

Agreement Between

Ontario Oregon Education Association

and

Ontario No. 8C Board of Directors

July 1, 2021 – June 30, 2025

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**Collective Bargaining Agreement
Between
School District No. 8C
and
The Ontario Oregon Education Association**

Preamble

This agreement entered into this 28th day of June, 2021, by and between Ontario School District 8C, Ontario, Oregon, and the Ontario Oregon Education Association is intended to set forth the full agreement between the parties in respect to employment relations between the parties and is the agreement reached pursuant to the collective bargaining process.

Witnesseth:

Article 1 — Recognition

A. The Board recognizes the Ontario Oregon Education Association as the bargaining representative on wages, hours, and conditions of employment for full-time and part-time (half-time or more) and temporary (half-time or more) licensed teaching personnel employed by the District during the school year. The determination of half-time shall be made related to the number of hours during the year the teacher is anticipated to be employed compared to the number of hours a full-time teacher is employed except that teachers hired after the beginning of the school year as one-to-one direct replacements for full-time equivalent positions shall be considered full-time regardless of annual hours worked. This provision will not change the temporary contract status of teachers hired after the beginning of the school year.

B. Exclusions:

Specifically excluded from this contract are all supervisors, administrators, confidential employees, athletic director, substitute teachers, and teachers teaching less than one-half (1/2) time.

Substitute teachers are defined as those hired to temporarily replace a bargaining unit employee who is on an approved paid or unpaid leave of absence. A substitute position becomes a temporary after sixty-five (65) consecutive workdays, except that, if there is a reasonable expectation that the position will not extend an additional thirty (30) days, the District may continue the position as a substitute position. If the position does extend thirty (30) days or more, the position will be treated as a temporary and the teacher will receive pay retroactive to the sixty-sixth (66th) day (assuming it is the same teacher).

Article 2 — District Rights

The Board, on its own behalf and on behalf of the electors of the Ontario School District, hereby retains and reserves unto itself all powers, rights and authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. The above management rights are only limited by the specific provisions of this Agreement.

Article 3 — Association Rights

- A. The Board authorizes up to a total of six (6) noncumulative days per year paid leave to members of the unit for transacting Association business directly related to contract negotiations, and/or administration of this Agreement or its successor. Teachers to whom such leaves shall be granted will be designated by the Association president. Effective with this Agreement, the District will no longer provide paid leave for employees to attend Representative Assembly meetings. In addition, the District agrees to provide four (4) days of unpaid leave to attend to Association business (i.e., including Representative Assembly).
- B. School facilities may be used for Association meetings at a reasonable time during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that the custodial staff is on duty. Duty hours are defined in Article 7.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes including email as it deems necessary. Use of mail boxes and email by the Association must follow District guidelines for use. Use of email for general mailings to unit members will not be unreasonably denied by the administration. The Association shall be provided with the use of a bulletin board in each faculty room for the purpose of posting notices to the staff.
- D. Teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the District through representatives of their own choosing.
- E. Upon request, the District will furnish District information necessary for the purpose of collective bargaining. However, information which under law is considered confidential shall not be furnished except as permitted by law. The District may charge a reasonable fee for preparing and copying materials.
- F. The Association shall have the right to use school facilities and equipment during non-duty hours by arrangement with the building administrator charged with the responsibility for that facility and equipment and when such facilities and equipment are not needed for normal educational use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for repairs necessitated as a result thereof.
- G. Whenever any teacher is required by the District to participate in negotiations, grievance proceedings, conferences or meetings during working hours, the teacher shall suffer no loss in pay.

Article 4 — Employees' Rights

- A. Teachers shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without approval of the teacher except through formal action of the Board. If and when a grade is changed by formal action of the Board, the District will accept full responsibility for such change.
- B. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health, safety or well-being. Pursuant to ORS 654.001 to 654.295, responsibility for safety and healthful working conditions has been designated therein.
- C. An employee shall be entitled to have a representative present at any meeting of an investigatory nature which the employee reasonably believes might lead to disciplinary action. An employee will be given a reasonable opportunity to obtain a representative. If an employee cannot obtain a representative within a reasonable time, and if the Association president is

available, she / he will be released to attend the meeting. This does not include meetings of a supervisory nature where the meeting is designed to improve work performance.

- D. Any verbal reprimand of an employee by a supervisor, administrator or other agent of the District shall be made in confidence and not in the presence of students, parents of students, other employees or at public gatherings.
- E. The Board, with the assistance of teachers and administrators, shall select textbooks and other instructional materials for each grade and subject field. Teachers may appeal administrative decisions concerning instructional materials to the Board.
- F. The personal life of a teacher is not of concern to the District unless it affects the person's ability to teach. The District reserves the right, however, to address situations involving off-duty criminal activity or use of illegal drugs.

Article 5 — Teacher Discipline

- A. Rules and regulations governing teacher conduct and performance shall be reasonable and enforcement of teacher discipline shall be fair and just with the generally accepted rights of due process afforded to the individual. Those rights include, but are not limited to: the right to written charge(s) the right to respond to charge(s), and the right to representation. In cases where discipline would be a matter of record, 24 hours' prior written notice will be given.
- B. The dismissal or non-renewal of a probationary bargaining unit member shall be excluded from the above and such individuals shall have only those rights afforded by Oregon Law. Before the District non-renews or dismisses a third year probationary employee for inadequate performance, a Program of Assistance for Improvement will be implemented in attempt to further assist the employee in meeting and maintaining established performance standards.

Article 6 — Nondiscrimination

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, disability, membership or non-membership in the Association.

Article 7 — School Calendar / Employee Work Year / Days and Preparation Time

- A. It is recognized that the Board has the right to set the school calendar.
- B. The Association President, or their designee, shall be invited to participate on a District Calendar Committee and shall assist in drafting the initial District calendar(s).
- C. The school work year for employees shall be within the confines of the school calendar and shall not exceed one hundred ninety-one (191) days, with the exception of secondary counselors not to exceed (206) days. Included in the 191-day contract are:

- 176 Student contact days
- 5 Paid holidays: Labor Day, Veterans Day, Thanksgiving Day, Martin Luther King Day and Memorial Day;
- 10 Non student contact days. Six (6) days will be designated as teacher preparation days,

including two (2) days scheduled prior to school opening and one (1) day scheduled at the end of each grading period. Four (4) non-student contact days will be used and scheduled at the discretion of the Board.

- D. The employee regular workday shall be no longer than (7½) hours. In addition, each employee shall have a duty-free lunch period of no fewer than thirty (30) minutes and not more than one hour. Duty-free lunch periods scheduled for more than 30 minutes must be agreed to by the employee. Employees may be asked to supervise students during a lunch period while on field trips, field days or other nonstandard events throughout the school year, thus resulting in a non-duty-free lunch period on those days.

The starting and dismissal time for individual schools may vary from one building to another throughout the District.

- E. Each employee shall be guaranteed uninterrupted preparation time to be used at the teacher's discretion for educational planning and preparation. However, special events such as field trips, state testing or other activities planned by building administration that lead to non-regular scheduled class periods may result in no designated prep period that day. If special events planned by building administration are scheduled during the work week resulting in no designated prep period of more than one (1) day, the building principal will consult and reach an agreement with the building association representative. In the event an agreement cannot be reached, the superintendent will be consulted.

1. High school and middle school teachers shall have one (1) of their regularly assigned periods for planning each day. Not more than one preparation period per week may be required for either administrative, team or departmental meetings; however, administrative meetings shall be limited to one per month during a preparation period.
2. Elementary teachers shall have no fewer than two hundred fifty-five (255) minutes for preparation each five (5) day week, with no fewer than four (4) preparation periods of forty-five (45) consecutive uninterrupted minutes and one preparation period of thirty (30) minutes per five-day week. Staff absences or unforeseen events may preclude the aforementioned weekly prep time.

- F. On student day Fridays or on student days preceding holidays or vacation, the teachers' day schedule shall end ten (10) minutes after the close of the pupils' day and following their departure. On days preceding a Friday in-service, the teacher's day shall end ten (10) minutes after the regular close of the pupil's day and following their departure.

