

North Bend Education Association

Initial Proposal

Presented May 16, 2011

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 ~~2011~~. 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, (**3 % 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

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. **Employees who must travel more than two miles from their home work site to attend PLC required activities when they are also required to be at their home work site on the same day shall be paid mileage between sites at the IRS 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 3 — Insurance

A. Hospital-Medical, Vision and Dental Coverage

1. For the ~~2011-2012~~ 2009-2010 school year, the District will pay ~~\$1131.20~~ \$960 and for ~~2012-2013~~ 2010-2011 the District will pay ~~\$1266.94~~ \$1,010 for purchase of insurance benefits for all full-time employees in the bargaining unit and their eligible dependents for the purchase of the policies selected by the employee from those OEBB plans selected by the insurance committee.
2. Eligibility shall be defined as full-time, bargaining unit licensed staff members. The District agrees to pay, for staff less than full-time, a prorated amount toward the premium cost based upon their percentage of employment. The District shall not pay any pro-ration of premium where the employee is employed for less half time and as long as they meet carrier requirements for participation. (people receiving full benefits in 2004-2005 but working half-time or less will continue to receive full benefits as long as there is no break in service to the District.)
3. ~~The District shall deposit \$150 into a 125 account on 1/1/2011 for all employees (pro-rated for less than full time) for the use of the employee in paying medical plan deductibles, co-pays and any other medical costs not paid by OEBB. For employees that select plans 6 or 7, an additional \$300 will be placed into a 125 plan effective 1/1/2011. Should the total dollars remaining unspent in 125 accounts at the end of the program year exceed \$500, the amount will be used to reduce the premium out-of-pocket evenly for each employee for the 2011-2012 program year. Should the amount be \$500 or below, the money will be donated to the NBEA Scholarship Fund.~~
4. ~~Employees retiring at the end of 2009-2010 who elect to continue insurance coverage through the District OEBB plan after August, 2010, shall have \$150 applied toward their October 2010 insurance premiums.~~
5. Effective October 1, 2011, the 125 benefit year will reflect the insurance benefit year.

B. Disability Insurance

1. The District shall provide long-term disability coverage for employees in an amount equal to 2/3 of the first \$2,250 of their basic monthly salary.
2. Coverage shall commence on the 1st calendar day of the month following the date of hire. Benefits shall commence on the 91st day of successive absences from contracted duties. The benefits shall be as outlined in the Group Long-term Disability Benefit Plan A as selected by the 2004 Insurance Committee.

C. Group Life Insurance

The District shall contract for group term life insurance for each bargaining unit member in an amount equal to 200% of the contract salary rounded to the nearest \$1,000.00, not to exceed a maximum of \$150,000.00.

D. Coverage and Termination of Benefits

1. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commences.
2. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
3. If an employee's employment is terminated prior to the end of his/her contract, insurance coverage shall cease as of the last day of the last month the employee is employed, except that disability income insurance is terminated on the last day of employment.
4. If the employee's employment is terminated at the end of his/her contract or between the end of his/her contract and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August, except that disability income insurance shall terminate on July 31.

E. District Insurance Committee

1. A District insurance committee which is composed of two (2) members appointed by the president of the North Bend Education Association, two (2) members appointed by the president of the Oregon School Employees Association, Chapter 26, and two (2) administrators or confidential employees appointed by the superintendent, shall monitor the personnel insurance programs purchased by the District.
2. The District Insurance Committee shall meet at least once each year and shall review with the agents of record and/or the superintendent all formal bids, quotations, or proposals sought and received by the Committee for the insurance specified in Article 3 A. The Committee's plan selections shall be forwarded to the District no later than August 1 of each year. If a recommendation from the Committee is not unanimous, a majority and minority report will be given to the Board.

F. Contract Updates

1. The superintendent shall act to update any mandated coverage or changes caused by state or federal government, and may, at his/her discretion, make changes to take advantage of any liberalization made available by the insurance carriers because of experience, pooling of risks, investment gains, etc.; however, the level of benefits shall not be decreased.
2. If the statewide insurance pool becomes available during the life of this contract, the parties agree to examine the options to determine if it is in the best interest of the parties to change carriers/plans. The parties will not be held to the timelines in E. 2 of this Article for this section.

G. Disclaimer

In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.

