



Agreement between the
Molalla River Education Association
and the
Molalla River School District

July 1, 2022 to June 30, 2025

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PREAMBLE

This Agreement is entered into between the Molalla River School District (hereinafter referred to as the "District") and the Molalla River Education Association (hereinafter referred to as the "Association"), affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA).

ARTICLE 1

RECOGNITION

- A. This District recognizes the Association as the sole and exclusive representative of the following bargaining unit with respect to "collective bargaining" as defined in ORS 243.650 (4):
1. Included: All regular full, part-time, and temporary licensed teachers, specialists including nurses, school psychologists, speech language pathologists, occupational therapists, and counselors, including the drug and alcohol counselor, employed by the District, hereinafter referred to as "teachers." A temporary teacher is any teacher who is employed for sixty (60) consecutive days or more to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of death, disability, retirement, resignation, or dismissal of a contract or probationary teacher or for a teacher on an approved leave of absence.
 2. Excluded: All administrative, supervisory, confidential and substitute employees.
- B. When new positions are created by the District, the positions shall be designated as licensed, classified, confidential or administrative. Notice of all newly-created positions shall be sent to the Association President. Upon request, the Superintendent shall discuss the basis for the designated classification of the new position(s) with the Association.
- C. There shall be two (2) signed copies of the final Agreement for the purposes of records. One (1) shall be retained by the District and one (1) by the Association.
- D. The District shall email a copy of this Agreement to all members and provide a paper copy of this Agreement upon request for each teacher and ten (10) additional paper copies for the Association at no cost to the Association. The copies shall be delivered within twenty (20) days after both parties have signed the Agreement.

ARTICLE 2

NON-DISCRIMINATION

- A. The Association and District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any teacher covered by this Agreement because of age, race, color, religion, sex, sexual orientation, national origin, gender identity, disability, and parental or marital status or any other classification protected under law or membership or non-membership in the Association.
- B. There will be no reprisals against any individual or group of individuals because of their attempts to enforce this Agreement.

ARTICLE 3

RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to use school facilities, provided that such use will not interfere with scheduled school and community activities. Notification of building use during regular school hours will be made to the building administrator twenty-four (24) hours in advance or as otherwise mutually agreed. Notification of building use after regular school hours shall be made through the school offices by filing the facility use form.
- B. The Association shall have the right to use school equipment, shall pay the actual costs for all materials and supplies used and any repairs required as a result of its use by the Association.
- C. Use of facilities and equipment will terminate once a letter of intent to strike, as required by state statute, has been received by the District.
- D. The Association shall have the right to post notices of activities and matters of Association business on teacher bulletin boards. The District shall provide bulletin board space for exclusive use by the Association in each building's faculty lounge. The Association shall have the use of teacher boxes, District email, and courier services for communication. Association use of the District's e-mail system shall comply with the District's acceptable use policy.
- E. The Association shall have the right to make brief announcements (not more than five (5) minutes) at faculty meetings and/or in faculty bulletins. The District shall grant 15 (and up to 30) minutes at the August New Licensed Staff Orientation to discuss membership in the Association.
- F. Whenever any teacher is requested by the District to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay. An employee may seek assistance in filing an individual grievance or seeking contract clarification during the working day so long as it does not conflict with student contact responsibilities.
- G. The Superintendent shall schedule time during the pre-school year in-service period when representatives of the Association will be available to explain and answer questions regarding the licensed contract and related policies and procedures to both non-members and general membership.
- H. The District shall make available to the Association President an advance agenda, Board minutes and a copy of the Board packet, exclusive of confidential information, at the same time they are sent or given to Board members.
- I. The Association will be granted six (6) days of full pay and five (5) days minus the cost of the substitute of paid Association leave each year. Such leave shall be contingent upon the availability of a qualified substitute. Such leave days may be taken in any order or combination as directed by the Association. The Association shall pay the cost of the substitute if a substitute is actually retained.
- J. Bargaining unit members who are absent due to request by OEA/NEA shall not experience any loss of pay or benefits. OEA/NEA shall pay the daily rate for a substitute if a substitute is actually retained or the full salary of the absent member if the reason for the absence is one for which public funds may not be expended. Such leave shall be contingent upon the availability of a qualified substitute. Requests for such leave days will be made by the Association President at least five (5) workdays in advance.
- K. The District shall notify the Association President that a new teacher has been hired.
- L. When the contract requires or the District desires Association representation on committees, the District will notify the Association President of such need. The Association will select the MREA representatives to such committees and will so notify the District.

ARTICLE 4

DISTRICT RIGHTS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.
- B. Without limiting the generality of the foregoing (paragraph "A"), it is expressly recognized that the Board's operational and managerial responsibility by way of illustration includes, but is not limited to, the following:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory, or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
 - 6. The determination of the size of the working force, the allocation and assignment of work to employees.
 - 7. The determination of the layout and the equipment to be used and the right to control school activities.
 - 8. The right to schedule classes and assign workloads.
 - 9. The right to make assignments for all programs of an extra-curricular nature.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude all functions of the District not specifically set forth, the District retaining all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 5

WORK YEAR/WORKDAY

A. The school calendar set by the District shall include no fewer than one hundred ninety (190) days as follows for returning teachers and one hundred ninety-one (191) days for teachers new to the district. These days shall include:

1. Paid Holidays
Six (6) holidays (Thanksgiving, Christmas, New Year's Day, Veteran's Day, Memorial Day, & Labor Day);
2. Instructional Time as defined by OAR 581-022-1620
Not more than 176 days and
3. Non-student –contact, such as in service/training and work days, including:

| | Trimester | Semester |
|--|-----------|----------|
| Preservice workdays* | 2 | 2 |
| Grading* See Article 6.A.3.d. for further details. | 3 | 4 |
| Workday** See Article 6.A.3.d. for further details. | 3 | 3 |
| In service prior to the start of school for professional development, meetings, etc. | 2 or 3 | 2 or 3 |

*without required meetings ** maximum of one hour of meetings

4. High school students will attend only half days on the last two (2) student days of each trimester/semester: the other half of these days shall be work time for the staff, free of administrative meetings.
5. Presidents' Day, Martin Luther King Day, the state-wide October day, and the day after Thanksgiving shall be non-contract days.
6. The 191st work day for new teachers shall be paid at the curriculum rate for the total number of hours required to work on that day.
7. At least two (2) late starts each month shall be for the purpose of professional learning team collaboration within areas assigned and guided by the site council and school improvement plan. Other late starts may follow the same structure or may include guided professional development.

B. The proposed calendar(s), or subsequent revision of the same, shall be forwarded to the Association President for review and recommendations at least thirty (30) days prior to presentation to the Board, except in cases of emergency.

C. The normal working days for teachers shall consist of seven and three-quarters (7 ³/₄) consecutive hours, thirty (30) minutes of which shall be a continuous duty-free lunch period. At least thirty-five (35) minutes will be allowed between the ending bell for the class period before lunch period and the beginning bell for the class period following the lunch period. In exchange for fifteen (15) minutes of release time each Friday or the day before holidays or vacations, teachers shall stay beyond their regularly-scheduled end of workday for a total of one (1) hour per month, scheduled in administrator-called meetings. Teachers unable to leave early on Friday, due to administrative circumstance, are allowed to come in 15 minutes late, or leave 15 minutes early at some other time with proper communication with their principals.

D. INCLEMENT WEATHER Teacher attendance shall not be required when student attendance is not required because of inclement weather or other emergency circumstances. The District may require teachers to make up any hours missed because of such circumstances after consultation with the Association. Only lost instructional hours shall be rescheduled with students. In-Service or work hours lost shall not be rescheduled. Lost instructional hours may be made up in a variety of ways, as approved by the District. The District will notify teachers of any scheduled make-up hours by April 1, unless there are extenuating circumstances.

E. PREPARATION TIME

1. All high school teachers shall have at least one (1) preparation period within the student contact day, which shall be equal to the length of a regular teaching period. The District agrees to re-open this provision, upon demand from the Association, in the event the District moves from a five-period day to a seven-period day.
2. All middle school teachers shall have at least one (1) preparation period within the student contact day, which shall be equal to the length of a regular teaching period.
3. All elementary teachers and specialists shall have no less than 240 minutes of uninterrupted planning time during the workweek. A minimum of 210 of those minutes shall be scheduled during student contact time.
4. Under normal circumstances, no teacher shall be required to substitute for a colleague during his/her preparation period. Nothing in this article shall prohibit teachers from entering into a mutual agreement to cover classes for each other. Teachers will be given as much notice as possible when they are asked to lose a preparation period. The teacher will retain the right to decline this duty if the teacher deems there is essential work to be done.
5. A high school or middle school teacher may be asked by the administration to give up his/her preparation time to substitute for another teacher. In such a case, the teacher will be reimbursed at the member's contracted hourly rate of pay for the loss of the one (1) assigned preparation period during that day.
6. An elementary teacher, specialist or other bargaining unit member may be asked to substitute for an absent colleague during a time when she/he would not normally have teaching responsibilities. The teacher will be reimbursed at the member's contracted hourly rate of pay per hour, for a maximum of one (1) hour per day, and the substitute pay rate per hour for up to an additional three (3) hours per day for a total maximum of four (4) hours per day of additional pay for any time spent subbing.
7. Teachers on Special Assignment (TOSA's) may offer flexibility as to which period they give up but are limited to receiving this reimbursement for only one period per day.
8. For teachers assigned to more than one (1) work site, preparation time and a thirty (30) minute lunch time shall not be used to travel between buildings.

F. Conferences

1. Parent conferences may be scheduled as part of the regular school calendar.
2. Parent conference schedules shall be set by the building principal after consultation with the staff and building site council. Conferences may be held during and/or after regular work hours. If conferences are scheduled outside of regular work hours for teachers, then the workday/work week hours shall be adjusted so as not to exceed a normal thirty-eight and three quarter (38 3/4) hour work week for individual teachers.
3. Teachers will be paid at their contracted hourly rate for any time spent in conferences outside the established conference schedule due to excessive class loads.
4. No administrative meetings shall be scheduled on parent/teacher conference days.

G. Should the Board elect to move forward with a four-day school week, the association agrees to re-open the provisions of this article, and any others that may be affected by such a decision, and bargain with the district in relationship to a specific proposal for a four-day instructional week.

ARTICLE 6

WORKING CONDITIONS

A. Work Outside Workday/Work Year

1. Extended Contract Work:

- a. Whenever teachers are required or requested by the District to provide instructional services or a continuation of normal services, (e.g. media, counseling, alternative ed., agriculture, construction) outside the regular workday/work year, they will be paid 1/190th of their contracted year's salary for each day's (seven and three-quarter hours) work, prorated to an hourly basis if necessary.
- b. Special education teachers may request, through the principal, substitute days in cases where additional time is needed to meet legal requirements.
- c. Teachers assigned to work at more than one school shall be granted one (1) additional contract day at the beginning of each school year to prepare their workspace for student learning.