- G. When schools are closed early due to an emergency or inclement weather, employees in the bargaining unit shall be permitted to leave immediately after students have left the premises and will suffer no loss of pay or benefits. When schools are closed because of inclement weather, ice, snow, other emergencies or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits. However, the District reserves the right to make up student contact hours without additional pay.

- H. Meetings, Activities, or Events Required Outside of Regular Workday

Employees may be required to attend previously scheduled events, meetings or activities outside their normally scheduled workday as directed by the building principal or designee. Attendance at up to three of these events may be required of all staff with trade time given as compensation. A total of six hours of trade time for these events shall be credited to each employee at the beginning of each school year. The use of such trade time is defined in item 3 below. These required events shall be in addition to parent teacher conferences.

1. Such required events, meetings or activities may be scheduled only by and through the building principal or designee, with as much advance notice as possible.
2. The building principal or designee will designate each event, meeting or activity under this section as one of the following:
 - a. one of the “up to three” required events, meetings or activities which each teacher may be required to attend over the course of the year; or,
 - b. an event, meeting or activity for which the teacher may elect to participate and will be given “trade time” as described in section 3 below; or
 - c. an event, meeting or activity for which the teacher will be paid the customary Special Instruction rate to compensate for the time.
3. “Trade time” is an even exchange of time for the teacher’s attendance at an event, meeting or activity as described in 2a and 2b, above. Teachers may use their accrued trade time during their regularly scheduled prep time or at other times during the workday when they are not responsible for students, excluding inservice days. Trade time shall not be utilized when a previously scheduled event, meeting or activity has been scheduled during the workday.

Teachers who have scheduled “trade time” shall not be denied the time if the event, meeting or activity was not previously scheduled at the time of the trade time request. Teachers must notify the building principal of their use of trade time.

Such trade time should be used during the academic year. However, if a teacher is unable to use all accumulated trade time during the academic year, trade time from one academic year may be carried over to the following academic year, not to exceed a balance of thirty-two (32) hours.

Teachers will document the above time uses as prescribed by the District.

4. Events scheduled outside of the normal work week (Monday through Friday) and/or on holidays will be volunteer only events for staff to attend. Exceptions to this are extra-duty positions as outlined in Article 19.
- I. Employees required to participate in multi-disciplinary team meetings or IEP meetings related to formulation or implementation of special education services will receive advance notice, except in case of emergency.

Article 8 — Teacher Evaluation

- A. All employees will be evaluated in accordance with the District's evaluation handbook. The District shall not change the evaluation handbook before first receiving recommendations from an evaluation committee, which shall include an equal number of bargaining unit members, appointed by the OOEA, and District representatives.
- B. At the beginning of the school year, an electronic and/or hard copy of the District's evaluation procedure, forms and all relevant materials (including the appropriate job descriptions and performance standards) will be provided to each teacher.
- C. All observations of the work performance of an employee will be conducted openly and with full knowledge of the teacher.

- D. Teachers shall receive at least twenty-four (24) hours notice of visual and/or audio recordings of them in the performance of their duties.
- E. A pre-observation and post-observation conference will be held with the teacher for all Formal observations. A post-observation conference will be held with the teacher for all Informal observations.
- F. Student performance data shall not be used as the only criteria for licensed employee evaluations.
- G. The teacher shall be provided a copy of the completed written evaluation.
- H. Evaluation reports shall be placed in the teacher's file only after reasonable notice to the teacher. The employee's signature serves as reasonable notice. Refusal to sign will not prevent the evaluation from being placed in the file.
- I. A teacher has the right to make a written statement relating to the evaluation and such statement shall be attached to the evaluation in his/her personnel file.
- J. Program of Assistance for Improvement: A Program of Assistance for Improvement may be initiated, as determined necessary by the administration. The plan shall be in writing and shall include, as a minimum:
 - 1. The specific deficiencies, which shall be limited to no more than five (5) standards of performance;
 - 2. The required improvements that must take place;
 - 3. A written timeline for the program for improvement of instruction;
 - 4. A discussion with the teacher before implementation and the plan shall be signed by the teacher and administrator;
 - 5. The teacher and administration will be allowed to have representation at the meeting as the plan is discussed. The teacher shall be limited to a representative of or assigned by the Association.

Article 9 — Dues and Payroll Deduction

- A. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for approved deductions and those required by law, including insurance, credit union, annuities, Association dues and any other plans or programs jointly approved by the Association and the board.
- B. Any employee who is a member of the Association may authorize deductions of membership dues in the Association (Local, OEA/NEA). Appropriate written request to deduct membership dues from an employee's salary is accomplished by the employee providing the Association with written authorization to deduct dues from the employee's monthly salary. The Association shall provide evidence of such authorization to the District which evidence will be retained and filed by the District. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct and remit the monthly dues from the regular salary check of the employee each month, beginning in October of each year. (Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June).

- C. An employee may withdraw from membership payroll deductions by writing a letter to the office of the Association and to the office of Personnel and delivering between August 1 and October 1 of any year.

The Association will hold the District harmless for any claims or suits instituted against the District for Association membership dues deductions provided the District properly implements the deduction process as outlined in this agreement.

- D. Employee Information

By October 1 of each school year, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes first date of service, FTE, classification or title, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within 45 days of hire.

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

Article 10 — Vacancies / Transfers / Assignments

- A. **Definitions**

1. Transfer – A transfer is a change of assignment that requires a teacher to move to another school.
2. Vacancy – A vacancy is a position the District determines is open and the District intends to fill.
3. Reassignment – A reassignment is a change of grade level or subject within the school. A reassignment is not a transfer and does not require posting.

- B. **Posting of Vacancies**

Notice of vacancies for bargaining unit positions which occur during the school year will be posted in each school building on the bulletin board designated for Association communications for a minimum of seven (7) calendar days before the position is filled.

- C. **Summer Vacancies**

Vacancies which occur during the summer months will be posted for a minimum of seven (7) calendar days at the District office and a copy sent to the Association president. An employee who wishes to be considered for a specific vacancy or assignment which might develop during the summer months may place this desire in writing and shall keep the District office informed at all times as to where he/she may be reached. If vacancies develop during the summer vacation, the District office will notify the employee, in writing, at the last address given by the employee of the vacancy and the timelines for filling the position.

- D. **Teacher-Initiated Transfers**

Any teacher desiring a transfer shall submit a request to the District office on or before April 15 for the following year. Applications for transfer must be renewed annually. If a vacancy becomes available for which a person is certified and has requested transfer, such person will

be considered for the vacancy. A person denied a voluntary transfer will be given the reason for the denial in writing. "Considered" means he/she will receive an interview. Where a teacher has interviewed in a building between April 15 and August 31 of the current school year, it will be at the discretion of the principal whether to grant another interview.

E. District-Initiated Transfers

1. District-initiated transfers are those in which a teacher is transferred at the initiation of the District.
2. When a District-initiated transfer is being considered, it will first be discussed in a meeting with the affected teacher.
3. An involuntary transfer will only be made after a meeting between the teacher and the building principal involved, at which time the teacher will be informed, in writing, of the reasons for the transfer and given an opportunity to discuss the change.
4. The teacher may request a meeting with the superintendent to discuss his/her dissatisfaction and may write a statement for his/her personnel file with a copy to the superintendent expressing such dissatisfaction.
5. When an involuntary transfer is necessary, a teacher's length of service in the District, certification, areas of competence and major or minor fields of study will be considered.

F. Current employees shall be given consideration when filling vacancies of existing or new positions. Consideration means the employee receives an interview and that the District will review, when filling vacancies, a teacher's length of service in the District, certification, areas of competence, major or minor fields of study and previous evaluations. (This list is not in priority order.) Employees will be notified within seven (7) days of the employee filling the existing or new position, including reasons for the decision.

G. Should a transfer be necessary after the beginning of the school year, two (2) days for moving and preparation shall be given. Additional time may be granted by the superintendent.

H. Reassignments

A teacher desiring a change of grade level or subject assignment within his / her building shall notify the principal of his / her desire for a reassignment. Reassignments are completed at the discretion of the building principal.

I. Assignments

All employees presently employed will be given their tentative assignment for the forthcoming year by June 1. If this assignment changes later than two (2) weeks prior to the beginning of the school year, two (2) release or paid days for moving and preparation shall be given. Additional time may be granted by the superintendent.

