

## Article 1 — Agreements and Recognition

### A. Parties to the Agreement

This Agreement is entered into between the District School Board on behalf of Coos County School District No. 13, North Bend, Oregon, herein referred to as the “Board” or the “District,” and the North Bend Education Association, an affiliate of the Oregon Education Association, and the National Education Association, herein referred to as the “Association.” The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for personnel included in the bargaining unit.

### B. Recognition

1. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time (1/2 time or more) licensed personnel, including temporary teachers as defined by ORS 342.815 (10). All benefits and student contact time shall be prorated based on the percentage of a regular teacher day for which the employee is contracted. Principals, supervisors, confidential employees, substitute nurses and substitute teacher’s as defined by ORS 342.815 (8) are excluded from the bargaining unit.
2. The purpose of this article is to recognize the right of the Association's Negotiations Committee to represent teachers and school nurses in the bargaining unit in negotiations with the Board. The provisions of the Agreement shall be forthwith adopted by the Board and shall supersede any existing rules, regulations, or policies in conflict therewith.
3. A temporary teacher for the purpose of bargaining unit membership shall be defined as any teacher assigned for more than sixty (60) consecutive calendar days during any one school year. On the sixty-first (61st) calendar day, temporary teachers are subject to all the terms and conditions of the collective bargaining agreement. If a temporary teacher is hired at the outset of the temporary contract for more than sixty (60) consecutive days, he/she will be subject to all the terms and conditions of the agreement on the first day of work.
4. All positions of less than .5 FTE will be offered temporary contracts of no greater than one year in length. During the months of April-May, the Superintendent will review staffing needs and options, and will consult with the Association president regarding whether the District will continue with a less than half-time position the following year. The Superintendent will also notify the Association president if a vacancy occurs after May 31, such that a less-than-half-time position is being considered.

### C. Length of Agreement

This Agreement, which supersedes any previous Agreement, will be effective on ratification, and shall remain in effect through June 30, 2013 2014. The District will provide one copy of this contract for each Association member and one copy for the Association.

**D. New Agreement**

The Association and the District will mutually agree on a date to begin bargaining for a new Agreement prior to February 15th of the year the Agreement expires. Said new Agreements become effective upon ratification of the Agreement.

**E. Invalid Provisions**

1. If one or more portions of this contract are found to be illegal/invalid, such illegality/invalidity shall not negate the remainder of the contract. Upon the request of either party, the parties shall enter into negotiations in accordance with ORS 243.712 with a 60 day initial bargaining period prior to mediation to consider a successor clause for the illegal/invalid portion of the contract. In any such instances, the Federal law/Administrative Rule or State law/Administrative Rule shall take precedence.
2. Where the individual employee contract or District policy is in conflict with the provisions of this Agreement, the provisions of the Agreement shall govern.

## Article 2 — Remuneration

### A. Basic Licensed Salary Schedule (Appendix A)

1. The salaries for bargaining unit members shall be determined by Schedules A-1 and Appendix A-2, (2 % for 2011-12 and 2% for 2012-13) (~~0.0% for 2009-10 and 1% for 2010-11~~), which by this reference are made a part of this Agreement. These schedules are based on one hundred ninety-one (191) contract days. If the parties agree to reduce days, salary shall be reduced proportionately.
2. In most instances, vertical advancement shall be one (1) step per year. Advancement on the salary schedule is not automatic, but subject to satisfactory services as determined by the results of the evaluation procedure by the District. Employees on a “program of assistance” at the time step advancement is conducted will not be eligible to receive step advancement at that time. Upon a determination by the District that the employee has successfully completed the “program of assistance for improvement”, the employee will be advanced on the salary schedule.
3. Horizontal advancement shall be granted to bargaining unit members upon certification of the required number of graduate or upper division credit hours, with notice given by September 15, and transcripts submitted to the District office by October 15, except in the event of unusual circumstances.
4. Placement on the BA/BS+15, +45, +75, or MA/MSED, +23, and +45 columns shall be contingent on credits earned subsequent to the appropriate degree. Employees must reach or exceed the threshold number of credits prior to placement in that column.