2. Curriculum work:

- a. Curriculum work shall be defined as extra work performed outside the regular seven and three-quarters (7 ^{3/4}) hour school day at the request or with the agreement of the administration. Curriculum work includes the following:
 1. writing new or revised course outlines (course outlines will be revised at least after each instructional materials adoption);
 2. instructional materials selection;
 3. teacher, equipment and lab preparation for new courses;
 4. other professional projects mutually agreed upon between the teacher and the administration;
 5. work on educational reform issues.
- b. Whenever teachers perform curriculum work, they will be compensated at the curriculum rate of pay per hour, provided such work was approved in advance in writing by the administration.
- c. Teachers reserve the right to refuse curriculum work outside the regular work year.

3. Other Professional Services:

- a. Professional Services include any work performed by teachers that is not included in extended contract, extra duty contract or curriculum work. Examples may include committee work, special assignments, and tutoring.
- b. This work shall be compensated if there has been prior agreement between the teacher(s) and building or other District administrator.
- c. Teachers with prior written agreement who provide professional services outside the normal workday/work year shall be compensated at the curriculum rate of pay per hour or receive an equivalent amount of comp time.
- d. Teachers shall have the option of working from home on grading days or on any other workdays during the contract year where their onsite presence is not required in order to carry out their assigned work responsibilities or to attend scheduled meetings or professional development.

B. MILEAGE Teachers required to travel from site to site by their assigned schedules, traveling on District-approved business, or authorized to transport students on school business shall be reimbursed for such travel at the IRS-rate. Payment will be made monthly, upon submission of the appropriate travel voucher to the District office.

C. SAFE WORKING CONDITIONS

1. The District and the Association agree to work together to promote safe working conditions and learning conditions. In the event that a teacher considers a situation to be unsafe, the teacher shall report to the principal in writing (verbally if it is an emergency) the unsafe condition and appropriate correction if possible. The principal (or designee) will immediately investigate the problem and act as necessary to correct the unsafe situation.
2. A copy of the safety issue report will be completed by the teacher and/or principal. One copy will be given to the safety committee, one copy to the Superintendent, and one copy kept by the principal. The safety committee and/or principal will communicate back to the teacher any recommendations or explanation of how the problem will be resolved and when.

D. IN-SERVICE PLANNING

1. The District will consult with Association leadership regarding the focus of in-service activities involving members from more than one (1) building.
2. Building-level in-service activities shall be planned and implemented by the school's 21st Century School Council (Site Council).

E. STUDENT INSTRUCTION TIME

1. The District and the Association recognizes that the student school year is defined in annual hours of instruction, not days of attendance and that such minimum standards are established by the state.

F. WORK LOAD EQUITY

The District and the Association agree that the pupil-teacher ratio is an important factor in maintaining quality education. For this reason, any teacher who believes that his/her class size or work load is excessive compared to other teachers in the District shall have the right to discuss this matter with the immediate supervisor. If the teacher is not satisfied following this discussion, he/she may discuss the matter next with the Superintendent or may suggest options for the District to consider.

G. REQUIRED ON-LINE TRAININGS

The District shall provide teachers with two (2) hours at the beginning of the school year to complete required on-line trainings. When additional trainings are required during the school year, the District shall provide teachers with time during the workday to complete them.

H. ELEMENTARY SPECIALISTS

Elementary school teachers assigned to the music or physical education programs shall not teach more than ten (10) class sections on student instruction days.

ARTICLE 7

TEACHER RIGHTS

A. STUDENT GRADES

1. Teachers shall have the right to evaluate students and determine grades consistent with District policies. No student grade or evaluation will be changed by the District without the approval of the teacher, or utilization of the following appeals process.
2. The parent and/or student shall be encouraged to consult with the teacher about the grade.
3. The student and/or parent may appeal the grade to the principal. The appeal will be heard by the principal or designee. If the decision is to change the grade, the teacher shall receive written reasons justifying the change.
4. The teacher or the student and/or parent may appeal the principal's decision to the Superintendent. This appeal will be heard by the Superintendent or designee, who shall render a final decision. If the decision is to change the teacher's original grade, the teacher shall receive written reasons justifying the change.
5. If a grade is changed without the consent of the teacher, the file shall contain a notation clarifying the grade has been changed by the administration.

B. ADDITIONAL EVENTS Teachers shall not be required by the District to attend more than two (2) events outside the regular school day with students and/or parents (Parent Night, Graduation, etc.). Teachers shall be paid at their contracted hourly rate beginning with the third (3rd) event when they agree to work.

C. PERSONAL LIFE The personal life of a teacher is not an appropriate concern of the District except where it can be documented that job performance is affected.

D. ACADEMIC FREEDOM Teachers shall enjoy academic freedom in the performance of their teaching functions in accordance with adopted Board policy.

E. Any curriculum, instruction or assessment materials expressly created at the direction of the District as a resource for teachers in the district by a teacher or teacher-on-special-assignment is the property of the District.

F. CRITICISM IN PUBLIC In order to protect the professional status and due process rights of teachers, all criticisms by a supervisor, administrator, or Board member regarding a teacher's instructional methodology or performance of assigned duties shall be made in confidence and not in the presence of students, parents, or any public gathering unless immediate intervention is necessary for the safety and welfare of students. The administration and the Board, in public meetings held under the auspices of the District, have the responsibility and obligation to protect teachers from verbal or other abuse by advising the speaker of appropriate procedures for making complaints against teachers. This section shall not preclude criticism in a meeting attended by an Association representative or a representative of the Administration.

G. SUBCONTRACTING The District shall not subcontract any bargaining unit work without providing prior written notice to the Association and completing negotiations on the issue if demanded by the Association. If the Association fails to respond to a notice of sub-contracting within twenty-five (25) workdays, the Association will have waived its rights to demand negotiations over the issue.

ARTICLE 8

TEACHER DISCIPLINE

A. MEETINGS AND HEARINGS

1. When a teacher is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that teacher in that office, position or employment, or the salary or any increments pertaining thereto, then the teacher shall be given at least two (2) days' prior written notice if the meeting is with the Superintendent, and five (5) days' prior written notice if the meeting is with the Board. The notice shall be in sufficient detail to:
 - a. inform the teacher of the subject to be discussed and the reason(s) for such meeting or hearing, and
 - b. remind the teacher of his/her right to have representation by the Association and/or other representation during such meeting or hearing.
2. When a teacher is requested to meet with the building administrator(s) to receive a written reprimand or to be placed on a Plan of Assistance, the administrator will give the teacher one (1) day's prior written notice which complies with (a) and (b) above.
3. If at any time during the course of any meeting with an administrator the teacher reasonably believes that the matter discussed could adversely affect his/her employment, he/she shall have the right to stop the meeting and have it continued at another time when appropriate representation can be obtained.

B. JUST CAUSE

1. No teacher shall be suspended without pay, reduced in basic salary, reprimanded, warned, or otherwise disciplined in writing without just cause.
2. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon request.
3. Any violation of the above provision may be used as a basis for a grievance.
4. This section does not apply to the dismissal of contract, probationary, or temporary teachers, the non-renewal of probationary and temporary teacher contracts, or to continuation in extra duty assignments.

C. SUSPENSION

1. If a teacher is to be suspended, the District shall give prior written notice to the employee and the Association president, (except in cases of emergency) indicating the reason(s) for such action and the time and location of the requested meeting with the member. This notification will not occur if the impacted member specifically requests that the Association not be notified.
2. All investigatory suspensions shall be with pay pending the District's decision to dismiss, discharge, reinstate, or take other action.

ARTICLE 9

STUDENT DISCIPLINE

- A. Policies regarding student discipline shall be reduced to writing by the District, and made available to each teacher at the start of each school year.
- B.
 - 1. A teacher may temporarily exclude a student from the classroom when the student's behavior is disrupting the educational environment. A written referral giving a full description of the misconduct will be submitted to the proper administrator.
 - 2. Students will not be re-admitted to class, in such a case, until the principal or designee communicates with the teacher to discuss the referral and the conditions for the student's return.
 - 3. If the teacher disagrees with the administrator's decision to return the student to the classroom, the teacher shall have the right to appeal the decision to the building principal. If the principal is the administrator returning the student to the classroom, the teacher may request the Superintendent review the decision.
- C. The Association shall have the right to make recommendations at any time to the administration regarding changes in student discipline procedures.
- D. Procedures and protocols for dealing with violent students shall be reduced to writing in each building and discussed with staff at the start of each school year. As determined by the Director of Supported Education, Association members required to be able to physically restrain students as determined within a student's IEP will be trained in the District approved protocol for the physical restraint of students as determined by Board policy.

ARTICLE 10

COMPLAINT PROCEDURE

- A. **COMPLAINT PROCEDURE** A complaint regarding a teacher which is made to the administration or the board by a parent, guardian, or student and which may influence the evaluation or employment status of a teacher shall be processed according to the procedures outline below. Anonymous complaints shall not be made the basis for any disciplinary action nor shall they be included in personnel files or be included on evaluation form comments. Complaints that involve matters being investigated by law enforcement or an outside agency shall not be covered by this Article.
- B. The teacher may have an Association representative present at all meetings involving this procedure.
- C. The administration shall process complaints in the following manner:
- Step 1: Within ten (10) working days upon receipt of a complaint, the principal and the teacher shall meet. If at any time during the course of this meeting the teacher reasonably believes that the matter discussed could adversely affect his/her employment, he/she shall have the right to stop the meeting and have it continued at another time when appropriate representation can be obtained. At that meeting, the teacher shall be provided with the name of the complainant and the nature of the complaint. Upon discussing the matter with the teacher, the administrator may dismiss the complaint if it is so determined that the complaint is without merit. If so, neither the complaint (if in writing) nor a record of it will be kept by the District. If the principal determines that the complaint may have merit, the principal may further investigate the complaint, as necessary.
- Step 2: If the matter is not resolved at Step 1 the principal shall meet with the teacher within five (5) working days of the completion of the investigation. At the discretion of the principal, the complainant may be included in the meeting. If the principal determines the complaint is without merit, neither a copy of it nor a record of the conference will be kept by the District. At that meeting, the teacher will be provided a copy of the written complaint.
- Step 3: The written complaint shall contain the name of the teacher against whom the complaint is being made, the date and nature of the complaint, and the name and signature of the complainant or administrator. A copy of the complaint will be forwarded to the Superintendent and a copy given to the teacher.
- D. Any discipline imposed as a result of a complaint may be subject to grievance, up to and including arbitration, under the provisions of Article 8 of this agreement.