Article 11 — Sick Leave

A. Teachers who are absent because of personal illness shall receive compensation in accordance with the following provisions. For purposes of this article, an absence due to pregnancy, whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, shall be considered

a personal illness.

1. All teachers shall be granted ten (10) days' sick leave during each school year, pursuant to ORS 332.507. Such sick leave shall be credited to said teachers on the first teacher duty day of the fall semester. In cases where teachers begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each payroll month remaining in the school year.
2. Accumulation of sick leave shall be unlimited and shall be credited for retirement purposes in accordance with the appropriate Oregon Revised Statute.
3. The Board will permit a school employee to take up to seventy-five (75) days' sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the school employee has completed thirty (30) working days in the District.
4. Family Illness: The employee shall also be able to use any or all accumulated sick leave days for illness within the teacher's immediate family. "Immediate family" shall be interpreted to mean the employee's spouse, children or parents. In the event emergency conditions arise, an extension of this family illness leave shall be determined upon individual merit by the superintendent.
5. For purposes of determining retirement benefits, a school employee may transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.

B. Notification of Accumulated Sick Leave

Upon request, each teacher shall be given a written accounting of his/her use and accumulation of sick leave by September 20 each year.

- C. A sick leave bank shall be established with teacher voluntarily participating by donating one (1) day of sick leave to the bank. The choice for participation for current employees must be made within thirty (30) days of ratification of this Agreement or when the bank is exhausted. Only employees who donate can use the bank. Sick leave bank hours shall only be used by bargaining unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to injury or illness that is life threatening or that requires hospitalization of five (5) days or more. Sick leave days may be withdrawn from the bank only after all available leave has been used. Sick leave days withdrawn are limited to thirty (30) days per person. Should an employee be denied use of the sick bank and feels their circumstance meets the intent of the bank, an appeal can be made to the superintendent. The superintendent will consult with the association president in considering such appeal.

Article 12 — Paid Leave of Absence

Teachers shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year.

- A. **Personal:** Two (2) days' leave of absence for personal, business or household matters may be granted subject to the availability of a substitute. A third day of non-cumulative personal leave will be available provided that for this day only, the employee will have a salary deduction equivalent to the one day total substitute cost and that no reimbursement of unused days and

no roll over of unused days into the next year will be available for this day. Leave may be used in one-half (1/2) day increments. Notice to the teacher's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave (except in the case of an emergency). Said notice shall not state the reason for taking such leave other than that it is being taken under this section. This leave can be used during the last week of school if the teacher has no control over the event necessitating the leave. Otherwise, the use of personal leave during the last week of school is at the discretion of the principal with appeal rights to the superintendent. At the option of the teacher, unused personal leave days may be reimbursed by the District at one-half (1/2) the substitute rate and/or two (2) unused personal leave days may be rolled over into the next year. There is a four (4) day maximum of paid personal leave use during a year in this manner.

- B. **Bereavement:** Up to five (5) at any one time shall be available in the event of the death of a teacher's spouse, child, parent, grandparent, sibling, grandchild, in-laws in the aforementioned categories or any other member of the immediate household, and up to three (3) days at any one time in the event of the death of the teacher's aunts, uncles, nieces or nephews. Teachers may use one (1) sick day per year in the event of the death of a friend. Additionally, one (1) day of unpaid bereavement leave with no restrictions to teachers will be available in the event of a death after all other available leave has been exhausted. Unpaid bereavement leave may be extended under extenuating circumstances at the District's discretion. The District reserves the right to require verification of the need for bereavement leave.
- C. **Court Duty:** When a teacher is required to attend jury duty or as a subpoenaed witness before a court, legislative committee, judicial or quasi-judicial body, he/she will be continued at full salary for the period of required service. Witness or jury fees (up to the teacher's normal rate of pay minus expenses) shall be turned over to the District. However, such leave shall be without pay if the employee is:
1. Involved as a litigant against the District; or
 2. Appearing on behalf of an action being taken against the District.
- D. **Attendance at Professional Meetings:**
1. The administration encourages and will consider staff requests in arranging inservice courses, workshops, conferences, school or class visitations and programs designed to improve the quality of instruction.
 2. When a teacher makes a request and is granted or is required by the District to attend workshops, visit another school or attend conferences, registration and related expenses will be paid as per Article 14. Tuition for District-required courses will be paid by the District. The District reserves the right to require carpooling and mileage reimbursement for one individual should two (2) or more teachers attend the same function.

Article 13 — Unpaid Leaves of Absence

- A. An unpaid leave of absence of up to one (1) year may be granted to any contract teacher for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign, embassy and/or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such program; or a cultural, travel or work program related to his/her professional responsibilities; or for personal health reasons, provided

such employee states his/her intention to return to the school system. Requests for such leave shall be submitted in writing by April 1 for the Board's consideration.

- B. An unpaid leave of absence of up to one (1) year may be granted to a contract teacher upon application for the purpose of engaging in study related to his/her professional responsibilities. Requests for such leave shall be submitted in writing for the Board's consideration.
- C. An unpaid leave of absence of up to one (1) year may be granted to a contract teacher for the purpose of serving as an elected officer of the state association.
- D. An unpaid leave of absence not to exceed one (1) year may be granted to any contract teacher for the purpose of campaigning for his/her own candidacy or serving in an elected public office.
- E. All benefits to which a contract teacher was entitled at the time his/her unpaid leave of absence commenced, and which are currently in effect for contract teachers, as well as unused accumulated sick leave and accrued years toward developmental leave eligibility, shall be restored to him/her upon his/her return.
- F. Upon the contract teacher's return to the District, the District shall endeavor to place the certificated employee in the same or similar position as was vacated and shall advance the employee on the salary schedule.
- G. All extensions or renewals of unpaid leaves shall be applied for and granted or denied in writing. Failure to return to the District from an unpaid leave at its expiration will be considered a resignation, unless such leave has been extended by the Board.
- H. Unpaid maternity leave shall be granted upon request. A request for maternity leave and the length of time requested must be submitted to the superintendent fifteen (15) days in advance of the date said leave is to commence. The leave shall be granted for the remainder of the school year in which the baby is born. For births that occur during the summer months (June, July and August) such leave may be extended to the end of the first quarter or the end of the first semester. Any exceptions to the above must be with the superintendent's approval.

After having been granted a leave of absence, the teacher shall notify the Board, in writing, of her intention to return to her formal employment before the time specified by law for the notification of teacher re-elections.

- I. Parental leave shall be granted in accordance with Federal and State law. Employees granted parental leave may use accumulated sick leave during part or all of the leave.

Article 14 — Reimbursement for Travel Expenses

- A. When certificated employees are required by the District to travel outside the District for professional meetings, conventions and conferences or other District business, the District shall reimburse such employees for their necessary expenses as follows:
 - 1. For the use of personal automobile: At the current IRS rate per mile.
 - 2. For meals outside the District beginning April 30, 2013: A \$45 per diem. If a meal is provided or not needed, the per diem is reduced by: \$12.50 Breakfast, \$12.50 Lunch, and \$20 Dinner. Conference meals will be paid at the actual cost.
 - 3. For lodging outside the District: The actual expense, up to the General Services Administration CONUS rates.
 - 4. For other necessary expenses such as public transportation, fees, tolls and similar

charges: The actual cost thereof, at the discretion of the District.

- B. Receipts for all expenses (except the meal per diem) are required for reimbursement.
- C. The District shall designate positions for which in-District travel expenses will be reimbursed at the current IRS rate per mile.
- D. Reimbursements will be made within ten (10) workdays after receipts are submitted to the District.
- E. The District will prepay known expenses, if requested at least five (5) days in advance.

Article 15 — Academic Freedom

District faculty members are entitled to freedom to present their subject in the classroom, but they shall introduce into their teaching only information and materials having relevance to their subject and District approved course content and curriculum.