### B. Extra Duty Salary Schedule (Appendix B)

The ~~2009-2011~~ 2011-2013 salary provisions for extra duty assignments shall be as shown in Appendix Schedule(s) B-1 and B-2, which by this reference are made a part of this Agreement. The negotiated extra-duty salary schedule positions do not constitute a requirement on the District to fill those positions. The District may or may not elect to fill the positions, at its sole discretion. The District retains the right to use volunteers to fill extra-duty positions.

### C. Event Assignment Salary Schedule (Appendix C)

Special remuneration provisions for non-contracted assignments shall be as shown in Schedules C-1 and C-2, which by this reference are made a part of this Agreement for contract years 2011-2013 ~~2009-2011~~.

### D. PERS Pick-up

The District shall "pick-up," assume, and pay the six percent (6%) employee contribution to the Public Employees Retirement Fund and/or Oregon Public Service Retirement Plan for the employee members participating in the Public Employees Retirement System (PERS and/or Oregon Public Service Retirement contributions “picked-up” or paid by the District on behalf of employees pursuant to this Agreement shall be considered as “salary” within the meaning of the law for the purpose of computing an employee member’s “final average salary” within the meaning of the law, but shall not

be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to the law. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to the law and shall be considered to be employee contributions for the purpose of the applicable law.

**E. Preparation Period Substituting**

1. Departmentalized teachers who, when called upon by the building principal, use their preparation period to substitute for another teacher who is absent due to jury duty, sick leave, personal leave, professional leave, coaching, or who is absent from the classroom to care for other school business, shall be compensated as provided in Salary Schedule C.
2. Self-contained classroom, elementary music, and Title I teachers who are called upon by the building principal to teach during their scheduled preparation period shall be compensated as provided in Salary Schedule C.

**F. Overnight Trips**

Teachers who go on overnight trips with their classes shall be paid one (1) extra days salary for each night they are responsible for that class. This Agreement will apply only when teachers are required to participate in such overnight trips. Teachers will not receive extra pay when accompanying students on overnight trips or activities for which the teachers are already receiving extra compensation; nor will the teachers receive extra compensation when they accompany students on overnight trips which they voluntarily arranged.

**G. Payday**

The teacher's contract shall call for an annual salary to be divided into twelve (12) equal amounts to be paid monthly. The first paycheck shall be issued on the first contract day of the regular 191 day school calendar or August 25 whichever comes first. This check shall be known as the "August check". Paychecks during the months of September through May shall be available from the school offices on the 25th of the month, or on the closest regular contract day preceding the 25th of the month if the 25th occurs on a non-contract day. The June check shall be available upon completion of contract responsibilities or on the 25th of the month, whichever comes first. The July check will be given or mailed to the employee upon completion of contract responsibilities, or it may be mailed to a designated bank, whichever the employee prefers.

Summer credit union deductions shall be paid at the completion of the employee's contract responsibilities.

**H. Deductions from Paychecks**

Deductions from paychecks will be made for the following purposes:

1. Federal Income Tax withholding;
2. Oregon Income Tax withholding;
3. Employees' contributions to Social Security (FICA);
4. Workmen's Compensation Board Assessment;

5. Bargaining unit dues as requested, or "Fair Share" dues from Non-Association members of the bargaining unit. The Association will refund to the District any dues paid in error;
6. Upon the employee's request, deductions may also be made for credit union, tax-sheltered annuities, United Way, U.S. Savings Bonds, OEA Foundation, cancer insurance, section 125, supplemental life insurance, and supplemental long-term disability insurance.