ARTICLE 11

PERSONNEL FILES

- A. All official records of teachers shall be kept in the District's office under adequate protection at all times in accordance with ORS 342.850. Such records may be inspected only by the teacher, the Superintendent or designee, building administrators, the Board or by others authorized in writing by the Superintendent or teacher. There shall be only one (1) official personnel file, although each supervisor may maintain an unofficial working file to assist in supervisory responsibilities.
- B. Written reprimands, letters of suspension, non-renewal or dismissal, or complaints shall be placed in the official personnel file only after the teacher has been offered a copy. The teacher shall acknowledge this offer by signing the copy to be filed, with the full understanding that the signature signifies only that the teacher has been offered a copy and does not necessarily agree with its content. The teacher shall have the right to submit a written response to any material contained in the file and the response shall be attached to the related materials.
- C. Only materials in the official personnel file at the time a decision regarding disciplinary action is communicated to the teacher will be used as the basis for disciplinary action.
- D. Any material (except for evaluations and disciplinary material) may be removed from a file upon the request of the teacher and the approval of the Superintendent. Exceptions to this provision are specified in Board Policy JHFF and set forth under Oregon Law.
- E. An employee may review and/or receive a copy of any materials contained in the unofficial working file maintained by the building supervisor. Any material in the working file may be removed at the request of the teacher and approval of the supervisor.
- F. Upon request, the District shall provide the teacher a complete copy of all non-confidential materials contained in his/her personnel file. The teacher shall be responsible for payment of the copy charge at the District's standard rate per page.
- G. Subject to the approval of the Superintendent or designee, other documents submitted by the teacher shall be placed in that teacher's personnel file.

ARTICLE 12

GRIEVANCE PROCEDURE

A. **PURPOSE** The purpose of this procedure is to secure, at the lowest possible level, equitable and fair solutions to problems which may, from time-to-time, arise and affect teachers. The parties in interest agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. **Grievance:** a written claim by the grievant based upon the interpretation, application, violation, or inequitable treatment of the provisions of this Contract, District policy, and/or Administrative rules.
2. **Grievant:** a teacher, group of teachers, or the Association making the claim.
3. **Party-in-Interest:** the person or persons making the claim and any person who might be required to make a decision or to take action, or the person or persons against whom action might be taken in order to resolve the claim.
4. **Representative:** a person or persons designated to accompany, advise, and/or to speak for a grievant.
5. **Immediate supervisor:** a person or persons having direct administrative or supervisory responsibility over the grievant.
6. **Days:** shall mean the grievant's workdays.

C. GENERAL PROCEDURES

1. **Time Limits** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. **Year-End Grievances** In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. **Representation Rights of Teachers** The District recognizes the right to grievance representation by the Association. Grievants may be represented at all stages of the procedure by themselves or an Association representative. In cases where grievants represent themselves, the District shall inform the Association of the grievances once they reach the Superintendent level in a timely manner and shall grant the Association the right to be present and to state its views at that and all subsequent levels of the procedure.
4. **Miscellaneous Procedures**
 - a. All meetings and hearings under this procedure shall be conducted in private, unless otherwise requested by the grievant, and shall include only the parties in interest and their designated or selected representatives and the Association (see #3 above).
 - b. Timelines and any level(s) of the procedure may be waived with the mutual agreement in writing by the District and the Association.
 - c. At level three (3), any individual(s) acting as a conductor of the procedure and/or who will rule on the issues presented at a grievance hearing shall not have previously been involved in the events

leading to the grievance. If for some reason that requirement is impossible to meet, then the individual(s) shall state for the record their involvement in the events related to the grievance.

d. The determination of the grievance shall rest solely on the evidence produced at the hearing.

D. GRIEVANCE STEPS

1. Level One - Informal and Formal Grievance Level: Within twenty (20) days of an act or twenty (20) days from the date the grievant first became aware or should reasonably have become aware of a possible grievance (whichever date is later), the grievant will discuss the concern with the principal or immediate supervisor, either individually or through the school grievance representative, or accompanied by a representative, with the object of resolving the matter informally. If not satisfied with the informal disposition, or if no disposition is rendered within fifteen (15) days, the grievant or the Association will file within fifteen (15) days a written grievance stating the specific article(s) of the contract, District policy, or Administrative regulations being grieved; a narrative of the alleged violation, and a proposed remedy. If necessary, the principal or immediate supervisor will meet with the teacher and/or the Association's designated representative(s) with the objective of resolving the matter, within fifteen (15) days after receiving the written grievance. If no meeting is held, the principal or immediate supervisor will respond in writing with a decision, the reasons for the decision, and the evidence upon which the decision is based.
2. Level Two – Superintendent or Designee: If the grievant is not satisfied with the decision rendered at Level One or if the grievant does not receive a written decision within fifteen (15) days as outlined in Level One above, the grievant may appeal in writing to the Superintendent within fifteen (15) days of the decision at Level One. After consultation with the grievant and the Association to establish a hearing date, the Superintendent shall give written notice of the time and place of the hearing to the grievant, Association representative(s), and other persons officially involved in the grievance. The hearing shall be within fifteen (15) days of the receipt of the appeal. Within fifteen (15) days of the hearing, the Superintendent will communicate to the grievant and other parties in interest the decision, the reason for the decision, and the evidence upon which the decision was based.
3. Level Three - Board of Education: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) days after the Level Two hearing, the grievance may be appealed to the Board of Education within fifteen (15) days after the receipt of the decision or the fifteen (15) day deadline. The appeal shall be submitted to the School Board through the Superintendent's office and shall include copies of appeals and finding of each previous level. Within thirty (30) days after receipt of the appeal, the Board shall conduct a hearing. A decision containing the reasons for the decision and evidence upon which the decision was based will be communicated in writing within fifteen (15) days of the hearing. The decision of the Board will be final regarding decisions of policy and administrative rules.
4. Level Four - Binding Arbitration: If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within fifteen (15) days after the Board hearing, the grievant may request in writing within fifteen (15) days that the Association submit the grievance to arbitration. If the Association rejects the request, the decision rendered by the Board, unless otherwise modified by mutual agreement, shall be the final determination. However, if the Association approves the request, the grievance shall be submitted to final and binding arbitration. The Association will notify the grievant, the Superintendent, and the Board of Education through the Superintendent's office of a request for arbitration within thirty (30) days after the Board's decision has been received by the grievant.

A grievance may be submitted to binding arbitration under the following conditions:

- a. All steps provided for the grievance procedure must first be exhausted by both parties, unless waived by mutual agreement or otherwise stated in specific portions of this Agreement.
- b. The issue must be based upon a claim that the grievant has been treated unfairly or inequitably due to the application, interpretation, denial or alleged violation of a specific provision(s) of the Agreement.
- c. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may, within ten (10) school days of the appeal, request the Public Employees Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot, the order of elimination and thereafter each shall, that order, alternatively strike a name from the list and a fifth and remaining name shall act as the arbitrator. The parties shall then be bound by the American Arbitration Association rules.
- d. The arbitrator so elected, shall confer with representatives of the Board and the Association to establish a mutually agreed hearing date and shall issue the decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issue submitted. The arbitrator shall not add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any manner not specifically contracted away from the Board. The decision of the arbitrator within the scope of his authority shall be binding on the parties.
- e. The Board and the Association will share equally and jointly costs of the arbitration procedures, such as the fee and expense of the arbitrator and cost of the hearing room.

E. **NON-REPRISALS** No reprisals of any kind shall be taken by any member of the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. **MISCELLANEOUS**

1. **Group Grievance:** If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such a grievance must be filed within twenty (20) school days of the act or the alleged grievance.
2. **Separate Grievance File:** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. **Forms:** The grievance form shall be approved by the Board and the Association and given appropriate distribution and availability so as to facilitate operation of the grievance procedure.

ARTICLE 13

EVALUATION

A. PURPOSE

The process to be used in evaluating the performance of teachers is outlined in the Teacher Evaluation and Support System. The major objective of evaluation is to improve the quality of instruction being provided to students of Molalla. The evaluation process is the fundamental basis used to identify exceptional performance, areas where performance can and should be improved, and marginal and substandard performance. Personnel involved in the evaluation process have the common objective to improve instruction to maintain standards for professional performance. Teachers have the right to involve the Association as their advisor at any time in the evaluation process.

B. EVALUATION PROCEDURES

Evaluations will be conducted by administrators who hold proper licensure under the authority of OAR 584 036-0035. Criteria for evaluation of all teachers shall be clearly defined. In order to meet the goals and objectives of evaluation, District evaluation policy shall be followed.

C. COPIES AVAILABLE

A copy of the current Teacher Evaluation and Support System shall be provided to each new teacher at the start of the school year and to each teacher anytime substantial change is made in the document. An updated copy shall be available in each school office at all times.

D. CHANGES

The District shall maintain and develop an evaluation process in collaboration with the Association. Revisions in the Teacher Evaluation and Support System shall be made in compliance with provisions of ORS 342.850 and SB 290.

E. HEAD TEACHERS

1. In accordance with OAR 584-036-0035, the District may employ Head Teachers as the administrator in charge. Head Teachers shall be bargaining unit members with all rights of the MREA contract. Head Teachers shall have basic supervision duties over their building, staff and students, including initial observations and evaluations of licensed staff and the gathering of data that may lead to discipline of licensed staff.
2. A properly licensed administrator shall impose any discipline upon a unit member. A properly licensed administrator shall conduct any further observations of licensed staff, up to and including Plans of Assistance. Such administrator shall sign any final evaluation and make any recommendations for transfer, renewal or non-renewal, extension or non-extension or dismissal.
3. Head Teachers shall be granted an extended contract (minimum of ten (10) days) and a stipend equal to \$750 per year for each licensed teacher that they evaluate in their building.

ARTICLE 14

VACANCY, TRANSFER AND CHANGE OF ASSIGNMENT

A. TEACHING ASSIGNMENTS

1. Grade, subject, activity and building assignments shall be made by the District, taking into consideration the employee's professional training, experience, specific achievements, length of service in the District, and written preferences.
2. By five (5) days before the last contract day of each school year, all teachers will be notified of their teaching assignment for the following school year if it has changed. After June 5th, if unanticipated changes in enrollment or staffing occur necessitating a change in the teacher's schedule, the teacher will be given notice of their schedule change at the earliest possible date. If the schedule change takes place after August 1, the teacher may request curriculum development funds, the amount to be determined by the Superintendent.
3. By five (5) days before the last contract day, teachers will be given notice if their base room assignment is to be changed. If changes occur during the summer which necessitate a change in that base room assignment, the teacher will be notified as soon as possible. If notice of a change is given after August 1, the teacher will receive extended contract time of up to two (2) days to facilitate the change, the length of the extended contract to be determined by the Superintendent based on the complexity of the move.
4. Teachers who are assigned to teach in areas they have not taught within the last five (5) years may request curriculum development funds, the amount to be determined by the Superintendent. Such assignments normally will not be given after August 1.
5. Any teacher whose assignment(s) have been changed shall be consulted prior to the effective date of the change(s). The teacher shall be provided written reasons supporting the change(s). The teacher may elect to discuss the change(s) with the Superintendent, and, if not satisfied with the Superintendent's response, then to discuss the matter with the School Board.
6. Any teacher desiring a change in assignment to another grade, subject and /or activity assignment for which a vacancy does not already exist shall make his or her request in writing on or before February 1st in order to be considered for the following school year.