H. Maintenance of Benefits

1. For individuals laid off in accordance with Article 8, the District shall continue to pay the premiums for the District medical, dental and vision insurance programs for two (2) additional months beyond the end of the month during which the lay-off occurred.
2. Individuals on unpaid leave, or those who take early retirement shall be allowed to continue the medical, dental and vision insurance programs by paying the premium costs in accordance with the rules and regulations of the insurance carrier(s).
3. The District is only obligated to provide funds to purchase insurance premiums and there is no intent on the part of the District to become the insurer. Therefore, insurance coverage will be provided in accordance with the underwriter's rules and regulations.

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 (90) ~~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 360 ~~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. **Provided no employee is on the recall list or is working on a reduced contract**, 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.

Article 7 — Vacancies and Transfers

A. Assignments

1. An “assignment” shall refer to the bargaining unit position in which an employee is placed. A position shall include the grade level and/or subject taught, and/or specialty (e.g. special education, psychologist, or librarian) and the room(s)/building(s) in which employees are stationed.
2. All new employees will be assigned to a specific position within the grade level and/or subject, and/or specialty for which the employee was hired.

B. Transfers

1. A “transfer” shall mean a change from an employee’s current assignment to a different assignment.
2. An “involuntary transfer” is one in which an employee is transferred at the initiation of the District.
 - a. Involuntary transfers shall be for good cause.
 - b. The Association shall be notified in writing of all proposed involuntary transfers along with a written statement of reasons for such transfer.
 - c. The specific employee designated for involuntary transfer shall be determined by reverse seniority and license.
 - d. In the event an involuntary transfer is proposed, the affected employee shall be promptly notified in writing of the reasons for the transfer. Upon request from the employee, the involuntary transfer shall be reviewed in a conference between the employee and the superintendent.
 - e. Involuntary transfers shall be considered temporary and an employee who is involuntarily transferred will be given preference over new hires for vacant positions.

C. Vacancies

1. A “vacancy” is any new bargaining unit position or existing bargaining unit position that is unfilled after voluntary transfers are processed.
2. Posting of Vacancies
 - a. Notice of mid-year vacancies (including extra duty) shall be posted in each work site in a designated location for a minimum of seven (7) calendar days before the position is filled. A copy of the posting shall also be given to the Association president.

- b.** **All known vacancies (including extra duty) for the following work year shall be reported to the Association and posted in each building by May 15 of the current work year. Thereafter, the vacancy-posting list shall be updated as new vacancies occur.** *Vacancies that occur during the summer recess period shall be posted at the District Office and a notice mailed to the NBEA president(s). Individuals who have expressed in writing an interest in such vacancies shall be mailed copies of these postings at their home addresses.*

3. **Filling of Vacancies**

- a.** *Teachers wishing a transfer to another school building shall communicate in writing to the Superintendent or teachers may apply directly to the appropriate principal in response to any posted vacancy. **Current employees with the proper licensure for a vacancy requesting a transfer shall be transferred to that position.***
- b.** **If more than one appropriately licensed current employee applies for the same vacant position, said position shall be filled based on seniority.**

D. **Reassignment Assistance**

- 1.** **If any change in assignment is made after August 1 or at any time during the school year, the affected employee(s) shall be given the option of either three (3) days of paid release time or three (3) paid prep-days to make the appropriate classroom preparations.**
- 2.** **An employee whose assignment is changed shall be given assistance with the transfer of material/equipment between rooms/buildings/worksites.**

~~A. Vacancies—After all assignments and transfers have been completed, any remaining vacant position(s) shall be filled as follows:~~

- ~~1. Teacher vacancies to be filled effective with the start of the following school year shall normally be posted on at least one (1) bulletin board in each school and an electronic copy sent to the NBEA president(s). The principal shall designate the board to be used and shall be responsible for seeing that the notices sent to him/her are posted promptly. All vacancies will be posted for seven (7) working days. Internal candidates expressing interest will be interviewed. Vacancies occurring after August 15 will be posted for five week days.~~
- ~~2. Vacancies that occur during the summer recess period shall be posted at the District Office and a notice mailed to the NBEA president(s). Individuals who have expressed in writing an interest in such vacancies shall be mailed copies of these postings at their home addresses.~~