Article 16 — Student Discipline

- A. Teachers shall be informed annually of the District's policy regarding student discipline.
- B. School principals will meet with employees annually to establish and/or review building disciplinary standards and procedures, including procedures to be used by employees for removing disruptive students from the classroom when administrators are absent. The administration and staff will work cooperatively to ensure uniform enforcement of building discipline standards.
- C. Teachers shall have the right to temporarily remove seriously disruptive students from their classroom. A seriously disruptive student is one who is physically unmanageable, grossly insubordinate and/or who may pose a threat to the physical safety of the teacher or other students. Prior to readmission, a conference will be held with the appropriate administrator, the teacher and/or student and the parent/guardian. (If a parent/guardian is contacted and refuses to attend, the conference may be held without the parent/guardian.) Final decision as to regular admittance to class rests with the principal/designee. If the teacher disagrees with the principal/designee's readmission decision the teacher may refer that decision first to the building principal, where applicable, and then to the Superintendent who will arrange for a conference with the employee and the principal or designee.

Article 17 — Insurance

- A. Effective October 1, 2021 (September payroll), the District's contribution towards medical, dental, and vision insurance premiums will be capped at \$1,240 per month for full-time members and the pro-rata portion of that amount for less than full-time members.

Effective October 1, 2022 (September payroll), the District's contribution towards medical, dental, and vision insurance premiums will be capped at \$1,260 per month for full-time members and the pro-rata portion of that amount for less than full-time members.

Effective October 1, 2023 (September payroll), the District's contribution towards medical, dental, and vision insurance premiums will be capped at \$1,280 per month for full-time members and the pro-rata portion of that amount for less than full-time members.

Effective October 1, 2024 (September payroll), the District's contribution towards medical, dental, and vision insurance premiums will be capped at \$1,300 per month for full-time members and the pro-rata portion of that amount for less than full-time members.

If an employee elects to participate in an OEBA HSA compatible plan (currently ODS Plan H), the District will contribute the difference between the negotiated cap and the total premium cost of medical/dental/vision plans elected by the employee into a qualified Health Savings Accounts (HSA).

HSA contributions will be calculated based on the IRS limits and maximums in effect on October 1 of each plan year. The District will calculate the annual HSA contribution as follows:

October 1:	Negotiated Cap
Less:	Premiums for plans selected
Equals:	Annual HSA contribution
Divided by:	12 pay periods
Equals:	Monthly HSA contribution

HSA contributions will be subject to application laws, limitations, maximums and regulations.

- B. A Section 125-B plan will be offered to employees, who will pay a monthly fee to cover administrative costs. Employee fees will be determined annually based upon net District costs. If the District's payroll savings due to this program are equal or greater than the combined employee monthly fees, then there will be no employee costs. The total administrative costs will be assessed equally among all participants.
- C. The District and the Association shall be mutually responsible for the selection of the insurance carrier and coverage. In making its decision the District and Association will consider the recommendations of the joint committee identified in Article 17E.
- D. If an employee separates from the District (i.e. termination, resignation, etc.), the duration of insurance coverage will be prorated to the amount of time worked in that school year.
- E. The parties will establish a joint committee on insurance with three (3) members appointed by the Association and three (3) members appointed by the District. The committee purposes shall include: (1) evaluation of the current medical, dental, and vision insurance plans and their costs, and (2) recommendations to the District and Association.
- F. Insurance Sharing for Spouses:
When a bargaining unit member is covered under insurance by a spouse who is also a bargaining unit member he/she may elect the following: If one spouse elects to opt out of coverage, the spouse who retains the insurance coverage shall have his/her spouse's District contribution applied to his/her covered out-of-pocket insurance expenditure. Any money remaining shall remain with the District. Upon agreement by other labor groups in the District when an employee of the District is covered under insurance by a spouse who is also an employee of the District he/she may elect the following: If one spouse elects to opt out of coverage, the spouse who retains the insurance coverage shall have his/her spouse's District contribution applied to his/her covered out-of-pocket insurance expenditure. Any money remaining shall remain with the District.

Article 18 — Professional Compensation

A. Salary Schedule

For the 2021-2025 school years, employees will be compensated in accordance with Appendix A (2021-2025 Salary Schedule), which by this reference is incorporated into and made part of this Agreement. Increases to each step of the 2021-2025 Salary Schedule will be reflected in employees' annualized wages for the 2021-2025 school years.

For the 2021-2022 school year, employees will be compensated in accordance with page one of Appendix A (2021-2022 Salary Schedule), which by this reference is incorporated into and made part of this Agreement. Page one of Appendix A increases the 2020-2021 salary for each step of the schedule by three and three-quarters percent (3.75%). The three and three-quarters percent (3.75%) increase will be reflected in employees' annualized wages for the 2021-2022 school year.

For the 2022-2023 school year, employees will be compensated in accordance with page two of Appendix A (2022-2023 Salary Schedule), which by this reference is incorporated into and made part of this Agreement. Page two of Appendix A increases the 2021-2022 salary for each step of the schedule by two and three-quarters percent (2.75%). The two and three-quarters percent (2.75%) increase will be reflected in employees' annualized wages for the 2022-2023 school year.

For the 2023-2024 school year, employees will be compensated in accordance with page three of Appendix A (2023-2024 Salary Schedule), which by this reference is incorporated into and made part of this Agreement. Page three of Appendix A increases the 2022-2023 salary for each step of the schedule by two and three-quarters percent (2.75%). The two and three-quarters percent (2.75%) increase will be reflected in employees' annualized wages for the 2023-2024 school year.

For the 2024-2025 school year, employees will be compensated in accordance with page four of Appendix A (2024-2025 Salary Schedule), which by this reference is incorporated into and made part of this Agreement. Page four of Appendix A increases the 2023-2024 salary for each step of the schedule by two and three-quarters percent (2.75%). The two and three-quarters percent (2.75%) increase will be reflected in employees' annualized wages for the 2024-2025 school year.

For 2021-2025: Full step for those eligible.

B. Salary Placement / Advancement

1. New employees shall receive full credit for their years of teaching experience with each year worth one (1) step on the salary schedule.
2. Teaching experience shall be cumulative and all half-time or more experience for a half year or more shall be considered a full year of experience for initial salary placement.
3. Effective the first day of the school year adopted in Article 7 of each year during the term of this Agreement, all employees, except those on the top step of each column, shall receive a step increase.
4. To move horizontally across the schedule, teachers must complete graduate credits by October 1 each year, and verify graduate credits earned to the District by December 1 of

each year, with an official transcript. Coursework must be completed through a state-accredited university or college and, to receive credit on the schedule, coursework must be subsequent to the BA degree or MA degree.

C. Miscellaneous

1. The District shall pay the six percent (6%) employee contribution to the Public Employees Retirement System for all eligible employees for the duration of this contract.
2. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees the parties agree to reopen negotiations only related to this issue. The intent of the parties is to amend the agreement to make the change expenditure neutral to the District when compared to the contract language in C.1. Expenditure neutral shall be defined as the District continuing to provide compensation at a cost to the District equal to the amount that would have been required by C.1.
3. Employees in the bargaining unit employed less-than-full-time will be paid a pro rata portion of the full-time salary.
4. Teachers employed more than one hundred ninety-one (191) days, will receive compensation in proportion to the extra time required, based on the normal load at their current salary.

Article 19 — Extra Duty

- A. The schedule for employees filling extra-duty positions is set forth in the Extra Duty Schedule in Appendix B. The values on page one of Appendix B are increased by (3.75%) from the previous contract for the 2021-2022 school year. The values on page two of Appendix B are increased by (2.75%) from the 2021-2022 Extra Duty Schedule. The values on page three of Appendix B are increased by (2.75%) from the 2022-2023 Extra Duty Schedule. The values on page four of Appendix B are increased by (2.75%) from the 2023-2024 Extra Duty Schedule. Recognition of experience for initial placement on the schedule will be at the discretion of the District. For the 2021-2025 agreement, \$2,000 per year shall be provided for high school department chair responsibilities to be allocated in the following manner except that no department chair shall receive less than \$200. Each chair shall receive \$200 plus $((\$2,000 - (\$200 \times \text{Number of Department Chairs})) \times (\text{Number of Staff in the Department} / \text{Total Staff Number}))$.
- B. The District will inform the Association of any additional extended responsibility positions that are established during the duration of this Agreement.
- C. The District will give consideration to current bargaining unit members when filling extra-duty assignments. Consideration means employees who apply will receive an interview.
- D. Each teacher receiving extra-duty pay for seasonal assignments shall have the option of receiving his/her pay in a lump sum the first payday after the end of the sport season or over a twelve (12) month period.
- E. Extra duty assignments and reassignments are made as appropriate at the discretion of the District. The teacher will be notified as soon as possible when a decision is made to change an extra-duty assignment. Upon request of the member, the administration will provide a written statement of the reason for the change.