B. INVOLUNTARY TRANSFER

1. For purposes of this Article, an involuntary transfer shall be defined as a change in building assignment(s) that is initiated by the District.
2. An involuntary transfer or assignment shall be made only after a meeting between the teacher and the immediate supervisor involved, at which time the teacher shall be notified in writing of the reasons. The teacher(s) involved in transfer shall be notified prior to general notification of the staff.
3. If a teacher is involuntarily transferred, the preference of the teacher for any open position will be considered.

4. Criteria for involuntary transfers include but are not limited to:
 - a. District instructional requirements
 - b. Staff availability, experience and qualifications
 - c. District experience (seniority) when deemed appropriate by the District
 - d. Recentness of previous involuntary transfer(s)
5. If the teacher is dissatisfied with the administrative decision to transfer, the teacher may appeal the decision to the Superintendent.
6. A teacher who is involuntarily transferred will receive extended contract time of up to two (2) days to facilitate the changes, the length of the extended contract to be determined by the Superintendent, based on the complexity of the move. This additional time is not in addition to time specified in A. 3. above.

C. VOLUNTARY TRANSFER

1. For purposes of this Article, a voluntary transfer shall be defined as a change in building assignment(s) that is initiated by the employee.
2. Any teacher desiring to transfer to another grade, subject, building, and/or activity assignment for which a vacancy does not already exist shall make his or her request in writing on or before February 1st in order to be considered for the following school year.
3. Applications for transfer must be renewed annually in order to remain valid.
4. This section in no way invalidates any teacher's right to apply for and be considered for vacancies at any time they might occur.
5. Any bargaining unit member denied a voluntary transfer will be given, upon request, the reason(s) for denial.

D. VACANCIES

1. By the time the District advertises a position as open, a notice will be communicated electronically until the position is filled. In addition, a notice will be emailed to the Association president.
2. In filling a vacancy, the District shall interview teachers from the current teaching staff who have applied for the vacant position. A teacher's qualifications and length of service in the District shall be considered factors in the choice.
3. Teachers requesting transfer will be given written notification upon request of reasons for the approval or disapproval of the request.

ARTICLE 15

REDUCTION IN FORCE AND RECALL

A. GENERAL PROCEDURES

1. The procedure for layoff of bargaining unit members resulting from the District's inability to fund its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decision shall be as provided below. This procedure will be used for the non-personal reduction of any member for any of the reasons listed above, with the exception of members on temporary contracts.
2. The Board will make the final decision on the value of programs to be maintained, cut back, or eliminated after seeking and considering input from the Association. The Board will declare when layoffs will be necessary. The Association and the employees to be laid off shall be notified within ten (10) working days of the Board's decision to lay off staff.
3. The District shall provide an updated seniority list to the Association within thirty (30) days of such request.

B. LAY-OFF

In the event the District determines that a layoff is necessary, then it will determine the bargaining unit members to be retained by means of the following criteria and any other criteria required by law:

1. A determination of whether employees hold the proper license(s) to fill the remaining positions at the time of layoff.
2. A determination of the seniority of the employees to be retained, with those most senior being retained over those with lesser seniority, except as provided for in this Article. Seniority shall be defined as the total length of continuous employment since the most recent first date of actual service with the District, inclusive of approved leaves of absence. Ties shall be broken by drawing lots.
3. A determination of the merit and/or competence of an employee being retained if the District determines to lay off another employee with greater seniority. If the District determines to retain an employee with less seniority than an employee being released under this section, the district has the burden of proof to show that the employee being retained has more competence or merit than the employee with more seniority who is being laid-off.
 - a. For purposes of this section, "competence" shall mean the ability to teach a subject or grade level, based upon recent teaching experience or training or both, in that subject or grade level within the past five (5) years, but not solely licensure to teach a subject or grade level.
 - b. For purposes of this section, "merit" shall mean the ability and effectiveness of one employee over another as determined by the District through its evaluation procedure.
4. Subject to the provisions of B.3. above, the District shall make every reasonable effort to minimize layoffs by transferring teachers of courses scheduled for discontinuance to other positions for which they are licensed and competent, according to the definition of "competence" provided for above.
5. When the District has determined that a position is to be eliminated due to reduction in force, the individual in that position shall be laid off except that the teacher may "bump" any less senior teacher whose position he/she is properly licensed, as of the date of the District reduction decision, to perform unless the District determines that the less senior teacher will be retained because of greater merit and/or competence.

C. RECALL

1. A teacher who is laid off will remain eligible for recall for twenty-seven (27) months from the last date of work for the District prior to layoff. No new teachers shall be hired to any position until all laid-off employees who are licensed for the position have been given an opportunity to accept the position.
 2. Subject to the provisions of B.3. above, laid-off teachers shall be recalled in reverse order of lay-off, provided they are properly licensed for the vacant positions.
 3. The District shall notify laid-off employees of a position opening by registered letter, return receipt request, at their last-known address. Laid-off teachers shall have seven (7) workdays from receipt of such notification in which to indicate their acceptance or rejection of the position and an additional ten (10) days thereafter in which to begin active employment unless otherwise mutually agreed upon. Recalled teachers who have accepted employment with an employer who requires advance notice of resignation shall have up to sixty (60) calendar days within which to report to work for the District after being recalled, if not released immediately by their current District.
 4. Teachers who cannot be reached at their last-known address or who reject any position offered shall forfeit all re-employment rights. Teachers who wish to waive re-employment rights may do so by written notification to the District, which shall constitute resignation. However recall rights shall not be lost if a teacher rejects recall to a position with less hours than the previously held position.
 5. Teachers returning from layoff shall have all previously accrued sick leave and seniority reinstated.
 6. The District will provide teachers on layoff with paid single party medical insurance for a period of three (3) months. This coverage may be continued by the teacher after the three-month period for the balance of the recall period provided the teacher pays the premium, subject to any restrictions established by the carrier. During the initial three-month period and throughout the layoff period, the teacher may elect to purchase, at his/her own expense, group insurance for other family members, in accordance with any restrictions established by the carrier. Teachers who accept other employment which includes comparable insurance benefits shall not be eligible for extension of group insurance.
- D. Any dispute over the District's decision as to which employee(s) to lay off shall be processed in accordance with ORS 342.934(7). Any other dispute concerning the interpretation or application of this Article shall be processed through the grievance procedure provided for in this Agreement. The arbitration process shall be used rather than the Writ of Review. The arbitrator's decision shall be final and binding on both the Association and the District.

ARTICLE 16

PAID LEAVES

A. PERSONAL-BUSINESS-EMERGENCY LEAVE

1. Up to four (4) days of non-accumulative personal-business-emergency leave with pay shall be granted for medical, legal, personal business, religious, family illness, or emergency reasons necessitating the teacher's absence during school hours.
2. Teachers shall provide notice to their immediate supervisor at least two (2) workdays prior to the request for leave, except in case of emergency. If this is to be taken on a Monday or Friday during April, May or June or any day during the last ten (10) days of the school year, notice will be provided seventy-two (72) hours in advance, except in cases of emergency.
3. Leave under this section shall be taken in not less than one-half (1/2) day increments. If the requested leave time does not require a substitute teacher be retained and there are no staff meetings or professional development scheduled, then the leave may be taken in hourly increments.
4. It shall not be used for activities related to a second business or occupation, nor shall it be used to extend a vacation or holiday unless it is to be used for a "once in a lifetime" reason, approved by the immediate supervisor and Human Resources (i.e. immediate family member's graduation or wedding, family reunion).
5. Teachers will be paid out at full value, at the member's contracted daily rate for any full remaining personal leave days on the final June payroll.

B. BEREAVEMENT LEAVE

1. Up to five (5) days of paid bereavement leave shall be allowed for each death in the immediate family and shall be available to members upon employment. All other bereavement leave practices will be consistent with the Oregon Family Leave Act (OFLA) for those members who qualify for such protected leave. This paid bereavement leave shall run concurrently, not consecutively, with rights to use accumulated sick leave for bereavement purposes as defined in the Oregon Sick Time Law.
2. Immediate family shall include: spouse, children, grandparents, parents, step-parents, mother-in-law, father-in-law, siblings, brother-in-law, sister-in-law, or any other resident member of the teacher's household.
3. Up to one (1) day shall be granted to attend the funeral of a close personal friend at the discretion of the District.

C. LEGAL LEAVE

1. Leave shall be granted to a teacher for appearances in any legal proceeding connected with the teacher's employment or with the school system or for jury duty unless the teacher is a litigant against the District. Personal leave shall be used where the teacher is involved in personal litigation. If the teacher has exhausted personal leave, the leave will be without pay.
2. Fees paid to teachers for jury service shall be forwarded to the District. Any expense money paid by the court shall be retained by the teacher.
3. Appearance before a court, legislative committee, or other judicial body as a witness in response to a subpoena shall be granted. Fees paid for such service shall be retained by the District. Any expense money paid to the teacher shall be retained by the teacher.

- D. MILITARY LEAVE Time necessary for teachers called on annual active duty for training or emergency service with any unit of the United States Armed Forces reserve or the National Guard shall be granted as leave provided

such obligations for regular annual training cannot be fulfilled on days when school is not in session. The teacher shall be paid the difference between his/her salary and what the District must pay for a substitute for up to five (5) working days. In the event of an emergency call-up, the teacher shall be paid his/her regular salary minus what the District pays for a substitute for a period not to exceed fifteen (15) days.

ARTICLE 17

SICK LEAVE

Teachers shall receive paid sick leave as follows:

- A. "Sick Leave" means absence from duty because of a teacher's illness or injury, including disability due to pregnancy. Sick leave may also be used for illness or injury of a family member and for child care leave or other circumstances specified in the Oregon and/or Federal Family Medical Leave laws.
- B. In accordance with ORS 332.507(2), the District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Completion of one-half (1/2) or more of the workdays in a calendar month shall constitute a "month employed." Sick leave shall be credited to teachers on the first (1st) duty day. Part-time teachers shall be granted sick leave on a pro-rata basis.
- C. Sick leave not taken shall accumulate for an unlimited number of days. In accordance with ORS 332.507(4), the District shall permit a teacher to take up to seventy-five (75) days sick leave accumulated in other Oregon districts.
- D. For purposes of determining retirement benefits as accepted by PERS, the District shall permit a bargaining unit member to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer. Upon retirement, the teacher's unused, accumulated sick leave shall be reported to PERS.
- E. Sick leave, to the limit the employee has accumulated, may be used to make up the difference between the employee's regular net, take-home salary and the benefits received under the Oregon Worker's Compensation Law (ORS 656.005(8)). An employee's sick leave will be charged for only the prorated portion paid by the District.
- F. Each teacher will be given a written accounting of the use and accumulation of sick leave on a monthly basis on the individual teacher's payroll report.
- G. A teacher on extended contract shall be credited one-half (1/2) day of sick leave for each ten (10) of the additional days worked.
- H. At the employee's option, sick leave may be used for the twelve (12) weeks allowed under Oregon's child care leave statute, providing such use remains consistent with such law.
- I. At the birth of an employee's child, one (1) day of paid leave will be granted.
- J. The parties acknowledge that this section constitutes a substantially equivalent program for purposes of the Oregon Sick Time Law.