B. **Voluntary Transfers**

- ~~1. Teachers wishing a transfer to another school building shall communicate in writing to the Superintendent who shall see that such teachers are considered for any vacancies for which they hold appropriate certification, or teachers may apply directly to the appropriate principal in~~

~~response to any posted vacancy. Selection of the person to fill any vacancy will be made by the Superintendent.~~

- ~~2. Reluctance of the teacher's present principal to release the teacher will not be a deterrent to transfer.~~
- ~~3. If a request for a voluntary transfer to fill a specific vacancy is denied, the teacher shall be sent the written reason(s) of such denial.~~
- ~~4. After August 1 voluntary transfers may occur only with the superintendent's approval.~~

~~C. Involuntary Transfers~~

- ~~1. When teachers are being involuntarily transferred, they will be notified in writing of the reasons for such transfer as early as reasonably possible and will have an opportunity to present the superintendent or his/her designee with their wishes regarding the transfer. Nothing in this contract shall prevent the District from transferring a teacher whose scheduled teaching assignment was eliminated by low enrollments.~~

~~A teacher who has been involuntarily transferred to satisfy District staffing needs will, other factors being equal, be given preferential treatment in the matter of subsequent voluntarily transfer requests.~~

- ~~2. When teachers are being involuntarily transferred for the purpose of improving their success within the District, they will be notified in writing of the reasons for such transfer as soon as reasonably possible, and shall meet with the superintendent to discuss the involuntary transfer. Except in unusual or emergency situations, or in the event of teachers being transferred because their scheduled teaching assignment would be eliminated, no transfer shall be made without ten (10) days' prior notice.~~

~~E. D. Teachers on Special Assignment (TOSA) and Administrative Interns (AI)~~

- ~~1. Teachers interested in special assignment (TOSA) such as work as a mentor, instructional coach, reading coach, etc. for the following year may submit a letter to the Superintendent no later than March 15 stating their interest and qualifications.~~
- ~~2. Teachers enrolled in an administrative program, working toward their administrative license, who are interested in completing internship activities in the District may submit a letter to the Superintendent indicating their university program, type of internships experience desired, and possible building sites. The superintendent will notify the person if the District is willing to sponsor the administrative activities.~~

- ~~F. E. No witness or document related to the assistance related to evaluation standards provided by a teacher on special assignment (TOSA) or serving as an administrative intern for less than half time shall be admissible in any proceeding before the Fair Dismissal Appeals Board or in a probationary non-renewal hearing before the School Board under ORS 342.835 without the mutual written consent of the District and the teacher provided with TOSA assistance.~~

G. F. When a bargaining unit member is assigned to a supervisory position of half time or more as part of an administrative intern program designed to satisfy administrative preparation the time in such a position shall not count toward seniority and the individual will be out of the unit while serving as an administrative inter; however, the member may return to the until following completion of the assignment with no less of the seniority possessed at the beginning of the assignment.

Article 8 — Layoff/Recall

A. Layoff

If the Board determines a layoff is necessary, such reduction for non-personal reasons shall be made in accordance with the requirements of ORS 342.934:

- ~~1. The District shall use, in order, licensure, seniority, **and** competence, and merit in determining the order of layoff.~~
2. Seniority starts to accumulate upon the first day of actual service in a position in the District. Seniority stops and is lost when an employee resigns or is dismissed.
3. Competence is defined as the ability to teach a subject or grade level (elementary, middle, or high school) based upon recent teaching or TOSA experience related to that subject or grade level, or educational attainment within the last **ten (10)** ~~five (5)~~ years, or both, but not based solely upon being licensed to teach a subject or grade. Consistent with this definition of competence, however, so long as a teacher is already licensed in a given area, subject, or endorsement area at the time that a layoff is declared, the District may consider the willingness of the teacher to pursue additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to mutual agreement.
- ~~4. Merit is defined as the measurement of one (1) employee's ability and effectiveness against the ability and effectiveness of another employee as determined by the written records of the District through its evaluation and discipline process.~~
4. No contract teacher shall be laid off if certified to teach the courses being taught by a probationary teacher.
5. Nurses and teachers shall be considered separate classifications for purposes of layoff and recall. Nurses shall not be allowed to bump or transfer from a nurse position to a teaching position. Teachers shall not be allowed to bump or transfer to a nurse position.

