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Will be updated at the
conclusion of bargaining

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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, ~~2024~~**2028**.

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 their first three **(3)** years of employment as a member of the bargaining unit.
3. Professionally Licensed: All professional educators are 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

1. 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.
2. **If the ESD cannot supply staff for vacant licensed roles in the area of Student Services, the District may enlist a contractor temporarily while still pursuing recruitment for a permanent staff member either employed directly by the District or the ESD.**
3. In any other situation **that requires subcontracting**, 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 **(2)** signed copies and electronic copies of the final Agreement for the purpose of records. One **(1)** shall be retained by the District and one **(1)** by McEA.
2. Within one **(1)** 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 **(5)** days per school year.

Section M - Communication during the Term of the Contract

1. The parties agree that nurturing a partnership between the Association and District dedicated to the improvement of instruction, schools, and the school system is a priority. The parties agree to work toward a productive working relationship through regular meetings of the McEA President or designee and the Superintendent or designee, held monthly during the school year unless both parties agree otherwise. Additional meeting times, topics and attendees will be determined by the Superintendent and Association President. Should a regularly scheduled meeting need to be rescheduled, an alternative date will need to be agreed upon within five (5) days of the original date.
2. School principals and McEA building representatives will meet by September 15th of each year to discuss the process of resolving issues of contract implementation at the building level. This may include regular meetings, additional meetings as needed, and/or other collaborative problem solving techniques.

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

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. Reprimand shall be made privately, 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 their 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 - Definition of a Complaint (New Article # TBD)

- ~~1. 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 or in writing. A complaint may be submitted by a parent, a student, another employee, or other person.~~
- ~~2. 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), TSPC, ODE, 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.~~
- ~~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 complaint is reduced to writing by either the complainant or the administrator processing~~

~~the complaint. Once reduced to writing, complaints shall be processed in 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 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 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.~~
- ~~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 Complaint Investigation

- ~~a. If informal resolution of a complaint has failed, the professional educator's immediate supervisor shall initiate an investigation of the complaint within five (5) professional educator working days of the conclusion of the informal level.~~
- ~~b. The immediate supervisor shall notify the professional educator about any formal level complaint and provide a copy of the written complaint at least 24 hours before any formal level meeting with the professional educator.~~
- ~~c. At the formal level complaint meeting, the professional educator shall have the opportunity to ask questions and present their response to the allegations presented in the complaint.~~
- ~~d. Within ten (10) days of formal complaint meeting the administrator will either meet with the educator to share the disposition of the complaint or provide an explanation to the educator or association representative, if applicable, for why additional time is needed to resolve the complaint. Extensions of the timeline will be by mutual agreement except when there are legal or other extenuating circumstances that prevent the completion of the investigation within the original timelines. The administrator shall complete a written report and review the written report with the professional educator at the complaint resolution meeting.
 - ~~1) The professional educator shall sign the written report to indicate that they have 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 complaint documentation.~~
 - ~~3) The written report shall be placed in the professional educator's working and/or personnel file.~~~~

Section D - Disposition of the Complaint

- ~~1. 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 personnel file but may be retained in the complaint investigation file.~~
- ~~2. If the administrator determines after an investigation that the complaint has no validity, the complaint investigation files, if retained, will be stored in the Human Resources Department and will only be accessible by the Superintendent or designee for the purpose of defending the District against legal action and preserving complaints for the purpose of documenting that an investigation was conducted.~~

- ~~3. 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:
 - ~~a. Name of the professional educator against whom the complaint is made~~
 - ~~b. The date and nature of the complaint made~~
 - ~~c. The name of the complainant(s)~~
 - ~~d. The administrative investigative report~~
 - ~~e. The disposition of the complaint~~~~
- ~~4. 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.~~
- ~~5. 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 personnel file.~~

Section E - 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 statements will be furnished to the professional educator within ten (10) days of the Superintendent's conference.~~

Section F. - Mediation of Complaints

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

Section G - Right to Representation at Meetings Concerning a Complaint

~~The professional educator(s) shall have a right to representation at any meeting in the formal level of this process. At the time the professional educator makes their request for representation, the questioning of that professional educator shall stop until an appropriate 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 HB - Professional Educator Discipline

1. Investigatory Meetings
 - a. Should an investigatory meeting be warranted, the professional educator shall have notice of the purpose of the 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. 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 representative of the Association is present. At the time the professional educator makes their request for representation, the questioning of that professional educator must stop until an appropriate representative is present; the meeting will be rescheduled to occur within the next 48 hours.
 - b. The District shall notify a professional educator of the right to bring a representative to 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 IC – 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.
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 their designee, the Superintendent or their 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 and the Oregon

Department of Education. 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.
5. 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.
6. The professional educator shall pay for the cost of any copying requested.
7. In accordance with Oregon Revised Statutes, a professional educator may request material(s) in their personnel file (excluding evaluations and disciplinary materials) be removed from their file after three (3) years. The request shall be made to the Human Resources Director. If the request is denied, the professional educator may appeal to the Superintendent.
8. 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.
9. 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 ~~J~~D - 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, their assigned duties.

Section ~~K~~E - 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 (**three**) of the grievance procedure.

Section ~~E~~F - 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. The Board packet will be emailed to the designated Association representative as soon as it is available prior to the Board meeting.

Section B - Placement on the Board Agenda

There shall be a standing agenda item for the McMinnville Association President or designee to address the MSD Board of Directors at any regular Board meeting. Upon request of the President of the McEA, or their authorized representative, the McEA shall be placed on the agenda of a Special Board meeting if the McEA is the subject of the Special meeting.

Section C – Right to Speak at Faculty Meetings

During one (1) administrator-directed meeting per month, Association Representatives shall be scheduled for the last (~~5~~) five (**5**) 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 one (**1**) time per month.

Section D - Providing Documents

Upon written request, the Board shall provide to the President of McEA a copy of the proposed, adopted, and audited budget of the District as they are prepared. The Board shall provide all public information requested which is necessary and proper to the administration of the collective bargaining agreement free of charge, up to a reasonably estimated cost of \$100. Any calculated cost beyond that shall be provided as an estimate to the Association and approved or the information request shall be revised.

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 phones, computers, email, photocopiers and other equipment as allowed by law, when such equipment is not

otherwise in use.

2. Bulletin Boards

- a. 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

- a. 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 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 Association. The Association President shall experience no reduction of pay or benefits due to service as the President. The Association President and building administrator will collaborate on an agreeable schedule. After leaving the position of President, the professional educator shall be reinstated 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. Unless there is an emergency that takes place or if the District makes a request for representation.