ARTICLE 18

UNPAID LEAVES

- A. **CHILD CARE AND ADOPTION** Child care leave without pay for a period of up to one (1) year will be granted to any teacher for the purpose of child care or adoption. Such request shall show the time such leave is to commence and the tentative date for return to duty. If the teacher will remain on leave for the duration of the school year, advance notice of intent to return for the next school year must be provided to the District by March 15th.
- B. **OTHER LEAVES OF ABSENCE** An unpaid leave of up to one (1) year may be granted for the purpose of professional development, holding of elected office, or personal business. If the leave will extend to the end of the school year, advance notice of intent to return for the next school year must be provided to the District by March 15.
- C. During the term of the leave, a teacher shall be permitted to continue within the group insurance program at the teacher's expense, subject to the terms and conditions of the insurance carrier, and state and federal law.
- D. All benefits to which a teacher was entitled at the time the unpaid leave commenced, including seniority, unused sick leave and years toward retirement, shall be restored upon the teacher's return to work.
- E. A teacher returning to the District after a leave without pay will be credited with all benefits to which the teacher was entitled at the time the leave commenced, including seniority and unused accumulated sick leave. The reinstatement shall be to a position similar, same or substantially equal as when the leave was granted.

ARTICLE 19

TUITION BENEFIT AND PROFESSIONAL DEVELOPMENT

A. TUITION BENEFIT

1. Each teacher shall be eligible for a tuition benefit for up to six (6) quarter credit hours each school year, cumulative to not more than eighteen (18) quarter credit hours during the term of the contract. The District's expenditure for tuition reimbursement under this Article shall be limited to a maximum of one hundred thousand dollars (\$100,000) per year as described below.
2. Tuition benefits shall be available to bargaining unit members for the cost of tuition for undergraduate, upper division or graduate credit courses. As per Article 21, E.3., undergraduate coursework shall not count toward horizontal advancement on the salary schedule. Payment for credit hours shall be equal to the actual tuition costs up to the per credit costs charged at Portland State University.
3. To qualify courses must be reasonably related to the teacher's current or projected assignment(s) within the District. A grade of "C" or better (Pass in a Pass/Fail system) will be required.
4. Teachers may also request reimbursement for courses or workshops which carry upper division or graduate credit but which the teacher is taking without credit for a lesser fee, as long as the course or workshop is related to the teacher's current or projected assignment(s) and approved by the administration. Other courses, classes, or seminars or workshops may be reimbursed at the discretion of the District.
5. Tuition benefits will be paid to the requesting employee through either the Early Payment of Tuition method (Section B.) or the Tuition Reimbursement method (Section C.)
6. The cost of a substitute teacher, when necessary to attend a workshop or conference, shall not be charged to the tuition account of the teacher.

B. EARLY PAYMENT OF TUITION

1. Upon request of the teacher and with evidence of amount paid and completion of appropriate forms, a check will be made payable to the individual for amount of tuition, subject to the limits of Section A., above.
2. Payment under this provision shall be made to the teacher no later than three (3) weeks after submission of the required paperwork to the Human Resources Office.
3. If after receiving early payment of tuition the teacher is unable to provide evidence of successful completion of the course (grade card, transcript or web grade), the District shall provide a grace period of 30-45 days after the estimated end of the class. During this period the District shall send one (1) reminder notice to the teacher. If no evidence is provided at the end of the grace period, then repayment to the District will be in the form of a payroll deduction.
4. The District and the Association agree to cooperate in efforts to recoup prepaid tuition dollars where there is no evidence of successful course completion.

C. TUITION REIMBURSEMENT

1. To qualify for reimbursement, a teacher must submit a paid tuition or registration fee receipt and evidence of completion (transcript, grade slip, certificate, web grades, etc.).
2. In any one year, reimbursement from the \$100,000 fund shall be made on a "first come, first serve basis". "First come, first serve" shall be determined by receipt of completed tuition application and receipt of tuition payment.

3. All reimbursement requests shall be submitted no later than 30 days after completion of the course or program. Reimbursement requests will be paid within three (3) weeks of submission.

ARTICLE 20

DISTRICT RETIREMENT PROGRAM

A. ELIGIBILITY

The provisions of this Article shall apply to any bargaining unit member who began work prior to July 1, 2001 continuously employed until retirement and meeting the requirements of Section B. below. Unit members who began employment for the District after July 1, 2001, are specifically excluded from the provision of this Article.

B. QUALIFICATIONS AND STIPEND

When a teacher retires under the provisions of PERS and has completed at least ten (10) years of service with the District, and is not more than sixty-one (61) years of age, that teacher shall receive a monthly stipend of \$400 until the teacher reaches age 62 or qualifies for social security benefits, whichever comes first. (The monthly stipend shall continue for a maximum of eighty-four (84) months).

C. SERVICE REQUIREMENTS

A retiree, under this program, shall be obligated to:

1. Ten (10) days service during each school year to the District in an assignment for which the teacher is qualified and which best meets the needs of the District at no additional cost to the District. This obligation shall be reduced to five (5) days for teachers who retire effective the end of a complete school year (effective June 30 of any year).
 - a. It is the responsibility of the retiree to register for and accept substitute assignments during each year they receive this stipend. Should a retiree fail to fulfill the service, the stipend will be reduced by a prorated rate (based on substitute rate of pay) to match the unfulfilled service. Should the failure occur in the last year of eligibility for the benefit, the retiree must reimburse the district a prorated amount matching the percentage of service unfulfilled.
 - b. This service obligation shall be moved in the first year for individuals who retire but complete the school year under the provisions of Section I, below; or
2. A retiree may choose not to receive the stipend by giving notice to the District by July 1 of any year in which they choose not to provide the days of service.

D. INSURANCE COVERAGE

Retirees electing to take part in any of these District retirement programs will be allowed to continue the group medical, dental and/or vision insurance cover ages at their own expense, subject to the terms and conditions of the insurance carrier(s). Insurance premiums may be deducted from the retiree's monthly stipend upon authorization of the retiree.

In case of death all District compensation shall cease immediately.

- E. Teachers interested in this program shall serve notice in writing to the Superintendent by March 1 preceding the school year during which the program will be implemented.
- F. Any person on this program who files for unemployment, or fails to fulfill the terms of this program will provide grounds for the termination of all benefits granted by the agreement. The School Board shall consider the recommendation of the Superintendent to terminate such an agreement and shall render a final and binding decision.

- G. The provisions of this article shall apply to all unit members who retire during the term of this Agreement. Retirees who qualified for other early retirement programs prior to unification may remain on their original program.
- H. The District may choose to grant exceptions to the notice, age and service requirements. Any such action by the Board shall not be considered as establishing any precedent in future cases.
- I.
 - 1. Employees who retire from the Molalla River School District and who are subsequently rehired by the District are members of the bargaining unit represented by the Molalla River Education Association. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions.
 - 2. Employees who choose to retire during their current contract year may be re-hired to finish the current contract year under the following conditions:
 - A. Employees will be notified of whether or not they will be re-hired within thirty (30) days after their application for early retirement. They may withdraw that application within ten (10) days of said notification.
 - B. If selected for re-hire, a unit member may continue to work as a temporary employee at his/her current contracted salary and benefits for a period not to exceed his/her current contracted work year.
 - C. Unit members will be provided one (1) day of sick leave for each month to be worked and may request to carry over up to sixty (60) days of paid sick leave beyond their retirement date as allowed by ORS 332.507, unless they choose to reserve all sick leave to be used as a credit in calculating PERS benefits.
 - D. Employees may defer any contractual early retirement benefits for which they are eligible until the end of their work contract; or, at their option, they may elect their early retirement benefits at the time of their retirement.
 - 3. Employees who choose to retire and are re-hired shall not have the following contract benefits:
 - A. Article 20 – Tuition Reimbursement (Professional Development);
 - B. Article 15 – Reduction in Force.
 - 4. For purposes of Articles 14 and 15 of the MREA contract, such retirements will not be deemed to have created a vacancy in a bargaining unit position until the retired/re-hired employees completes the temporary contract period at the end of the school year.
 - 5. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.
 - 6. After retirement and for the entire period which they are re-employed by the District, bargaining unit members will work no more than an aggregate of ten hundred and forty (1,040) hours per year.

ARTICLE 21

SALARY SCHEDULES AND PLACEMENT

A. SALARIES

1. 2022-2023: The salary schedule for 2022-2023 shall be advanced by six percent (6%) over 2021-2022 salary schedule. Column and step advancement will be granted for those who are eligible.

Current Step 2 will be eliminated from all seven columns – BA through BA+105/MA+45

The current top step will be adjusted on all seven columns – BA through BA+105/MA+45 to be at a three and a half percent increase (3.5%) above the previous step.

One new step will be added to the top of all seven columns – BA through BA+105/MA+45 at a three and a half percent increase (3.5%) above the current top step.

2. 2023-2024: The salary schedule for 2023-2024 shall be advanced by four percent (4%) over the 2022-2023 salary schedule. Step and column advancement will be granted for those eligible.

3. 2024-2025: The salary schedule for 2024-2025 shall be advanced by four percent (4%) over the 2023-2024 salary schedule. Step and column advancement will be granted for those eligible.

B. PERS/OPSRP:

The District will take necessary action to allow the employee's portion of PERS/OPSRP payments to be made with pre-tax dollars, with the understanding that should all or any portion of such payment be deemed to be taxable, that individual employees are liable for such taxes, including penalties, if any.

C. PLACEMENT:

Newly hired teachers shall be placed on the salary schedule in accordance with their educational training and years of teaching experience equivalent to teaching in the District. Bargaining unit members hired in the Occupational Therapist, Physical Therapist, Registered Nurse, School Psychologist, and Speech Language Pathologist positions shall be placed on the BA+105/MA+45 column at the appropriate step for their career experience.

D. CURRICULUM RATE

Curriculum rate is defined as the hourly rate which is equal to the contracted hourly rate for the second step on the BA+45 column which is Step 4 for 2022-2025.

E. HORIZONTAL ADVANCEMENT:

Teachers shall advance horizontally on the salary schedule in accordance with the number of credit hours earned, subject to these conditions:

1. Credit hours must be reasonably related to the teacher's current or projected assignment with the District, unless specifically approved by the administration;
2. Credit hours must be completed with a grade of "C" or better (Pass in a Pass/Fail system);
3. Coursework must be for upper division or graduate credit, unless specifically approved by the administration.

F. HORIZONTAL MOVEMENT:

Column advancement shall occur the 1st day of October, February and/or May after appropriate verification of course completion (grade slip or transcript) is provided to the District. However, column advancement retroactive to the start of the new school year will be allowed if the teacher presents the verification by Oct. 1 of any coursework taken during summer school that previous summer. (Note: Web grades are not acceptable verification of course completion for column advancement).

