

Coos County School District #13

And

North Bend Education Association

2025-2027

Agreement

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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 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) Teacher Standards and Practices Commission (TSPC) or non-TSPC licensed personnel, including temporary employees as defined by ORS 342.815 (10). All benefits and student contact time shall be prorated based on the percentage of a regular employee day for which the employee is contracted. Principals, supervisors, confidential employees, substitute nurses and substitute teachers 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 employees 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 hired to fill a vacancy which occurs after the opening of school, as defined by the usual contractual start of the position, because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.

All positions of less than 0.5 FTE will be offered temporary contracts of no greater than one (1) 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 upon ratification, and shall remain in effect through June 30, 2027.

D. New Agreement

The Association and the District will mutually agree on a date to begin bargaining for a new Agreement prior to March 15th of the year the Agreement expires. Said new Agreements become effective upon the ratification of the Agreement. Two (2) original printed copies of the Agreement will be prepared for signature; one (1) copy for the District and one (1) copy for the Association. Within ten (10) working days from the signing of the ratified Agreement, all members shall receive an electronic copy of the Agreement and a copy will be posted on the District website.

E. Invalid Provisions

1. If one or more portions of this Agreement are found to be illegal/invalid, such illegality/invalidity shall not negate the remainder of the Agreement. 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 Agreement. In any such instances, State law 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 – Compensation

A. Basic Licensed Salary Schedule (Appendix A)

1. The salaries for bargaining unit members shall be determined by Appendix Schedules A-1 and A-2, which by this reference are made a part of this Agreement. These schedules are based on one hundred ninety-one (191) contract days. The schedule for 2025-2026 shall be increased by five percent (5%). The schedule for 2026-2027 shall increase by four percent (4%). 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 for improvement” 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 transcripts submitted to the District office by October 15 for advancement to be effective the beginning of Semester 1, or by January 30 for advancement to be effective the beginning of Semester 2.

Micro-credentials: A bargaining unit member may also move horizontally across the salary schedule by completing micro-credentials as explained below:

A micro-credential is a competency-based recognition that allows an educator to demonstrate by earning a digital badge.

Each micro-credential course completed, and badge earned will be equal to one university quarter credit.

4. Placement on the BA/BS +45, +75, +98, +120, or MA/MSED, +23, and +45 columns shall be contingent on quarter credits or equivalent earned subsequent to the appropriate degree. Employees must reach or exceed the threshold number of credits prior to placement in that column.
5. Newly hired teacher previously employed at a community college as a part-time (minimum .5 FTE) instructor shall be compensated one step for every four years. Newly hired teacher previously employed at a community college as a full-time (1 FTE) instructor shall be compensated one step for every two years.
6. Completion of National Board Certification or holding the Teacher Leader License shall result in \$1500 annual stipend during the period of active certification.
7. Career Technical Educators

Newly hired CTE teachers with a Restricted Teaching License-CTE shall be placed on Column 1 BA/BS of the Licensed Salary Schedule A-1. Upon issuance of the Preliminary Teaching License – CTE, the bargaining unit member shall advance to Column 2 BA/BS+45 of the Licensed Salary Schedule A-1. Upon issuance of the Professional Teaching License – CTE, the bargaining unit member shall advance to Column 3 BA/BS+78 OR Masters of the Licensed Salary Schedule A-1. Such horizontal advancements shall be in accordance with Section 3 above.

B. Extra-Duty Salary Schedule (Appendix B)

The 2025-2027 salary provisions for extra-duty assignments shall be as shown in Appendix Schedule(s) B-1, 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 compensation provisions for non-contracted assignments shall be as shown in Appendix Schedule C, which by this reference are made a part of this Agreement for contract years 2025-2027.

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 Plan (ORSRP) as required by the law. The full amount of required employee 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

Employees who, when called upon by the building principal, use their preparation period to substitute for another employee who is absent shall be compensated as provided in Appendix C.

When the building principal or the principal’s designee requests employees to combine their classes with a portion of another employee’s class, due to a lack of substitutes, they shall be compensated as provided in Appendix C.

Building Level TOSA’s, Title I, Title III, SPED, CICO Lead, Music, and PE Teachers may be requested to substitute for an absent classroom teacher for a half or a full-day when no regular substitute is available. Such teachers shall be paid an amount equal to half of the regular substitute pay

(as outline in ORS 342.610) when called upon to provide full-day coverage and an amount equal to a quarter of the regular substitute teacher pay when called upon to provide half day coverage. The half and full day pay shall be in addition to the regular daily rate for any teacher listed above providing substitute coverage.

Loss of the Specialist's pre-scheduled preparation time under Article 5.2 of the CBA while performing duties listed above and receiving compensation as stated above shall not require any additional compensation for loss of such preparation time.

Should eligible teachers act frequently as substitutes under these terms, the District shall take any lost regular work production into account for evaluation purposes.

F. Overnight Trips

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

G. Payday

The employee'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 contract year or August 25 whichever comes first. This check shall be known as the "August check." Employees will be paid 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. Employees who elect not to use automatic deposit may pick up their paycheck at the District office after 3:45 p.m. on payday. Paychecks not picked up from the District office by 4:30 p.m. will be mailed to the employee's home via U.S. Mail. The June and July checks shall be available upon completion of contract responsibilities or on the 25th of the month, whichever comes first.

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. Oregon Transit Tax;
4. Employees' contributions to Social Security (FICA);

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5. Workers' Compensation Board Assessment;
 6. Oregon Paid Family and Medical Leave Insurance
 7. The Association shall provide the District's Payroll Department with each employee's signed authorization form electing to have union dues deducted from their paychecks. The District's Payroll Department shall enact dues deduction changes on the pay period following a notification. The Association shall notify the District's Payroll Department when a bargaining unit member should no longer have dues deducted. Authorization forms shall remain in effect until the District's Payroll Department has been notified by the Association or until an employee resigns or is terminated and is no longer receiving a paycheck from the District.
 - a. Processing OEA/NEA/NBEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
 - b. The District's Human Resources Department agrees to provide the names, assignment, salary placement, and the contact information for any bargaining unit member within fifteen (15) days of hire.
 - c. Remittance of Dues Checks
 - 1) Data to OEA

Within fifteen (15) days after each pay period, the District's Payroll Department shall email the Association the Payroll Deduction Registers of the NEA/OEA and NBEA dues, including voluntary Association contributions, deducted from each member's paycheck, along with a copy of the payment remitted to OEA and NBEA.
 - 2) Payment to OEA

Within fifteen (15) days after each pay period, the District's Payroll Department shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 - 3) Payment to NBEA

NBEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the NBEA Treasurer, along with the Payroll Deduction Transmittal form and Payroll Deduction Register.
 - d. Indemnification
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The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least three (3) weeks' notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

e. Information

1) Employee List

Annually, 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 the employee ID, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, mailing address, and contact phone number.

2) Change in Employment Status

Prior to the next pay period, the District's Human Resources Department shall notify the OEA Membership Specialist by email whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

7. Upon the employee's request, deductions may also be made for credit union, tax sheltered annuities, United Way, North Bend School Foundation, OEA Foundation, cancer insurance, section 125, supplemental life insurance, health insurance (if applicable), Health Savings Accounts, health club fees, 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 or school worksite to another shall receive a mileage reimbursement calculated at the then current Internal Revenue Service mileage rate for the number of miles driven. 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 five thousand dollar (\$5,000) fund will be appropriated annually for the scoring of interim performance task assessments that stand in place of work samples. The scoring team will consist of trained North Bend employees. They shall be compensated as provided in Appendix 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 Appendix C.

Any unused funds shall be included in the tuition reimbursement fund. Prior to October 15 of each year, the Superintendent or the Superintendent's 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 (1) 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.

K. Moving Expenses

New hires who live more than fifty (50) miles away and who move into the Coos Bay/North Bend area will be reimbursed moving expenses up to \$1,500 with receipts, as taxable income. This applies for employees hired as new employees for 2023-24 and beyond.