Section H: Association/District Relations

1. During District orientation for new bargaining unit members, the Association will be granted up to **sixty (60)** minutes to conduct Association business and orientation.

2. For anyone hired after the District orientation day, the District will notify the Association of the hire within ten (10) calendar days and provide **sixty (60)** minutes within the member's workday for the Association to provide orientation.
3. If unable to meet during contract hours, the Association may request **sixty (60)** minutes of pay be timesheeted at the per diem rate by the new hire, in order for the Association to provide orientation outside of the regular workday.
4. The Association shall have the right to meet with current professional educators during non-student contact time at the educators' worksite in order to address grievances, complaints, and matters related to employment relations.
5. To encourage a positive, collaborative relationship, when building level contract related concerns arise, McEA building representatives shall encourage professional educators to discuss their concerns directly with their building level administrator in an attempt to resolve the concern informally. If the professional educator is not satisfied with the resolution of their concern by their building level administrator they may request a meeting with a McEA building representative and their building administrator to attempt to resolve their concern. If the professional educator is still not satisfied after the building level meeting, the McEA representative may bring the concern to the MSD/McEA liaison meeting on behalf of the professional educator.
6. 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, **the Association will have the opportunity to join the calendar committee, enabling them to contribute their input directly to the committee's discussions** ~~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 **standard** professional educator work year ~~shall be~~ **is one hundred and ninety (190)** contract days. ~~for the 2020-21 school year.~~ The work year ~~shall increased~~ to **one hundred and ninety-two (192)** contract days beginning with the 2021-22, school year **using SIA funding.** ~~if the District receives SIA funding sufficient to cover the cost of the additional days.~~ If SIA funding is not sufficient to cover the cost of the additional days, the District may adjust the contract year by up to **two (2)** contract days and the salary schedule will be adjusted accordingly. The additional days will be District directed professional development collaboration time.
 - a. New professional educators to the District shall have an additional **one and a half (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.
 - b. New professional educators may be required to participate in an average of four (4) hours per month of Professional Development which will be paid at curriculum rate. Teachers new to the District with at least **five (5)** years of prior classroom teaching experience at the level they are hired to teach may make a request to their Supervisor and if approved, can opt-out of Professional Development activities that are specific to teachers new to the profession.
2. The professional educator work year shall include the following:
 - a. Five (5) Paid Holidays: Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day
 - 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, up to one-half (.5) day may be set aside for district and/or building level meeting time to prepare for the start of school.
 - i. If an administrator requires a professional educator to attend a student specific medical training (such as but not limited to epi pen, seizure medication training) during their preparation time the professional

educator will timesheet additional time at curriculum rate for the time of the training to compensate them for lost preparation time.

- c. Three and one quarter (3 1/4) Grading Days: The District shall provide a minimum of one **(1) - three-quarter (3/4)** grading day without students at the end of the first, second and third quarter grading periods, the remaining quarter (**1/4**) of the day will be reserved for administrator directed meetings/trainings. At the end of the 4th quarter there will be one **(1)** full day without students of which **three-quarters (3/4)** of the day will be for grading and **one-quarter (1/4)** of the day for check-out. No meetings involving McEA members may be scheduled by administrators during scheduled grading time. Professional educators who are not required to provide grades for students will fulfill duties consistent with their normal job duties for the full day.
- d. Parent Conference Days: When the District schedules parent conference days, it may schedule conference days as one **(1)** full day or two **(2)** half days. “Half-days” shall mean, for this purpose, at least three and a three-quarter (**3-753/4**) hours without students. If parent conferences are scheduled in the evening, a designated dinner time of a minimum of **thirty (30)** minutes shall be scheduled for professional educators. Professional educators shall be released from duty **half (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. Professional educators who are not required to conference with parents will fulfill duties consistent with their normal job duties for the full day.
- e. With the exception of new teacher orientation and new teacher professional development days, all other work beyond the work year shall be voluntary.

Section C - Late Start/Early Release

1. 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. 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.
2. 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. The District will make weather decisions as early as possible. 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 a situation which requires the closing of one (**1**) 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. 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.

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. **On days that teachers are out of the building with their students on field trips or other off site experiences, a duty free lunch will not be provided.**
3. Flexible work schedules may be developed to meet the needs of the District and professional educator, when the schedule has been initiated by either party and mutually agreed to by both parties.
4. Request 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.

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. **On days that**

teachers are out of the building with their students on field trips or other off site experiences, preparation time will not be provided.

2. Planning Time at Secondary Level

- a. Middle School - At the middle school level, professional educators shall have no less than **two hundred twenty-five (225)** minutes within the regular student scheduled day, per regular five (5) day week. Educators shall have one **(1)** regular period (a continuous block of at least **forty-five (45)** minutes) per day during a regular student day for planning. Each middle level science, language arts and math classroom teacher will be allowed one **(1)** 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 **half -5 day (½)** (3.75 hours) at a time.
- b. High School - At the high school level, professional educators shall have no less than **two hundred ninety (290)** minutes within the regular student scheduled day, per regular five (5) day week, which shall guarantee a minimum of **forty-five (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 the **two hundred eighty-five (285)** minutes per week free of other duties or responsibilities for utilization as planning time. Of the mandated **two hundred eighty-five (285)** minutes of planning time, each elementary professional educator shall be provided **one hundred fifty (150)** minutes per week in blocks of **thirty (30)** minutes, 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 **sixty (60)**-minute blocks or other schedules.
- b. The elementary schools should be scheduled to provide that the professional educator workday extend one **(1)** hour before or after the student instructional day. Of the hour, **forty-five (45)** minutes is guaranteed as planning time for professional educators. Professional educators shall have a minimum of two **(2)** times a week, and an average of three **(3)** 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 **ten (10)**-minute break.
- d. Each K-5 elementary classroom teacher responsible for subject areas that are assessed by ODE will be allowed two **(2)** 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 half (½) 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 their planning time schedule and feels that an effort has not been made to follow these guidelines, they 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

If, at the principal's request, a professional educator substitutes during their planning period for another professional educator, they shall be granted early departure from their place of work a time equal to the planning period on a day of their choice, or receive the curriculum hourly rate of pay for each occurrence.