B. Recall

1. During the lay-off period the District will institute a recall procedure which will insure that employees will be recalled in the reverse order of lay-off consistent with Article 8, Section A above. However, if the District elects to recall an employee who has less seniority, the District must establish that the less senior employee has more competence ~~and merit~~ than the more senior employee does.
2. Recall rights shall continue for twenty-seven (27) months from time of lay-off. Recall rights shall cease when a laid-off employee resigns or accepts employment in another district, or fails to accept a recall within fourteen (14) days after receiving notification of said recall.

C. Filling Vacancies

No vacancy in a bargaining unit position shall be filled until all laid-off employees have been offered employment in the District for positions for which they are licensed and competent to perform.

D. Restoration of Benefits

All rights and benefits, including seniority, to which an employee was entitled at the time of lay-off will be restored upon recall to employment.

Article 9 —Staff Development

A. Staff Development / Training Committee

Each building site council shall appoint a teacher representative to serve on a Staff Development/Training Committee to assist the Superintendent or designee in identifying needs and providing local staff development and professional training opportunities for the professional staff. The Association will provide a list of said committee members to the Superintendent by March 15 of a given school year. If the Association fails to do so, planning professional staff training for the following year shall rest with the site councils and the Superintendent

B. Staff Development / In-Service Days

1. Each member of the bargaining unit shall normally be available outside the regular school day, and without additional compensation, for participation in District in-service or staff development activities not to exceed twelve (12) clock hours per school year. District demands short of twelve (12) clock hours shall not be carried forward to the succeeding year. These twelve (12) clock hours could include such activities as faculty meetings, after-hours parent conferencing, open house, and other evening events.
2. The three days at the beginning of the school year and the days at the end of each trimester will be designated as in-service days. Staff meetings of 1-2 hours may be held on the in-service day at the end of each trimester provided it is a full day. The bulk of in-service time shall be used for such activities as preparation of instructional materials, compiling and evaluating student work samples, assigning student grades, and contacting parents. The District reserves the right to continue the beginning of school year activities, junior high/senior high school registration, faculty meetings, and building-designed activities on the three days prior to the beginning of the school year.
3. Days designated for staff development will typically be devoted to activities designed by the District or site councils to improve staff professional skills, to design District curriculum, to meet in grade level or department meetings, and to implement school/district improvement plans.

C. Payments of Tuition

The District shall:

1. Pay fully for District-sponsored programs and courses. If such courses are eligible for Division of Continuing Education (DCE) credits, licensed employees may have those credits added to their college records and they may be used for horizontal movement on the salary schedule if the employees pay the DCE administration costs.
2. Pay full tuition for Coos Art Museum courses or for Southwestern Oregon Community College Courses which have been approved in advance.
3. Employees achieving certification during their employment with the District by attaining National Board Certification or achieving certification through successful completion of the National

Teacher Exam (NTE) will be reimbursed the application fee or the exam fee respectively from the tuition reimbursement fund. The application fee or the exam fee shall be paid on the same timeline as funds paid out for coursework.

4. Reimburse bargaining unit members the full cost of tuition and course-related fees for upper division or graduate work taken on campus or through DCE even though such credits are used for salary adjustment purposes. Fees are not intended to cover travel costs, lodging, books, or non-group meals. Reimbursement shall not exceed the current maximum per credit rate among the universities of the Oregon System of Higher Education. Reimbursement payments shall be made upon submission of a completed Tuition Refund Form, grade slip that verifies successful completion of the course work, and receipt, to the NBEA Committee. Claims must be made within sixty (60) days of receipt of the course grade. To qualify for reimbursement, course content must be consistent with teacher's current or projected licensure/endorsements and/or reasonably related to the current teaching assignment. Initial determination of course qualifications shall be made by the superintendent or his/her designee prior to the commencement of the course. No more than one administrative class per year may be submitted for reimbursement.
5. Members shall not be eligible for tuition reimbursement for credits earned while on leave of absence.
6. For the term of this contract, tuition reimbursements will be capped at **\$35,000** ~~\$31,000~~ for **2011-2012** ~~2009-2010~~ and **\$40,000 for 2012-2013** ~~2010-2011~~ school year. Priority will be given to those teachers who need coursework to meet licensure requirements in their existing areas of teaching or areas approved by the Superintendent or designee. Beginning July 1, 2010 the reimbursement of any employee shall not exceed \$2500 per year unless funds remain at the end of the year and all others have been reimbursed at 100%. All courses approved and completed between **April 1 and October 31** ~~July 1 and December 31~~ will be reimbursed for a maximum of **half the funds** ~~\$15,000~~ and all courses approved and taken between **November 1 and March 30th** ~~January 1 and June 30~~ will be reimbursed for a maximum **the remaining funds including unused scoring bank funds** ~~of \$15,500~~. Receipts and transcripts shall be submitted to the NBEA reimbursement committee for reimbursement on a pro-rata basis. A tuition reimbursement committee of not less than three NBEA appointed members will determine the percentage of reimbursement based on the amount of funds available and the amount of funds requested should the fund not fully reimburse all applicants. Submission for reimbursement will be completed by October 31 and March 30. Within thirty (30) days of receipt by the District of committee approval, reimbursement will be completed. If all tuition reimbursement requests and testing fees noted in 3 above have been paid in full and funds remain, additional administrative course work may be paid from the remaining funds. No grievances may be filed over the decisions of the NBEA committee.

