

**Nyssa School District No. 26**

**and**

**Nyssa Education Association**

**2011-2015**

**Agreement**

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## **Article 1 – Scope and Intent**

- A. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for licensed personnel included in the bargaining unit.
- B. The District recognizes the Nyssa Education Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular full-time and regular part-time (½ time or more) licensed personnel employed by the District. The District agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement.
- C. Supervisors, confidential employees, substitute, temporary, and incidental teachers, or those having evaluative responsibility over other licensed staff members, are specifically excluded from the bargaining unit. An incidental teacher is defined as one who is employed to fill a position which is of a limited duration, such as summer school or evening classes, which is not part of a regular teaching assignment. A temporary teacher is one employed for a specific position which is designated as temporary or experimental, but is utilized to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension, or dismissal of a contract or probationary teacher.

## Article 2 – Grievance Procedure

### A. Definitions

1. A “Grievance” is a claim by an employee or employees based upon the interpretation, application or violation of specific provisions of the Agreement. A grievance must be initiated at Step One within fifteen (15) days of the time the grievant should have reasonably had knowledge of the event upon which the grievance is based. The Association may file a grievance on behalf of an individual employee on written consent of the employee.
2. A “Grievant” is the person or persons making the claim. The Association may file a class action grievance concerning an issue which affects all employees in the bargaining unit upon approval of the Association’s Executive Committee. Such a grievance may be initiated at Step Two within ten (10) days following the event giving rise to the grievance.
3. 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. A “Day” means days on which the District Office is open.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances as defined herein. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
3. Once a grievance is filed, the Association shall have the sole right to make a determination in good faith whether the grievance will be processed to the next step and whether a grievance will be referred to arbitration pursuant to the procedures of Step Three.

### C. Procedure

1. Step One - Principal or Immediate Supervisor.

A grievant shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.

2. Step Two - Superintendent.
  - a. If the grievance is not resolved between the grievant and immediate supervisor at Step One, or if no decision has been rendered within ten (10) days after the presentation of the grievance at Step One, the grievant may file the grievance in writing with the Superintendent. The written grievance will identify the alleged violation(s) and section(s) of the contract in question and the requested remedy. The grievance must be filed with the Superintendent within ten (10) days after the decision at Step One or twenty (20) days after the grievance was presented at Step One, whichever is sooner.
  - b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will hold a Step Two grievance conference. The Superintendent shall respond within ten (10) days of the Step Two grievance conference. If the grievant is not satisfied with the Superintendent's response, the parties may mutually agree to pursue resolution of the grievance by grievance mediation through the Employment Relations Board's Conciliation Service Office or such other mediator as may be mutually agreed. If grievance mediation is agreed upon by the parties, the arbitration filing timelines described in Section 3.a., below, will be suspended until completion of the grievance mediation.
  - c. If new information becomes known to the grievant during Step Two, the grievant may re-initiate the grievance at Step 1 regardless of the fifteen (15) day time limit set forth in Section A. 1. of this Article. This subsection may not be invoked for information that was known or should have been known to the grievant when initiating the grievance at Step 1.
3. Step Three - Arbitration.
  - a. If the grievance has not been resolved at Step Two, the Association may refer the grievance to arbitration by written notice to the District within ten (10) days of the Superintendent's response at Step Two or twenty (20) days after the presentation of the grievance at Step Two, whichever is sooner.
  - b. When a timely request has been made for arbitration, the parties or their designated representative shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the appeal, jointly request the Public Employee Relations Board to submit a list of thirteen (13) Oregon arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the remaining name shall act as the arbitrator.
  - c. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision not later than thirty (30) days after the date of the close of the hearing and the receipt of post-hearing briefs.

- d. The arbitrator shall have only the authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand or detract from the specific and expressed terms of this Agreement. The arbitrator shall not substitute his/her judgment for the discretion of the District. The decision of the arbitrator within the scope of his/her authority shall be final and binding on all parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. Rights of Employees to Representation

1. An Employee and Association

A grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by representatives selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals

No reprisal of any kind shall be taken by the Board, the Association, its members, the grievant or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

All decisions of the grievance procedure subsequent to Step One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

2. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings

All meetings and hearings under this procedure will be in a closed session, unless held in open session by mutual agreement of the parties. If closed, only parties in interest and their designated or selected representatives will be included. No meeting will be held that does not comply with the Public Meetings Law.

4. Moratorium On Certain Grievances

No grievance or other claim relating to a teacher's evaluation procedures, or a program of assistance for improvement shall be filed while a teacher is on a program of assistance. All statutes of limitation and grievance timelines shall be tolled while the subject claims are held in abeyance under this moratorium provision. The moratorium and tolling period ends on the date the program of assistance for improvement is completed, not to exceed one year, after which any claims subject to this moratorium may be pursued as otherwise provided by law or contract. However, in the case of a contract teacher who has not received a contract extension by March 15 of the first year of the teacher's contract, the moratorium will continue until the teacher receives notice of contract extension or non-extension, dismissal or until March 15 of the following school year, whichever occurs first.