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 thirty (30) continuous minutes per 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 their **direct supervisor** ~~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 **(30)** minute continuous lunch.
2. 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 for the duration of the meeting, with a minimum of one **(1)**-hour of pay.
3. The District may at its discretion offer, and any part-time professional educator may agree to increase their 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 they have 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, or room, is initiated by the District, reasonable time up to three (3) days of pay at the curriculum rate or substitute time shall be provided.
 - b. The District shall transport the professional educator’s books and materials.

Section B - Transfers

1. A “transfer” shall mean a change from a professional educator’s current assignment to a different assignment.
2. An “involuntary transfer” is one **(1)** in which a professional educator is transferred at the initiation of the District.
3. In the event that an involuntary transfer is proposed, the affected professional educator shall be promptly notified, in writing of the reasons for the transfer. Upon request from the professional educator, the involuntary transfer shall be reviewed in a conference between the professional educator and the Superintendent or designee. Professional educators being involuntarily transferred shall be informed of known vacancies at the time the transfer decision is being made. Professional educators shall be able to indicate their preference of assignment.
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.
5. No professional educator shall be involuntarily transferred to another building more than twice in five (5) years with the exception being involuntary transfers during a reduction in force.

6. By ~~April 1st~~ ~~March 15th~~, the District shall send a communication soliciting voluntary transfer requests. Requests shall be reviewed before involuntary transfers are made.
7. A “voluntary transfer” is one in which a professional educator applies for and is selected to fill a vacant position.
8. Professional educators may file an application for transfer by completing an online internal candidate application for any posted open position. Current professional educators will be given an interview for any position for which they are properly licensed **if they on not currently on directed goals or a formal plan of assistance.** Interviews with internal and external candidates may be conducted congruently.

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 website a list of current vacancies. If known at the time of posting, the vacancy listing shall show proposed grade level, subject and building location.

Section D - Job Sharing - Elementary Level

1. **Job sharing opportunities will be available on a case-by-case basis at the elementary school level. Staff who are interested in a job-sharing opportunity should contact their building principal to inquire about opportunities to job-share. Building principals will contact the HR Director to let them know a staff member is interested in a job-sharing opportunity. The HR Director will gather a list of staff who indicate an interest in job sharing and if two staff members agree to share a position it will be within the parameters of the established job share agreement. All job shares are for one year at a time and must approved by the District each year in order to continue as a job share.**

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. At the time of layoff, the District will provide information related to EAP services, unemployment resources and other resources that may be of assistance to the educator.
3. The District will make available to the Association lists of professional educators including seniority and endorsements/licensure, recall lists, and lists of vacancies.

Section B - Criteria

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

1. A determination of whether the professional educators to be retained hold the proper licensure to fill the remaining position(s).
2. A determination of the seniority of the professional educators to be retained. Seniority shall be defined as the professional educator's total length of continuous service in the District as a licensed professional educator. Seniority will be computed and accrue from the professional educator's most recent first day of actual service in a bargaining unit position, and shall continue to accrue during authorized leaves. In case two **(2)** 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 **(6)** 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. **"Cultural or linguistic expertise" per ORS 342.934 the District will**

consider the cultural or linguistic expertise of staff in the layoff process.

- c. 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.
- d. 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 they 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 **twenty-seven (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 **personal email** 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 **email** address given by the professional educator to the District Office. The professional educator will have fifteen (15) calendar days from the **date of the email 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 their 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 their 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:

- Exceeded its jurisdiction;
 - Failed to follow the procedure applicable to the matter before it;
 - Made a finding or order not supported by substantial evidence in the whole record;
- Or
- 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, for the illness or injury of a sibling 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 **seventy-five (75)** days of unused accumulated sick leave from other Oregon districts.
6. All professional educators shall be notified in writing on their monthly payroll statement of their use and accumulation of sick leave. Professional educators will be provided a comprehensive end of year statement on use and accumulation of leave.
7. The District agrees that it will report unused accumulated sick leave to PERS as required by law.
8. The District may require verification of illness or injury that prevents a professional educator from working after five (5) consecutive days of absence.
9. Where there is a pattern of use or suspicion of misuse, the District may require medical verification, but will reimburse the professional educator's payment, if any, for the required visit.
10. Accumulated sick leave may be used to make up the difference between the professional educator's regular net, take-home salary and the benefit received under the Oregon Worker's Compensation Law (ORS 656.005 (8)). A professional educator's sick leave will be charged for only the prorated portion paid by the District.

Section B - Sick Leave Bank

1. The purpose of the Sick Leave Bank shall be to provide additional sick leave to eligible and participating professional educators beyond their accrued personal sick leave for their own or an immediate family member's serious illness or personal injury. For the purpose of access to the sick leave bank immediate family members are defined as the spouse/domestic partner, child **or step-child**, parent **or step-parent, and** ~~or sibling or~~

step-sibling of the employee. In addition, the sick leave bank may be accessed for those minors whom a professional educator is acting in “an in loco parentis” relationship as defined by FMLA/OFLA. 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 **(1)** 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 McEA 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 **four hundred fifty (450)** hours. Should the balance fall below that figure, members will be asked to contribute an additional day, or portion thereof as determined by the committee, to maintain their membership. “Day” is defined for the purposes of this paragraph as seven and a half (7 1/2) hours.
5. If a professional educator who is already a member of the bank does not have sick leave available to donate at the time of the contribution they may remain a member of the bank and the donation will be deducted from their next accrual of sick leave.

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 **and/or** OFLA, including any FMLA **and/or** 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 **eighteen (18)**, or a child **eighteen (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)~~ or sibling 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 **two (2)** weeks of bereavement leave is allowed for the death of a family member as ~~part of the 12-week annual entitlement.~~

Section D - PMFLI

The District will administer Paid Leave Oregon (PFMLI) in accordance with state statutes and district policy.

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 **with the exception of not being used on professional development/in-service days or parent conference days. Flexible personal leave days** ~~and~~ are non-accumulative. At the end of the fiscal year, each professional educator will be paid \$100 for one **(1)** unused day; \$300 for two **(2)** unused days, and \$500 for three **(3)** unused days prorated 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

1. Whenever a licensed professional educator is subpoenaed as a witness or litigant they shall be excused for such appearance and upon being excused from such appearance, they shall immediately return to complete their 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.
2. 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 GH - 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, they shall return to a position in the District as required by law.