G. VERTICAL ADVANCEMENT:

Unless otherwise negotiated, teachers shall advance vertically one (1) step on the salary schedule for each year of service to the District, subject to the limitations of the salary schedule. A year of service shall be defined as having worked at least 115 days during the school year. Bargaining unit members on staff as of August 29, 2022 shall be credited with all years of experience on the salary schedule effective August 29, 2022.

H. PAYDAY AND PAY SCHEDULES:

1. Payday for teachers shall be the 20th of each month or the last working day prior to the 20th.
2. Bargaining unit members shall receive twelve (12) monthly paychecks annually commencing at the end of September for that month's work. Summer checks for June and July shall be available/mailed on the last work day in June. The final August payment will be mailed on the regular payday in June.

I. DIRECT DEPOSIT:

The District prefers to pay employees through direct deposit to the financial institution of the employee's choice.

J. HOME TUTORING:

Teachers providing home tutoring services shall receive curriculum rate for such service, including appropriate preparation time.

K. DOCTORATE DEGREE

Members who provide certification of completion of the Doctorate Degree shall receive a one-time payment of \$2,000 in the year in which the Doctorate is awarded, and evidence is presented to the District. Current members who have completed the Doctorate Degree while employed with the District prior to the term of this contract shall receive such payment retroactively.

L. RESIDENCY STIPEND

Members who reside within the boundaries of Molalla River School District for the complete school year will receive an annual special pay of \$850.00. This special pay will be subject to all required deductions and the net payment will be remitted in a separate check.

Members who meet the residency requirement for the complete school year as a June 1st will be issued a separate check during the last regularly scheduled payroll. This benefit begins relative to the 2013-14 school year.

M. PROFESSIONAL PRACTICE STIPEND

Bargaining unit members in the following job classifications shall receive a \$1500 annual professional practice stipend:

- Occupational Therapist
Physical Therapist
- Registered Nurse
- School Psychologist
- Speech Language Pathologist

ARTICLE 22

FRINGE BENEFITS

- A. The District insurance package shall contain up to full-family medical, full-family dental, full-family vision, employee life, employee liability and long-term disability coverage.
- B. The Association shall select the carrier(s) and plan(s) to be offered to members of the bargaining unit from those available through OEBB for medical, dental, vision, life and long-term disability insurance. The Association shall notify the District of any changes in carrier(s) and/or plan(s) by the May 15th prior to the effective date of the change (normally October 1st). Individual employee selection of the insurance carriers and plans shall be completed in time to meet the District's September payroll cutoff dates. Information about these payroll cutoff dates will be made available to employees on or before the beginning of the insurance selection period. A district representative shall serve as a consultant on the Association's insurance committee.
- C. The District shall contribute each month for each full time equivalent (FTE) employee the following for the insurance package:
 - 1. Effective October 1, 2022: The insurance cap shall increase by three percent (3%) from \$1407 to \$1449 per month.
 - 2. Effective October 1, 2023: The insurance cap shall increase by three percent (3%) from \$1449 to \$1492 per month.
 - 3. Effective October 1, 2024: The insurance cap shall increase by three percent (3%) from \$1492 to \$1537 per month.
- D. The amount of the District contributions will be considered as a pool amount so that the monies not spent by one person may be spent by someone else. Employees shall receive insurance coverage purchased from the insurance pool for which they are not covered by any other medical, dental, or vision plan. Employees with medical coverage elsewhere may elect to waive medical coverage.
- E. Insurance benefits shall be provided for twelve (12) consecutive months. For employees who terminate employment during the school year, benefits shall continue until the end of the month in which the termination occurred. For employees who complete the full school year and who terminate employment, benefits shall continue through September 30th, unless coverage is obtained from another employer prior to that date.

ARTICLE 23

EXTRA DUTY/ACTIVITY PAY

A. COMPENSATION

Compensation for extra duty positions shall be in accordance with Appendix B-1 (for high school activities) and C-1 (for middle school activities) of this agreement. Extra duty/activity pay shall increase by the same amount as the licensed salary schedule for each year of this agreement.

B. CRITERIA FOR PLACEMENT

For purposes of placement on the two-tier Extra Duty pay scale, the following shall apply:

1. Service in the same sport shall count year-for-year, regardless of the position or title;
2. A year spent in one sport does not count for placement in a different sport (except girls' and boys' basketball);
3. All prior years' work in that sport within the District shall apply. The District shall have discretion to recognize out-of-District experience.

C. VACANCIES AND TERMINATIONS

1. Vacancies in Extra Duty positions shall be posted in the same manner as teaching vacancies. Unit members shall be encouraged to apply and shall be considered if they apply.
2. Notice of discontinuance in extra duty assignment(s) will be given to the teacher no later than June 1. Teachers discontinued from an extra duty assignment may, upon request, receive written reason(s) for the action taken. If requested by the teacher, he/she may discuss the discontinuance of extra duty assignments with the Superintendent prior to a final decision being made.

D. NEW CLUBS

Sponsors of small student clubs will be added to the extra duty pay schedule in Class V for high school activities at the start of the next year if the building administrator has approved the formation of the club and if steps outlined by the administration have been completed. Small student clubs established at the middle school level shall be added to the extra duty pay schedule (Appendix C) and paid at curriculum rate.

E. ACTIVITY PAY

1. Teachers unit members who perform non-teaching activity assignments shall be compensated at the current curriculum rate for each hour of service in the assignment.
2. Activity assignments are any non-teaching assignments requested by the administration that occur outside the normal workday. Such assignments include, but are not limited to, chaperone duties (dance, bus, fun night, etc.) and athletic event duties (timers, scorers, ticket sellers, crowd supervisors, starters, judges, public address, etc.).
3. Participation in these assignments shall be strictly voluntary.
4. The District may use non-bargaining unit personnel to perform these assignments.
5. Teachers performing activity assignments shall complete the appropriate form requesting payment and deliver to the school secretary. Payment shall be made no later than the next regular pay period. Orientation on this process shall be given to all teachers at the start of each school year.

F. Blended Classroom Additional Hours

To prepare comprehensive leveled instruction for two grade levels, teachers assigned to teach in elementary blended classrooms, are eligible to request additional work hours, paid at the curriculum rate, in accordance with Article 6 – Working Conditions, A. Work Outside Workday/Work Year, 2. Curriculum Work.

The district will consider individual requests, based on need, for these additional hours. Additional hours must be mutually agreed upon by the teacher, the principal and the Director of Teaching and Learning before any work is performed. Additional payment will be paid only when there is preauthorization.

ARTICLE 24

DUES AND PAYROLL DEDUCTIONS

A. TYPES OF DEDUCTIONS

Subject to normal accounting procedures and subject to District capability, teachers may authorize the District to modify the payment of their contracted salary to include deductions for:

- (1) Tax sheltered annuities, as authorized by the Internal Revenue Service, District Policy, and plan document;
- (2) insurance premiums, if any;
- (3) membership dues of the Association including assessments and voluntary political contributions;
- (4) On Point Credit Union;
- (5) the OEA Foundation;
- (6) Molalla Boosters; and
- (7) other programs mutually agreed upon between the District and the Association.

B. AUTHORIZATION

1. Membership dues and payroll deductions are continuous from year-to-year unless revoked in writing by the employee. An employee shall notify Molalla River Education Association (MREA) and OEA in writing to revoke membership in the Association and no longer have dues deducted. OEA shall provide to the District a certified list of members to verify members' authorization for payroll deductions of Association dues. Upon request by the District, the MREA shall provide copies of such documentation.
2. If a change in the teacher's deductions is desired, the authorization of the change should be submitted to the District not later than the fifth (5th) of any month, to be effective for the following payroll period.
3. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the Molalla River School 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. 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 notification in accordance with the District's "cut-off-date" for payroll processing.

C. ASSOCIATION DUES

1. Total local dues shall be deducted in October paycheck. Dues for OEA and NEA shall be deducted in ten (10) equal amounts beginning with November's paycheck.
2. If a teacher commences employment after the start of the school year, total prorated Association dues shall be deducted from the first paycheck and prorated OEA/NEA dues shall begin the following month.

D. REMITTANCE OF DUES CHECKS

1. MREA dues payments will be deducted in the October paycheck each school year and shall be remitted to the MREA Treasurer.
2. Within ten (10) days after each pay period starting in November each school year, the District shall send to OEA an electronic register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.

3. Within ten (10) days after each pay period starting in November, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

E. EMPLOYEE LIST

1. After Board action approving a new hire, the District shall notify the Association President within ten (10) days of the employee's name, building and assignment.
2. No later than September 1, January 1, and May 1 of each year the District shall provide to the OEA Membership Specialist an electronic database of each employee in the bargaining unit (both active members and non-members). This list includes employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, and residential address.
3. The District shall monthly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave, retires, is laid off, resigns, or changes their name.

F. INDEMNIFICATION

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations. 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.

G. DUES AUTHORIZATION

Bargaining unit members who wish to withdraw authorization for dues deduction must notify the Oregon Education Association (OEA) in writing between September 1 and September 30 of the membership year for which the authorization is to be cancelled, as per OEA policy. OEA shall notify the District when a bargaining unit member should no longer have dues deducted.

ARTICLE 25

FUNDING OF THE AGREEMENT

The parties agree that the revenue needed to fund the compensation provided by this Agreement must be provided by action of the State Legislature and must be approved by established budget procedure. The District agrees not to modify the compensation specified in this agreement unless mutually agreed to by the Association and the District. Negotiations to modify the compensation provided by this agreement may be initiated by written notice of either party upon the other party.

ARTICLE 26

PART-TIME TEACHERS

- A. A part-time teacher shall be recognized as any bargaining unit member employed less than full-time.
- B. Part-time teachers who are required to participate in all day in-service shall receive additional pay for hours worked beyond their contracts. They shall participate in scheduled workdays according to their contractual requirements.
- C. Part-time teachers shall be appropriately placed on the Salary Schedule, receiving prorated salaries and leave benefits and one (1) step increment for each year of service.
- D. The District shall attempt to schedule part-time teachers' time and/or teaching periods consecutively.
- E. The full-time equivalency and salary proration of a part-time teacher shall be determined by comparing the time worked, concluding allowances for prep time and lunch time, to the hours of a full-time teacher ($7\frac{3}{4}$)

ARTICLE 27

JOB SHARING

A. DEFINITIONS:

1. Job sharing shall refer to two (2) bargaining unit members sharing one (1) full-time position when the two teachers share all of the following:
 - a. same students;
 - b. same classroom, and;
 - c. a dependency for coordinating/planning curriculum.
2. Job sharing shall be available to current licensed staff members.
 - a. Full-time employees who enter into a job share shall be considered to be on half-time leave and shall retain all rights to return to full-time status after the term of the job share.
 - b. Part-time teachers already employed by the District shall maintain their part-time status for the duration of the job share. They have rights to only a part-time position when the job share ends.
 - c. Teachers newly hired into a job share position shall be considered part-time teachers.