- F. A joint committee of four (4) individuals (two [2] designated by the District and two [2] designated by the Association) shall be formed, when necessary, to make recommendations concerning movement and placement for newly created positions on the extra-duty salary schedule. Recommendations, if any, will be directed to the superintendent. The committee shall meet, as needed, on an ad hoc basis at the request of either party to this Agreement.
- G. The Handbook Committee shall devise an evaluation process for all co-curricular positions. This process will become part of the Athletics & Activities handbooks. The District's only obligation is to follow the evaluation plan devised by the committee in Section H below. Extra duty assignments are not subject to the complaint or grievance procedures in this contract. Decisions of the District are final and binding and are not appealable.
- H. The Handbook Committee shall review and revise the Athletics & Activities handbooks and shall make recommendations at the time of preparation for bargaining a successor agreement for changes in the extra-curricular schedule. Thereafter, the handbooks shall be reviewed upon negotiating a successor agreement by a committee composed of three (3) representatives selected by the Board and five (5) representatives selected by the Association. The committee shall make recommendations for handbook revisions to the Board, which shall have final authority as to the implementation of such revisions.

Article 20 — Early Retirement Incentive

- A. The District and Association agree that early retirement may be a viable option for some teachers. The benefits set forth in this section will be available only to those members retiring before June 30, 2025.
- B. A teacher desiring to receive the benefits of this plan shall notify the superintendent in writing by February 1.
- C. The teacher must have completed twenty (20) years of teaching, of which twelve (12) years must have been service in the Ontario School District.
- D. When a teacher becomes eligible for retirement under PERS, the District shall offer the option of an early retirement program which will provide the employee \$250.00 per month for seven (7) consecutive years or until age 65, whichever occurs first. The Incentive will commence September 1 upon retiring from the District. An employee may have the option of taking the entire stipend or applying all or part of the stipend to purchase the current medical and dental insurance.
- E. In the event of the teacher's death prior to completing seven (7) consecutive years under the early retirement incentive program, the District shall pay an amount up to \$250 per month, as specified in Paragraph (D), to the spouse. The payment will be made to the spouse until such time as the teacher would have utilized the retirement option for seven (7) consecutive years.
- F. Retired employees are subject to the rules of the District insurance carrier. If District insurance is not continued from the outset of retirement, retirees will not have the option of coming back into the District's insurance program.
- G. The stipend may be paid via Section 125–A, if available.
- H. If retirees are using the stipend in Section D for insurance premiums, their premium rates may be based on a step rate system, subject to approval of the insurance carrier. The retiree shall be allowed to pay the step premium if it is less than the composite premium, subject to the approval of the insurance carrier.

Article 21 — Separability and Compliance

- A. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to meet at a reasonable time and negotiate a replacement provision.
- B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Article 22 — Employee Protection Related to Communicable Diseases

- A. The District agrees to adhere to applicable laws and administrative rules of the Oregon Health Division regarding communicable diseases.
- B. The District agrees it will not discriminate against disabled employees and will reasonably accommodate an individual's disability.
- C. The District will adhere to ORS 433.045 concerning blood tests.
- D. Information regarding an employee's disability will be maintained in the strictest confidence.
- E. The District shall offer yearly inservice to employees on precautionary and cleanup procedures relating to communicable diseases.

Article 23 — Personnel Files

- A. Employees or designated representatives will have the right, upon request, to review the contents of the employee's personnel files and to receive a copy at District expense of any documents contained therein. This file shall contain materials relevant to the employee's employment and shall be the sole repository of such materials. An employee will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. However, the decision to remove any material shall be at the discretion of the superintendent.
- B. No material concerning an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. An employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written rebuttal to such material which will be attached to the file copy.
- C. Material or evidence not previously recorded in the teacher's personnel file or not made available to the teacher will not be used by the District when considering demotion, discipline or other involuntary change in employment status.

Article 24 — Grievance Procedure

The Board and Association recognize the need to provide for the orderly resolution of any grievance arising out of a purported violation or inappropriate application of the Agreement. Any bargaining unit member shall have the right of access to the grievance procedure hereafter set out.

There shall be no reprisals against any employee using or not using the grievance procedures, or a party of interest, by the Board, the Association, or any employee of the District.

General Procedure

- A. This procedure shall be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum.
- B. Days referred to in the procedure are teacher workdays, not calendar days. During summer recess, days shall mean days that the District office is open.
- C. All parties should complete the procedure by the end of the school year whenever possible.
- D. All parties in interest have a right to consultants or representatives of their own choosing at each level of the grievance procedure.
- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- F. All documents, communications and records of grievance will be filed in the District office in a file separate from the grievant's personnel file.
- G. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival and secure permission for the visit. Permission shall not be unreasonably withheld. The parties will strive to avoid the involvement of students in the grievance procedure.
- H. Every effort will be made by all parties to avoid interruption of classroom time, assigned preparation time and/or any other school-sponsored activities.
- I. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the complaint or ten days from the time the employee should reasonably have known of the cause for the complaint.
- J. The grievant is the person or persons affected by the purported violation or inappropriate application of the Agreement.

Levels of Grievance

In this procedure principal means the principal or immediate supervisor whichever is applicable.

Level One – Informal

The grievant will first discuss the grievance with the principal, either individually or accompanied by a representative, with the objective of resolving the matter informally within five (5) days.

Level Two – Formal

If the grievant is not satisfied with the disposition of the grievance at the informal level, a written grievance may be filed with the principal within twenty (20) days following the act or condition which is the basis of the complaint or, if the grievant had no knowledge of said occurrence at the time of its happening, within twenty (20) days of the time the employee should reasonably have known of the cause for the complaint. This complaint shall set forth:

- A. A clear statement of the grievance, including all relevant facts;
- B. Specific provision(s) of the contract that have been violated; and
- C. The remedy sought.

The principal must hear the grievance within ten (10) days after receiving it. The principal must provide written notice of the time and place at least five (5) days prior to the hearing.

Within five (5) days of the hearing, the principal shall communicate a written decision to the grievant and other parties present at the hearing.

If the grievant is not satisfied with the decision of the principal, a written appeal may be filed with the superintendent within five (5) days from the receipt of the principal's decision. The appeal shall state all of the grievant's reasons for appealing the decision of the principal.

Level Three

Within five (5) days of the receipt of the appeal, the superintendent will notify all official parties of a hearing to be held within fifteen (15) days of the appeal. The superintendent shall hear arguments of the principal or the principal's designee and the grievant.

Within five (5) days following the hearing, the superintendent shall render a final decision in writing to all parties.

If the grievant is not satisfied with the decision of the superintendent, a written appeal may be filed with the chairman of the Board within five (5) days from the receipt of the superintendent's decision. The appeal shall state all of the grievant's reasons for appealing the decision of the superintendent.

Level Four

Within five (5) days of the receipt of the appeal, the Board will notify all official parties of a hearing to be held within fifteen (15) days of the appeal. The Board shall hear arguments of the superintendent or the superintendent's designee and the grievant.

Within five (5) days following the hearing, the Board shall render a final decision in writing to all parties.

Level Five

If the grievant is not satisfied with the Board's decision, the Association may submit the grievance to arbitration under the following conditions:

- A. All steps provided for in the grievance procedure must first be exhausted by the grievant.
- B. Written notice of a request for arbitration must be filed with the superintendent within ten (10) days of receipt of the answer from the last previous step of the grievance procedure.

- 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, they shall, within ten (10) school days of the appeal, request the Employment 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, in that order, alternately strike a name from the list and the fifth remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association.
- D. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of final statements and proofs on the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.