L. Time Sheets – Additional Hours

Preapproval in writing is required for all timesheets correlating to all non-athletic assignments listed on Appendix C by building administrator and/or district office administrator. Timesheets are to be submitted monthly with the exception of after school or lunch-time programs which are to be submitted at the end of each quarter or at the completion of the program, whichever comes first. In the event of an emergency (medical, student crisis, natural disaster, etc.), authorization may be obtained following such event.

M. Longevity Bonus

Each year, after fifteen years of cumulative certified employment with North Bend School District, bargaining unit members shall receive a longevity bonus, calculated as a percent of their annual gross salary on Step 15. The longevity bonus shall be based on the following criteria:

- 16-20 years of service 2% above step 15
- 21-25 years of service 2.5% above 16-20 years of service
- 26-30+ years of service 3% above 21-25 years of service

N. Specialist Factors

Bargaining unit members eligible for factor adjustments must have completed all course work for degree and licensure, not operating on any type of provisional license such as License of Conditional Assignment nor a Restricted License, Reciprocal License, or an Emergency License.

Special Education Teachers, Counselors, and School Psychologists who have been determined to be a part of the bargaining unit shall receive the following annual stipend:

Counselor	\$3000
Nurse	\$3000
Special Education Teacher	\$5000
School Psychologist	\$15,000

Tentative Agreement

Article 3 – Insurance

A. Hospital-Medical, Vision and Dental Coverage

1. The District shall contribute up to one thousand six hundred sixty-two dollars (\$1662) in 2025-2026 and shall contribute one thousand seven hundred twelve (\$1712) in 2026-2027 for the purchase of health insurance benefits (medical, dental, and vision) 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 in accordance with subparagraph E of this Article. Employees who do not elect a vision or a dental plan will receive the unused portion into a Health Savings Account (HSA), if enrolled in a HSA compatible health care plan. No other form of compensation is available for the unused portion.
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.
3. The District shall contribute six hundred dollars (\$600) into a Flexible Spending Account (FSA) on October 31 of each year during the term of this Agreement for all employees who have declined coverage or select a plan without an HSA for the use of the employee in paying medical plan deductibles, co-pays and any other medical costs not paid by OEBB.

Employees who have declined coverage and are covered by another individual's high-deductible health plan, as defined by the Internal Revenue Service, will have their contribution deposited into a limited purpose flexible spending account which can be used towards the purchase of eligible dental and vision services or supplies.

The amount of such payment shall be prorated for less than full-time employees. Temporary assignments that end prior to the completion of the school year shall not be eligible for the six hundred dollars (\$600) Flexible Spending Account (FSA). Should the total dollars remaining unspent in FSA at the end of the program year exceed six hundred forty dollars (\$640), the amount will be used to reduce the premium out-of-pocket evenly for each employee for the following program year.

4. Employees who enroll in an OEBB plan with an HSA, shall receive the difference between the District's maximum one thousand six hundred sixty-two dollars (\$1662) in 2025-2026 and one thousand seven hundred twelve dollars (\$1712) in 2026-2027 for full time employees and the premiums for their selected medical, dental, and vision insurance in an HSA on a monthly basis, up to the allowable HSA annual contribution. The District shall deposit six hundred dollars (\$600) into the HSA on October 31 of each year during the term of this Agreement for all employees who select the plan with an HSA. The amount of such payment shall be prorated for less than full-time employees. In no case shall the District be required to contribute more than the maximums allowable by law into an HSA, nor shall the District be required to make any alternate cash in lieu of payments.
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5. The FSA benefit year will reflect the insurance benefit year.
 6. In the event the OEGB moves to only tiered rates, the parties will reopen the Agreement to negotiate tiered District contribution rates pursuant to ORS 243.712 except that the parties agree to begin bargaining within seven (7) days and that the initial bargaining period shall not exceed sixty (60) days.
 7. Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, if the full-time employee maintains and provides proof of another medical benefit plan, they may opt-out of District sponsored health insurance coverage during initial eligibility and/or open enrollment. If the full-time employee elects to opt-out of health insurance coverage (medical, dental and vision), and they are otherwise eligible for a District contribution toward insurance premiums, they shall receive \$600 monthly as a taxable benefit as part of their compensation. The full-time employee must maintain and provide annual proof of another employer sponsored group medical plan to qualify for the opt-out option.
 8. An employee who is dismissed or terminates their employment with the District between October 1 and October 15 shall not receive their six hundred dollars (\$600) into their Section 125 account.

Employees hired into the bargaining unit after October 16th will not receive the six hundred dollars (\$600) into their Section 125 account. They will receive six hundred dollars (\$600) in each successive 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 six thousand dollars (\$6,000) 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.

C. Group Life Insurance

The District shall contract for group term life insurance for each bargaining unit member in an amount equal to two hundred percent (200%) of the contract salary rounded to the nearest one thousand dollars (\$1,000), not to exceed a maximum of one hundred fifty thousand dollars (\$150,000).

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.

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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 resigns or is terminated prior to the end of the employee's contract for any reason, 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. If employment is terminated at the end of the employee's contract year, or between the end of the contract year and the ensuing school year, the District's payment of premiums shall continue through the month of August, except that disability income insurance is terminated on the last day of employment.

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 Section A. of this Article and available in Coos County, OR. The Association's plan selections shall be forwarded to the District fifteen (15) days prior to the deadline for the District to finalize selections with OEBC.

F. Contract Updates

The Superintendent shall act to update any mandated coverage or changes caused by state or federal government. The Superintendent may, at the Superintendent's discretion, make changes to take advantage of any liberalization made available by the insurance carriers, but in this event, the level of benefits shall not be decreased.

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 – Layoff/Recall, the District shall continue to make its contribution towards 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.

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2. Employees on unpaid leave or employees retiring prior to the age of 65 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.

Tentative Agreement

Article 4 – Leaves

A. Sick Leave

1. Employees may use accumulated sick leave when absent because of personal, injury, or care or the illness, injury or care of a family member (as defined in Section A.5 of this Article) and shall receive their regular compensation during such absence in accordance with the provisions of this Article. Sick leave shall include maternity during the period of disability that is verified by a physician.
2. Each employee shall be granted ten (10) days per school year, or one (1) day per month employed of sick leave; whichever is greater.
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 the total sick leave award 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.
5. Employees absent for more than three (3) 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. For sick child leave, medical verification may be asked after the employee's third day of sick child leave, whether continuous days or parts of separate days.
6. For the purposes of this Article, family member shall mean the spouse, child (biological, adopted, step, or foster), parent (adopted, step, or foster), sibling, parent-in-law, domestic partner, grandparent, or grandchild.

B. Sick Leave Bank

Purpose: The purpose of a sick leave bank is to provide a safety net for bargaining unit employees who face long-term illnesses or unforeseen medical emergencies that have exhausted sick leave and do not yet qualify for long-term disability benefits. Members who qualify for OFLA/FMLA leave may apply to access the sick leave bank. 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. Employees who donate are eligible to access days in the bank (form: SLDON A-1), except as outlined in Section B.1(a)-(c) below.
 - a. In years when the prior year bank ending balance exceeds 300 days, employees wishing to participate in the bank in the subsequent year may donate only one (1) sick leave day. In cases of emergency when the bank exceeds 300 days and an individual has not

donated a day, the individual may donate a sick leave day to participate in the sick leave bank.

- b. In years when the prior year balance exceeds 600 days, no employee needs to donate to participate.
 - c. Should the bank go below the equivalent of 300 days, employees must have donated days by September 30 of that year in order to participate in the bank regardless of circumstances.
2. When a participant faces a long-term absence (over five (5) days) as a result of a serious illness and has exhausted their sick leave, the participant can request days from the bank by contacting the Association Vice President for form SLREQ A-2. The leave should be for the period of treatment for the illness whether that time is consecutive or intermittent. Participants will be limited to fifty-five (55) days per participant in any given school year. The maximum use of sick leave bank days per year for the unit will be limited to three hundred thirty (330) days.
 3. When a bargaining unit employee qualifies for Family Medical Leave (FMLA) and/or Oregon Family Leave (OFLA) for the employee's own illness, all paid leave, including personal leave, shall be exhausted before accessing sick leave bank days.
 4. A participant who receives a benefit under the Oregon Paid Family and Medical Leave Insurance program and who has exhausted all paid sick leave and personal leave may request sick leave bank hours to make up the difference between their benefits and their normal wages.
 5. The Association Vice President shall oversee the 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.
 6. Alleged violations of the provisions of Section B of this Article shall not be subject to Article 10 – Grievance Procedure.