B. APPLICATION

1. Any assignment openings shall be available to licensed staff or those who have previously taught in the District, who have indicated in writing to the District by March 1 of the year preceding the year in which they desire to job share.
2. By March 1 of the year preceding the year in which they desire to job share the teachers will present to the District a request to job share and a plan on how time and responsibilities are to be divided. This shall include, but not be limited to, attendance at regular staff meetings, District meetings that teachers as a body are normally required to attend, parent conferences, hours, etc. This plan will be reviewed and concurrence between the teachers and District will be reached by April 1. Granting or denial of the job sharing request shall be made by April 15.
3. Job sharing teachers must jointly contact the District by March 1, if they desire to renew the job sharing of the following year. The District shall retain the right to grant or refuse such renewal. Renewal or denial of a job sharing agreement will be made by March 15.

C. COMPENSATION

1. Job sharing teachers working half-time or more shall be placed on the teachers' salary schedule, receive (1) one step increment for each year of service and be moved laterally and vertically for advanced degrees or longevity consistent with ARTICLE 21.
2. Job sharing teachers shall receive a prorated amount of salary and leave benefits.

D. RIGHTS

If a job sharer, who was a full-time teacher before the acceptance of job sharing, wishes to increase from part-time job sharing to full-time, he/she may do so by notifying the District by March 1 of the year previous to the year he/she wishes to return to full-time teaching. This right shall not continue after the teacher chooses contracted part-time status at the end of the third year of job sharing.

E. SUBSTITUTION

Job sharers may substitute for each other whenever possible and shall be paid at their contractual rate.

ARTICLE 28

SITE BASED DECISION-MAKING

A. MEMBERSHIP

The Site Council when established shall include those persons as identified by law (ORS 336.745) for the purpose of staff involvement in the facilitation of decision making for site based instructional improvement.

B. GOVERNANCE

1. The building Site Council shall have jurisdiction over any site committee-initiated state-funded site grant received by the building and other instructional projects.
2. Any employee-based decision made by the Site Council shall be in compliance with law, District policy, and the bargaining agreements. Alteration, amendments, modification to those documents shall not be made unless approved by the jurisdiction responsible for their enforcement or maintenance.
3. The Site Council chair shall be elected by a majority of the Site Council members. The Site Council shall determine the time and place of its meetings and shall maintain a record of each meeting. Teacher members on the Site Council shall be selected by a secret ballot election coordinated by the MREA building representative(s) and principal.

C. TRAINING AND RESOURCES

1. Training for each beginning committee and their continuation shall be provided by the District to maintain site councils so long as they are required by law. The Site Council may determine the content and structure of the training provided they meet legal requirements and budget.
2. When Site Council meetings or training cannot be conducted during the regular workday, Site Council members shall, at the District's sole discretion, be:
 - a. compensated under the provisions of Article 6 A.2. (Curriculum Rate) or;
 - b. receive comp time.

ARTICLE 29

SUMMER SCHOOL PROGRAM

- A. All summer school openings shall be announced by the District prior to being filled. Any bargaining unit member is welcome to apply. Summer school work is strictly voluntary.
- B. The number of hours per day and number of weeks of summer school shall be determined by the District.
- C. Pay for summer school work shall be the member's regular hourly rate for credit classes and \$45.00 per hour for all other classes.
- D. Preparation time for credit classes shall be provided at a ratio of one (1) hour of prep time for three (3) hours of class time. Prep time may be provided for other classes.

ARTICLE 30

GRANTS

- A. Teachers will be provided information about a grant and its impact on the entire school before being asked to sign a grant application.
- B. Teachers retain the right to sign or not to sign grant applications that require teacher support.
- C. No teacher shall suffer disciplinary action or negative evaluation for refusing to sign a grant application.
- D. All terms and conditions of any grant application shall be consistent with the terms and conditions of the MREA contract, in so far as they apply to bargaining unit members.
- E. A copy of any grant received by the District that involves one or more MREA members will be provided to the MREA President prior to any implementation of the grant.
- F. MREA members desiring to apply for grant funds for any initiative that benefits the District or its students must receive approval from the Superintendent or designee prior to any submission of the grant application.
- G. Any equipment received as part of a teacher-initiated grant application will be the sole property of the Molalla River School District.

ARTICLE 31

TERMS AND CONDITIONS

- A. If any provision of this 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 restricted by any such tribunal, the remainder of the Agreement shall not be affected thereby. If any provision is held to be invalid, upon request of either party, the parties shall immediately enter into negotiations for a replacement to such provision.
- B. To the extent that this Agreement is inconsistent with the policies or standard practices of the District, the Agreement shall control.
- C. Any individual contract between the Board and a teacher executed during the term of this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- D. NO STRIKE-NO LOCKOUT During the term of this agreement, the Association expressly agrees that it will not engage in, participate, encourage, or sanction any strike, work stoppage or interruption of services in this District by bargaining unit employees for any reason. The District agrees not to lock out any employees during the terms of this agreement.

ARTICLE 32

SEVERABILITY

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, the remainder of the agreement shall not be affected by it. The parties shall enter into negotiations for the purposes of attempting to arrive at a mutually satisfactory replacement for a provision declared unlawful.

ARTICLE 33

DURATION OF THE AGREEMENT/SIGNATURES

- A. This Agreement shall be in effect from July 1, 2022 through June 30, 2024. The parties agree to enter into collective bargaining for a successor agreement no later than March 1st preceding the expiration of the contract.
- B. This Agreement may be modified in whole or in part by written mutual agreement of the parties at any time during the life of the Agreement.
- C. Having each ratified this contract, the parties have authorized their representatives to sign their acceptance of same.

For the District:



Tony Mann, Superintendent

Nov. 28, 2022
Date



Linda Eskridge, Board Chair

12/8/2022
Date

For MREA:



Karen Spies, OEA Consultant

12/13/2022
Date



Jeff Claxton, President

12/15/2022
Date

APPENDIX A-1

MOLALLA RIVER SALARY SCHEDULE

2022-2023

| Current Step | BA | BA+30 | BA+45 | BA+60 MA | BA+75 MA+15 | BA+90 MA+30 | BA+105 MA+45 |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 1 | | | | | | |
| 2 | \$46,244 | \$48,893 | \$50,216 | \$51,541 | \$52,865 | \$54,190 | \$55,514 |
| 3 | \$48,340 | \$50,989 | \$52,314 | \$53,638 | \$54,962 | \$56,287 | \$57,611 |
| 4 | \$50,438 | \$53,086 | \$54,411 | \$55,735 | \$57,060 | \$58,384 | \$59,709 |
| 5 | \$52,535 | \$55,184 | \$56,508 | \$57,833 | \$59,156 | \$60,480 | \$61,805 |
| 6 | \$54,631 | \$57,280 | \$58,604 | \$59,929 | \$61,253 | \$62,578 | \$63,902 |
| 7 | \$56,728 | \$59,377 | \$60,702 | \$62,026 | \$63,351 | \$64,675 | \$65,999 |
| 8 | \$58,826 | \$61,474 | \$62,799 | \$64,123 | \$65,448 | \$66,772 | \$68,097 |
| 9 | \$60,922 | \$63,571 | \$64,895 | \$66,220 | \$67,544 | \$68,868 | \$70,193 |
| 10 | \$62,446 | \$65,668 | \$66,992 | \$68,317 | \$69,641 | \$70,966 | \$72,290 |
| 11 | \$64,007 | \$67,765 | \$69,090 | \$70,414 | \$71,739 | \$73,063 | \$74,387 |
| 12 | \$66,247 | \$69,862 | \$71,186 | \$72,510 | \$73,835 | \$75,159 | \$76,484 |
| 13 | \$68,565 | \$71,959 | \$73,283 | \$74,608 | \$75,932 | \$77,257 | \$78,581 |
| 14 | | \$74,478 | \$75,381 | \$76,705 | \$78,029 | \$79,354 | \$80,678 |
| 15 | | \$77,084 | \$78,019 | \$78,801 | \$80,126 | \$81,450 | \$82,775 |
| 16 | | | \$80,750 | \$81,560 | \$82,931 | \$84,301 | \$85,672 |
| 17 | | | | \$84,414 | \$85,834 | \$87,251 | \$88,671 |

Employee pays pre-tax 6% PERS.

APPENDIX A-2

MOLALLA RIVER SALARY SCHEDULE

2023-2024

| Current Step | BA | BA+30 | BA+45 | BA+60 MA | BA+75 MA+15 | BA+90 MA+30 | BA+105 MA+45 |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 1 | | | | | | |
| 2 | \$48,093 | \$50,848 | \$52,225 | \$53,603 | \$54,980 | \$56,358 | \$57,735 |
| 3 | \$50,274 | \$53,029 | \$54,407 | \$55,784 | \$57,161 | \$58,539 | \$59,915 |
| 4 | \$52,455 | \$55,209 | \$56,587 | \$57,964 | \$59,342 | \$60,719 | \$62,097 |
| 5 | \$54,636 | \$57,391 | \$58,768 | \$60,146 | \$61,523 | \$62,900 | \$64,278 |
| 6 | \$56,817 | \$59,571 | \$60,948 | \$62,326 | \$63,703 | \$65,081 | \$66,458 |
| 7 | \$58,997 | \$61,752 | \$63,130 | \$64,507 | \$65,885 | \$67,262 | \$68,639 |
| 8 | \$61,179 | \$63,933 | \$65,311 | \$66,687 | \$68,065 | \$69,442 | \$70,820 |
| 9 | \$63,359 | \$66,114 | \$67,491 | \$68,869 | \$70,246 | \$71,623 | \$73,001 |
| 10 | \$64,943 | \$68,295 | \$69,672 | \$71,050 | \$72,427 | \$73,805 | \$75,181 |
| 11 | \$66,567 | \$70,475 | \$71,853 | \$73,230 | \$74,608 | \$75,985 | \$77,362 |
| 12 | \$68,897 | \$72,657 | \$74,034 | \$75,411 | \$76,789 | \$78,166 | \$79,544 |
| 13 | \$71,308 | \$74,838 | \$76,214 | \$77,592 | \$78,969 | \$80,347 | \$81,724 |
| 14 | | \$77,457 | \$78,396 | \$79,773 | \$81,150 | \$82,528 | \$83,905 |
| 15 | | \$80,168 | \$81,140 | \$81,954 | \$83,332 | \$84,708 | \$86,086 |
| 16 | | | \$83,980 | \$84,822 | \$86,248 | \$87,673 | \$89,099 |
| 17 | | | | \$87,791 | \$89,267 | \$90,741 | \$92,218 |

Employee pays pre-tax 6% PERS.

