

MCEA & MCSD - Tentative Agreement
June 2, 2010
One year agreement
Steps, columns, longevity

DRAFT

ARTICLE 2 NONDISCRIMINATION

~~The Association and the District agree that they shall not illegally discriminate against any employee covered by this Agreement because of age, race, religion, sex, disability, national origin, marital status or membership or non-membership in the Association.~~

The Association and the District agree that they shall not discriminate against any employee covered by this agreement because of race, color, religion, national origin, gender, age, sexual orientation, marital status, disability, genetics or membership or non-membership in the Association.

ARTICLE 9 PERSONAL LIFE

The personal life of an employee is not the appropriate concern of the Board unless it can be shown to be impairing the effectiveness of the employee in his or her work assignments. Employees do recognize that an Oregon licensed teacher must meet the standards of Teacher Standards & Practices Commission and OAR 584-20-0000-0035 - the Competent and Ethical Educator.

ARTICLE 12

EMPLOYEE HOURS AND CONDITIONS

A. Employee Hours

Regular building hours for teachers shall be eight and one half ($8\frac{1}{2}$) hours for the four (4) day student week and seven and one half ($7\frac{1}{2}$) hours for the five (5) day student week. On the last student day of the week and the day preceding a school vacation period, teachers may leave one-quarter hour after dismissal of students. Teachers shall request permission from their administrator when deviation from these hours is necessary. Modification to the workday for PLCs or similar workgroups may be made at the building level by a two-thirds ($2/3$) majority vote of teachers.

ARTICLE 15

SCHOOL CALENDAR AND SCHOOL WORKYEAR

F. It is understood that teacher presence is highly valued at student/parent activities. Teachers' participation in their building's student/parent events is strongly encouraged.

ARTICLE 21

INSURANCE

B. The District's contribution towards the total cost of premiums for insurance coverage as provided in this contract shall be:

1. From October 1, ~~2009~~ 2010 to September 30, ~~2010~~ 2011, the District's obligation toward the premium cost shall not exceed \$982 per employee per month.
- C. Insurance benefits, as provided, shall be effective for the entire term of the Agreement. In the event that no new Agreement has been realized by June 30, ~~2010~~ 2011, the parties stipulate that the benefits provided and the Board's contribution towards the costs of premiums for benefits shall remain in effect at the "status quo" until such time as a successor Agreement is ratified.
- F. Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, may receive 50% (\$491) of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) VEBA, as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Of the remaining \$491, eighty percent (80%) or \$393 will go into an insurance pool and will be divided among the remaining active employees enrolled in OEGB plans. Opt-out decisions must be made at annual enrollment and the "pool" will be based upon opt-outs at annual enrollment.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District sponsored group insurance coverage.

ARTICLE 26

PROFESSIONAL & EDUCATIONAL DEVELOPMENT

Tuition Reimbursement....

In addition to the coursework restrictions provided above, the following requirements must be satisfied by the employee before reimbursement will occur:

- 1) The teacher must submit an itemized receipt for the amount of tuition paid.
- 2) The employee must submit a transcript or grade slip indicating a "pass" grade or better. No online grades will be accepted. The transcript may be unofficial.
- 3) The employee must continue to work for the District for the semester following completion of the reimbursed class(es). Layoff situations are exempted from this provision. Staff on leave must return to work before any payment is made.
- 4) The employee may submit for tuition reimbursement prior to receiving a transcript, but must do this on or before May 15th.

TERM OF AGREEMENT

This Agreement shall be effective upon the date of ratification, and shall be binding upon the District, the Association, and their members, and shall expire June 30, ~~2010~~ 2011.