner within fifteen (15) working days of the date the grievant first had or should have reasonably had knowledge of the incident. The grievant shall identify the purpose of the meeting at the informal level of the grievance process. **The administrator shall notify the professional educator of their right to bring Association representation to any meeting involved in the grievance process.**

#### Section F - Formal

##### Step 1:

1. In the event the problem cannot be resolved by informal means within the fifteen (15) day period, the grievant may request a formal conference with his/her principal, immediate supervisor or appropriate district-level administrator who made the decision and submit the formal written grievance within five (5) working days of the conclusion of the informal process. The grievant shall present the grievance in writing, stating the following information:
  - a. Name and position of the association member who is impacted.
  - b. A detailed statement of the facts to substantiate the grievance, relevant dates and the persons involved.
  - c. A statement identifying the contract provision **or Board policy** allegedly violated.
  - d. The corrective action requested.
  - e. The signature of the grievant.
2. The formal conference shall be held within five (5) working days after the grievant submits the written grievance and the principal or immediate supervisor shall render the decision and the reason or reasons therefore, in writing, within five (5) working days after the conference.
3. The grievant may be accompanied by an Association representative of his/her choice, who may be the spokesperson, and who may present his/her case. Either party may call

witnesses who may give testimony directly bearing on the grievance. **Notice of witnesses will be provided a minimum of 24 hours prior to the meeting.**

**Step 2:**

1. The grievant may appeal the decision rendered by the immediate supervisor, building principal or appropriate District level administrator who made the decision to the Superintendent or designee. Such an appeal shall be filed within five (5) working days after the grievant receives a written decision as in Step 1. The grievance must furnish a copy of the written grievance and decision rendered as provided in Step 1, and a written objection to the decision rendered with a copy to the person last hearing the grievance.
2. The Superintendent or designee shall, within five (5) working days, set a date and time for an appeal conference, which shall be not more than ten (10) working days after the filing, and notify the grievant, his/her representative and the building principal or immediate supervisor of the time and place.
3. The grievant may be accompanied by an Association representative of his/her choice who may be the spokesperson and who may present his/her case. Either party may call witnesses, **with 24 hour notice**, who may give testimony directly bearing on the case. A copy of the grievance shall be sent to the Association President and the Association shall be entitled to have ~~representative~~ **representation** attend and state the position of the Association at the Step 2 and Step 3 hearings.
4. Within five (5) working days after the conference the Superintendent shall render a written decision and the reasons thereof, sending copies to the grievant, his/her representative, and his/her principal or immediate supervisor.

**Step 3: School Board**

1. The grievant may appeal to the School Board the decision rendered by the Superintendent in the same manner as set forth in Step 2-A.
2. The School Board shall consider the written record and hear the appeal at the next regular meeting of the Board if the appeal is filed at least seven (7) working days prior to the Board meeting.
3. Otherwise the Board shall consider and hear the appeal at the next scheduled Board meeting. The hearing shall be held in closed session, when allowed under Public

Meeting Law, unless the parties mutually agree to have the grievance held in open session.

4. The Board shall render a written decision and the reasons therefore within fourteen (14) working days.

Step 4:

Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within the time limits of the previous step (fourteen days after the Board hearing), the grievant may submit the grievance in writing to the Association:

a. Within five (5) days after the decision at Step Three,

b. Within twenty (20) days after receiving the written grievance, the Association may submit the grievance to arbitration.

2. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules".)

3. Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the Association shall make a request for a list of seven (7) Oregon or Washington arbitrators to the Employment Relations Board and those names shall be alternately stricken until an arbitrator is chosen.

4. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue the decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning

and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

5. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to act upon any matter or condition not contained in this Agreement.

6. Expenses for the arbitrator services and the proceedings shall be borne equally. Each party shall be responsible for the costs of preparing and presenting its own case, including the compensation of its representatives and witnesses.

#### Section G - Disposition of Records

All documents, communications, and records of a formal grievance will be filed in the school district office separately from the personnel files.

#### Section H - Rights of Professional Educators

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or with an Association representative of his/her choice. The Association shall have the right to be present and to participate fully at all formal stages of the grievance procedure.

#### Section I - Miscellaneous

1. Group Grievance: If a grievance affects a group or class of professional educators, the grievance may be submitted in writing to the Superintendent or designee directly following grievance procedures outlined above. The processing of such grievance shall be commenced at Step Two.

2. Cooperation: The District shall promptly furnish information or documents related to the grievance when requested by the Association in order to process the grievance in accordance with ORS 243.672 (1) (e).

3. All decisions of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefore.

4. For professional educators who meet the definition of “teacher” under the provisions of ORS 342.815 (9) and pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while a professional educator is on a program of assistance.

Section J - Reprisals

No reprisal of any kind shall be taken by either party against any party involved in a grievance procedure by reason of such participation.

Section K - Forms

Forms for processing grievances are included in the Appendix **or parties may use an agreed upon editable template in a shared online platform.**

## ARTICLE 21: EVALUATION

### Section A – Evaluation Procedures

1. The purpose of evaluation is improvement of professional educator performance; encouraging professional growth; improving communication between professional educators and their immediate supervisor; and, when necessary, identifying and assisting professional educators to improve/correct areas of unsatisfactory performance.
2. The District shall comply with the procedures required by Oregon Revised Statutes for probationary professional educators (which allows the Board to non-renew a probationary professional educator for any cause it may deem in good faith sufficient) and will apply the same evaluation provisions of Oregon Revised Statutes (ORS 342.850) to the evaluation of contract professional educators, except that contract professional educators shall be evaluated a minimum of once every two (2) years. During each probationary professional educator's evaluation, a minimum of two formal observations will be conducted by their supervisor that includes a pre-conference, an observation and a post conference meeting. During a contract professional educator's formal two year evaluation cycle a minimum of two formal observations will be conducted by their supervisor that includes a pre-conference, an observation and post conference meeting. The professional educator shall receive at least three (3) days advance notice for all formal observations and pre-conferences.
3. Volunteerism shall not be a factor in evaluation.