C. Personal Leave

Employees shall be granted three (3) days of personal leave annually provided a suitable substitute can be employed. Except in the event of an emergency, a request submitted through the District's absence management system should be submitted one (1) week in advance. Requests for personal leave immediately before or after a District holiday or break must be submitted no less than six (6) weeks in advance and approval of such request shall be subject to District and/or building limitations. Employees will be reimbursed one hundred fifty dollars (\$150) per unused personal leave day each year to be paid in the final June check.

D. Parental Leave

1. Licensed personnel shall be granted, upon request, parental leave without pay for up to one (1) year. The District shall comply with all state and federal law with respect to parental leaves.
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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 must use their accumulated sick leave concurrently with any eligible unpaid leave that is provided in accordance with state and federal laws.

E. Critical Illness or Funeral Leave

1. Employees shall be granted five (5) full days of pay, and more at the option of the Superintendent, or the Superintendent's designee, 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, or child. 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 the Superintendent's designee and have their salary reduced by the daily rate of the substitute, or by their daily rate of pay, whichever is less.
3. The District shall comply with the Oregon Family Leave Act (OFLA) in regard to bereavement leave and in accordance with subparagraphs E.1. and 2. above. The paid bereavement leave in Section E.1. of this Article shall run concurrently with any bereavement leave provision under OFLA.
4. The definition of family members in Section E.1. of this Article is different under OFLA. Any bereavement leave falling outside Section E.1. of this Article but under OFLA will apply only for family members listed under the statute.

F. Military Leave

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

G. Legal Leave

1. 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.
 2. Employees must provide the Superintendent or the Superintendent's designee advance notice of required jury service or subpoena. When practicable, such advance notice must be provided
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no later than five (5) working days prior to the date of the employee's required jury service or subpoena appearance.

3. Upon completion of jury duty or subpoenaed testimony during any workday, the employee must promptly report to the employee's building for possible assignment for the remainder of the regular workday.
4. 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 to 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 Association's 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 Superintendent or the Superintendent's designee may grant a leave of absence with or without pay for whatever purpose or length of time the Superintendent or Superintendent's designee approves. Employees wishing to extend their leave must reapply yearly. Employees on such leave shall, upon returning, be advanced vertically on the salary schedule one (1) year from the salary schedule step they were on during the last year prior to the leave provided the employee worked at least one hundred thirty-five (135) days during the year in which leave began and provided further the employee returns from such leave in a school year subsequent to the school year in which the leave began (e.g., an employee who had completed three (3) years of service prior to leave shall be placed at step 4 upon returning from leave). The employee will retain accrued seniority and sick leave earned at the time the leave began. Employees will be returned to a position within the District unless the employee would have been laid off due to a reduction in force during the leave.

Article 5 – Work Day

A. Work Hours

1. Employees will be on the job for eight (8) consecutive hours each contract day, including a one-half (1/2) hour duty-free lunch period. Employees may request that the principal or immediate supervisor approve a work schedule that begins up to one-half (1/2) hour prior to the established building reporting and departure times. Such work schedule changes may be approved on a one-time basis or temporary basis. However, under no circumstances shall staff leave less than 10 minutes after student dismissal from building. It is the expectation that employees will attend scheduled meetings, including all PLC meetings. While teachers are exempt employees who have spent the time necessary for adequate preparation for instruction, it is not expected that teachers will routinely work beyond the contractually specified eight (8) hour work.
2. If an employee needs to leave the building prior to the end of the workday, the employee may request an early dismissal. Employees are responsible for making arrangements with the building administrator in advance of the day the employee wishes to leave early.

B. Emergency Closure

If classes are canceled due to inclement weather or other emergencies, employees will not be required to report to work, and their pay will not be reduced. However, employees will work the make-up days without additional compensation provided such make-up days are scheduled during and/or contiguous to the contract year. In nonweather-related emergencies, employees will report to work if possible, unless three (3) hours or less remains in the workday.

If employees had previously scheduled leave without pay, sick leave, personal leave, or other leave on a late start or closure days, the absences will be eliminated in Absence Management by the Payroll Clerk (This will not add days to the length of consecutive OFLA/FMLA leave).

C. Number of Preps

If a departmentalized teacher at the middle school or high school who is not already compensated for their teaching assignment on Appendix B-1 is assigned more than four (4) different subjects to prepare for during any one term, the teacher will receive a 0.17 FTE pay increase per term.

D. Zero Period

The District will not unilaterally assign an employee to teach zero period. (Zero periods are voluntary.) In lieu of compensation, the full-time employee may leave early at the end of the employee's student contact day, but such arrangements shall not excuse the employee from attending regularly scheduled staff meetings. All preparation time and classes taught shall be scheduled consecutively for those teaching a "zero" period.

E. Preparation Time

Purpose: Preparation time is defined as time employees are not assigned the instruction or

supervision of students. If an employee is scheduled to attend a mandatory meeting during their regularly scheduled prep time during students' instructional day, they shall be compensated for their missed prep at curriculum rate. Such time is to be used for planning and preparing for instruction.

1. Departmentalized teachers at the middle school and high school shall teach all but one (1) of the scheduled class periods during the school day. The entire unscheduled period shall be used primarily for planning and preparation. Class time will be evenly reduced on early dismissal/late start days so the preparation times will be equal.
2. Elementary preparation time shall be one-hundred ninety (190) minutes per week with no less than thirty (30) minutes of uninterrupted preparation time scheduled during the student day no fewer than five (5) times per week. The District will make every effort to maintain current schedules of preparation time for elementary teachers. At the elementary level (K-5) all employees will be given fifteen (15) minutes between the release of students and the beginning of any in-service or PLC time. Administrative staff in the building will develop a schedule so that any loss of preparation time is shared evenly among staff without any additional cost to the District.

Morning schedules 7:45 – 8:10 will be developed (similar to pre-Covid). These schedules are subject to change based on weather, and/or federal or state requirements. All teachers will be required to have their rooms available for students at 7:45 a.m., but are not expected to be directly supervising all students until 8:10am.

3. Extended Assignment: By mutual agreement, between the District and the employee, employees may accept assignments to teach additional classes. These classes may fall during the employee's preparation period or before or after the student day. The District may not unilaterally assign employees to teach during their prep period or before or after the regular student day and the teacher shall not be entitled to a continuation of such an extended assignment from academic term to academic term. Employees teaching during their preparation period shall be compensated at 1/6th of their daily rate in addition to their contracted salary. Employees who teach during their preparation period, but not for a full term, shall be paid in accordance with Appendix C – Hourly, Daily and/or Event Assignments Salary Schedule.

F. Job Sharing

1. Job sharing is defined as two (2) bargaining unit members voluntarily fulfilling the obligations of a full-time position.
2. Employees who desire to job share must apply in writing to the Superintendent and the building principal by the last working day in February of the year prior to the job share. The principal of the building has the right to approve or disapprove the establishment or continuation of a job share agreement for each year.
3. If the parties approve a job-sharing proposal, it is agreed the benefits will not exceed the cost of benefits for a single employee holding the position. Each party will be paid a salary at fifty percent (50%) of the employee's respective salary step.

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4. All terms and conditions of the collective bargaining agreement (excluding fringe benefits addressed in Section 3 above) will be pro-rated at fifty percent (50%) (e.g., sick leave, preparation time, holidays, etc.).
 5. Employees who share positions who wish to return to full-time teaching will have the same rights as full-time staff members in requesting transfers but are not guaranteed the position of their choice or a full-time position if there is no vacancy.
 6. The District will pay for both employees to attend District-sponsored staff development activities when all staff is expected to attend and for attendance at parent-teacher conferences.
 7. If one partner of the job share is absent, the District may request the other partner to cover the absent partner's work time. A partner working the additional time will be paid at their own hourly rate.