### **Article 3 – District Rights**

The District, acting through the Superintendent, principals, or other supervisory and administrative personnel, has responsibility for management of the educational programs of the District. To fulfill this responsibility, the rights of the District, except as limited by specific provisions of this Agreement and applicable State and Federal laws, shall include, but are not limited to:

1. Determining, establishing, directing, the educational programs to be provided;
2. Establishing standards of instruction;
3. Approval of material and equipment;
4. Establishing procedures and standards for employment, promotion and demotion, transfer, and layoff;
5. To discipline or discharge for just cause as provided in Article 6;
6. To determine job descriptions;
7. Direct the activities of the District's employees;
8. To contract and subcontract with regard to any aspect of the District's operation except bargaining unit positions and instances covered under Article 13 - I, provided that the District retains the right to subcontract extra-duty assignments;
9. Any other right or prerogative except as may expressly be limited by the terms of this Agreement.

## Article 4 – Association Rights

- A. The Association and its members shall be permitted to use school building facilities when arranged for in advance at reasonable times during non-duty hours (before workday, after workday, lunchtime), provided that such use shall not interfere with normal school operations and in accordance with school building use policy. Use of District equipment will not interfere with normal use and the reasonable cost of such use and supplies will be charged to the Association. One bulletin board per building located in the faculty room shall be made available to the Association and its members and may be used by the administration for announcements of interest to teachers.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, information which is of a public nature and/or required by law for the Association to function as bargaining representative, provided that work product information prepared by the District in connection with collective bargaining, grievance handling or contract administration, or arbitration shall not be subject to this requirement. On request, the District will provide the following information to the Association president:
1. Advance notice of all School Board meetings;
  2. School Board meeting agendas and minutes;
  3. Copies of District budgets.
- C. The Association shall be notified of District committees dealing with matters covered by the Agreement and utilizing employee participation. The Association may, at its discretion, select an employee serving on the committee to represent the Association, except that if no Association member is on a committee, the Association may appoint an employee representative to the committee.
- D. The District shall grant the Association and its members a total of eight (8) days paid leave for Association business. Such leave must be requested by the Association president twenty-four (24) hours in advance. The Association shall reimburse the District for the cost of a substitute.
- E. Whenever the District requires any teacher to participate in negotiations, grievance proceedings, conferences or meetings during working hours, the teacher shall suffer no loss in pay.

## Article 5 – Dues and Payroll Deductions

- A. Any employee who is a member of the Association or who has applied for membership, may sign and deliver personally or through the Association, an assignment authorizing deduction of the membership dues in the United Education Profession (i.e., Local, OEA/NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereafter provided. Pursuant to such authorization, the District shall deduct 1/10 of such dues beginning with the November paycheck of the employee and then each month for a total of ten (10) months. Deductions for members who joined the bargaining unit represented by the Association after the commencement of the school year shall be prorated by the Association and the District notified of the prorated amounts so that payments will be completed by the following August.
- B. Employees may authorize and de-authorize certain payroll deductions at any time.
- C. Any employee who has not requested payroll deduction of Association dues under Article 5, Subsection A of this Agreement, or who has not been certified by the Association to the District that his/her dues have been paid directly to the Association, shall be subject to the provisions of this Article.
- D. Teachers' payroll checks shall itemize all payroll deductions and shall include items eligible for payroll deductions, such as credit union transactions, group insurance programs, annuities, and other deductions, such as charities, approved by the District.
- E. The Association shall indemnify, defend and hold the District harmless against any claim made and any suit instituted against the District on account of any action taken under the provisions of this Article.

## Article 6 – Employee Rights

### A. Non-Discrimination

The District and Association agree not to discriminate against any employee covered by this Agreement because of race, color, religion, sex, national origin, handicap, marital status, age, or membership in the Association. A claim filed by an employee with any state or federal agency or court involving any subject referred to in this provision shall constitute an election of remedies and a waiver of any recourse or remedy under the provisions of Article 2.

### B. Employee Discipline

1. Discipline shall be defined as an act of the employer against an employee which may lead to the dismissal of the employee or have an adverse affect on the continuation of employee's employment.
2. No employee shall be disciplined or discharged without just cause except for:
  - a. The nonrenewal or discharge of probationary teacher contracts during the first two years of employment;
  - b. Assignments to or retention in extra-duty assignments or extended contract time.
3. The employee shall have the right to Association representation and reasonable advance notice of meetings which might reasonably be expected to lead to disciplinary action.
4. Final decision(s) shall be rendered in writing.