### Section B – Professional Educator Evaluation Handbook

Changes in the Professional Educator Evaluation Handbook shall be made only after collaboration between school administrators appointed by the District and professional educators appointed by the Association. Final approval as to any changes to the professional educator evaluation handbook shall be retained by the Board.

### Section C – Focus Goals and Plan of Assistance

#### 1. Focus Goals

**If during the supervision and evaluation cycle, a performance deficiency is noted, the District, in accord with the Teacher Evaluation and Support System handbook, shall initiate Focus Goals for the professional educator. The Association will be notified at least ten (10) days in advance of the District's intent to implement Focus Goals for a professional educator. The Association will be offered an opportunity to review the**

**Focus Goals and provide feedback on them at least five (5) days prior to implementation. Professional educators shall be entitled to Association representation at any meeting concerning Focus Goals. Any professional educator on Focus Goals shall be offered access to the mentor program delineated in Article 17.**

**2. Plan of Assistance:**

**If a professional educator is unsuccessful on Focus Goals or shows an extreme deficiency in classroom performance, the District, in accord with the Teacher Evaluation and Support System handbook and Oregon State Statutes 342.835, 342.865, shall initiate a Plan of Assistance for the professional educator.**

- a. **The Association will be notified at least ten (10) days in advance of the District's intent to implement a Plan of Assistance for a professional educator. The professional educator and Association will be offered an opportunity to review the Plan at least five (5) days prior to implementation. Professional educators shall be entitled to Association representation at any meeting concerning the Plan of Assistance.**

~~Upon notification by a representative of the District that a Plan of Assistance will be adopted, the professional educator affected shall thereafter be entitled to Association representation at any subsequent conference or meeting. A professional educator shall be notified five (5) working days prior to presentation, by the administration, of the Plan of Assistance.~~

- ~~b. At the time of notification, the professional educator will be informed of the reason for the proposed action. The member, and Association representative, and supervisor will work together to clarify and revise the plan if any, will have an opportunity for input prior to finalization of the plan.~~

~~The member may submit a rebuttal statement indicating disagreement with any aspect of the plan and such statement shall be added to the member's Plan of Assistance file.~~

- ~~2-c. Normally, no more than three (3) deficiencies at the performance standard/part of domain level, for example, classroom environment/student behavior, instructional techniques/engaging students and professional responsibilities / parent communication, shall be listed in any one Plan of~~

Assistance.

~~d.-3.~~ Timelines will vary in length, dependent upon the type and kind of deficiency diagnosed. Normally, no Plan of Assistance will extend more than twelve (12) months without revision.

~~e.-4.~~ Every Plan of Assistance shall involve a review conference at least every four (4) months excluding summer.

**f. Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.**

#### Section D – Evaluators

Only licensed administrators shall evaluate unit members. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit.



**ARTICLE 22: SUPPLEMENTAL RETIREMENT BENEFIT—NO  
CHANGE**

Section A - Severance Benefit

For members who retire on or after July 1, 2009 the District shall provide a one-time severance benefit equal to \$100 dollars per the number 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.

# **MOU - SABBATICAL LEAVE**

**Term: From July 1, 2020 until a new contract is ratified.**

## **A. Eligibility**

**Members shall be eligible for sabbatical leave of one (1) academic year.**

- 1. Application may be submitted after five (5) uninterrupted years of teaching service to the District and for each successive seven-year period.**
- 2. A program of study and/or foreign travel must be approved by the Administration and the Board.**
- 3. Applicant must sign a promissory note assuring his return.**

## **B. Number Allowed from Staff**

**The total number of members on leave from the District shall not exceed 3 percent rounded to the nearest whole number.**

## **C. Application**

- 1. Application for leave must be filed at least by January 15 of the preceding year before the leave-taking date and must include the program approved by the Administration and the Board.**
- 2. A copy of the application procedure may be obtained in the Superintendent's office.**

## **D. Pay While on Leave**

**Members on leave shall be paid one-half (1/2) their annual base salary**

## **E. Time on Leave Applied as Service Time**

**Time on leave shall apply as service time to the District for purposes of increment and for sick leave.**

## **F. Academic Hours Gained Applied Toward Advancement**

**Academic hours gained during the time on leave shall apply to credit on the salary schedule toward completion of the Master's Degree, or the Master's Degree plus 24 hours, or Master's Degree plus 45 hours, whichever is appropriate to the member on leave.**

## **G. Guarantee of Subsequent Service**

- 1. Members accepting sabbatical leave shall understand that they are to guarantee at least three (3) years of subsequent service to the District. The costs of salary, benefits and payroll expenses advanced by the District during the year of sabbatical leave will be considered to be**

**a three-year interest-free loan secured by a promissory note in like amount. Said loan shall be canceled after the three (3) years' subsequent service to the District. Repayment of the above loan must be made on a prorated basis if the three-year subsequent service is not fulfilled.**

**2. Death or illness that prevents a member from completing the full three (3) years will cancel the loan.**

**APPENDICES A-B shall reflect the proposed changes to school year, salary schedule structural amendments, and annual COLA increases.**

**APPENDIX C shall remain the same for year 1 and then potentially adjusted in year 2 and 3 of the contract.**

**APPENDIX D shall remain the same**