Section HI - Bereavement Leave

1. Professional educators will be provided up to **three (3)** days of paid bereavement leave for the death of an immediate family member. Immediate family members include spouse or domestic partner, child **or step-child**, parent or **step-parent**, sibling **or step-sibling**, parent-in-law **or step-parent in law**, or grandparent **or step-grandparent**. **One (1) day of bereavement leave may be used for the death of other family members not noted above.** ~~If additional time is needed a staff member may access 7 additional days of leave using their paid sick leave under state law for a total of ten (10) days of leave for the death of an immediate family member.~~ The leave must be completed within **sixty (60)** days of the notice of death of a ~~n~~ immediate family member.
2. **If additional time is needed a staff member may access 7 additional days of leave using their paid sick leave under state law for a total of ten (10) days of leave for the death of a family member as defined by state statute.** ~~One (1) day of bereavement leave may be used for the death of other family members not noted above. Professional educators may use their personal flex leave to cover the death of a close family friend or colleague. If no flex leave is available, sick or unpaid leave will be granted.~~
3. Exceptions to the above as approved by the Superintendent/Designee.

ARTICLE 10: LEAVES OF ABSENCE WITHOUT PAY

Section A - Short-Term Unpaid Leaves

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

Section B - Extended Leaves of Absence

1. Upon request, a professional educator may be granted an extended leave of absence for up to one (1) year. **A leave of absence may not be taken to engage in other employment outside of the limited circumstances listed in Sections C-E below.**
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 their intention to return to work by April 1st, prior to the expiration of the leave.
4. 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 their employment terminated by official Board action.
5. 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.
6. 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.
7. Upon return to the District, the professional educator will be placed in the same or similar position, as was vacated for the leave. The preference of the member for any open position shall be considered by the District. Such placement of the professional educator in said position, however, shall be subject to the layoff and recall provisions of this Agreement.

8. 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.
9. Upon return to the District, all benefits to which the professional educator was entitled at the time their 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

1. 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 their professional responsibilities. If the leave is granted, it shall be granted for the length of the request.
2. Requests must be made by April 1st 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 their professional responsibilities.

Section E - Unpaid Military Leave

After paid military leave is exhausted in accordance with Article 9, Section G - Military Leave, unpaid military leaves shall be granted 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. Upon return from leave, the preference of the member for any open position shall be considered by the District.

Section G - Family and Medical Leave

1. The District will comply with the Federal and State laws relating to Family and Medical

Leave.

2. Upon request, a professional educator who has exhausted their 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)

1. 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:
 - a. For unpaid leaves of absence of **ten (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 their normal contribution, if applicable.
 - b. For unpaid leaves of absence of **eleven (11)** consecutive work days or more, the total cost of professional educator benefits for **twelve (12)** months will be divided by **one hundred ninety (190)** for a per diem rate. The professional educator will then contribute 1/190th of the premium for the eleventh (**11th**) day and each consecutive day after until the completion of the leave.
 - c. 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

1. 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. ~~Once a signed contract is in place, salary increases and extra duty contracts for the 2020-21 school year shall be paid retroactive to the beginning of the contract year. Increases for all other compensation with the exception of longevity as described below, will be applied beginning with the March 2021 payroll period:~~

- The COLA for the ~~2020-21~~ **2024-25** contract year will be ~~3.50~~ **4.0**%.
- The COLA for the ~~2021-22~~ **2025-26** contract year will be ~~2.75~~ **3.0**%.
- **There will be a re-opener for determining the COLA for the 2026-27 and 2027-28 school year's.**
- ~~The COLA for the 2022-23 contract year will be 2.75%.~~
- ~~The COLA for the 2023-24 contract year will be 3.0%.~~

2. Professional educators who work less than full-time will be paid at a pro-rata portion of the full time salary.
3. All other work beyond the work year shall be voluntary.
4. An extended contract is a supplemental contract to a professional educator for professional service of a like nature to that performed during the school year beyond the work year as defined in this Agreement. 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).
5. Summer ~~school~~ **programming** work is paid at the curriculum rate.
6. All work described in 3, 4 and 5 above must be pre-approved by an administrator.

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:

- a. Professional educators shall be given full step credit for licensed work experience (minimum **one hundred thirty-five (135)** days worked within a regular school year) with each year worth one (1) step. Experience shall be cumulative.
 - b. At its sole discretion, the District may award experience credit for non-teaching work experience that is related to the employee's assignment.
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.

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 **one hundred thirty-five (135)** days 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 for which basic skills must be accumulated before taking graduate level courses, such as foreign language classes **or CTE instructor preparation courses. Beginning 7/1/24 courses taken through The Heritage Institute will not count towards salary advancement due to the level of rigor of the courses not being equivalent to masters level work.**
3. 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.

4. Credit earned while employed by the District will be recognized for column advancement for all pre-approved, upper division or graduate level coursework within the teacher's teaching assignment or TSPC endorsement area that is successfully completed with documentation verified and provided to the District by November 15th. If documentation is received after November 15th **in the current contract year**, advancement will occur beginning with the ~~next~~ contract year.

Section D - Longevity

Professional educators who have advanced to the top step of the MA, MA +24 and MA +45 columns as of June 30 shall receive a longevity bonus in the following December. The bonus shall be equal to 1% of the base BA / Step 0 salary for that year. ~~The longevity bonus for the 2020-21 school year has already been paid per the 2017-20 contract language. Changes to the longevity bonus will begin with the 2021-22 contract year.~~

Section E - Pay Date

1. The regular pay date during the school term shall be the last working day of the month. Checks for June and July shall be distributed on the last working day in June. 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 F - Number of Payments

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 G - 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 H - 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 **twelve (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 I - 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 II, 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.

Section J - Curriculum Rate

The curriculum rate shall be .00080 times **the BA Step 1 hourly rate**. ~~\$40,548 or \$32.44 for the 2020-21 contract year. For subsequent years in this agreement it will increase by the COLA amount each year.~~

Section K – Additional Compensation for Special Education

Full time special education teachers, school psychologists and autism specialists will receive an annual stipend of \$2,500 to be paid equally over **twelve (12)** checks. In addition, other special education case managers who manage **ten (10)** or more IEP's for special education students will also receive the stipend. This stipend is intended to compensate for the additional time spent outside contracted hours to complete SPED specific duties (i.e. Special Education paperwork, Special Education IEP meetings, etc.)

Section L - Preparation Buyout

One of the strategies used to meet student needs when licensed positions cannot be filled by hiring a qualified candidate is to have educators teach a class during their contractual preparation period. The following is agreed upon when the need arises for a preparation period buyout.