**I. Reimbursement for Travel Expense**

1. When the District requires a bargaining unit member to attend classes, workshops, or certification seminars, the District shall pay for all associated costs including travel, meals, and lodging in accordance with adopted Board Policy.
2. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the established Internal Revenue Service mileage rate. The same allowance shall be given for use of personal cars used for field trips or other business of the District, if such use of personal cars for school business is approved by the superintendent, and no District vehicle is provided. The Board shall provide \$300,000.00 secondary liability insurance protection for employees when their personal automobiles are used as provided in this section.

**J. Scoring Bank**

A \$15,000 fund will be appropriated annually for the scoring of work samples. The scoring team will consist of trained North Bend teachers. They shall be compensated as provided in Salary Schedule C. The scoring of District-required work samples will be compensated by the scoring bank fund until the fund is exhausted. Work sample coordinators will be compensated according to the hourly rate as provided in Salary Schedule C. Any unused funds from this account at the end of a given fiscal year will be applied to the tuition reimbursement funds in the fall, beginning in 2011.

~~The \$10,000 remaining in the scoring bank for 2009-10~~ Any unused funds shall be included in the tuition reimbursement fund ~~for 2010-11~~. Prior to October 15 of each year, the Superintendent or his/her designee shall request scorers for the current year. Should insufficient bargaining unit members agree to accept work as scorers, the Superintendent will notify the Association president. If within one week of such notification, the Association leadership is unable to secure enough scorers, the monies in this fund may be used by the District to employ state-trained, non-bargaining unit members to act as scorers.



## Article 4 — Leaves

### A. Sick Leave

1. Employees who are absent because of personal sickness or injury shall receive their regular compensation during such absence in accordance with the provisions of ORS 332.507. Sick leave shall include maternity during the period of disability that is verified by a physician.
2. Sick leave shall be granted at the rate of ten (10) days per school year for all employees with contracts for 191 to 210 days; at the rate of eleven (11) days per school year for employees with contracts for 211 to 230 days; and at the rate of twelve (12) days per school year for employees with contracts of 231 or more days.
3. Annual sick leave shall be credited at the time employees actually report to work in accordance with their contract. Employees contracting for less than ten (10) months shall receive one (1) day sick leave for each month of contract service, and such total sick leave award shall be made on the day they actually report for work.
4. Employees transferring to North Bend School District 13 from another Oregon school District shall have their sick leave accounts credited as provided by ORS 332.507. Unused sick leave shall be allowed to accumulate from year to year without limit. Employees absent for more than five (5) consecutive days may be asked for a physician's statement concerning the need to remain off the job, or their readiness to return to the job.
5. By October 15 each year, all employees shall be given an accounting of their use and accumulation of sick leave.
6. Employees may use up to 10 days accumulated sick leave per year in case of an injury or illness in the employee's family (spouse, parent, child, sibling, parent-in-law, domestic partner, or anyone permanently living in the household.)

### B. Sick Leave Bank

Purpose: The purpose of a sick leave bank is to provide a safety net for employees who face long-term illnesses or unforeseen medical emergencies that have exhausted sick leave and do not qualify for long-term disability benefits. Bargaining unit employees shall be eligible to participate in a sick leave bank.

1. All bargaining unit employees that wish to participate in the bank must donate two (2) sick leave days by September 30 of each school year by completing the appropriate form. People who donate are eligible to access days in the bank (form: SLDON A-1)
2. When a participant faces a long-term absence (over five days) and has exhausted his/her sick leave, he/she can request days from the bank. The leave should be for the period of treatment for the illness whether that time is consecutive or intermittent. Participants will be limited to ~~ninety~~ (55) ~~forty-five (45)~~ days per participant in any given school year. (form: SLREQ A-2) The sick leave bank shall not cover normal delivery. The maximum use of sick leave bank days per year for the unit will be limited to 220 ~~180~~ days.