### C. Criticism

Unless the circumstances require immediate criticism of an employee without an opportunity to deliver such criticisms in private, any criticism of any employee by a supervisor, administrator, or other agent of the employer related to employment shall not be made in the presence of students, parents of students, other employees who are not involved in official capacity, or at public gatherings. This provision shall be inapplicable to information which is related to a complaining parent concerning the results of an investigation relative to the subject matter of the complaint and action taken as a result of such investigation. All critiques made shall be confidential.

### D. Organizing

Employees shall have the right to organize, join and assist the Association, to participate in professional negotiations with the District through the Association and to engage in other concerted activities for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the educational program or to refrain from any or all such activities.

E. Safety

The District will comply with applicable state or federal standards concerning a safe and healthful working environment for all employees and provisions for appropriate equipment and materials to complete work assignments. Employees shall notify the District when they become aware of any conditions which they believe do not comply with applicable state or federal standards. The District will take reasonable steps to investigate and correct such conditions where the District determines that a safety risk in fact exists and elimination of such risk is feasible. If state and/or federal regulations require employees and/or students to use safety equipment in carrying out work and/or classroom assignments, the District shall supply such necessary equipment and maintain that equipment in safe working order.

F. Substitutes

Securing substitute teachers shall be the responsibility of the building principal or supervisor, from a list approved by the Superintendent.

G. Tobacco Use

Tobacco use by employees shall not be allowed on school property.

## **Article 7 – Complaint Procedure**

- A. When a complaint regarding an employee is made to a Board member or an administrator, the complaint shall be discussed with the employee within ten (10) working days of the beginning of the investigation
1. If the District intends to make a record of the complaint in the evaluation report,
  2. Or if the District intends to place a record of the complaint in the employee's personnel file,
  3. Or if, in the District's judgment, the complaint is sufficiently relevant to the employee's performance as to require a formal conference.

If either of the parties is unavailable, the ten (10) working days shall begin upon the availability of both parties.

- B. During the discussion of the complaint the employee will be presented with the complaint in writing. The written complaint shall include the nature of the complaint, other available information, and the requested remedy, if any.
- C. Any complaint which the District chooses not to discuss with the employee as noted under "A" above, shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- D. The employee has the right to representation at all meetings relating to this procedure if such meeting could reasonably result in disciplinary action.
- E. Any disciplinary action taken by the District as a result of a complaint shall be for just cause and may be appealed through the provisions of Article 2.

The provisions of this article to do apply in cases of alleged child abuse or violation of law.

## Article 8 – Personnel Files

- A. Employees or designated representatives will have the right, upon timely request, to review the contents of their personnel files and to receive a copy at the employee's expense of any documents contained therein with the exception of confidential reports from previous employers. An employee will be entitled to have a representative of the Association accompany him/her during such review. Except for charges resulting in disciplinary action, an employee will have the right to indicate those documents and/or other materials in his/her file which are two (2) or more years old and which he/she believes to be obsolete or otherwise inappropriate for retention. However, the decision to remove any material shall be at the discretion of the Superintendent.
- B. No material pertaining to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. An employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written rebuttal to such material which will be attached to the file copy.
- C. Material or evidence not previously recorded in the teacher's personnel file or not made available to the teacher will not be used by the District when considering demotion, discipline or other involuntary change in employment status. This shall not preclude the introduction of material or evidence from a supervisor's notes, file, or day-book substantiating conversations with an employee, verifying dates, or substantiating what has previously been communicated to the employee.

## Article 9 – Evaluation

### A. General Conditions

1. The purpose of teacher evaluation is improving instruction, determining and encouraging teacher development and growth in the teaching profession, improving communication between teachers and their immediate supervisors, evaluating a teacher's performance of teaching responsibilities and, when necessary, identifying areas of unsatisfactory performance.
2. Teachers shall be evaluated annually. At the discretion of the supervisor or building administrator, contract teachers may be evaluated every other year unless the teacher requests a formal, yearly evaluation.

### B. Evaluation Procedures

#### 1. Time Requirements

- a. For each contract teacher being evaluated, one evaluation cycle shall be completed by May 1 and shall consist of a minimum of one observation cycle.
- b. For each probationary teacher one evaluation cycle shall be completed by March 1 and shall consist of a minimum of two observation cycles to be completed by December 1 and March 1 of each evaluation cycle.
- c. The final written evaluation of record used to recommend continuation or termination of employment of probationary and temporary teachers shall be completed and signed by both the teacher and the evaluator no later than the March School Board meeting.

#### 2. Evaluation Cycle

- a. Prior to November 1 of each year, every teacher shall receive a copy of: the District's evaluation policy, the evaluation forms, the teacher's job description, and a statement of the District and Building expectations for teacher performance (Standards of Competent Performance).
- b. An evaluation cycle shall begin with a pre-evaluation conference at which the administrator and teacher will review the evaluation forms, job description, and statement of expectations (Standards of Competent Performance) and will mutually identify two (2) professional growth goals that support the teacher's job responsibilities.
- c. The pre-evaluation conference shall be followed by one or more formal observation cycles. The observation cycles shall consist of a pre observation

conference, followed by up to two (2) observation(s) of no less than twenty (20) minutes in length.