- 1. All 1.0 FTE positions will be posted, and the District will continue to make attempts to fill the position by hiring a qualified candidate to fulfill the FTE need. If the need is for less than a 1.0 FTE teacher, preparation buyouts may be offered to meet the need.**
- 2. All preparation buyouts will be voluntary only. Educators who volunteer to teach during their preparation period will be paid for their missed hours of preparation and at their regular rate of pay for the missed preparation time.**
- 3. Preparation buyouts will be set for a pre-determined amount of time (semester, quarter or to cover a leave of absence) and must be approved by building administration. Once agreed upon by the teacher and the administration, the**

buyout will continue for the pre-determined time period unless the District can fill the position by hiring a qualified candidate to fill the position.

ARTICLE 12: EXTRA DUTY PAY

Section A – Extra-Comp Schedules

1. 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.”
2. **The District and Association agree to engage in a full compensation study of the extra duty positions and pay scale during the 2024-25 school year. The committee will make recommendations to the Superintendent for updates to the salary schedule for extra duty or changes in positions by 1/1/25.**
3. Based on the needs of the District, nothing in this Agreement shall constrain the District in making necessary program changes and other adjustments.

Section B – Extra Duty Positions

1. The District shall inform the Association of any proposed modifications to existing extra-duty positions. The District shall provide a job description for new or approved position changes for extra compensatory payment.
2. 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 for the number of months in which they performed the duties of the position.
3. After letters of intent have been signed, all remaining position vacancies shall be posted on the District employment website 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 **building Principal administrator** will determine who is eligible for an extended season stipend. Coaches or advisors of an activity that goes into an extended OSAA season, with administrative approval, will receive an additional **three percent (3%)** of their stipend for each **week round** of that extended season.

Section E – Assignment of Extra Duty Positions

1. The option of whether to fill any extra duty position rests solely with the District.
2. Unless co-curricular in nature, extra duty assignments are voluntary.

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:
 - ~~2020-21 - \$1539~~**2024-25 - \$1796** which is an increase of 0% over the ~~2019-20 contribution.~~
 - ~~2021-22 - \$1613~~**2025-26 - \$1868** which is an increase of 5% over the ~~2020-21 contribution.~~
 - **There will be a re-opener for the District's insurance contribution in the 2026-27 and 2027-28 school years.**
 - ~~2022-23 - \$1661~~ which is an increase of 3% over the ~~2021-22 contribution.~~
 - ~~2023-24 - \$1727~~ which is an increase of 4% over the ~~2022-23 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 OEBC 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 fifty percent (50%) of the difference between the total premium and the District contribution in a Health Reimbursement Arrangement (HRA) through a Voluntary Employees' Beneficiary Association (VEBA) **or in a Health Savings Account (HSA) as chosen by the employee.** 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.
6. 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 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.
7. 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% of any unused contributions contributed into a HRA VEBA **or HSA** plan according to 4 above. Professional educators may also opt out of all coverage (subject to OEGB rules), and have 50% of the District's contribution contributed to a HRA VEBA **or HSA** 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.
8. 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 **or HSA** plan.

Section B - Insurance Committee

1. The District and the Association agree to convene an insurance committee, at the request of either party, composed of three (3) persons appointed by the Association and three (3) persons appointed by the District.
2. Members shall be insured through the Oregon Educators Benefit Board (OEBB) plans unless required by law or unless both the District and the Association agree in writing otherwise.

Section C - Rate Structure

1. The District's contribution for medical insurance for all of the members of the bargaining unit shall be based on the OEBB composite rate. The District's contribution for dental and vision plans for all members of the bargaining unit shall be based on the OEBB tiered rate.
2. 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 OEBB 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 **twelve (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 OEBB 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.
2. 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.
3. 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

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 in accordance with District policy DLC-AR. 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 **(2)** 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

1. Requests from employees who wish to retire prior to the completion of their contract and remain in their current position will be considered based on District need and supervisor input. All requests for mid-year retirements and employment continuations must be submitted in writing to the Director of Human Resources no later than sixty (60) calendar days prior to the effective date of retirement. The District will consider submission of less than sixty (60) calendar days on a case by case basis.
2. Professional educators who intend to retire from the District and seek to be rehired 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 rehire are submitted to the District. Professional educators may withdraw their letter of intent and application within ten (10) days of said notification. If approved, the retiree will receive the same rate of pay as prior to retirement and will be placed on a temporary contract, not to exceed the completion of the current contract year.
3. Retirees who are re-hired will return to temporary status for the remainder of the contract year in which they retire. Since retirement equals a break in service, rehired retirees will once again begin accruing seniority like a new hire, beginning with the first day of actual service after the official retirement date with PERS. Accumulated sick leave is calculated into the final PERS retirement benefit so retirees who are reemployed will begin accruing new leave days consistent with any other new employee.
4. In subsequent school years, retirees may apply and will be considered for posted openings in the same manner as any other candidate. Any full-time contract offered for a subsequent school year will be a post-retiree temporary annual contract and will not extend into a subsequent school year. The maximum number of times a post-retiree can be hired on a temporary post-retiree annual contract is three (3) times. Pay will be based on years of relevant experience and education/training related to the applicable job description. The District will not track retiree years or work hours. The retiree is responsible for determining the impact of working on their PERS benefits.
5. Post retiree educators will be covered by all aspects of the collective bargaining agreement with the exception of PERS contributions unless required by law.
6. Professional educators who retire from the District and are rehired for a subsequent school year shall receive insurance benefits as per Article 13 - Insurance.
7. Professional educators who retire from the District, and who are subsequently rehired 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.
8. 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 rehire.

9. 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 (**1**) 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.

10. Professional educators who retire from the District, and who are subsequently rehired 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

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.

Section B - Class Size / Workload

1. In the event a professional educator perceives a classroom assignment contains an inequitable number of students or special-needs students, that professional educator may submit a written request to the principal to review student placement in that classroom within ten (10) teacher contract days. If the professional educator is not satisfied with the principal's solution, the professional educator may submit a written request and shall be granted a review by the Superintendent.
2. In the event a professional educator in a non-classroom assignment perceives an inequitable distribution of workload, that professional educator may submit a written request and the immediate supervisor will review the workload distribution within ten (10) teacher contract days. If the professional educator is not satisfied with the immediate supervisor's solution, the professional educator may submit a written request and be granted 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 ten (10) days in advance of the new duties being 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.
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 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 for four (4) graduate credit hours per professional educator, per year for graduate classes taken through an accredited school of higher education and related to the professional educator's current grade and approved program for professional growth not to exceed the Portland State University Fall term graduate credit rate. **Courses taken through The Heritage Institute will not be approved due to the level of rigor of the courses not being equivalent to masters level work.**
3. Special approval may be given by the District 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. Coursework for reimbursement must be approved in advance by the Superintendent or designee before the educator begins coursework. Unused hours shall accumulate up to six graduate hours.
4. In lieu of college credit reimbursement the District shall grant reimbursement equal to the dollar amount, but not to exceed, four (4) Fall term Portland State University graduate credit hours per professional educator for successful completion of National Board Certification components.
5. 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~~ **submissions** 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.
6. Licensed certified specialists (ie: SLP's, Nurses etc) 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).