G. Lead Teacher

The purpose of the lead teacher position shall be to substitute for administrators in instances where there is no administrator present in the building and a substitute administrator is unavailable or in circumstances deemed necessary by the building principal.

1. Lead teacher positions shall be posted in accordance with Article 7 - Vacancies and Transfers. An employee's acceptance of and continuation in a "lead teacher" position shall be voluntary, and the teacher shall have a term of one year. Lead teacher positions shall be posted annually.
2. A "lead teacher" shall remain a member of the bargaining unit and as such shall not be assigned any activity or duty that would endanger the lead teacher's status as a bargaining unit member, including, but not limited to participating in the evaluation or discipline of other employees.
3. For any day the "lead teacher" position is activated, a substitute shall be hired for the employee's classroom responsibilities and the employee holding the position shall be compensated an additional one hundred fifty (\$150) per day. Partial days shall be prorated based on the percentage of the day in the position.

H. Class Size

A large class size presents a hardship to the teacher as well as the students they serve. The Association understands that the District may lack the ability to control all factors that influence class size, particularly the number of classrooms, the number of students and available funding. The District with good faith will strive to keep class sizes below the recommended caps indicated below.

K-1 26 students

2-5 30 students

6-12 34 students in general education courses, 40 students in PE courses, performance courses (i.e. band/choir) shall not have a cap

1. When initial classroom assignments are made, schools will make an effort to equitably distribute students requiring IEP, 504 plan, or modified diplomas amongst available teachers,
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with a mutual understanding that many factors contribute to how students are distributed and the decision ultimately lies with the building administrator.

2. When class sizes exceed the recommended limits, the association and the District will convene a team of no less than two Association members and two District administrators to discuss additional supports that may be needed by the students and staff, should staffing levels and/or funding allow. This meeting should occur within two weeks of the Association's request.

Tentative Agreement

Article 6 – Work 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
Veterans 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. Semester Length

Each semester shall end on the last teaching day of the week, and the two (2) semesters shall be of equal length to the extent possible. Classes will not be scheduled between Christmas Day and New Year's Day.

D. Mid-Year 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 wishes 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 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 (same as for active employees). 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 Section A. of Article 7 – Vacancies and Transfers, of the negotiated Agreement;
6. the retiree shall be employed only until the end of the school year in which the employee 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 employees 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. after retirement, a bargaining unit member may exercise the re-employment option for no more than three (3) consecutive years at the discretion of the District, on a yearly basis.

Article 7 – Vacancies and Transfers

A. Vacancies

1. After all assignments and transfers have been completed, any remaining vacant position(s) and new bargaining unit positions, defined as a position that has not previously been filled at North Bend School District, shall be posted as outlined below. Positions that have been in the bargaining unit in past years are not considered new bargaining unit positions.
2. Employee vacancies to be filled shall normally be emailed to all bargaining unit employees and posted on the District website. All vacancies will be posted for at least five (5) week days, except the months of August through October when the posting period will be three (3) week days. Qualified internal candidates expressing interest will be interviewed.

B. Voluntary Transfers

1. Employees wishing a transfer to another school building shall communicate in writing to the Superintendent who shall see that such employees are considered for any vacancies for which they hold appropriate certification, or employees 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 employee's present principal to release the employee will not be a deterrent to transfer.
3. If a request for a voluntary transfer to fill a specific vacancy is denied, the employee shall be sent the written reason(s) of such denial.
4. After August 1, voluntary transfers may occur only with the Superintendent's or the Superintendent's designee's approval.

C. Involuntary Transfers

1. Prior to initiating an involuntary transfer to a new assignment, the District shall consider volunteers with appropriate licensure. When employees are being involuntarily transferred to a new assignment, they will be notified in writing of the reasons for such transfer at least one week prior to the start of the new position and will have an opportunity to present the Superintendent or the Superintendent's designee with their wishes regarding the transfer. A bargaining unit member's length of service shall be considered as a factor in the choice of assignment. Nothing in this Agreement shall prevent the District from transferring an employee whose scheduled teaching assignment was eliminated by low enrollments.

An employee 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 employees are being involuntarily transferred to a new assignment 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 employees being transferred because their scheduled teaching assignment would be eliminated, no transfer shall be made without ten (10) days prior notice.

3. Any employee involuntarily transferred to a new assignment on or after August 15 shall be granted at least one (1) day of additional pay for non-scheduled work hours and may be granted up to five (5) days of release time to prepare for the new assignment at the District's discretion.
4. Employees who must change classrooms as the result of an involuntary transfer within a building shall be paid \$250. Employees involuntarily transferred to a new building shall be paid \$500. Employees will be given five (5) work days notice when possible.

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

1. Employees 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. Employees 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 internship experience desired, and possible building sites. The Superintendent will notify the person if the District is willing to sponsor the administrative activities.
3. 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 employee provided with TOSA assistance.
4. 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 intern; however, the member may return to the unit 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 and as outlined below:

1. The District shall use in order, licensure, seniority, competence, and merit to determine the order of layoff;
2. seniority starts to accumulate upon the first day of actual service in a position in the District. Any ties in seniority shall be resolved by drawing lots. Seniority stops and is lost when an employee resigns or is dismissed;
3. competence is defined as the ability to teach a subject based upon recent teaching or TOSA experience related to that subject, or educational attainment within the last 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;
5. at least 10 days prior to the layoff, the District shall give notice to any bargaining unit member before laying them off. At the same time, the District shall send to the Association a list of those who will be laid off;
6. no contract teacher shall be laid off if certified to teach the courses being taught by a probationary teacher;
7. nurses, counselors and teachers shall be considered separate classifications for purposes of layoff and recall. Nurses and counselors shall not be allowed to bump or transfer from a nurse or counselor position to a teaching position. Teachers shall not be allowed to bump or transfer to a nurse or counselor position.

This section A is subject to the requirements of ORS 342.934 relating to retaining qualified teachers with cultural or linguistic expertise with less seniority than a more senior teacher without cultural or linguistic expertise.

B. Recall

1. During the lay-off period the District will institute a recall procedure which will ensure that employees will be recalled in the reverse order of lay-off consistent with Section A. of this
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Article. 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, including newly created positions, 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

The Association shall appoint an employee representative for each building 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 District Leadership Team 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 required evening events.
2. Two (2) days at the beginning of the school year will be designated as in-service days and a minimum of 12 hours will be designated as classroom preparation time, scheduled in four (4) hour blocks (optional duties such as but not limited to coaching, first aid certification, or other optional professional development may reduce classroom preparation time). If a bargaining unit member is required to attend a meeting due to their teaching assignment during the designated classroom preparation time, they shall be compensated for this lost time at curriculum rate. 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 two (2) in-service days prior to the beginning of the school year. Any meeting that requires attendees from multiple buildings will be scheduled consecutively to any and all District meetings so as to limit the time spent driving between buildings.
3. When a building or the District is on the semester system, one (1) full day at the end of each grading period will be an in service grading day. Staff or PLC meetings of up to one and one half (1.5) hours may be held on the in-service day at the end of each semester. Not less than six and one half (6.5) hours 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.
4. 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;
 - a. Fees are not intended to cover travel costs, lodging, books, or non-group meals;
 - b. Reimbursement shall not exceed the current maximum per credit rate among the universities of the Oregon System of Higher Education;
 - c. 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. Successful completion shall mean a "pass" or grade C or higher; as applicable;
 - d. Claims must be made within sixty (60) calendar days of receipt of the course grade;
 - e. To qualify for reimbursement, course content must be consistent with employee'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 the Superintendent's designee prior to the commencement of the course;
 - f. No more than one (1) administrative class per school year may be submitted for reimbursement.
5. Employees shall not be eligible for tuition reimbursement for credits earned while on leave of absence unless taking leave for the specific purpose of adding coursework necessary to be eligible to provide 2 + 2 coursework for the District and agreeing to teach in the District for not less than one (1) full year following the return from leave;