Article 25 — Reduction in Force

- A. In the event the Board, in its discretion, determines that a layoff is necessary, the layoff shall be for nonpersonal reasons and the affected employees shall be notified in writing at least thirty (30) days prior to the effective date of the layoff. The Board will then lay off teachers using the following criteria:
1. Certification;
 2. Seniority;
 3. Competency and merit.
- B. **PROCEDURE FOR LAYOFF**
1. If the District decides to lay off by seniority, then the employee with the least seniority shall be the first to be laid off.
 2. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first day of actual service with the District. Ties shall be broken by drawing lots. Seniority shall continue to accrue during paid leaves, but shall not accrue during unpaid leaves. However, authorized unpaid leaves of absence shall not be considered to "break" continuity of employment.
 3. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District must show such teacher has more competency or merit.
 4. The definitions of competency and merit are expressed in ORS 342.934.
 5. The District shall make every reasonable effort to transfer teachers from courses scheduled for discontinuance to other positions for which they are licensed and endorsed.

C. **RECALL**

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which a laid-off teacher is qualified, the recall procedure outlined below will be followed.

1. The District will institute a recall procedure which will insure that teachers be recalled in the inverse order of layoff, unless competence or merit is used.
2. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification.

In the event of a recall, the District shall notify teachers who have expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The teacher must, thereafter, respond within thirty (30) days from the date the recall notice was received or, if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the fifteen (15) calendar days herein specified shall terminate the teacher's employment as a voluntary resignation.

3. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
4. The District shall continue to pay insurance benefits on behalf of the teacher for a period of thirty (30) days. Such coverage may be continued for the balance of the layoff provided the employee pays the premium and such practice is with the approval of the insurance carrier.
5. Teachers covered by this article will be given consideration for substitute teaching; such will not affect teacher recall rights.

D. The layoff and recall procedure applies to all members of the bargaining unit.

E. At the time the District announces its intent to implement the provisions of the article, it agrees to provide to the Association, upon request and at no cost to the Association, a complete list of all certified employees, including each employee's date of hire, total teaching experience and areas of certification.

F. Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be by means of expedited arbitration, as follows:

1. The Association shall have ten (10) days from the time the teacher received a written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and the District shall then have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
3. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to

reverse the layoff or recall decision made by the District only if the District:

- a. Exceeded its jurisdiction;
- b. Failed to follow the procedure applicable to the matter before it;
- c. Made a finding or order not supported by a preponderance of evidence in the whole record (including its determination of merit and competence); or,
- d. Improperly construed the applicable law.

Article 26 — Complaint Procedure

A. Informal

The District and the Association encourage the informal resolution of complaints from the public regarding teachers. A member of the public who wishes to express a complaint should first discuss and attempt to resolve the matter informally with the involved teacher. The building administrator may work with the teacher and/or the member of the public to facilitate informal resolution.

B. Formal

If a complaint from the public about a teacher is not resolved at the informal level, and a written complaint is filed, a conference shall be held between the teacher and the building administrator within ten (10) working days of the receipt of the written complaint if:

1. The administration intends to make a record in the evaluation report of a complaint received concerning the teacher; or
2. The administration intends to place a record of such complaint in the teacher's personnel file; or
3. In the administrator's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference. At the conference, the teacher will have a right to be represented and will be given a copy of the written complaint.

- C. The teacher will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.

Article 27 — Site-Based Decision-Making Programs

- A. The superintendent and the president of the Association will meet on a periodic basis at a mutually agreeable time at the request of either party to discuss information relative to proposed or implemented site-based decision-making programs. Additional people may be included in the meeting, subject to the approval of the two parties.

- B. Any program plan/implementation that results from a site committee:

1. Shall not violate any District policy, unless approved by the Board;
2. Shall not violate any provision of the Agreement, unless mutually approved by the Board and the Association;

3. Shall set no past practice or precedent with regard to contract negotiations, contract administration and/or grievances.
- C. Teacher participation on site councils is voluntary.
- D. The election process for teachers will be conducted by the building administrator and building representative.
- E. Teachers on the site council shall receive a stipend for site council committee participation for the contract year. This stipend shall be reflected in the Extra Duty Schedule.

Article 28 — Mentor Teacher Programs

- A. The District reserves the right to establish and discontinue a mentor teacher program.
- B. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
- C. No mentor teacher shall participate in the evaluation of beginning teachers for purposes of action taken under ORS 342.805 to 342.955.
- D. The duties of the mentor shall be established by mutual agreement between the District and the mentor.
- E. The District will not increase the workload of any teacher regularly employed by the District as a result of release time used by a mentor teacher. The teaching load of the mentor teacher shall be no more than the normal workload for other teachers in his/her building.
- F. The mentor teacher stipend shall be the same hourly rate as set for Special Instruction in the Extra Duty Section of this Contract.
- G. Mentor teachers may resign the assignment at any time upon giving fifteen (15) days' written notice.
- H. The District may terminate the services of the mentor teacher upon giving fifteen (15) days' written notice.

Article 29 — Distance Learning

In mutual recognition that "distance learning" technologies and programs can offer expanded educational opportunities to the District's students, as well as a shared desire to facilitate the realization of such opportunities for these young people, the parties do hereby agree as follows:

- A. During the term of the Agreement, no teacher or position will be displaced as a direct result of the District's utilization of "distance learning," intra-district cable, microwave or other similar audio-visual technologies.
- B. Distance learning programs shall conform to Teacher Standards and Practices Commission (TSPC) requirements and will be available to teachers in their classrooms.
- C. Instructional aides may be used where there are small numbers of students and/or there are courses not previously or regularly offered.
- D. Courses may be selected by the site council.

Article 30 — Workload

If a teacher believes that he/she is suffering from an excessive workload problem, the teacher may bring the problem to the attention of the building team and/or specialist and/or principal. If the issue is not resolved to the teacher's satisfaction, he/she may refer the issue to a District ad hoc committee. The ad hoc committee will be jointly appointed by the teacher, building principal, the superintendent and the Association president. Decisions of the ad hoc committee will be distributed to the Association president, superintendent, building principal and the classroom teacher. The ad hoc committee may send the issue back to the building team and/or specialist and/or principal level for further consideration. The ad hoc committee will be convened within ten (10) working days of the classroom teacher's referral of the problem via the superintendent or the Association president.

Article 31 — Terms of Agreement

- A. This Agreement shall be effective upon execution by the parties and shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 2025, at which time it will expire. Should the District employer PERS rate increase by more than 2% during the life of the agreement, as measured by the actual rate in effect as of the effective date of this agreement, the District may re-open all articles involving compensation in accordance with ORS 243.698.
- B. Modifications to this agreement will only be made by approval of both parties and any such modification must be in writing.
- C. The Board will provide copies of this Agreement for all teachers being represented by the teachers' negotiating team.
- D. Two (2) copies shall be signed by the Board chairman, superintendent, president and secretary of the Association; one (1) copy is to be kept by the District and the other by the Association.
- E. Negotiations for a successor Agreement shall begin in 2025 as mutually agreed to by the parties.

Article 32 — Execution and Signatures

This Agreement was ratified by the Association on June 14, 2021 and by the District on June 28, 2021.

Executed this 28th day of June, 2021, at Ontario, Oregon, by the undersigned officers by the authority of and on behalf of Ontario Board of Education and the Ontario Education Association.

FOR THE ASSOCIATION

FOR THE BOARD

Association President

Board Chairperson

Association Secretary

Superintendent

Memorandum of Understanding

The parties agree that the Implementation Committee shall be composed as per the House Bill 3565 District Planning Committee, i.e., there will be a number of teachers equal to the number of administrators plus board members and the committee will select a minimum of three (3) public members, which shall include at least one (1) parent and one (1) student. The Implementation Committee shall use a consensus decision-making model for all of its recommendations. The District shall pick the number of administrators/board members on the committee and the Association shall determine the number of teachers on the committee. The composition shall also include two (2) classified staff, selected by their exclusive representative. The committee shall be an ad hoc committee of short-term duration. The duties of the committee shall include:

- A. Planning for general and specific training for site councils.
- B. Development of a communication plan to all stake holders.
- C. A plan to "sell" site councils.
- D. Drafting an individual responsibility list for committee members.
- E. Developing a general evaluation process for site council procedures and outcomes.
- F. Developing a mission statement for site councils focusing on student outcomes.
- G. A method of decision making for site councils that is through consensus.
- H. Developing of a dispute resolution mechanism for site councils.
- I. Develop a process for collective bargaining agreement waivers to be approved by the Association and the Board.