Section B - In-service Education Programs

The Association may submit suggestions for in-service programs to the Superintendent or their designated representative not less than sixty (60) days prior to the scheduled in-service program.

Section C - 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 D - 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. 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: BEHAVIOR SUPPORT SYSTEMS AND INSTRUCTION

Section A - Behavioral Supports and Student Discipline

1. Every building will have a behavior support/discipline plan that includes the following:
 - a. a unified set of school rules, a matrix of school-wide positive expectations,
 - b. a continuum for encouraging expected behavior and discouraging problem behavior,
 - c. a continuum of evidence-based interventions to support student needs,
 - d. the communication protocols between teachers and administrators regarding challenging student behaviors, and
 - e. how a professional educator can initiate bringing together ~~key stakeholders~~ **the building support teams**, including the building principal or designee, to develop a plan for students needing more intensive, individualized support to improve challenging behaviors and academic outcomes.
2. In addition, the plan will include protocols for how a professional educator can receive immediate assistance with a student exhibiting challenging and/or unsafe behaviors. **(combine #2 and #3 and then re-number)**
3. ~~Furthermore,~~ office discipline referral guidelines will be included in the building behavior support/discipline plan. The building principal or designee will process major office referrals within a reasonable time frame, generally within **forty-eight (48)** hours. Once the building principal or designee has processed the referral, the referring educator will be notified of the action taken.
4. This behavior support/discipline plan will be included in the staff handbook. At least annually, each building's behavior support team will assess the extent to which the plan is meeting the needs of students, families, and school personnel and make changes as needed.
5. Professional educators, support staff and administration will cooperate to implement individual student support plans as developed by ~~key stakeholders~~ **the building support teams**. Professional educators, support staff and administration will accurately take data, review individual student support plans, and convene key stakeholders to revise as needed.
6. 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. If the student is transferring into McMinnville from out of district, MSD will make a formal records request to the former District as well as attempt to obtain information via phone that may be pertinent to student placement before determining an appropriate final placement. **Per Division OAR 581-021-0255 student enrollment cannot be delayed**

if records or information are not received. Any information obtained will be shared with the assigned classroom teacher and case manager if one is assigned.

7. 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.
8. 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 **supervisor of the principal or designee**. The decision of a building principal may be appealed by the involved professional educator(s) to the Superintendent **or designee** for final resolution. Prior to rendering a decision, the Superintendent **or designee** will arrange for a conference with the professional educator(s), the principal or designee, and other appropriate school professionals.

Section B - Response to Disruptions in the Educational Environment:

1. When a student displays behavior that significantly disrupts the educational environment that does not diminish with intervention strategies applied, or a student elopes from the classroom, the professional educator will seek immediate assistance as designated in the building behavior support/discipline plan or the individual student behavior support plan.
2. If assistance does not deter significant disruption to the environment, the designated school personnel, in conjunction with the professional educator, will look to remove the student from the classroom via escort to a location where the student can get support to regulate themselves and gain self-control.
3. If the student refuses to leave the classroom environment, AND continues to significantly disrupt the educational environment or behaviors are observed to be harmful to others, the designated school personnel and professional educator will make a determination to exit the other student population from the classroom to an identified location, until it is deemed safe to return to the classroom.
4. When a disruptive student is removed from the educational environment and does not return the same day or a room clear takes place, professional educators will provide ~~an~~ **written** explanation to the building principal or designee of what happened **using the district process to make the report**. The explanation will include the intervention strategies attempted prior to the escalation of the student and the student's response or lack of response to the intervention.
5. Prior to the student being re-admitted to class, the professional educator will be informed about the ~~resolution of the problem~~ **actions taken** either orally or via email/note from the building principal or designee.

Section C - Response to Physical or Threatening Student Behavior

1. When a student's behavior is an imminent threat to the safety of students or staff and/or demonstrates behavior that is seriously disrupting the learning environment by engaging in physical aggression and/or threatening behavior toward a professional educator or other students, the professional educator shall have the student escorted to a location designated in the student's individual support plan or the building's designated location pursuant to the protocols as described by the building behavior support/discipline plan.
2. Before being readmitted to class, the student shall have clearly identified behavior expectations, which shall be communicated to the professional educator. If the professional educator deems necessary, a dialogue will be held between the professional educator and administration before the student is returned to class. As soon as possible, but typically by the end of the school day, a professional educator referring a student for disciplinary reasons shall submit a referral.
3. Student behavior perceived as threatening towards staff or students should be reported by the involved professional educator(s) to the building principal or designee. After review of the perceived threat by the building behavior support team, it may be determined that a Level 1 Threat Assessment should be completed.
4. When a behavior issue arises and the professional educator seeks additional support for a student, the professional educator will document the concern and provide data on the current and prior interventions to the building team.
 - a. Building behavior teams will meet and discuss the prior interventions and supports for the student that have been applied.
 - b. The teacher will ~~attend~~ **participate in the team** meeting to address their concern(s).
 - c. The team will make a decision how to best address the needs of the student and staff member moving forward.
5. If after this **building level** process has been completed the teacher believes that their concern is not being adequately addressed at the building level, the teacher can request that the concern be reviewed by the **District Administrator who oversees the District Behavior Panel**. ~~Student Services Department.~~

Section D - District Behavior Panel

A committee consisting of three (3) members, one **(1)** from each level appointed by the Association and other District appointed representatives will meet quarterly to review

Association concerns related to District and building behavior guidelines and implementation and not be specific to an individual student or situation. The District may invite resource specialists to attend the meetings as needed to assist in the review of concerns. Concerns brought to the committee must have been previously addressed at the building level before the committee will address them.