- d. The observation(s) shall be followed by a post-observation conference within fifteen (15) working days after the observation at which the teacher shall receive a completed observation form and shall be given the opportunity to discuss the findings with the administrator before signing the form.
- e. Additional drop-in or informal observations may occur without a pre observation conference at any time during the school year at the request of the teacher or at the discretion of the administration. If a written record of the teacher's performance is created by the administrator during a drop-in observation, the teacher will be provided a copy within five (5) working days.
- f. At the end of the evaluation cycle, the teacher will receive a final written evaluation which shall assess the teacher's performance over the year in relation to the performance standards reviewed at the pre evaluation conference. The results of the evaluation will be discussed with the teacher at a post evaluation conference. At the conclusion of the conference, the teacher will be required to sign the evaluation, a copy of which will be given to the teacher and which will be placed in his/her personnel file.

#### C. Program of Assistance

In cases of inadequate performance or inefficiency, a reasonable expectation is for the immediate supervisor and the teacher to develop a program of assistance for correcting the problem or termination parameters. The program of assistance will conform to the following guidelines:

1. The program of assistance will be in writing.
2. The program will identify the performance inadequacies.
3. The program will specify a definite date for the accomplishment of required improvements.
4. The program shall be discussed with the teacher before implementation and shall be signed by the teacher and the administrator.
5. The Association will, upon written request by the teacher, be consulted by the District in the development of the program of assistance.

## Article 10 – Assignments/Vacancies/Transfers

### A. Assignments

Reasonable effort will be made to provide teachers written notice of their grade, class and/or subject assignments, building assignments, room assignments, or specialty (such as librarian) for the forthcoming year by June 1.

### B. Transfers and Posting

The Superintendent shall have power to transfer any member of the teaching corps from one position to another, providing such teacher is eligible for the position to which transfer is made. Licensed employees will be given a minimum of seven (7) days' notice of all licensed openings in the District in the following manner:

1. each opening shall be posted on the bulletin board in each faculty room;
2. on the Superintendent's bulletin board; and
3. a copy shall be given to the Nyssa Education Association president when the listing is mailed out.

The posting requirements of this section will not apply when the Association has been notified that a position will be filled according to the recall procedures of Article 11.

### C. Filling of Vacancies

On request, current employees shall be given due consideration in the filling of vacancies in existing or new positions. Such consideration shall include an interview and, if the employee is not selected, a summary of the reasons for non-selection. The decision of the District will be final.

### D. Involuntary Transfers/Reassignments

1. Involuntary transfers/reassignments are those in which an employee is transferred/reassigned at the initiation of the District. In such event the teacher will be given prior notice and an opportunity to discuss the matter and to express his/her views on the subject of the transfer. Upon request, the changes will be reviewed promptly by the Superintendent and the teacher or teachers involved. The decision of the District will be final.
2. If any transfer/assignment change is made less than ten (10) days prior to the first teacher workday or at any time during the school year, the teacher(s) shall be given two (2) days' paid release time or two (2) paid prep days to make the appropriate preparations.
3. Transferred/reassigned teachers will be given assistance with the transfer of material/equipment between work sites.

## Article 11 – Layoff and Recall

The parties recognize that reduction in staff may result from the District's lack of funds to continue its educational program at its anticipated levels, from the elimination of classes due to decreased student enrollment, or from the District's elimination or adjustment of classes due to administrative decision. In such instances, the following procedures will apply.

### A. Layoff

1. Whenever the Board determines that a layoff is necessary, it will notify the Association. Notice will be given to the affected employees sixty (60) calendar days prior to the effective date of the layoff except in the case of a funding emergency. In this case, the District will notify the affected employee(s) as soon as possible, but not less than thirty (30) days.
2. Definitions.
  - a. “Seniority” shall be defined as the employee’s total length of service in the District since last date of hire. Seniority will be calculated from the first day of actual service as a teacher with the District, inclusive of approved leaves of absence taken after the first day of actual service. Seniority shall not accrue during unpaid leaves of absence, but authorized unpaid leaves of absence shall not be considered to “break” continuity of employment. In case two or more employees have the same seniority with the District, the tie will be resolved by drawing lots.
  - b. “Competence” means the ability to teach a subject or grade level based on recent teaching experience or educational attainments, or both, but not based solely on being licensed to teach a subject or grade level.
  - c. “Merit” means the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher.
3. In the event that a layoff is necessary, the employees to be retained shall be determined by means of the following criteria:
  - a. A determination of whether the teachers to be retained hold the proper licensure to fill the remaining position(s);
  - b. A determination of the seniority of teachers to be retained; and,
  - c. A determination of the merit and competence of the teacher being retained and the teacher being released, if the District desires to retain a teacher with less seniority than a teacher being released under this Article;

4. Nothing in this Agreement shall be construed so as to interfere with the Board's right to dismiss a contract teacher pursuant to the provisions of the fair dismissal law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.
5. In conducting layoff under this Article, the District will first determine the program(s) or area(s) scheduled for layoff or elimination. After such determination, the District will make every effort to transfer employees in such program(s) or area(s) to other vacant positions for which they are properly licensed.

