

# AGREEMENT

between

McMinnville School District #40  
and



McMinnville Education Association  
~~2017-2020~~

**July 1, 2020 – June 30, 2023**

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

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**ARTICLE 16: WORKING CONDITIONS ( No language changes, see cost analysis below)**

Section A - Safe Working Conditions

1. The parties agree to work toward compliance with safety regulations as required under applicable Federal and State safety requirements. 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 when their concern has been reviewed by the building administrator and/or school safety committee.
2. 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 supports for appropriate management strategies.

Section B - Class Size / Workload

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. If the professional educator is not satisfied with the principal's solution, the professional educator may request and shall be granted a review by the Superintendent. 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 the Superintendent. The decision of the Superintendent shall be final.

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.

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.
  2. The District shall comply with requirements of the State Board of Nursing regarding delegation of medically related tasks.
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This table is provided for analysis and discussion of the initial McEA proposal on caseloads. This is not part of the MSD counter proposal for Article 16.

<u>Cost</u>	<u>Position</u>	<u>Caseload</u>	<u>% of Base Salary increased per Student over the Threshold</u>
<u>Salary Increase</u> <u>\$59,220</u>	<u>Speech and Language Pathologists</u>	<u>1 to 50 students</u>	<u>Increase salary by 3% (1.5% each semester) per Student over the Threshold</u>
<u>Add 5.6 staff</u> <u>\$560,000</u>			
<u>Salary Increase</u> <u>\$280,350</u>	<u>Elementary Counselors</u>	<u>1 to 250 students</u>	<u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u>
<u>Add 5.5 Staff</u> <u>\$550,000</u>			
<u>Salary Increase</u> <u>\$137,760</u>	<u>Middle School Counselors</u>	<u>1 to 250 students</u>	<u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u>
<u>Add 2.6 staff</u> <u>\$260,000</u>			
<u>Increase Salary</u> <u>\$241,710</u>	<u>High School Counselors</u>	<u>1 to 250 students</u>	<u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u>
<u>Add 4.6 staff</u> <u>\$460,000</u>			
<u>TBD</u>	<u>School Psychologists</u>	<u>1 to 135 students</u>	<u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u>
<u>TBD</u>			

<u>Increase Salary</u> <u>\$922,320</u>	<u>School Nurses</u>	<u>1 to 750 students</u>	<u>Increase salary by 3% (1.5% each semester) per 10 Students over the Threshold (triggered by first student over)</u>
<u>Add 5.8 staff</u> <u>\$580,000</u>			
<u>Total Costs of McEA Caseload Proposal</u>	<u>Increase Salary Option</u> <u>\$1,641,360.00 (equivalent to 16.5 fte or equivalent to a 1.47% COLA for the group.)</u>	<u>Increase # of Staff Option</u> <u>\$2,410,000.00 to hire 24.1 fte (equivalent to a 2.16% COLA for the group.)</u>	

## ARTICLE 18: INSTRUCTION

### Section A - Disruptive Students

1. Disciplinary actions by school personnel will be most effective when applied fairly and consistently and when students and their parents understand the methods and reasons for disciplinary measures. Schools shall develop discipline procedures based on the Student Rights and Responsibilities Handbook that has been adopted by the Board. **A committee consisting of three (3) members, one from each level appointed by the Association and District appointed representatives will meet quarterly to review Association concerns related to District and building behavior guidelines and implementation. The District may invite resource specialists to attend the meetings as needed to assist in the review of concerns.**
2. Every building will have a 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 and will be reviewed with staff annually.
3. The decision of a building assistant principal 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 **to the building administrator either verbally or via email/note.**
  - b. Prior to the student being re-admitted to class, the professional educator will be informed about the resolution of the problem **either verbally or via email/note.**

### 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 chair person 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.
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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.
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## 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.
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

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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.

#### Section F – Formal

The administrator shall notify the professional educator of their right to bring Association representation to any meeting involved in the grievance process.

#### 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 allegedly violated.
    - d. The corrective action requested.
    - e. The signature of the grievant.
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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 grievant 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 **a** representative 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.
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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.

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### 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.**

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## 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.
  
1. 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 **their evaluation will follow the MSD licensed evaluation procedures.** ~~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 Plans of Assistance for Contract Status Teachers**

#### **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, may initiate Focus Goals for the professional educator.**

#### **2. Plans of Assistance**

**If a professional educator is unsuccessful on Focus Goals the District, in accord with the Teacher Evaluation and Support System handbook and Oregon State Statutes 342.835, 342.865, may initiate a Plan of Assistance for the professional educator. Professional educators shall be entitled to an Association representative at any meeting concerning Plans of Assistance.**

- a) **The professional educator will be notified at least (5) days in advance of**

**the District's intent to implement a Plan of Assistance. The professional educator will be offered an opportunity to review the plan of assistance for at least (5) days after the plan is presented to the professional educator. During the (5) day window the professional educator may review the plan and offer to the administrator for their consideration, suggestions to clarify or revise the plan. At the end of the (5) day window of time the plan with any revisions made by the administrator will be implemented.** 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.

~~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. At the time of notification, the professional educator will be informed of the reason for the proposed action. The member and representative, if any, will have an opportunity for input prior to finalization of the plan.~~

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

#### 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.

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