A recommendation from the Implementation Committee, once approved by each of the parties (certified and classified associations, District), will not be changed for the duration of the contract without reconvening the Implementation Committee and the approval process. Committee recommendations after approval will become Board policy.

signatures on file in district office

For the District

For the Association

Date

Date

Memorandum of Understanding

The parties agree, regarding Article 7, that the intention of changing the school calendar was not to eliminate parent-teacher contact. It is agreed that parent-teacher contact is vitally important. The existing model and methods of parent-teacher conferences, however, was not always the most effective, creative or meaningful means of involving parents in the education of their children. It is the joint desire of the Association and the District to allow each school the flexibility to be creative in developing on-going, timely and meaningful parent-teacher contact opportunities. By placing the responsibility for such decisions with each school, it assures input from the parents who serve on the site councils.

We recognize that the effectiveness of the existing model of parent contact differed greatly between the elementary and secondary levels. We agree that site level flexibility allows new models of parent contact to be explored.

Further, we agree that parental involvement will be maintained or increased under the language established in Article 7.

_____ signatures on file in district office
For the District

For the Association

Date

Date

**Ontario School District
Licensed Salary Schedule
2021-2022**

Step	BA	BA 22	BA 45	BA 60 MA	BA 82 MA 22	BA 105 MA 45
0	\$ 39,235	\$ 40,020	\$ 40,820	\$ 42,453	\$ 43,472	\$ 44,667
1	\$ 40,451	\$ 41,320	\$ 42,249	\$ 43,896	\$ 44,993	\$ 46,231
2	\$ 41,705	\$ 42,663	\$ 43,728	\$ 45,389	\$ 46,568	\$ 47,849
3	\$ 42,998	\$ 44,050	\$ 45,258	\$ 46,932	\$ 48,198	\$ 49,523
4	\$ 44,331	\$ 45,481	\$ 46,842	\$ 48,528	\$ 49,885	\$ 51,257
5	\$ 45,705	\$ 46,960	\$ 48,481	\$ 50,178	\$ 51,631	\$ 53,051
6	\$ 47,122	\$ 48,486	\$ 50,178	\$ 51,884	\$ 53,438	\$ 54,907
7	\$ 48,583	\$ 50,062	\$ 51,935	\$ 53,648	\$ 55,308	\$ 56,829
8	\$ 50,089	\$ 51,689	\$ 53,752	\$ 55,472	\$ 57,244	\$ 58,818
9	\$ 51,642	\$ 53,368	\$ 55,499	\$ 57,358	\$ 59,248	\$ 60,877
10	\$ 53,243	\$ 55,103	\$ 57,303	\$ 59,308	\$ 61,321	\$ 63,008
11		\$ 56,894	\$ 59,165	\$ 61,324	\$ 63,467	\$ 65,213
12			\$ 61,088	\$ 63,409	\$ 65,689	\$ 67,495
13				\$ 65,565	\$ 67,988	\$ 69,858
14				\$ 67,795	\$ 70,368	\$ 72,303

Appendix A

**Ontario School District
Licensed Salary Schedule
2022-2023**

Step	BA	BA 22	BA 45	BA 60 MA	BA 82 MA 22	BA 105 MA 45
0	\$ 40,314	\$ 41,120	\$ 41,943	\$ 43,620	\$ 44,667	\$ 45,896
1	\$ 41,564	\$ 42,457	\$ 43,411	\$ 45,103	\$ 46,231	\$ 47,502
2	\$ 42,852	\$ 43,836	\$ 44,930	\$ 46,637	\$ 47,849	\$ 49,165
3	\$ 44,181	\$ 45,261	\$ 46,503	\$ 48,223	\$ 49,523	\$ 50,885
4	\$ 45,550	\$ 46,732	\$ 48,130	\$ 49,862	\$ 51,257	\$ 52,666
5	\$ 46,962	\$ 48,251	\$ 49,815	\$ 51,558	\$ 53,051	\$ 54,510
6	\$ 48,418	\$ 49,819	\$ 51,558	\$ 53,310	\$ 54,907	\$ 56,417
7	\$ 49,919	\$ 51,438	\$ 53,363	\$ 55,123	\$ 56,829	\$ 58,392
8	\$ 51,467	\$ 53,110	\$ 55,230	\$ 56,997	\$ 58,818	\$ 60,436
9	\$ 53,062	\$ 54,836	\$ 57,025	\$ 58,935	\$ 60,877	\$ 62,551
10	\$ 54,707	\$ 56,618	\$ 58,879	\$ 60,939	\$ 63,008	\$ 64,740
11		\$ 58,458	\$ 60,792	\$ 63,011	\$ 65,213	\$ 67,006
12			\$ 62,768	\$ 65,153	\$ 67,495	\$ 69,351
13				\$ 67,368	\$ 69,858	\$ 71,779
14				\$ 69,659	\$ 72,303	\$ 74,291

Appendix A

**Ontario School District
Licensed Salary Schedule
2023-2024**

Step	BA	BA 22	BA 45	BA 60 MA	BA 82 MA 22	BA 105 MA 45
0	\$ 41,423	\$ 42,251	\$ 43,096	\$ 44,820	\$ 45,896	\$ 47,158
1	\$ 42,707	\$ 43,624	\$ 44,604	\$ 46,344	\$ 47,502	\$ 48,808
2	\$ 44,031	\$ 45,042	\$ 46,166	\$ 47,919	\$ 49,165	\$ 50,517
3	\$ 45,396	\$ 46,506	\$ 47,781	\$ 49,549	\$ 50,885	\$ 52,285
4	\$ 46,803	\$ 48,017	\$ 49,454	\$ 51,233	\$ 52,666	\$ 54,115
5	\$ 48,254	\$ 49,578	\$ 51,185	\$ 52,975	\$ 54,510	\$ 56,009
6	\$ 49,750	\$ 51,189	\$ 52,976	\$ 54,777	\$ 56,417	\$ 57,969
7	\$ 51,292	\$ 52,853	\$ 54,830	\$ 56,639	\$ 58,392	\$ 59,998
8	\$ 52,882	\$ 54,571	\$ 56,749	\$ 58,565	\$ 60,436	\$ 62,098
9	\$ 54,521	\$ 56,344	\$ 58,594	\$ 60,556	\$ 62,551	\$ 64,271
10	\$ 56,211	\$ 58,175	\$ 60,498	\$ 62,615	\$ 64,740	\$ 66,521
11		\$ 60,066	\$ 62,464	\$ 64,744	\$ 67,006	\$ 68,849
12			\$ 64,494	\$ 66,945	\$ 69,351	\$ 71,259
13				\$ 69,221	\$ 71,779	\$ 73,753
14				\$ 71,575	\$ 74,291	\$ 76,334

Appendix A

**Ontario School District
Licensed Salary Schedule
2024-2025**

Step	BA	BA 22	BA 45	BA 60 MA	BA 82 MA 22	BA 105 MA 45
0	\$ 42,562	\$ 43,413	\$ 44,281	\$ 46,052	\$ 47,158	\$ 48,455
1	\$ 43,881	\$ 44,824	\$ 45,831	\$ 47,618	\$ 48,808	\$ 50,150
2	\$ 45,241	\$ 46,281	\$ 47,435	\$ 49,237	\$ 50,517	\$ 51,906
3	\$ 46,644	\$ 47,785	\$ 49,095	\$ 50,911	\$ 52,285	\$ 53,722
4	\$ 48,090	\$ 49,338	\$ 50,814	\$ 52,642	\$ 54,115	\$ 55,603
5	\$ 49,581	\$ 50,941	\$ 52,592	\$ 54,432	\$ 56,009	\$ 57,549
6	\$ 51,118	\$ 52,597	\$ 54,433	\$ 56,283	\$ 57,969	\$ 59,563
7	\$ 52,702	\$ 54,306	\$ 56,338	\$ 58,196	\$ 59,998	\$ 61,648
8	\$ 54,336	\$ 56,071	\$ 58,310	\$ 60,175	\$ 62,098	\$ 63,805
9	\$ 56,021	\$ 57,894	\$ 60,205	\$ 62,221	\$ 64,271	\$ 66,039
10	\$ 57,757	\$ 59,775	\$ 62,162	\$ 64,337	\$ 66,521	\$ 68,350
11		\$ 61,718	\$ 64,182	\$ 66,524	\$ 68,849	\$ 70,742
12			\$ 66,268	\$ 68,786	\$ 71,259	\$ 73,218
13				\$ 71,125	\$ 73,753	\$ 75,781
14				\$ 73,543	\$ 76,334	\$ 78,433