APPENDIX A-3

MOLALLA RIVER SALARY SCHEDULE

2024-2025

| Current Step | BA | BA+30 | BA+45 | BA+60 MA | BA+75 MA+15 | BA+90 MA+30 | BA+105 MA+45 |
|--------------|----------|----------|----------|-------------|----------------|----------------|-----------------|
| | 1 | | | | | | |
| 2 | \$50,017 | \$52,882 | \$54,314 | \$55,747 | \$57,179 | \$58,612 | \$60,044 |
| 3 | \$52,285 | \$55,150 | \$56,583 | \$58,015 | \$59,447 | \$60,880 | \$62,312 |
| 4 | \$54,554 | \$57,418 | \$58,851 | \$60,283 | \$61,716 | \$63,148 | \$64,581 |
| 5 | \$56,821 | \$59,687 | \$61,119 | \$62,552 | \$63,984 | \$65,416 | \$66,849 |
| 6 | \$59,089 | \$61,954 | \$63,386 | \$64,819 | \$66,251 | \$67,685 | \$69,117 |
| 7 | \$61,357 | \$64,222 | \$65,655 | \$67,087 | \$68,520 | \$69,952 | \$71,384 |
| 8 | \$63,626 | \$66,490 | \$67,923 | \$69,355 | \$70,788 | \$72,220 | \$73,653 |
| 9 | \$65,894 | \$68,759 | \$70,191 | \$71,624 | \$73,056 | \$74,488 | \$75,921 |
| 10 | \$67,541 | \$71,027 | \$72,459 | \$73,892 | \$75,324 | \$76,757 | \$78,189 |
| 11 | \$69,230 | \$73,294 | \$74,727 | \$76,159 | \$77,593 | \$79,025 | \$80,457 |
| 12 | \$71,653 | \$75,563 | \$76,995 | \$78,427 | \$79,860 | \$81,292 | \$82,725 |
| 13 | \$74,160 | \$77,831 | \$79,263 | \$80,696 | \$82,128 | \$83,561 | \$84,993 |
| 14 | | \$80,555 | \$81,532 | \$82,964 | \$84,396 | \$85,829 | \$87,261 |
| 15 | | \$83,375 | \$84,386 | \$85,232 | \$86,665 | \$88,097 | \$89,530 |
| 16 | | | \$87,339 | \$88,215 | \$89,698 | \$91,180 | \$92,663 |
| 17 | | | | \$91,302 | \$92,838 | \$94,371 | \$95,906 |

Employee pays pre-tax 6% PERS.

APPENDIX B-1

MOLALLA RIVER SCHOOL DISTRICT 2022-2023 EXTRA DUTY SCHEDULE /HIGH SCHOOL ACTIVITIES

| Group | Sport or Activity | 1-3 years | 4 + years |
|-----------|--|------------|------------|
| Class I | Head Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Swimming, Baseball, Softball, Track, Golf, and Tennis Band Choral Director Drama Coach FFA Advisor | \$5,550.00 | \$6,741.00 |
| Class II | Head Coaches for: Strength & Conditioning, Cheer, Activities Coordinator, and Robotics Coach Assistant Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Baseball, Softball, Track, Golf, and Tennis Dance | \$3,903.00 | \$4,727.00 |
| Class IIb | FBLA Advisor | \$3,390.00 | \$4,112.00 |
| Class III | Yearbook Advisor | \$2,793.00 | \$3,392.00 |
| Class IV | Assistant Cheer Coach | \$2,057.00 | \$2,467.00 |
| Class V | National Honor Society Thespians Department Heads Other Small Club Advisors – Key Club, Creative Writing, National Art Society, Book Club, Culture Club | \$1,130.00 | \$1,438.00 |
| Class VI | Class Advisors Blood Drive Advisor Prom Advisor Academic Letter Award Advisor | \$308.00 | \$411.00 |

APPENDIX B-2

MOLALLA RIVER SCHOOL DISTRICT 2023-2024 EXTRA DUTY SCHEDULE /HIGH SCHOOL ACTIVITIES

| Group | Sport or Activity | 1-3 years | 4 + years |
|-----------|--|------------|------------|
| Class I | Head Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Swimming, Baseball, Softball, Track, Golf, and Tennis Band Choral Director Drama Coach FFA Advisor | \$5,772.00 | \$7,011.00 |
| Class II | Head Coaches for: Strength & Conditioning, Cheer, Activities Coordinator, and Robotics Coach Assistant Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Baseball, Softball, Track, Golf, and Tennis Dance | \$4,059.00 | \$4,916.00 |
| Class IIb | FBLA Advisor | \$3,526.00 | \$4,276.00 |
| Class III | Yearbook Advisor | \$2,905.00 | \$3,528.00 |
| Class IV | Assistant Cheer Coach | \$2,139.00 | \$2,566.00 |
| Class V | National Honor Society Thespians Department Heads Other Small Club Advisors – Key Club, Creative Writing, National Art Society, Book Club, Culture Club | \$1,175.00 | \$1,496.00 |
| Class VI | Class Advisors Blood Drive Advisor Prom Advisor Academic Letter Award Advisor | \$320.00 | \$427.00 |

APPENDIX B-3

MOLALLA RIVER SCHOOL DISTRICT 2024-2025 EXTRA DUTY SCHEDULE /HIGH SCHOOL ACTIVITIES

| Group | Sport or Activity | 1-3 years | 4 + years |
|-----------|--|------------|------------|
| Class I | Head Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Swimming, Baseball, Softball, Track, Golf, and Tennis Band Choral Director Drama Coach FFA Advisor | \$6,003.00 | \$7,291.00 |
| Class II | Head Coaches for: Strength & Conditioning, Cheer, Activities Coordinator, and Robotics Coach Assistant Coaches for: Football, Cross Country, Volleyball, Soccer, Basketball, Wrestling, Baseball, Softball, Track, Golf, and Tennis Dance | \$4,221.00 | \$5,113.00 |
| Class IIb | FBLA Advisor | \$3,667.00 | \$4,447.00 |
| Class III | Yearbook Advisor | \$3,021.00 | \$3,669.00 |
| Class IV | Assistant Cheer Coach | \$2,225.00 | \$2,669.00 |
| Class V | National Honor Society Thespians Department Heads Other Small Club Advisors – Key Club, Creative Writing, National Art Society, Book Club, Culture Club | \$1,222.00 | \$1,556.00 |
| Class VI | Class Advisors Blood Drive Advisor Prom Advisor Academic Letter Award Advisor | \$333.00 | \$444.00 |

APPENDIX C-1

2022-2023

ELEMENTARY AND MIDDLE SCHOOL ACTIVITIES/EXTRA DUTY SCHEDULE

| POSITION | PAY |
|--|------------|
| Head Coach/Intramural Head Coach_____ | \$2,877.00 |
| Middle School Athletic Director_____ | \$2,877.00 |
| Asst. Coach, Dance Team, Student Council, Drama_____ | \$2,057.00 |
| Middle School Robotics Coach | |
| Middle School Department Heads_____ | \$1,284.00 |
| Yearbook Advisor_____ | \$2,057.00 |
| Elementary Music_____ | \$1,552.00 |
| Middle School Choir_____ | \$477.00 |
| Outdoor School Participants_____ | \$411.00 |
| (per night of student supervision) | |

Elementary and Middle After-School Enrichment - Curriculum Rate/Hour

| TAG Building Coordinators and Building Technology Leads | | |
|---|---------------|------------|
| Elementary School & SPED/DO | <300 students | \$1,194.00 |
| Elementary School | >300 Students | \$1,552.00 |
| Middle School | | \$1,552.00 |
| High School | | \$2,925.00 |

APPENDIX C-2

2023-2024

ELEMENTARY AND MIDDLE SCHOOL ACTIVITIES/EXTRA DUTY SCHEDULE

| POSITION | PAY |
|--|------------|
| Head Coach/Intramural Head Coach_____ | \$2,992.00 |
| Middle School Athletic Director_____ | \$2,992.00 |
| Asst. Coach, Dance Team, Student Council, Drama_____ | \$2,139.00 |
| Middle School Robotics Coach | |
| Middle School Department Heads_____ | \$1,335.00 |
| Yearbook Advisor_____ | \$2,139.00 |
| Elementary Music_____ | \$1,614.00 |
| Middle School Choir_____ | \$496.00 |
| Outdoor School Participants_____ | \$427.00 |
| (per night of student supervision) | |

Elementary and Middle After-School Enrichment - Curriculum Rate/Hour

| TAG Building Coordinators and Building Technology Leads | | |
|---|---------------|------------|
| Elementary School & SPED/DO | <300 students | \$1,242.00 |
| Elementary School | >300 Students | \$1,614.00 |
| Middle School | | \$1,614.00 |
| High School | | \$3,042.00 |

APPENDIX C-3

2024-2025 ELEMENTARY AND MIDDLE SCHOOL ACTIVITIES/EXTRA DUTY SCHEDULE

| <u>POSITION</u> | <u>PAY</u> |
|--|------------|
| Head Coach/Intramural Head Coach_____ | \$3,112.00 |
| Middle School Athletic Director_____ | \$3,112.00 |
| Asst. Coach, Dance Team, Student Council, Drama_____ | \$2,225.00 |
| Middle School Robotics Coach | |
| Middle School Department Heads_____ | \$1,388.00 |
| Yearbook Advisor_____ | \$2,225.00 |
| Elementary Music_____ | \$1,679.00 |
| Middle School Choir_____ | \$516.00 |
| Outdoor School Participants_____ | \$444.00 |
| (per night of student supervision) | |

Elementary and Middle After-School Enrichment - Curriculum Rate/Hour

| TAG Building Coordinators and Building Technology Leads | | |
|---|---------------|------------|
| Elementary School & SPED/DO | <300 students | \$1,292.00 |
| Elementary School | >300 Students | \$1,679.00 |
| Middle School | | \$1,679.00 |
| High School | | \$3,164.00 |



Memorandum of Understanding

Molalla River School District and Molalla River Education Association

Purpose:

- In recognition of the fact that many MREA members depleted their sick leave balances during the COVID-19 pandemic, the District and MREA agree that members will have a choice regarding whether to receive a payout for any full remaining personal days on the final June payroll in 2023, 2024, and 2025 or have any full remaining personal days added to their sick leave accruals for the following year.

Action:

- Members will automatically be paid out for any full remaining personal days on the final June payroll in each of the three years of the current agreement unless they notify the district by June 1 that they wish to have their full remaining personal leave days added to their sick leave accruals for the following year.

Notification to the district indicating the preference to convert full remaining personal leave days to sick leave days will be by sending an email to human.resources@molallariv.k12.or.us no later than June 1st.

- MREA will notify its members of this required action.

Duration:

- This MOU will be in effect for the duration of the 2022-2025 MREA collective bargaining agreement (July 1, 2022 – June 30, 2025). At the end of the term of this MOU, the language in Article 16 – Paid Leaves, A. Personal-Business-Emergency Leave, #5:

“Teachers will be paid out at full value, at the member’s contracted daily rate, for any full remaining personal leave days on the final June payroll each year.”

will be followed unless new language is agreed to in successor bargaining:

Both the District and the Association understand that these actions are being taken in recognition of the fact that many members depleted their sick leave balances during the COVID-19 pandemic. This agreement does not create precedence for future actions.



Tony Mann – MRSD

Nov. 28, 2022

Date



Jeff Claxton – MREA

1/4/23

Date