3. When an employee qualifies for Family Medical Leave, all paid leave, except personal leave, shall be exhausted before accessing sick leave bank days.
4. As with all long-term medical leave, the District may require a physician's statement prior to the granting of bank days. Only lack of medical verification or failure to exhaust sick leave shall be used to deny a request for sick leave bank days.
5. The Association Vice-President shall oversee operation of this sick leave bank with the assistance of designated central office personnel. By October 15 of each year, the district shall notify the Association in writing of the number of days donated to the bank. By June 30 of each year, the District shall notify the Association in writing as to the number of unused days in the bank. These days will accumulate and be available in the bank the following year.

**C. Personal Leave**

Employees shall be granted two (2) days of personal leave annually provided a suitable substitute can be employed. Except in the event of an emergency, a request form - Request for Approval for Absence from Regular duty - should be submitted one (1) week in advance. Employees will be reimbursed \$125 per unused personal leave day each year to be paid in the final check.

**D. Parental Leave**

1. Licensed personnel shall be granted, upon request, parental leave without pay for up to one (1) year. This leave is intended to fulfill the District's obligation under state and federal law in regards to parental leaves.
2. District insurance programs, except for disability insurance, will be provided at District expense through August if parental leave starts at the end of a school year or the beginning of a school year or for one (1) month beyond the start of a parental leave which commences during a school year and may be continued for the balance of the leave period at the employee's expense.
3. Employees on parental leave will be eligible for sick leave benefits in accordance with state and federal law.

**E. Critical Illness or Funeral Leave**

1. Employees shall be granted five (5) full days pay, and more at the option of the superintendent, for the absences necessitated by the critical illness or death of a member of the immediate family. Immediate family, as used in connection with this leave provision, shall include grandfather, grandmother, father, mother, sister, brother, spouse, domestic partner, child or anyone living in the household of the person applying for such leave. The leave shall also be granted in the case of the critical illness or death of a member of the immediate family of the spouse of the employee.
2. Should the employees need to exceed this leave limitation, they may use their personal leave or sick leave and if they still need to be away from their work for a longer period, they may be granted additional leave with the approval of the superintendent or Board and have their salary reduced by the daily rate of the substitute, or by their daily rate of pay, whichever is less.

**F. Military Leave**

Military leave shall be granted employees in accordance with all mandatory state and federal laws.

**G. Legal Leave**

Employees will be compensated for the difference between their regular salaries and the pay received for such obligations for the period they are away from assignments if (1) called for jury duty, (2) subpoenaed to give testimony before a judicial tribunal in which the employee is not a moving party, or (3) called for work related arbitration, negotiations, and mediation proceedings which necessitate absence from duty. Employees involved in divorce proceedings may use personal leave or take unpaid leave.

**H. Professional Improvement Leaves**

Professional leave with pay may be authorized by the District for attending educational conferences, classroom visitations, and other purposes relating to the employee's assignments. Although it is recognized that the principal obligations of the personnel covered under this Agreement can only be performed during a time when school is in session, it is also recognized that certain opportunities for professional improvement occur only during those same days. Should the employee be sent on a visitation or to a meeting at the District's request, the transportation and expenses will be paid by the District.

**I. Association Leaves**

Up to ten (10) days per school year will be granted representatives of the North Bend Education Association to attend conferences or conventions of state and national affiliated organizations if the conferences/workshops pertain to collective bargaining, contract maintenance and related activities having a direct connection to the Associations' labor-management relationship with the District. Such leave shall be requested only by the Association president and shall specify the names of the Association representatives utilizing such leaves and the number of days to be used. Employees using Association leave will be paid their regular salaries; however, the Association shall reimburse to the District the cost of any substitutes hired except in cases where state or national conferences are not related to the labor-management relationship where the Association will be responsible for the full cost of the employee's salary.