- ~~1. The professional educator will address concerns at the building level on issues of safety before addressing the issue with the Student Services department behavior panel.~~
- ~~2. When a behavior issue arises and the professional educator seeks additional support for a student, the professional educator will document the concern and provide data on the current and prior interventions to the building team:
 - ~~a. Building behavior teams will meet and discuss the prior interventions and supports for the student that have been applied.~~
 - ~~b. The teacher will attend the meeting to address their concern(s).~~
 - ~~c. The team will make a decision how to best address the needs of the student and staff member moving forward.~~~~
3. If after ~~this~~ **the building level** process has been completed the teacher believes that their concern is not being adequately addressed at the building level, the teacher can request that the concern be reviewed by the District Behavior Panel.
 - a. ~~A~~ **The** panel will ~~be convened that will~~ review the concern and collect any information from the educator and building required to address the concern.
 - b. The panel will respond to the educator's concern within **ten (10)** professional educator working days **of the meeting where the concern is reviewed**.
 - c. If additional support, guidance and/or training is needed, a plan will be developed to outline this process for the educator and school building.

Section E - Training and Equipment

1. Professional educators who are assigned students who are recognized as physically aggressive and/or combative shall have access to appropriate District approved training and will be provided with protective equipment upon request, as mutually agreed to by the professional educator and administrator.

2. Educational Opportunities - If patterns of behavior constitute concerns regarding a student attending a field trip/other educational opportunity or the student is currently supported through a behavior or social emotional support plan, the professional educator in collaboration with the building principal or designee and key stakeholders will review and identify supports to be put in place in order for the student to participate in the educational experience.
- ~~3. A committee consisting of three (3) members, one (1) from each level appointed by the Association and other District appointed representatives will meet quarterly to review Association concerns related to District and building behavior guidelines and implementation and not be specific to an individual student or situation. The District may invite resource specialists to attend the meetings as needed to assist in the review of concerns. Concerns brought to the committee must have been previously addressed at the building level before the committee will address them.~~

Section F - Assessment of Students

1. 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.
2. **If an appeal is filed, a licensed staff member will be required to demonstrate substantiation of a student grade or a student progress report to their administrator. If, in the determination of the administrator, such reasonable substantiation is not provided, the administrator may request that grade or student progress report be changed. If an agreement on a grade change or student progress report cannot be reached or the licensed staff member is not available for consultation, the administrator may alter the grade or student progress report, but the administrator shall notify the licensed staff member of the change in writing and explain why the original grade or student progress report was not able to be reasonably substantiated.**
- ~~3. Appeals shall be heard by a review panel. The panel shall consist of three (3) members:
 - a. 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.~~

~~b. The panel may change the grade, establish additional requirements or deny the appeal.~~

~~e. The panel's decision shall be final and binding and communicated to the professional educator by the principal.~~

d. If the professional educator has left the District or otherwise is unavailable, the Association shall appoint the professional educator's representative.

Section G – Instructional Materials Adoption

1. New instructional materials adoptions will follow the schedule and guidelines established by OAR 581.011.0071. All adoptions will be reviewed by a committee that contains professional educators, administrators and one representative per level as applicable to the area of adoption appointed by McEA.
2. When new instructional materials are adopted by the Board, the District will provide professional development time to educators prior to requiring educators to teach using the new materials.

ARTICLE 19: DUES DEDUCTIONS

Section A - Dues Deduction Authorization

1. Two **(2)** weeks prior to the first dues deduction of the school year, and then two **(2)** 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.
2. The Association shall provide a list identifying the professional educators who have signed such authorizations and the authorization amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the labor organization. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification from the Association.

Section B - Deductions

1. Membership dues will be deducted in **eleven (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 - 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 November 5, February 5, May 5 and August 5 of each year, the District shall provide to the OEA in an editable digital file format (agreed to by the association) the following information if available in district records for each employee in the bargaining unit (both active members and non-members) that includes name, first date of service, DOB, FTE, classification or title, worksite, position on the salary schedule, all known phone numbers, work and home email addresses, and residential address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within **ten (10)** calendar days of hire to OEA.

3. The District shall notify OEA via the monthly electronic report whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

Section D - Indemnification

1. 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:
 - a. Giving the Association notice, in writing, no later than two **(2)** weeks after receiving any claim;
 - b. and fully cooperating with the Association and its designated counsel in the defense of the claim.
2. 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.
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. If requested by the grievant, the representative will be a McEA/OEA agent chosen by the grievant. If requested by the grievant, the Superintendent or designee will consider at grievance Level 2 and above a request to have an additional support person in attendance.
4. 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**Fifteen (15)** days from incident or first knowledge of incident
 Formal Written Grievance **Five (5)** days after informal process

Principal/Supervisor Conference.....	Five (5) days after receiving written grievance
Written Decision	Five (5) days after conference
Appeal to Superintendent or Designee	Five (5) days after written decision
Superintendent or Designee Conference	Five (5) days after appeal
Written Decision of Superintendent or Designee	Five (5) days after conference
Appeal to School Board	Five (5) days after Superintendent decision
Board Hearing Next Regular Board Meeting (if requested within seven (7) days of the meeting)	
Written Decision of Board	Fourteen (14) days after Board hearing
Appeal to Binding Arbitration.....	Twenty (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 **(2)** 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 their 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

When the grievance moves to the formal level, the administrator shall notify the professional educator of their right to bring an Association representative to any meeting involved in the formal grievance process. With mutual agreement, up to **two (2)** Association representatives may attend meetings in the formal process.

1. Step 1:

- a. 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 their 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:
 - Name and position of the association member who is impacted.
 - A detailed statement of the facts to substantiate the grievance, relevant dates and the persons involved.
 - A statement identifying the contract provision allegedly violated.
 - The corrective action requested.
 - The signature of the grievant.
- b. 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.
- c. The grievant may be accompanied by an Association representative of their choice, who may be the spokesperson, and who may present their case. Either party may call witnesses who may give testimony directly bearing on the grievance. Notice of witnesses will be provided a minimum of **twenty-four (24)** hours prior to the meeting.

2. Step 2:

- a. 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.
- b. 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, their representative and the building principal or immediate supervisor of the time and place.

- c. The grievant may be accompanied by up to **two (2)** Association representatives of their choice who may be the spokesperson and who may present their case. Either party may call witnesses, with **twenty-four (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 up to **two (2)** Association representatives attend and state the position of the Association at the Step 2 and Step 3 hearings.
- d. Within five (5) working days after the conference the Superintendent shall render a written decision and the reasons thereof, sending copies to the grievant, their representative, and their principal or immediate supervisor.

3. Step 3: School Board

- a. The grievant may appeal to the School Board the decision rendered by the Superintendent in the same manner as set forth in Step 2a.
- b. 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.
- c. 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.
- d. The Board shall render a written decision and the reasons therefore within fourteen (14) working days.