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6. Tuition reimbursements will be capped at sixty thousand dollars (\$60,000) for each year of the Agreement. Priority will be given to those employees who need coursework to meet licensure requirements in their existing areas of teaching or areas approved by the Superintendent or designee.
 - a. The reimbursement for any employee shall not exceed four thousand dollars (\$4,000) per year unless funds remain at the end of the year and all others have been reimbursed at one hundred percent (100%).
 - b. All pre-approved courses completed between April 1 and October 31 will be reimbursed for a maximum of thirty thousand dollars (\$30,000), and all pre-approved courses completed between November 1 and March 31 will be reimbursed for a maximum of thirty thousand dollars (\$30,000).
 - c. Receipts and transcripts shall be submitted to the NBEA reimbursement committee for reimbursement on a pro-rata basis.
 - d. 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.
 - e. 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.
 - f. Unused funds will roll over into the next year and increase the sixty thousand dollars (\$60,000) fund by that amount. CAPS shall be raised accordingly and divided evenly, biannually for years such rolled over funds exist.
 - g. Only grievances regarding the payment of tuition reimbursement may be filed under Section C, Subsection 6 of this Article.
 7. When the District receives payment from a college or university in exchange for placement of a student teacher in the District, said payment will be placed into the tuition reimbursement fund above and beyond the amount stipulated in subparagraph f above. When vouchers are issued by the college or university, the cooperating employee shall have first access to the voucher. If the cooperating employee elects not to use it, the District shall forward such voucher to the Association President for distribution to its members. Such distribution shall be in accordance with the Association's bylaws.

D. Mentoring of New Teachers in High-Needs Positions

The District recognizes the additional amount of work required to support provisionally licensed educator in high need positions (defined by the district as Special Education, School Psychologist, and Counseling Positions) and is interested in developing a mentoring program to support educators new to the district.

1. When a non-provisional licensed NBSD Special Education teacher, School Psychologist, or
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Counselor accepts responsibility to support employees working under a provisional license (emergency or restricted) in a high needs position during the initial two years of employment, the District will pay non-provisional licensed NBSD educators a \$3000 stipend to support provisional educators in high need positions during the time the support is requested. Pay shall be prorated or discontinued during times of extended leave, or when the employee is unable to perform the duties of the mentor, or the mentee terminates employment prior to the end of the year. A following year of mentoring would fall under section E of this article.

E. Mentoring of New Teachers

1. New to the profession teachers (first two years of teaching) will be assigned a District mentor for their first year in the District, with an option for a second year of mentoring. Candidates in high needs positions may be eligible for a 3rd year of mentoring, if needed, as determined by the building administrator.
2. New to District bargaining unit members will be provided a District mentor for their first year upon request.
3. A bargaining unit member on a Program of Assistance for Improvement may be offered a District provided mentor.
4. If determined by a bargaining unit member and administration a change in assignment is significant, the bargaining unit member may request a year of mentorship.
5. Mentor vacancies will be posted on the District website for internal applicants for 5 days, per Article 7.A.2 of the Collective Bargaining Agreement. Preference will be given to applicants with experience, those with closely matched experience to the assignment of the mentee, and members who are in the same school.
6. If there are no bargaining unit applicants for the mentor positions, the District will attempt to procure a qualified mentor outside of the bargaining unit with a focus on newly retired bargaining unit members.
4. The stipend for the mentor will be one thousand dollars (\$1,000) paid in equal installments over the term of the contract. Mentors are eligible for a maximum of two stipends (2 mentees).
5. Pay shall be prorated for mentors working less than 1 FTE, discontinued during times of extended leave, or when the employee is unable to perform the duties of the mentor, or the mentee terminates employment prior to the end of the year.

Article 10 – Grievance Procedure

A. Purpose

The purpose of a grievance procedure is to process a claim of alleged violation or misinterpretation of the specific terms of this Agreement, and to secure, at the administrative level closest to the grievant, solutions to problems which may from time to time arise. The parties agree that confidentiality at any level should be maintained. This grievance procedure shall not be construed as in any way hindering, discouraging or denying the settlement of a grievance outside the structure of the grievance procedure.

B. Definitions

1. Grievance: A grievance is a claim by one (1) or more employees, or their representative(s), of an alleged violation of the specific terms of this Agreement.
2. Grievant: A licensed employee or group of employees asserting a grievance is referred to as the grievant.
3. A Party in Interest: A party in interest is the person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days: “Days” as used herein shall mean employee contract days.
5. Representative: A representative is a fellow employee, Association representative or legal counsel who shall represent any party in interest at the employee’s election.
6. Association: “Association” means the North Bend Education Association.

C. Procedures: Level - Building Principal

1. A grievance will first be discussed with the grievant’s supervisor or building principal, as applicable, with the objective of resolving the matter informally. The grievant may have a representative present with them at this informal meeting.
2. In the event of the grievant not being satisfied with the disposition of the grievance, the employee may submit the claim as a formal grievance in writing to the building supervisor upon forms provided by the District. If the grievant has not filed a claim within ten (10) days after speaking with the building supervisor informally, the grievance will be deemed to have been waived. If the formal grievance has been filed, the grievant may: 1.) discuss the grievance personally, or 2.) request that one (1) representative accompany the employee. The building supervisor shall, within ten (10) days following the meeting to discuss the grievance, render a decision and the reasons therefore, in writing to the grievant.

D. Level II- Superintendent or the Superintendent’s Designee

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1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the grievant may forward the written grievance to the Superintendent or the Superintendent's designee within ten (10) days.
 2. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or the Superintendent's designee shall meet with the grievant and representative(s) in an effort to resolve the matter, and shall render a written decision to the employee within ten (10) days after this Level II meeting.

E. Level III - Board of Education

The parties to this Agreement realize that the Board of Education has the right and responsibility to attempt a final resolution of the grievance. If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may forward the written grievance to the Board of Education within ten (10) days. A hearing by the Board or its designated sub-committee shall be held at the next regular Board meeting or within ten (10) days or a mutually agreed upon date, whichever is later but not to exceed thirty (30) days, after receipt of an appeal, with five (5) days' notice being given to all parties of the time and place of the hearing. The decision of the Board or its designated subcommittee shall be rendered within ten (10) days after the close of the hearing.

F. Level IV - Arbitration

1. If the grievant and the Association are not satisfied with the disposition of the grievance at Level III, the grievance may be submitted to arbitration within ten (10) days of the receipt of the Level III decision. Submission for arbitration must be with the concurrence of, and by, the Association. In such case, the parties shall request a list of arbitrators from the Employment Relations Board (ERB) in accordance with ERB's procedures.
2. General Conditions:
 - a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure. The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the contract in accordance with acceptable rules of contract construction;
 - b. the arbitrator is empowered to include in any award such financial reimbursement or other remedies as judged to be proper;
 - c. each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the Board and the Association;

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- d. if either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript.
3. An arbitrator shall be selected by the following procedures:
 - a. a representative of the Association and the Board's representative shall select the arbitrator from the ERB list by eliminating names until one name remains. The first option of elimination shall alternate as provided in Subsection 3.b below. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from ERB by both parties;
 - b. all grievances reaching the arbitration level shall be numbered sequentially. The odd-number grievances will give the school District first elimination; even number grievances will give the Association first elimination.
 4. Once the arbitrator has been selected, the hearing shall commence at the convenience of the arbitrator and the parties in interest.
 5. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.
 6. Witnesses' testimony will be kept confidential as allowed by law.
 7. Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the Association and the Board. Such award shall be final and binding upon the parties.

G. General Provisions

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.
3. An employee may be represented at all stages of the grievance procedure by himself/herself, and/or, at the employee's option, one (1) representative at Level I, and one (1) or two (2) representatives of the employee's choice at Levels II, III, and IV, and the employee may change this designation of a representative(s) at any level during the grievance procedure.

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4. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance, in writing, to the Superintendent directly, and the processing of such grievance shall commence at Level II.
 5. Forms for filing grievances and other relevant documents will be prepared jointly by the District and the Association.
 6. Upon receiving a written request from the grievant, the Superintendent, or the Superintendent's designee, and the Association agree to make available to the grievant, and the grievant's representative, all available, pertinent information not privileged under law.
 7. No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) days after the grievant knew or should have known of the act or condition and its aggrieving nature that form the basis of the grievance, and if not so presented, the grievance will be considered as waived.
 8. A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
 9. Neither the Board nor any member of the Association shall take reprisals affecting employment status of any licensed employee, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
 10. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.
 11. No arguments of facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of this grievance procedure, except that new facts or conditions may be introduced provided that the other party to the grievance is notified prior to the next step of the grievance. Such notice shall be in writing and shall contain all the new information to be introduced.