**J. Other Leaves**

The Board may grant a leave of absence for whatever purpose or length of time it approves. Employees wishing to extend their leave must reapply yearly. The persons on such leave shall, upon returning, be advanced vertically on the salary schedule one year from the salary schedule step they were on during the last year prior to the leave. (i.e. an employee who had completed three years of service prior to leave shall be placed at step 4 upon returning from leave).



## Article 6 — Length of the School Year

### A. Holidays

The District Board shall, prior to the close of the school year, adopt a school calendar for the following year. The calendar shall contain 191 contract days, eight (8) of which shall be paid holidays as follows:

The Thursday before Labor Day	Thanksgiving
The Friday before Labor Day	President's Day
Labor Day	Memorial Day
Veteran's Day	Martin Luther King Jr. B' day (Observed)

The calendar shall provide for up to one hundred seventy-seven (177) teaching days and six (6) days for pre-school preparation days, in-service days, and the close of school work day(s). These six (6) days do not include any days set aside for staff development. With approval from the Association prior to the initial drafting of the school calendar the Thursday before Labor Day may be changed to the Tuesday following Labor Day.

### B. Calendar Committee

The president of the North Bend Education Association and up to seven (7) bargaining unit members, whom the president may appoint, shall be given the opportunity to consult with the superintendent in formulating a calendar recommendation to the Board of Education.

### C. Trimester Length

Each trimester shall end on the last teaching day of the week, and the three (3) trimesters shall be of equal length to the extent possible. Classes will not be scheduled between Christmas Day and New Year's Day.

### D. Midyear Retirees under Temporary Contracts

When it is advantageous within the PERS system for eligible employees to retire prior to the end of the school year and the bargaining unit member and the district wish to minimize the disruption for students by employing these retirees for the remainder of the school year, the following conditions will apply:

1. The retiree will be issued a temporary contract and remain a member of the bargaining unit with all the rights, privileges, and obligations under the current negotiated agreement except those removed in this section.
2. The District will pay the retiree on a per-diem basis based upon the annual salary of the retiree at the date of retirement.
3. The retiree shall accumulate one (1) day of sick leave per month, and may use personal leave and/or critical illness or funeral leave days remaining as of the date of retirement, but these days

shall not be added to the accumulated total prior to retirement or counted toward any District/PERS retirement benefit. No additional paid leave days shall be available.

4. The District shall continue to provide medical, dental and vision insurance for the retirees in whatever plan or status the employee was provided prior to retirement. The District shall continue to provide term life insurance equal to the face value of the policy prior to retirement. No other insurance benefits will be provided.
5. The retirement shall not create a vacancy under Article 7, Section A, of the negotiated agreement.
6. The retiree shall be employed only until the end of the school year in which he/she retired. The position filled by the retiree shall be duly posted as a vacancy no later than the end of the school year, should the position exist the following year.

**E. Re-employment of Retired Employees**

All positions vacated by the retirement of employees that are going to continue the following school year shall be posted internally and externally. Employees who retire at the end of the contract year, but who wish to return to work for the District, will be required to apply for employment just as any job applicant new to the District. If the District selects a retiree for an open position for re-employment, the following conditions will apply:

1. Re-employed unit members shall have no seniority status accumulated prior to the date of this rehire. Re-employed teachers shall have no Reduction in Force protections.
2. Re-employed unit members shall be paid on a per diem rate based upon the appropriate annual salary as attached in Appendix A. All experience both before and after retirement will count for placement on this schedule.
3. Re-employed unit members shall accumulate one (1) day of sick leave per month, but these days shall not accumulate to the total prior to retirement.
4. The District shall continue to provide medical, dental, and vision for the retiree equal to other employees. The District shall also continue to provide term life insurance equal to the face value of the policy based on current interrupted service. No other insurance benefits will be provided.
5. Re-employed unit members shall defer any early retirement benefits for which they are eligible until the end of their re-employment.
6. The District shall not be obligated to pay or forward payments to PERS for the re-employed unit member who is already eligible to draw PERS.
7. After retirement, a bargaining unit member will exercise the re-employment option only one (1) time. Re-employment shall not extend beyond a total of ten hundred and thirty-nine (1,039) hours per calendar year. The only exemption may occur when the District has duly posted a position and had no licensed, qualified candidates.