B. Recall Procedure

1. If within 27 months of layoff, a vacancy occurs within the District for which a laid-off employee is licensed and fully qualified, the recall procedure outlined below will be followed:
  - a. Employees will be recalled in reverse order of layoff according to seniority, competence and merit.
  - b. At the time of layoff, the District shall provide for laid-off employees to express in writing a desire to return to the District. Failure to so indicate shall constitute a waiver of recall rights. The District shall also receive the employee's address for recall notification. In the event of a recall, District shall notify the employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District office. The employee will have twenty (20) calendar days from the date of mailing to notify the District of a commitment to return. The employee must thereafter report on the starting date specified by the District providing that this will not be less than sixty (60) calendar days from the date the notice of recall was received, or lose all recall rights.
  - c. All benefits to which an employee was entitled at the time of reduction, including unused accumulated sick leave at the time of layoff will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience. An employee will not receive increment credit following the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring contract teacher status. Employee benefits do not accrue during the time of layoff.
2. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
3. Employees covered by this Article will be given consideration for substituting; such will not affect the employee recall rights.

C. Appeals Procedure

1. Any “appeal” from the Board’s decision in the application of layoff or recall pursuant to this Article shall be by means of expedited arbitration as follows:
  - a. The Association shall have ten (10) business days from the time the teacher received written notice of layoff/recall to request expedited arbitration. This request shall be in writing.
  - b. The Association and the District shall then have ten (10) business days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
  - c. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator’s decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:
    - exceeded its jurisdiction;
    - failed to follow the procedure applicable to the matter before it;
    - made a finding or order not supported by a reasonable basis in the best interest of the overall educational program of the District (including its determination of merit and competence); or
    - improperly construed the applicable law.

## Article 12 – Work Load

### A. Calendar

1. The length of the contract year shall not exceed one hundred ninety (190) eight (8) hour paid workdays (1520 hours) composed of:
  - a. Not more than one hundred seventy-five (175) student contact days;
  - b. Not less than seven (7) paid holidays, including Labor Day, Veterans' Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, and Memorial Day;
  - c. And not less than eight (8) working days without students, including
    - i. One (1) in-service day preceding the opening of the school year,
    - ii. Two (2) workdays preceding the opening of the school year,
    - iii. Three (3) workdays to be used as follows:
      1. One (1) full day at the end of the fall quarter;
      2. One-half (½) day at the end of the first semester;
      3. One (1) full day at the end of the spring quarter;
      4. One-half (½) workday immediately following the last student attendance day of the year; and
    - iv. Two (2) days worth of school improvement time to supplement the time required to address issues relating to school improvement (i.e., curriculum development, work sample scoring and recordkeeping, instructional strategies, school improvement plan development and implementation, teacher collaboration, etc.) as determined at the discretion of the District.
2. Workdays shall be reserved primarily for teacher preparation, grading, and recordkeeping activities, but a maximum of one (1) hour may be used for teacher/administrator meetings unless mutually agreed upon by the Association and Superintendent.
3. In-service shall be developed at the District or building level following input by certified teaching staff with time reserved for District-wide matters.
4. The District calendar will be developed by the Superintendent and approved at the sole discretion of the Board following input from the staff.

### B. Workday

1. The regular teaching day for full-time teachers shall not exceed eight (8) hours fifteen (15) minutes per day, including a minimum of thirty (30) continuous minutes duty-free lunch unless mutually agreed upon by the Association and Superintendent.
2. Staff meetings will occur during the time period scheduled for the regular workday of the District. If the Association and building administrator agree to conduct staff meetings

outside the regular workday, compensatory time may be taken at the end of any workday prior to the end of the school year with administrative approval.

3. Early release of teachers shall be at the sole discretion of the District.

C. Emergency Closures

1. When schools are closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits. Employees are not required to make up days when such days fall on non student contact days (i.e., in-service).
2. When schools are dismissed early due to emergency or hazardous conditions, employees shall be dismissed at the end of the student day.

D. Preparation Time

1. Elementary Teachers

Every elementary classroom teacher shall normally have a minimum of forty (40) consecutive minutes of duty-free preparation time daily. Non-classroom teachers (i.e. music and physical education) shall normally have a minimum of forty (40) consecutive minutes or two (2) twenty (20) consecutive minute blocks of duty free preparation time daily. Except during the beginning or end of the school year, or when non-instructional assignments replace instructional time, classroom teachers normally shall not be assigned non-instructional duties; however, both parties recognize that unusual conditions may occur in which the administrator can occasionally assign recess duty. The district and association agree to revisit this article at six month intervals at the request of either party and may revise if mutually agreeable. Preparation time for elementary teachers will be 30 minutes on Fridays.