Article 11 – Association Rights and Privileges

A. Requests for District Information

Upon request to the Superintendent or the Superintendent's designee, the District agrees to furnish to the Association available information necessary for its functioning as the exclusive bargaining representative of the employees and school nurses provided such request does not violate the Oregon statutes regarding confidentiality of information and does not create an unusual burden on the District office which will be required to fulfill such request. The Board shall provide a copy of the minutes of its last meeting, excluding executive session minutes, and an agenda for the next meeting to the President of the Association.

B. Use of Buildings

The Association and its representatives shall have the same right of access to school buildings as other non-school organizations providing there is no interference with the regular school program and providing the use of the school buildings is in the best interests of the Association as a whole, the District, and the taxpaying public which provides such buildings. No meeting shall be held in any school building without prior approval of the administrator of that building or the Superintendent.

C. Use of Equipment and Services

The Association will have free access to use school equipment, faculty bulletin boards, and intra-school mailing privileges so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not detrimental or defaming to any individual or group. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use, and for any repairs necessary as a result thereof. In order to maintain both confidentiality and electronic security, the Association's use of the District's computers and network systems shall not be used for compilation or storage of Association records or business. However, the Association may use District e-mail for sending brief announcements or upcoming Association meetings or events provided it is in accordance with State law and doesn't call for strike vote or coordinate a strike, walkout, or work stoppage. The rights and limitations set forth in this section will remain in effect until such time as a successor Agreement is ratified.

D. Right to Speak at Meetings

Upon request and at the discretion of the individual conducting such meetings, the President of the Association, or the President's authorized representative may be allowed to speak at a faculty meeting, Board meeting, or other professional meeting. The Association may suggest items for the agenda, providing these items are approved and in the hands of the person preparing the agenda at least one (1) week prior to the date of the meeting.

The Association will be given at least one (1) hour to speak at the New Hire In-service Day, if a separate meeting is held for them, and at the all-staff meeting.

Article 12 – Rights of Professional Employees

A. Employee Discipline/Just Cause

1. Rules and regulations concerning employee conduct shall be reasonable and enforcement of employee discipline shall be fair. A supervisor or administrator shall handle all personally identifiable information regarding an individual employee in confidence.
2. No employee shall be disciplined or reduced in compensation without just cause. Excluded from the just cause standard is the dismissal or non-renewal of probationary employees. Nor does the just cause standard apply to assignment or retention of employees in extra-duty positions.

B. Notice to Appear

Whenever any licensed employee is required to appear before the Board or administrator concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee's employment or the salary or any increments pertaining thereto, outside of the evaluation process, then employee shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise employee and represent employee during such meeting or interview. Employees will be advised of the reason for this meeting at least one day before the meeting occurs. In circumstances where the employee is immediately being placed on paid administrative leave, they shall neither be notified of the reason of the meeting in advance nor given written notice.

C. Personal Life

The personal life of any employee is not a matter of appropriate concern or attention of the Board or Administration so long as it does not adversely affect the employee's effectiveness in the workplace.

D. Academic Freedom

The School District supports the concept that democratic values can best be transmitted in an atmosphere which is conducive to academic inquiry for employees and students alike. This academic inquiry is subject to accepted standards of professional responsibilities with due regard to the maturity level of the student, District curriculum policies, and the laws of the State of Oregon. Student-centered lesson development and planning is vital to effective teaching. Employees may supplement District-adopted curriculum materials in consultation with the members of the applicable PLC and/or the administrator for the purpose of enriching and individualizing the classroom experience based on the students' needs.

E. Evaluation of Students

1. The District retains the right to determine the system of grading to be used in the District. The employee shall have the right and responsibility of determining individual student grades (marks) in keeping with the District's grading system.

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2. Should an administrator sense the possible need for changing a student's grade, the administrator will discuss the matter with the employee who gave the grade, unless that employee has left the District or is otherwise unavailable. If the employee and administrator agree on the need for the grade change, it shall be made.
 3. Should the administrator and employee not agree, the administrator will forward the administrator's written recommendation to the Superintendent with a copy to the employee affected. The employee is encouraged to do the same with a copy to the administrator affected. The Superintendent shall then decide to change the grade or not, and the Superintendent's decision shall be implemented immediately without recourse. The Superintendent will notify the employee and administrator of the Superintendent's decision.

F. Non-Discrimination

1. 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, religion, sex, sexual orientation, gender identification, and national origin, the presence of any mental or physical handicap or by reason of any individual's membership status in the Association. All references to employees shall be construed to include both male and female employees.
2. This Agreement contains a grievance procedure as one means of resolving disputes. If any claim, suit, or charge is filed with any state or federal agency or court either subsequent to or prior to the filing of a grievance and related to the grievance, the grievance shall not be processed beyond the Board level (Level III).

G. Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health, safety or wellbeing. Responsibility for safe and healthy working conditions is designated in ORS Chapter 654 (The Oregon Safe Employment Act).

H. Students with Medical Needs

When an employee has a student placed in the employee's classroom that requires on-going medical treatment pursuant to an educational plan, the employee may request a meeting with the appropriate District administrator(s) to go over the plan. During this meeting the parties will discuss what, if any, training is necessary for the employee.

I. Special Education Additional Planning Time

Special Education teachers shall have time during instructional days when needed and agreed upon by the teacher and building administrator, given substitute teacher availability. A substitute teacher, when available, will take over their classroom while the teacher works on writing IEP's, testing, and conducting meetings.

J. College Enrichment Courses

The parties recognize the benefits of offering courses providing credit through Southwestern Oregon Community College (SWOCC). It is not the intent of the District to use SWOCC staff as a means to reduce staff. When the District offers such classes, current District staff will be used unless they do not meet SWOCC requirements, or all qualified staff are already teaching a full schedule of classes for the District.

K. School Placement

The District will attempt to honor a request to have an NBSD student, who is a child of an employee, attend school in the building where the employee works if the building offers the grade level in which the student is placed. However, if the child's needs or behaviors necessitate a different placement, the District will place the child in any of its buildings or placement according to District policy and applicable law.

If more than one employee applies for a voluntary transfer, and all other contractual obligations being equal, the transfer will be awarded to an employee who wants to transfer to a building their child is zoned to attend.

Article 13 – Retirement

A. Insurance

Employees retiring prior to age 65 shall be allowed to continue in the District's insurance program, subject to the approval of the insurance carrier, by paying the cost of the premiums to OEGB.

B. Unused Sick Leave

Upon retirement of any bargaining unit member, the District shall report to PERS the amount of unused accumulative sick leave of the employee to be used by PERS in computing retirement pay, in accordance with current laws, rules and regulations.

C. 403(b)

All contract employees shall be eligible to participate in a joint employer/employee benefit program. This program requires participating employees to contribute funds to a 403(b) matching fund plan. The District agrees to match the employee's contribution up to the maximum contribution outlined in the following, prorated on FTE status:

1. Employees who have fifteen (15) years or more in PERS as of 8/1/06, will be eligible to receive up to a one hundred sixty-five dollar (\$165) per month District contribution into the employee's 403(b) account beginning 8/1/06;
2. employees who have ten to fourteen (10-14) years in PERS as of 8/1/06, will be eligible to receive up to one hundred twenty dollar (\$120) per month District contribution into the employee's 403(b) account beginning 8/1/10;
3. employees who have five to nine (5-9) years in PERS as of 8/1/06, will be eligible to receive up to a eighty dollar (\$80) per month District contribution into the employee's 403(b) account beginning 8/1/10;
4. contract employees with less than five (5) years in PERS as of 8/1/06, will be eligible to receive up to a sixty-five dollar (\$65) per month District contribution into the employee's 403(b) account beginning 8/1/10;
5. anyone hired after September 1, 2005 and who has attained contract status (non-probationary) will be eligible to receive up to a fifty dollar (\$50) per month District contribution into the employee's 403(b) account beginning 8/1/10.