Appendix A

ONTARIO SCHOOL DISTRICT EXTRA DUTY: 2021-2022	Step 1 1-3 Years	Step II 4 years on
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High School		
Vocational Agriculture	\$ 7,051	\$ 7,645
Head: Football, Wrestling, Basketball, Baseball, Volleyball, Softball, Strength & Conditioning	\$ 4,840	\$ 5,256
Head: Track, Soccer	\$ 4,470	\$ 4,845
Head: Tennis, Golf, Cross Country, Cheerleading	\$ 3,439	\$ 3,727
Assistant Vocational Agriculture	\$ 5,444	\$ 5,755
Assistant: Football, Wrestling, Basketball, Volleyball, Track, Baseball, Softball, Soccer, Tennis	\$ 3,369	\$ 3,659
Annual, Drama, Speech, Dance Team, Assistant Cheerleading	\$ 2,421	\$ 2,628
Varsity Coach State Playoffs	+5% per week	+5% per week
Advisors: Senior/Junior Class, Clubs, Natural Helpers, Student Government, Etc.	\$687 - \$2,168	\$746 - \$2,344

Middle School		
Head: Football, Volleyball, Wrestling, Basketball	\$ 2,782	\$ 3,034
Head: Cross Country, Track, Tennis, Cheerleading	\$ 2,571	\$ 2,771
Assistant: Football, Volleyball, Wrestling, Basketball, Track, Tennis, Annual	\$ 2,376	\$ 2,578
Advisors: Clubs, Activities, Student Government, Etc.	\$687 - \$2,168	\$746 - \$2,344

Elementary		
Activities	\$687 - \$2,168	\$746 - \$2,344

District		
Site Councils	\$ 976	
Counselors, Support Staff, Special Projects (per week) [all levels]	\$ 1,175	\$ 1,276
Band, Choir	\$ 4,840	\$ 5,256
Special Instruction: [Hourly] Alternative School, Drivers Education, Saturday School		\$ 24.23

Appendix B

ONTARIO SCHOOL DISTRICT EXTRA DUTY: 2022-2023	Step 1 1-3 Years	Step II 4 years on
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High School		
Vocational Agriculture	\$ 7,245	\$ 7,855
Head: Football, Wrestling, Basketball, Baseball, Volleyball, Softball, Strength & Conditioning	\$ 4,973	\$ 5,401
Head: Track, Soccer	\$ 4,593	\$ 4,978
Head: Tennis, Golf, Cross Country, Cheerleading	\$ 3,534	\$ 3,829
Assistant Vocational Agriculture	\$ 5,594	\$ 5,913
Assistant: Football, Wrestling, Basketball, Volleyball, Track, Baseball, Softball, Soccer, Tennis	\$ 3,462	\$ 3,760
Annual, Drama, Speech, Dance Team, Assistant Cheerleading	\$ 2,488	\$ 2,700
Varsity Coach State Playoffs	+5% per week	+5% per week
Advisors: Senior/Junior Class, Clubs, Natural Helpers, Student Government, Etc.	\$706 - \$2,228	\$767 - \$2,408

Middle School		
Head: Football, Volleyball, Wrestling, Basketball	\$ 2,858	\$ 3,117
Head: Cross Country, Track, Tennis, Cheerleading	\$ 2,642	\$ 2,847
Assistant: Football, Volleyball, Wrestling, Basketball, Track, Tennis, Annual	\$ 2,441	\$ 2,649
Advisors: Clubs, Activities, Student Government, Etc.	\$706 - \$2,228	\$767 - \$2,408

Elementary		
Activities	\$706 - \$2,228	\$767 - \$2,408

District		
Site Councils	\$ 1,003	
Counselors, Support Staff, Special Projects (per week) [all levels]	\$ 1,207	\$ 1,311
Band, Choir	\$ 4,973	\$ 5,401
Special Instruction: [Hourly] Alternative School, Drivers Education, Saturday School		\$ 24.90

Appendix B

ONTARIO SCHOOL DISTRICT EXTRA DUTY: 2023-2024	Step I 1-3 Years	Step II 4 years on
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High School		
Vocational Agriculture	\$ 7,444	\$ 8,071
Head: Football, Wrestling, Basketball, Baseball, Volleyball, Softball, Strength & Conditioning	\$ 5,110	\$ 5,550
Head: Track, Soccer	\$ 4,719	\$ 5,115
Head: Tennis, Golf, Cross Country, Cheerleading	\$ 3,631	\$ 3,934
Assistant Vocational Agriculture	\$ 5,748	\$ 6,076
Assistant: Football, Wrestling, Basketball, Volleyball, Track, Baseball, Softball, Soccer, Tennis	\$ 3,557	\$ 3,863
Annual, Drama, Speech, Dance Team, Assistant Cheerleading	\$ 2,556	\$ 2,774
Varsity Coach State Playoffs	+5% per week	+5% per week
Advisors: Senior/Junior Class, Clubs, Natural Helpers, Student Government, Etc.	\$725 - \$2,289	\$788 - \$2,474

Middle School		
Head: Football, Volleyball, Wrestling, Basketball	\$ 2,937	\$ 3,203
Head: Cross Country, Track, Tennis, Cheerleading	\$ 2,715	\$ 2,926
Assistant: Football, Volleyball, Wrestling, Basketball, Track, Tennis, Annual	\$ 2,508	\$ 2,722
Advisors: Clubs, Activities, Student Government, Etc.	\$725 - \$2,289	\$788 - \$2,474

Elementary		
Activities	\$725 - \$2,289	\$788 - \$2,474

District		
Site Councils	\$ 1,031	
Counselors, Support Staff, Special Projects (per week) [all levels]	\$ 1,240	\$ 1,347
Band, Choir	\$ 5,110	\$ 5,550
Special Instruction: [Hourly] Alternative School, Drivers Education, Saturday School		\$ 25.58

Appendix B

ONTARIO SCHOOL DISTRICT EXTRA DUTY: 2024-2025	Step 1 1-3 Years	Step II 4 years on
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High School		
Vocational Agriculture	\$ 7,649	\$ 8,293
Head: Football, Wrestling, Basketball, Baseball, Volleyball, Softball, Strength & Conditioning	\$ 5,251	\$ 5,703
Head: Track, Soccer	\$ 4,849	\$ 5,256
Head: Tennis, Golf, Cross Country, Cheerleading	\$ 3,731	\$ 4,042
Assistant Vocational Agriculture	\$ 5,906	\$ 6,243
Assistant: Football, Wrestling, Basketball, Volleyball, Track, Baseball, Softball, Soccer, Tennis	\$ 3,655	\$ 3,969
Annual, Drama, Speech, Dance Team, Assistant Cheerleading	\$ 2,626	\$ 2,850
Varsity Coach State Playoffs	+5% per week	+5% per week
Advisors: Senior/Junior Class, Clubs, Natural Helpers, Student Government, Etc.	\$745 - \$2,352	\$810 - \$2,542

Middle School		
Head: Football, Volleyball, Wrestling, Basketball	\$ 3,018	\$ 3,291
Head: Cross Country, Track, Tennis, Cheerleading	\$ 2,790	\$ 3,006
Assistant: Football, Volleyball, Wrestling, Basketball, Track, Tennis, Annual	\$ 2,577	\$ 2,797
Advisors: Clubs, Activities, Student Government, Etc.	\$745 - \$2,352	\$810 - \$2,542

Elementary		
Activities	\$745 - \$2,352	\$810 - \$2,542

District		
Site Councils	\$ 1,059	
Counselors, Support Staff, Special Projects (per week) [all levels]	\$ 1,274	\$ 1,384
Band, Choir	\$ 5,251	\$ 5,703
Special Instruction: [Hourly] Alternative School, Drivers Education, Saturday School		\$ 26.28

Appendix B