2. Middle School and High School

Every middle school and high school teacher shall normally have duty-free preparation time equivalent to one (1) classroom period daily. On a day when a teacher has no scheduled preparation period, the teacher will get a 30 minute preparation period after the student contact day except on "comp" and early release days when the 30 minute prep will not be scheduled. The principal has full discretion of when to schedule this time during the workday.

3. Loss of Preparation Time

The parties recognize the desirability of regular teacher preparation time as provided above. The parties also recognize that conditions may occur which may in unusual circumstances preempt such time or which may occasionally interrupt preparation time. Occasional interruptions of preparation time periods are accepted by the parties as

incidental to teaching, provided that if a teacher's preparation period, or block as the case may be, is preempted by an administrator, the teacher shall be entitled to:

- a. Early release equivalent to the loss of preparation time at a time jointly agreed upon by the building Administrator and the teacher; or
- b. A \$25 stipend. This stipend will only be paid to teachers covering another classroom during their scheduled prep period.

E. Class Size

1. The parties agree to establish an ad hoc class size committee to review problems identified by a teacher relating to class size or work load. The committee shall be composed of the Superintendent or his/her designee, the building principal, the teacher involved, and an Association representative selected by the Association.
2. The committee shall be convened within fifteen (15) days from receipt of such request. A report concerning the findings and recommendations of the committee shall be filed within thirty (30) days with the Board and the Association. The Board shall consider the report at its next regular public meeting following receipt of the report.
3. The Board shall notify the teacher and the Association concerning action on the recommendations within five (5) days of such action. The decision of the Board will be final and binding on the parties.

## Article 13 – Instruction and Professional Development

### A. Student Grades

Teachers shall maintain the right and responsibility to determine grades and other evaluation of students. No grade or evaluation shall be changed without approval of the teacher except through formal action of the Board. If and when a grade is changed by formal action of the Board, the District will accept full responsibility for such change.

### B. Student Discipline

1. Teachers shall be informed annually of the District's policy regarding student discipline.
2. School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures. The administration and staff will work cooperatively in an effort to achieve uniform enforcement of building standards.
3. Teachers shall have the right to temporarily remove seriously-disruptive students from their classroom. Prior to readmission, a conference will be held with the appropriate administrator, the teacher and/or student and the parent/guardian. (If a parent/guardian is contacted and refuses to attend, the conference may be held without the parent/guardian.) A seriously disruptive student is one who is unmanageable and/or who may pose a threat to the physical safety of the teacher or other students. Final decision as to regular admittance to class rests with the principal.

### C. Student Teachers

1. Acceptance of a student teacher supervisory assignment will be strictly voluntary.
2. Monies paid to the District by the cooperating college or university for direct student teacher supervision will be paid to the supervising teacher. The check received by the District will be given to the teacher.

### D. Mentor Teacher Program

If a mentor program is established, the District and Association will enter into bargaining to specify conditions and compensation.

### E. Site Committees

The District may establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under ORS 336.705 to 336.780, the Oregon Educational Act for the 21st Century, and/or as part of the District's staff/curriculum development program.

1. Any site committee which is established as a component of such programs shall be composed as provided by law with teacher representatives selected in an election conducted by the Association or, if provided by law, by the Association itself.

2. No program plan/implementation that results from a site committee shall:
  - a. Violate any District policy unless approved by the School Board.
  - b. Violate any provision of the master Agreement unless mutually approved by the School Board and the Association.
  - c. Establish any past practice or precedent with regard to contract negotiations, contract administration and/or grievances.
3. The Superintendent and the President of the Association will meet periodically to discuss the matters related to site-based committee programs. The District will comply with any reasonable request from the Association for information regarding a proposed or implemented site-based decision making program.
4. Participation in site committee activities and meetings which require attendance beyond the normal workday shall be voluntary. For any time spent for site council beyond the normal workday, compensatory time may be taken at the end of any workday prior to the end of the school year with administrative approval.
5. Each building site council shall have a leave bank that is controlled by the Building's site committee. Each site committee will be responsible for establishing its own rules for administering the bank and approving utilization of bank funds. Each site council bank shall consist of \$3,500 dollars per year. The Elementary leave bank (K-5) shall consist of \$7,000.
6. The site council leave bank shall be for the purpose of reimbursing teachers for expenses incurred for attendance at in-service and conferences pertaining to Site Councils.

F. Professional Conferences

Approval and reimbursement for any instruction, professional development and coaches clinics not covered by Article 13(E) must be approved by the District, subject to its sole discretion.