Article 17 — Funding

A. Funding Clause

The Association and Board recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. The District agrees to place in its annual budget sufficient money to fund this agreement; however, all such compensation is contingent upon sources of revenue. The District cannot and does not guarantee any level of employment, either in quantity or length of service, in the bargaining unit covered by this Agreement. ~~The District and Association agree to discuss the possibility of reducing days for 2006-2007 in March of 2006. The District may elect to add this article to the list of issues to be reopened for mid-term bargaining in the spring of 2007.~~

B. Remuneration If Schools Close

If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any salary beyond the balance of the contract already earned or to any unearned fringe benefits.

Article 19 — Employee Evaluation

A. Evaluation Procedure

1. The Board will adopt an evaluation process in accordance with the Accountability for Schools for the 21st Century Laws, (ORS 342.805 through ORS 342.910) after consultation with the Association. The Board will adopt any necessary modifications to the evaluation procedures after consultation by the Board with the Association. Toward that end an evaluation committee of four administrators and/or board members and four committee members appointed by the Association. The adopted evaluation procedure may be changed by the Board after consideration of recommendations from the joint evaluation committee.
2. At the beginning of the school year, a copy of the District's evaluation procedure, forms and all relevant policies will be provided to each teacher, as well as copies of any changes that are later approved by the Board following consultation by the Board with the Association. The building administrator shall review the evaluation procedure and assign evaluators for the year during the pre-school inservice meetings each year. The evaluation procedure will not be changed during the life of this Agreement without mutual consent of the parties.
3. All evaluations shall be in writing and be based upon written criteria which include the performance goals and performance standards.
4. The District agrees to comply with its policy ORS 342.850.

B. Mentoring

1. All probationary teachers will be provided a mentor within their building or subject area. After the first year of probationary status the mentee retains the right to determine whether or not to continue using his/her mentor.
2. Contract teachers volunteering to serve as mentors must go through District approved training prior to serving as a mentor and a two hour NBEA training in addition to District training.
3. Mentors shall be assigned one mentee per year, however, they may follow-up for the 2nd and 3rd year of a previously assigned mentor if the mentee requests it.
4. Mentors shall be paid according to the negotiated agreement.

C. Programs of Assistance

1. When significant deficiencies are noted in the formal evaluation process, an employee will be immediately notified of the deficiencies in writing. The employee will be provided at least two weeks time to correct the deficiencies. Failure to correct the identified deficiencies may lead to a formal program of assistance.
2. An employee who is to be placed on a program of assistance for improvement will be notified in writing in advance with notice to the Association. The administrator, employee

or his/her designee will meet to jointly develop the program.

3. No program of assistance will last less than ninety (90) days. Probationary employees will have at least forty-five (45) days of the plan prior to the March 15 notification date if the District is contemplating non-renewal.
4. Formal meetings during the POA will occur at the end of the student contact day no more than every other week.
5. Employees will have right to representation at all POA meetings.
6. No employee will be placed on a Program of Assistance for content deficiencies in an area for which the employee is not professionally or academically licensed.
7. Programs of assistance shall not be placed in personnel files unless the District moves for termination.
8. The use of peer assistance during programs of assistance for improvement is voluntary. No verbal or written records resulting from peer assistance will be used in any nonrenewal or dismissal hearing unless mutually agreed to by the District, the employee on the POA, and the peer assistant.