4. Step 4: Arbitration

- a. 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 **(14)** days after the Board hearing), the grievant may submit the grievance in writing to the Association:
 - i. Within five (5) days after the decision at Step Three,
 - ii. Within twenty (20) days after receiving the written grievance, the Association may submit the grievance to arbitration.
- b. 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".)

- c. 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 **ten (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.
- d. 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 their 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.
- e. 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.
- f. 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 themselves, or with an Association representative of their 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 (2) 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 (2) year evaluation cycle their evaluation will follow the MSD licensed evaluation procedures.~~
3. Volunteerism shall not be a factor in evaluation.

Section B – Professional Educator Evaluation ~~System Handbook~~

Changes in the Professional Educator Evaluation ~~System Handbook~~ shall be made only after collaboration between school administrators appointed by the District and professional educators appointed by the Association. ~~In the 2021-2022 school year, the Evaluation Committee shall meet monthly to revise the 2014 version of the Handbook. The committee will address: focus goals, educator supports, the evaluation matrix, and any other issues the committee adds to their agenda.~~ Final approval as to any changes to the professional educator evaluation system handbook shall be retained by the Board.

Section C - Plan of Assistance

1. 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 Association representative, 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. 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 **(1)** Plan of Assistance.
3. Timelines will vary in length, dependent upon the type and kind of deficiency diagnosed.
4. Normally, no Plan of Assistance will extend more than twelve (12) months without revision.
5. Every Plan of Assistance shall involve a review conference at least every four (4) months excluding summer.
6. Should a deficiency be noted which is related more to discipline than to classroom performance, the District may initiate progressive disciplinary measures rather than a Plan of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in Article 3.

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

Section A - Severance Benefit

1. For members who retire from PERS on or after July 1, 2020 the District shall provide a one-time severance benefit equal to \$100 dollars per the number of 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. **nine (9)** years equals \$90 per unused sick leave day. One **(1)** 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.
2. Those new hires who are PERS retirees from another Oregon school district and transfer sick leave in from the former district will only be eligible for the supplemental retirement benefit for the number of sick leave days they earned from the McMinnville School District.

ARTICLE TBD - Complaint Procedures

Section B - Definition of a Complaint Procedures

4. 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 or in writing. A complaint may be submitted by a parent, a student, another employee, or other person. **All complaints will be processed per the procedures set forth in Board Policy KL and KL- A/R.**
5. 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), TSPC, ODE, 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.
6. 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~~ **as a formal complaint** unless the complaint is reduced to writing by either the complainant or the administrator processing the complaint. Once reduced to writing, complaints shall be processed in the following circumstances:
 - a. If the ~~District~~ **Principal/Supervisor** intends to make a record of the complaint in the professional educator's evaluation report; or,
 - b. If the ~~District~~ **Principal/Supervisor** 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~~ **Principal/Supervisor's** judgment, the complaint is sufficiently relevant to the professional educator's performance as to require a conference.

4. Complaint Conference

If the immediate supervisor deems the complaint of importance, the name of the complainant and issues shall be informally discussed with the licensed employee within ten (10) school days at a time when the licensed employee and immediate supervisor are both in attendance. If, following such discussion, the supervisor believes the issue is unresolved and no written complaint has been filed by the complainant, the immediate supervisor shall put the complaint in writing. If a written complaint has been made by the complainant, the licensed employee shall receive a copy of the complaint. The complaint will be processed in accordance with Board Policy KL.

5. - Limitations

Any complaint which the administration chooses not to discuss with the licensed staff member or which is not discussed within the required timelines in Board Policy KL shall not be considered in the licensed staff member's evaluation and shall not be used against the licensed staff member in any subsequent action by the District.

6. - Personnel File

The licensed staff member shall have the right to attach a written statement to any written documents placed in the personnel file.

7. - Non-Retaliation

A licensed staff member shall not retaliate in any way against a student, parent, or staff member who may be directly or indirectly involved in the communication of a complaint.

Section C - Complaint Procedure

2. ~~Level 1 - Informal 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 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.~~
- ~~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.~~

~~3. Level 2 - Formal Complaint Investigation~~

- ~~e. If informal resolution of a complaint has failed, the professional educator's immediate supervisor shall initiate an investigation of the complaint within five (5) professional educator working days of the conclusion of the informal level.~~
- ~~f. The immediate supervisor shall notify the professional educator about any formal level complaint and provide a copy of the written complaint at least 24 hours before any formal level meeting with the professional educator.~~
- ~~g. At the formal level complaint meeting, the professional educator shall have the opportunity to ask questions and present their response to the allegations presented in the complaint.~~
- ~~h. Within ten (10) days of formal complaint meeting the administrator will either meet with the educator to share the disposition of the complaint or provide an explanation to the educator or association representative, if applicable, for why additional time is needed to resolve the complaint. Extensions of the timeline will be by mutual agreement except when there are legal or other extenuating circumstances that prevent the completion of the investigation within the original timelines. The administrator shall complete a written report and review the written report with the professional educator at the complaint resolution meeting.
 - ~~1) The professional educator shall sign the written report to indicate that they have 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 complaint documentation.~~
 - ~~3) The written report shall be placed in the professional educator's working and/or personnel file.~~~~

~~Section D - Disposition of the Complaint~~

- ~~6. 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 personnel file but may be retained in the complaint investigation file.~~
- ~~7. If the administrator determines after an investigation that the complaint has no validity, the complaint investigation files, if retained, will be stored in the Human Resources Department and will only be accessible by the Superintendent or designee for the purpose of defending the District against legal action and preserving complaints for the~~

~~purpose of documenting that an investigation was conducted.~~

~~8. 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:~~

- ~~a. Name of the professional educator against whom the complaint is made~~
- ~~b. The date and nature of the complaint made~~
- ~~c. The name of the complainant(s)~~
- ~~d. The administrative investigative report~~
- ~~e. The disposition of the complaint~~

~~9. 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.~~

~~10. 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 personnel file.~~

Section E - 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 statements will be furnished to the professional educator within ten (10) days of the Superintendent's conference.~~

Section F8: - Mediation of Complaints

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

Section G9 - Right to Representation at Meetings Concerning a Complaint

The professional educator(s) shall have a right to representation at any meeting in the formal level of ~~the~~ process. At the time the professional educator makes their request for representation, the questioning of that professional educator shall stop until an appropriate representative is present; the meeting will be rescheduled to occur within the next **forty-eight**

(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.