Article 14 – Maintenance of Classroom Control and Discipline

A. Student Disciplinary Procedures

Each school will have clear discipline expectations and consequences for student behavior. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure shall be reviewed with the school faculty prior to implementation.

1. At the end of each semester, each building staff shall review with the administrator the effectiveness of the current school disciplinary policy and make recommendations for changes for the following year.
2. The building principal and staff will maintain discipline and a strong instructional climate. It is the employees' responsibility to communicate with students and parents and to deal justly and considerately with each student in accordance with District/ building policy with support and assistance of the administration.

B. Student Conduct Teams

Each building shall maintain a student conduct team organized by the administration. Teams shall consist of a building administrator and at least two (2) Association appointed licensed employees and any other building staff the administrator deems appropriate. The team will develop a framework for discipline including interventions, data review, accountability, and behavior support. This team will meet regularly, as needed, to assess for student success, but not less than once per grading period. Individual Building Teams may mutually agree not to meet during a particular grading period. It shall be the responsibility of the building administrator to schedule the first meeting.

C. Student Referral Action by Teacher

Teachers may temporarily exclude a student from the classroom when the student's behavior is seriously disrupting the instructional program. The teacher will immediately notify the principal, or designee, in writing of the exclusion and the reasons for such action. As soon as practicable, the principal, or designee, will arrange for a conference to discuss the matter. At all times, final decision-making authority and the right to place the student in a classroom shall rest with the principal or designee, but no student will be returned to the classroom without prior communication between the teacher and administrator or designee. Upon written request, the teacher will be provided with a written response from the principal or designee outlining the action taken on the referral. Designee shall mean a Vice Principal, Lead Teacher, or TOSA with the authority to make temporary exclusion decisions.

Article 15 – Personnel Files

A. Permanent Files/Working Files

1. There shall be maintained within the District one (1) official personnel file for each member of the bargaining unit. Electronic materials may be a part of the file. However, employees shall receive an electronic copy of their observations. The District shall provide the same confidentiality of electronic material that it provides for personnel files.
2. Principals and other supervisors may maintain separate working files for bargaining unit members for whom they have supervisory responsibility; however, these files are not “official” files and may not be used as evidence in any official proceedings involving the bargaining unit members except where previous warnings or clarifications are relevant in case of future action for a repeat of the same offense or related offense, to the extent allowed by law.

B. Review of Files

Employees will have the right, upon request, to review the contents of their personnel files through prior arrangements with the Superintendent or the Superintendent’s authorized representative. Employees will be entitled to have the files shown to anyone of their choice in their presence and to receive a copy of the materials requested.

C. Placement of Materials

1. No materials will be placed in the personnel file after hire unless the employee has received a copy of the material. Employees will acknowledge that they have received a copy of such materials by affixing their signatures to all copies of those materials to be filed, with the express understanding that such signatures in no way indicate agreement with the contents thereof.
2. Employees will also have the right to submit a written response to such material, and such responses will be attached to the file copy.

Article 16 – 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. It is the intent of the District to run a full school year unless funding is reduced. Any reduction in days shall be negotiated pursuant to ORS 243.712 except that the parties agree to begin bargaining within seven (7) days and that the initial bargaining period shall not exceed sixty (60) days.

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 17 – Complaints Against District Employees

A. Complaint Procedure

It is recognized by the Board of Education that District employees seek to carry out their responsibilities in the best possible manner. However, there may be times when written complaints are made against a District employee by District patrons, parents, guardians, or students. It is the intent of this Agreement to provide a complaint procedure which will handle such written complaints expeditiously and fairly. For these reasons, the following complaint procedure is outlined.

1. If a complaint is made against a District employee to an administrator or supervisor, such complaint shall be processed under any of the following circumstances:
 - a. If the administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning an employee;
 - b. if the administrator or supervisor intends to place a record of such complaint in the employee's personnel file;
 - c. if an administrator or supervisor reasonably believes that the complaint could result in discipline.
2. In compliance with #1 above, a conference between the administrator(s) or supervisor(s) shall be held with the employee, and representative if desired, within ten (10) working days after the complaint is made. The complainant shall be identified. Any dated written complaint shall be available to the employee, in writing, at the time of the conference. Any evidentiary documents relevant to the complaint shall be made available to the employee.
3. Any complaint which the administrator or supervisor chooses not to discuss with the employee, or which is not discussed within the required time, shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District. However, the preceding requirement shall not:
 - a. Have the effect of suppressing information relating to an ongoing investigation related to a report of suspected child abuse or sexual conduct or relating to a substantiated report of child abuse or sexual conduct by a current or former employee;
 - b. Affect the duties of the District to report suspected child abuse or sexual conduct or to discipline a current or former employee for a substantiated report of child abuse or sexual conduct;
 - c. Impair the ability of the District to discipline an employee for a substantiated report of child abuse or sexual conduct; or

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- d. Require the District to expunge substantiated information about child abuse or sexual conduct from any documents maintained by an education provider.
- 4. Complaints made to Board Members shall be referred to the Superintendent of Schools who may handle the complaint in accordance with the procedures outlined above or the Superintendent may refer the complaint to another administrator or supervisor for proper handling in accordance with the procedures outlined above.

Tentative Agreement

Article 18 – Employee Evaluation

A. Evaluation Procedure

1. The Board will adopt, and the District will follow an evaluation process in accordance with the Accountability for Schools for the 21st Century Laws, (ORS 342.805 through ORS 342.910) in collaboration with the Association. The Board will adopt any necessary modifications to the evaluation procedures after reviewing the recommendations of the evaluation committee.
2. The District will provide probationary employees with one copy of the evaluation handbook each year, over their first three years of employment with the District. The District will make available online the evaluation handbook, evaluation procedure, all forms, relevant policies, and changes to the evaluation procedure. Any changes to the evaluation procedure shall be reviewed with employees at the beginning of the school year.
3. No less than ten (10) working days prior to the due date of fall goals, the District shall review the procedures, expectations, and timelines of the evaluation process to members who are scheduled to be the subjects of summative evaluation during the school year.

Article 19 – District Rights

The District retains all of the customary, usual and exclusive rights and decision-making prerogatives to operate and manage the school system including, but not limited to, establishing policies, directing the activities of the school, determining the levels of service and methods of operations, the right to hire, lay off, transfer, promote, to discipline or discharge, to determine work schedules and assign work and any other such rights except as modified by this Agreement.

Tentative Agreement

Article 20 – 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

Superintendent/ Clerk

Date

Date

Appendix A

GENERAL PROVISIONS FOR SALARY SCHEDULES FOR LICENSED PERSONNEL 2025-2027

This schedule is based on a 191-day contract.

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

The salary schedules for the school years covered by this Agreement are shown in Schedule A-1 and A-2.

Effective for the 2025-2026 school year the salary schedule shall be increased by five percent (5%).

Effective for the 2026-2027 school year the salary schedule shall be increased by four percent (4%).

**Appendix A-1
Licensed Salary Schedule
2025-2026 5%**

STEP	BA/BS	BA/BS + 45	BA/BS +75 OR MASTERS	BA/BS + 98 OR MA/MS + 23	BA/BS + 120 OR MA/MS + 45	STEP
1	\$49,130	\$50,604	\$52,628	\$54,206	\$55,832	1
2	\$50,604	\$52,122	\$54,206	\$55,832	\$57,506	2
3	\$52,122	\$53,687	\$55,832	\$57,506	\$59,233	3
4	\$53,687	\$55,295	\$57,506	\$59,233	\$61,010	4
5	\$55,295	\$56,955	\$59,233	\$61,010	\$62,840	5
6	\$56,955	\$58,664	\$61,010	\$62,840	\$64,726	6
7	\$58,664	\$60,423	\$62,840	\$64,726	\$66,667	7
8	\$60,423	\$62,236	\$64,726	\$66,667	\$68,667	8
9	\$62,236	\$64,103	\$66,667	\$68,667	\$70,727	9
10	\$64,103	\$66,024	\$68,667	\$70,727	\$72,848	10
11	\$66,024	\$68,006	\$70,727	\$72,848	\$75,035	11
12	\$66,024	\$70,047	\$72,848	\$75,035	\$77,285	12
13	\$66,024	\$72,148	\$75,035	\$77,285	\$79,605	13
14	\$66,024	\$74,313	\$77,285	\$79,605	\$81,992	14
15	\$66,024	\$74,313	\$79,605	\$81,992	\$84,450	15

* This schedule is based on a 191 day contract.