G. Travel Reimbursement

Travel reimbursement for attendance at Site Council conferences in Article 13 (E) and Professional Conferences under in Article 13 (F) will be made as follows: The District will be responsible for motel payment and will make all arrangements. Employees will be responsible should they make changes in District arrangements. Reimbursement for meals shall be given only for overnight trips and shall be at the maximum rate of \$35.00 (breakfast = \$8.00, lunch = \$10.00, dinner = \$17.00) per day as verified by receipts. When an employee drives his/her own car, and no alternative method of transportation has been offered or provided by the District, the owner shall receive the current IRS rate for each mile traveled. The cost of expense reimbursements and substitution for attendance at Site Council conferences in Article 13 (E) shall be deducted from the respective Conference Bank. Receipts must be turned in within 20 work days from the date of the conference.

## H. Professional Development Plans

Members have the right to choose to participate in the District Continuing Professional Development Plan or to develop their own Individual Continuing Professional Development Plan, (as provided by TSPC Professional Development Rules) which are incorporated into the Agreement by this reference.

1. The District will provide certificates of completion to be applied toward professional development units for Nyssa School District educational inservice activities.
2. A teacher may propose a continuing professional development advisor of his/her choice.
3. The function of the Plan advisor will be limited to:
  - a. Initial review (but not approval) of the Plan design and any proposed modifications.
  - b. Verification that the employee participated in and/or completed Plan activities.
  - c. Upon verification that an employee has completed the Plan activities, the District shall not withhold signature of employee's TSPC Professional Development Plan.

## I. Distance Learning

It is mutually recognized that "distance learning" technologies and programs can offer expanded educational opportunities to the District's students, as well as shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

1. The District retains the right to offer courses through "distance learning" which are an enhancement of, or in addition to, courses currently provided by the employees. Such programs shall be used for elective classes for small numbers of students only and shall not be used to replace regular, required core curriculum classes.
2. Specific "distance learning" classes to be offered shall be determined by the building administrator in consultation with the building site council.
3. Instruction received for all "distance learning" classes must be provided by an instructor employed by an accredited educational institution. Instruction delivered from Nyssa School District for "distance learning" must be provided by a person holding a valid Oregon teaching license. If the on-site supervision is being provided by a non-licensed employee, said employee shall not perform any duties normally reserved for licensed personnel, as per TSPC guidelines.
4. During the term of the agreement, no employee will be terminated, nor shall the total hours of positions be reduced as a result of the district's utilization of "distance learning" or contracting out of these services.

## Article 14 – Compensation

### A. Salary Schedule

2011-2012: The salary schedule will remain unchanged from the 2010-2011 salary schedule.

2012-2013: The pay period following ratification of the Agreement, the base salary will be increased 1%.

2013-2014: The base salary will be increased 1%.

2014-2015: The base salary will be increased 1%.

The salary schedule for teachers covered by this Agreement for the duration of this agreement are attached as Appendices A, B, C, and D and, by this reference, incorporated herein.

### B. Salary Placement/Advancement

1. New employees shall receive full credit for years of licensed classroom teaching experience recognized by TSPC with each full year worth one (1) step.
2. Effective September 1 of each year during the term of this Agreement, all employees, except those on the top step of each column, shall receive a step increase.
3. To move horizontally across the schedule, teachers must verify to the District credits earned with a grade slip or official transcript by September 10 of each year. Course work which is not at the graduate level, not part of a graduate degree program, or not directly related to a teacher's certification/endorsement, or teaching assignment must be approved in advance, in writing, by the Superintendent. To receive credit beyond a degree for horizontal movement on the salary schedule (i.e., "BA+" or "MA+"), coursework credits must be earned subsequent to the BA or MA degree. The employee may choose to add graduate level credits to either the BA or MA option of the salary schedule so long as the graduate course credit is obtained after the degree to which the credits are being added.

### C. Miscellaneous Salary

1. The District shall pay the employee contribution to the Oregon Public Service Retirement Plan for all eligible employees.
2. Employees in the bargaining unit employed less than full-time will be paid a pro rata portion of the full time salary.
3. Teachers employed more than one hundred ninety (190) days will receive compensation in proportion to the extra time required, based on the normal load at current salary (1/190 of his/her salary for each additional day worked).
4. The payment schedule shall be as follows:

- a. Teachers will have their annual salaries issued to them in twelve (12) monthly installments.
- b. Teachers will receive the balance of their annual salaries in separate paychecks in June.
- c. Paychecks shall be issued on the 25th day of each month except that if the 25th falls on a weekend or during a holiday/vacation, paychecks shall be issued on the last day of school prior to the weekend or holiday/vacation.

## Article 15 – Fringe Benefits

### A. Insurance

#### 1. The District will contribute up to:

2011-2012:	\$1,000
2012-2013:	The pay period following ratification of the Agreement, \$1,050:
2013-2014:	\$1,100
2014-2015:	\$1,100

per month per employee toward the purchase of primary medical, dental and vision insurance premiums.