Execution/Signatures

In witness whereof the Association has caused this Agreement to be signed by its President and its Chief Negotiator and the Board has caused this Agreement to be signed by its Chairman and its Clerk.

**North Bend Education Association
Coos County School District No. 13**

Board of Education

President

Chairman

Chief Negotiator

Board Chief Negotiator

Date

Superintendent - Clerk

Date

APPENDIX A

**GENERAL PROVISIONS FOR SALARY SCHEDULES
FOR LICENSED PERSONNEL
2011-2013 ~~2009-2011~~**

This schedule is based on a 191 day contract.

The District reserves the right to determine the experience level placement of teachers new to the District. However, in no case shall a teacher receive experience credit beyond the actual number of years of experience.

The salary schedule for the school years covered by this Agreement is shown in Schedule A-1-and A-2:

Appendix A
Licensed Salary Schedule 1
2011-2012 2009-2010

Step	BA	BA+15	BA+30	BA+45	BA+75	BA+98	BA+120
					MA	MA+23	MA+45
1	31,286	31,851	32,414	32,978	34,636	35,479	36,325
2	32,978	33,509	34,072	34,636	36,325	37,138	37,983
3	34,364	34,917	35,479	36,043	37,701	38,547	39,391
4	35,762	36,325	36,887	37,420	39,110	39,955	40,798
5	36,887	37,420	37,983	38,547	40,517	41,331	42,175
6	37,983	38,547	39,110	39,673	41,612	42,457	43,302
7	38,828	39,391	39,955	40,798	42,739	43,583	44,428
8	39,673	40,235	40,798	41,893	43,866	44,710	45,524
9	40,517	41,081	41,612	43,020	44,961	45,805	46,650
10	41,331	41,893	42,457	44,147	46,087	46,931	47,776
11	42,175	42,739	43,302	45,242	46,903	48,058	48,871
12	43,020	43,583	44,147	46,368	48,339	49,153	49,997
13	43,866	44,428	44,961	47,494	49,435	50,279	51,125
14	44,710	45,242	45,805	48,621	50,561	51,405	52,250
15				49,716	51,686	52,531	53,345
16				50,843	52,781	53,627	54,472
17				51,969	53,908	54,764	55,598
18					55,035	55,880	56,693
19					56,162	56,975	57,819

*This salary schedule is based on a 191 day contract.

**The District reserves the right to determine the experience level placement of teachers new to the District. However, in no case shall a teacher receive experience credit beyond the actual number of years of experience.

Appendix A
Licensed Salary Schedule 2
2012-2013 2010-2011

Step	BA	BA+15	BA+30	BA+45	BA+75	BA+98	BA+120
					MA	MA+23	MA+45
1	31,912	32,488	33,062	33,637	35,329	36,189	37,052
2	33,637	34,179	34,754	35,329	37,052	37,880	38,743
3	35,051	35,615	36,189	36,764	38,455	39,318	40,179
4	36,477	37,052	37,625	38,168	39,892	40,754	41,614
5	37,625	38,168	38,743	39,318	41,327	42,157	43,019
6	38,743	39,318	39,892	40,466	42,444	43,306	44,168
7	39,604	40,179	40,754	41,614	43,594	44,455	45,317
8	40,466	41,040	41,614	42,731	44,743	45,604	46,434
9	41,327	41,902	42,444	43,880	45,860	46,721	47,583
10	42,157	42,731	43,306	45,030	47,009	47,870	48,731
11	43,019	43,594	44,168	46,147	47,841	49,019	49,849
12	43,880	44,455	45,030	47,295	49,306	50,136	50,997
13	44,743	45,317	45,860	48,444	50,424	51,285	52,148
14	45,604	46,147	46,721	49,594	51,572	52,433	53,295
15				50,710	52,720	53,582	54,412
16				51,860	53,837	54,699	55,561
17				53,008	54,986	55,859	56,710
18					56,136	56,997	57,827
19					57,285	58,115	58,975

*This salary schedule is based on a 191 day contract.