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

**Appendix A-2
Licensed Salary Schedule
2026-2027 4%**

STEP	BA/BS	BA/BS + 45	BA/BS +75 OR MASTERS	BA/BS + 98 OR MA/MS + 23	BA/BS + 120 OR MA/MS + 45	STEP
1	\$51,095	\$52,628	\$54,733	\$56,374	\$58,065	1
2	\$52,628	\$54,207	\$56,374	\$58,065	\$59,806	2
3	\$54,207	\$55,834	\$58,065	\$59,806	\$61,602	3
4	\$55,834	\$57,507	\$59,806	\$61,602	\$63,450	4
5	\$57,507	\$59,233	\$61,602	\$63,450	\$65,354	5
6	\$59,233	\$61,011	\$63,450	\$65,354	\$67,315	6
7	\$61,011	\$62,840	\$65,354	\$67,315	\$69,334	7
8	\$62,840	\$64,725	\$67,315	\$69,334	\$71,414	8
9	\$64,725	\$66,667	\$69,334	\$71,414	\$73,556	9
10	\$66,667	\$68,665	\$71,414	\$73,556	\$75,762	10
11	\$68,665	\$70,726	\$73,556	\$75,762	\$78,036	11
12	\$68,665	\$72,849	\$75,762	\$78,036	\$80,376	12
13	\$68,665	\$75,034	\$78,036	\$80,376	\$82,789	13
14	\$68,665	\$77,286	\$80,376	\$82,789	\$85,272	14
15	\$68,665	\$77,286	\$82,789	\$85,272	\$87,828	15

* This schedule is based on a 191 day contract.

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

Appendix B

General Provisions for Extra-Duty Salary Schedules 2025-2027

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 \$42,000 for 2025-2027.

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 (1) 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 (1) step above their prior year step placement.

Extended Pay for Post-Season Activities:

Coaches/advisors covered by Appendix B of this Agreement will be paid an additional stipend of one hundred dollars (\$100) for participation in a post-season OSAA sponsored state competition.

The District may split extra-duty stipends if the employee receiving a full stipend requests that the stipend be split to hire an additional coach. The District shall follow the provisions in Article 7 – Vacancies and Transfers when posting the split stipend positions.

While the current choir and band directors are in place, they shall split the middle school band and choir stipends with the high school directors. If one or more of the directors are changed during the term of this Agreement, this will be null and void.

Appendix B-1
Extra-Duty Salary Schedule
2025-2027

A	B	C	D	E	F
HIGH SCHOOL	HIGH SCHOOL	HIGH SCHOOL	MIDDLE SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL
BANDS DIRECTOR BASKETBALL, HEAD FOOTBALL, HEAD	ANNUAL BAND, ASS'T BASEBALL, HEAD CHOIR DIRECTOR CROSS COUNTRY, HEAD DRAMA DIRECTOR FOOTBALL, 1ST ASS'T FORENSICS DIRECTOR GOLF, HEAD SOCCER, HEAD SWIMMING, HEAD TENNIS, HEAD TRACK, HEAD VOLLEYBALL, HEAD WRESTLING, HEAD SOFTBALL, HEAD RALLY, VARSITY	BASEBALL, ASS'T JV BASEBALL, HEAD BASKETBALL, ASS'T CROSS COUNTRY, ASS'T CULINARY DRAMA, ASS'T E-SPORTS (2 seasons) FOOTBALL, ASS'T FORENSICS, ASS'T JV SOFTBALL, HEAD MARKETING (Bulldog Sales) NEWSPAPER SOFTBALL, ASS'T SWIMMING, ASS'T SOCCER, ASS'T TRACK, ASS'T VOLLEYBALL, ASS'T WRESTLING, ASS'T	ANNUAL BASKETBALL, HEAD CROSS COUNTRY, HEAD FOOTBALL, HEAD TRACK, HEAD VOLLEYBALL, HEAD WRESTLING, HEAD	BAND DIRECTOR BASKETBALL, ASS'T CHOIR DIRECTOR CROSS COUNTRY, ASS'T FOOTBALL, ASS'T TRACK, ASS'T VOLLEYBALL, ASS'T WRESTLING, ASS'T EMERGING SPORTS HIGH SCHOOL COMPUTER SCIENCE CONSTRUCTION DANCE SHOW DIRECTOR HEALTH CARE METALS SCOREBOARD TECH	DEPARTMENT CHAIR OBOB KNOWLEDGE BOWL MIDDLE SCHOOL DANCE SHOW DIRECTOR DRAMA NEWSPAPERS OBOB
A	B	C	D	E	F
STEP INDEX SALARY	STEP INDEX SALARY	STEP INDEX SALARY	STEP INDEX SALARY	STEP INDEX SALARY	STEP INDEX SALARY
1 0.14 \$5,939	1 0.10 \$4,242	1 0.07 \$2,969	1 0.06 \$2,545	1 0.05 \$2,121	1 0.03 \$1,273
2 0.16 \$6,787	2 0.12 \$5,090	2 0.08 \$3,394	2 0.07 \$2,969	2 0.06 \$2,545	2 0.035 \$1,485
3 0.18 \$7,636	3 0.13 \$5,515	3 0.09 \$3,818	3 0.08 \$3,394	3 0.07 \$2,969	3 0.04 \$1,697
4 0.20 \$8,484	4 0.14 \$5,939	4 0.10 \$4,242	4 0.09 \$3,818	4 0.08 \$3,394	4 0.045 \$1,909
5 0.22 \$9,332	5 0.15 \$6,363	5 0.11 \$4,666	5 0.10 \$4,242	5 0.09 \$3,818	5 0.05 \$2,121
6 0.24 \$10,181	6 0.16 \$6,787	6 0.12 \$5,090	6 0.11 \$4,666	6 0.10 \$4,242	
7 0.26 \$11,029	7 0.17 \$7,211	7 0.13 \$5,515	7 0.12 \$5,090		
8 0.27 \$11,453	8 0.18 \$7,636	8 0.14 \$5,939			
9 0.28 \$11,878	9 0.19 \$8,060				

Appendix C
Hourly, Daily and/or Event Assignments Salary Schedule
2025-2027

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

Athletic Activities

Assignment	Compensation	Dollar Rate 2025-27
Supervisor, Concessions	Event	38.00
Supervisor, Field, Grandstand, Parking, After Game Dances	Event	38.00
Supervisor, Rooster Bus	Event	83.00
Ticket Sellers and Takers	Event	38.00
Track Officials for after school meets (Starters, Timers, Judges)	Event	38.00

Non-Athletic Events

Assignment	Compensation	Dollar Rate 2025-27
Curriculum Writing	Per Hour	32.00
Summer School Instructors	Per Hour	38.00
Supervisor of Dances	Per Event	61.00
Supervisor for Saturday School	Per Hour	38.00
Home Tutors (when members of bargaining unit)	Per Hour of Instruction Time	36.00
Other special assignments outside calendar for which the principal might choose one of several employees	Per Hour	32.00
Other special assignments outside the contract calendar for which the principal needs the services of one particular employee	Employee's Daily Rate	
Work Sample Scoring/ Work Sample Coordinators	Per Hour	32.00
Elementary, Senior High and Middle School Preparation Period Substitutes/Class Coverage	Per Period	32.00
After School Program Instructor or Club Advisor meeting during 30-minute lunch A full stipend shall be awarded for a minimum of 6 hours of meetings 9 week quarter or a half-stipend shall be awarded for a minimum of 3 hours of meetings per 9 week quarter.	Per Quarter	300.00
Other special assignments outside of the contract day for which the District needs the services of one or more employee	Per Hour	32.00
Lead Teacher	Per Day Partial Day	150.00 Prorated