Full Schedule Report

6/6/2011 2:12 PM

38006016 North Bend 13

2011-12 2% + step 7/1/2011 - 6/30/2012

Oregon Education Association

	BA	BA+18	BA+30	BA+45	BA+75	BA+98	BA+120
Step					MA	MA+23	MA+45
1	30,983	31,541	32,099	32,657	34,300	35,135	35,972
2	32,657	33,184	33,742	34,300	35,972	36,777	37,615
3	34,030	34,578	35,135	35,693	37,335	38,172	39,009
4	35,414	35,972	36,529	37,057	38,730	39,567	40,402
5	36,529	37,057	37,615	38,172	40,124	40,930	41,766
6	37,615	38,172	38,730	39,287	41,208	42,044	42,882
7	38,451	39,009	39,567	40,402	42,324	43,160	43,997
8	39,287	39,844	40,402	41,486	43,440	44,276	45,082
9	40,124	40,682	41,208	42,602	44,524	45,360	46,197
10	40,930	41,486	42,044	43,718	45,640	46,475	47,312
11	41,766	42,324	42,882	44,802	46,448	47,591	48,397
12	42,602	43,160	43,718	45,917	47,870	48,675	49,512
13	43,440	43,997	44,524	47,033	48,955	49,791	50,629
14	44,276	44,802	45,360	48,149	50,070	50,906	51,743
15				49,233	51,185	52,021	52,827
16				50,349	52,269	53,106	53,943
17				51,464	53,385	54,232	55,059
18					54,501	55,337	56,143
19					55,617	56,422	57,258

Summary:

Total cost 4,785,577 Avg salary 47,149 New money 0

6/6/11 7:00 pm  
 32A Proposal

no payroll costs

NBEA Proposals



6/6/11  
 2:00 pm  
 SEA  
 Proposal

NO payroll costs

Full Schedule Report

6/6/2011 2:48 PM

38006016 North Bend 13

2012-13 2% + step 7/1/2012 - 6/30/2013

Oregon Education Association

Step	EA	BA+18	BA+30	BA+45	BA+75	BA+98	BA+120
1	31,602	32,172	32,741	33,310	34,886	35,838	36,692
2	33,310	33,847	34,416	34,986	36,692	37,513	38,367
3	34,711	35,270	35,838	36,407	38,082	38,936	39,789
4	36,123	36,692	37,260	37,798	39,505	40,358	41,210
5	37,260	37,798	38,367	38,936	40,926	41,748	42,601
6	38,367	38,936	39,505	40,073	42,052	42,885	43,739
7	39,220	39,789	40,358	41,170	43,099	44,023	44,877
8	40,073	40,641	41,210	42,316	44,309	45,162	45,984
9	40,926	41,495	42,032	43,434	45,415	46,268	47,121
10	41,748	42,316	42,885	44,593	46,553	47,405	48,258
11	42,601	43,170	43,739	45,699	47,377	48,543	49,365
12	43,454	44,023	44,593	46,836	48,827	49,649	50,502
13	44,309	44,877	45,415	47,974	49,934	50,787	51,641
14	45,162	45,699	46,268	49,112	51,071	51,924	52,777
15				50,218	52,208	53,061	53,883
16				51,356	53,314	54,168	55,022
17				52,493	54,452	55,317	56,160
18					55,591	56,444	57,266
19					56,729	57,551	58,403

Summary:

Total cost	4,947,388	Avg salary	48,743	New money	0
+ Ongoing	4,947,388	+ Ongoing	48,743	% chg cost	0.00
----- cost	4,947,388	Avg adj sal	48,743	Total FTEs	101.50000
----- contr	0			Total index	156.55226