**The District reserves the right to determine the experience level placement of teachers new to the District. However, in no case shall a teacher receive experience credit beyond the actual number of years of experience.

APPENDIX B

General Provisions for Extra Duty Salary Schedules 2011-2013 ~~2009-2011~~

The District reserves the right to determine the placement of employees on the extra-duty schedule based on previous extra-duty experience. In no case shall the person receive credit beyond the actual number of years of paid experience. The base used to calculate Extra Duty salaries will be \$28,852 ~~\$28,566~~ for 2011-2013 ~~2009-2010 and in 2010-2011 the same percentage increase as applied to the salary schedule.~~

Staff members who move from one assignment to another in the same activity and whose column moves up (i.e. = C to B) will be placed no higher than one step above their prior year step placement.

Staff members who have been moved from one assignment to another in the same activity and whose column moves down (i.e. = B to C) will be placed no higher than one step above their prior year step placement.

APPENDIX C

Schedule C-2, 2011-2013 ~~2010-2011~~

Hourly, Daily, and/or Events Assignments Salary Schedule

Teachers performing services on an hourly, daily, or an event basis shall be compensated as follows:

Athletic Activities

Assignment	Dollar Rate For 2010-2011 **	
Head Supervisor, Concessions	Event	65.00
Supervisor, Concessions	Event	34.00
Supervisor, Field, Grandstand, Parking, After Game Dances	Event	34.00
Supervisor, Rooter Bus	Event	76.00
Ticket Sellers and Takers	Event	34.00
Track Officials for after school meets (Starters, Timers, and Judges)	Event	34.00

Non-Athletic Events

Assignment	Compensation	Dollar Rate For 2010-2011
Curriculum Writing	Per Hour	22.00
Summer School Instructors	Per Hour	34.00
Supervisor of Dances (other than after game dances)	Per Event	55.00
Supervisor/Driver (other than coach) for Forensics Tournaments	Per Event	76.00
Supervisor for Saturday School	Per Hour	34.00
Home Tutors (when members of bargaining unit)	Per Hour of Instruction Time	32.00
Other special assignments outside calendar for which the principal might choose one of several teachers.	Per Hour	22.00
Other special assignments outside the contract calendar for which the principal needs the services of one particular teacher	Teacher's Daily Rate	
Senior High and Middle School Preparation Period Substitutes	Each 20 to 30-Minute Class Session	22.00
Elementary School Preparation Period Substituting		14.00

Acting Principals/Work Sample Scoring

Assignment	Dollar Rate For 2010-2011	
Hillcrest and North Bay	Annually	924.00
Work Sample Scoring /Work Sample Coordinators	Per Hour	\$22.00/hr.

Principals of Hillcrest and North Bay, shall annually designate a teacher to serve as "acting principal," in addition to assigned teaching responsibilities, when the principal is absent from the building. Such "acting principal" designation shall not be a part of the teacher's contract, no property or tenure rights shall accrue to the teacher beyond the end of any school year. **NOTE:** Annually, to facilitate implementation, the indices will be rounded up to the nearest whole dollar.

APPENDIX C

Schedule C-2, 2011-2013 2010-2011

Hourly, Daily, and/or Events Assignments Salary Schedule

Teachers performing services on an hourly, daily, or an event basis shall be compensated as follows:

Athletic Activities

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Supervisor, Concessions	Event	34.00
Supervisor, Field, Grandstand, Parking, After Game Dances	Event	34.00
Supervisor, Rooter Bus	Event	76.00
Ticket Sellers and Takers	Event	34.00
Track Officials for after school meets (Starters, Timers, and Judges)	Event	34.00

Non-Athletic Events

Assignment	Compensation	Dollar Rate For 2010- 2011
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Summer School Instructors	Per Hour	34.00
Supervisor of Dances (other than after game dances)	Per Event	55.00
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Assignment	Dollar Rate For 2010 - 2011	
Hillcrest and North Bay	Annually	924.00
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Principals of Hillcrest and North Bay, shall annually designate a teacher to serve as "acting principal," in addition to assigned teaching responsibilities, when the principal is absent from the building. Such "acting principal" designation shall not be a part of the teacher's contract, no property or tenure rights shall accrue to the teacher beyond the end of any school year. **NOTE:** Annually, to facilitate implementation, the indices will be rounded up to the nearest whole dollar.