- a. If the total cost is below the cap, any amount above the cost of the premium up to the District cap shall be pooled and split equally among unit members whose premium cost exceeds the cap.
- b. No “unused employer contribution” funds may be used toward other coverages and/or paid as cash. The District will not be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution.
- c. No contributions will be made to the pool when an employee takes no coverage.
- d. It is understood and agreed that any employees eligible for insurance coverage under any state offered health plans that do not meet the requirements for eligibility under this contract will not receive any District contribution.
- e. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans including any administration fees.

#### 2. Health Savings Accounts (HSA)

- a. In the event a bargaining unit member selects an insurance plan with an HSA, the difference between the total monthly premium amount for the employee’s District-sponsored health insurance plans (including medical, dental, vision, etc.) and the District’s insurance contribution cap amount will be contributed to the employee’s HSA, provided b through d below.
- b. Any additional insurance cap dollars above the federal HSA maximum contribution may be contributed to the bargaining unit insurance pool as provided in Subsection 15.A.1 above.
- c. The District will not incur any responsibility or liability for employee HSAs except to make contributions consistent with Subsection 15.A.1 above.

- d. The District will not incur any additional cost obligation beyond the District's negotiated insurance contribution cap amount as provided in Subsection 15.A.1 above.
3. All insurance coverages shall be in effect for 12 months unless an employee works less than a full school year. Insurance contributions will be offered from the date of hire to the end of the teaching contract period or the last day of the month in which an employee terminates.
4. The Association shall be responsible for the selection of the insurance carriers, and the determination of the benefit structure for the group of benefits defined in Section 1 above.
5. The District shall allow employees to purchase additional insurance coverage (including long-term disability) using a Section 125 Plan, as allowed under OEBB rules and regulations.
6. The District will continue to provide any member of the bargaining unit who is injured on the job and who is entitled to workers' compensation all benefits provided in Paragraph 1 for the duration of the injury, but not to exceed 12 months whichever occurs first, subject to carrier rules and regulations.
7. Employees in the bargaining unit employed less than full-time will be eligible for a pro rata portion of the District's insurance contribution. Employees in the bargaining unit working less than full-time may choose to not belong to the insurance group if they wish unless inclusion is required to comply with the underwriting rules and regulations of the insurance provider.
8. For married couples in which both spouses work for the District, the District will pay the full premium for primary medical, dental and vision coverage for one employee and allow one spouse to opt out. This full premium is not to exceed the combined total of the insurance cap for both employees. Married couples will maintain the option to be dual enrolled. Other employees may opt out as long as the insurance carrier minimum enrollment number requirements are satisfied, with priority given to association members if the opt-out numbers exceed the carrier requirements. If one of the married employees opts out the difference between the full premium and the cost of two caps will be added to the insurance pool described in Section A (1) above.

B. Required District Travel

When licensed employees are required by the District to travel outside the District for professional meetings, conventions, conferences, or other District business, the District shall reimburse such employees for their actual expenses at the rate established in Article 13, Section E.7. Receipts for all expenses are required for reimbursement.

C. Early Retirement

Early retirement benefits are available to any employee hired prior to September 1995.

Following twenty (20) years of continuous full-time employment with the Nyssa School District, a certificated employee upon reaching the minimum age of 55 years and before the maximum age of 65, may make timely application for early retirement.

1. Early Retirement Conditions

Early retirement shall be granted by the District if the following conditions are met:

- a. The applicant for early retirement shall have been continuously employed by the District in a full-time teaching position for the last twenty (20) years. Initial employment must have occurred before September, 1995.
- b. The applicant is between ages of 55 and 65 years and has applied and been approved to receive PERS benefits.
- c. Applications must be made between May 1 and May 30.
- d. Early retirement shall commence as of the first day of the month following application by a qualified applicant and approval by the District.

The District shall retain the right to waive any or all of the above conditions if the District determines in its sole judgment that it is in the best interest of the individual and the School District.

2. Early Retirement Benefits

- a. During the time period between the commencement of early retirement and the attainment of age 65, the retiree may continue participation in the District hospital medical insurance program with the following guideline:
  - i. The District will contribute up to \$1,000 toward premiums toward medical, dental and vision insurance provided for active employees at the time of the retirement. This amount will not increase or decrease regardless of any future contract agreements with active employees.
- b. Upon attainment of age 65 or death all benefits will cease.

D. Employment After Retirement

Anyone retired from the Oregon Public Employees Retirement System may be employed on a temporary one-year basis and will be provided all other contractual benefits offered to a first-year probationary teacher. Hiring of retired PERS employees is at the sole discretion of the District.

## **Article 16 – Extra-Duty**

- A. The extra duty schedule for 2011-2015 will remain unchanged from the 2010-2011 extra duty schedule.
- B. Extra-duty assignments shall be made on an annual basis, will be voluntary, and may be terminated as of the end of the year at the sole discretion of the District
- C. Except as provided in subsection F below, openings in extra-duty assignments shall be posted within 15 days of filling the vacancy. The District will give consideration to current bargaining unit members when filling extra-duty assignments. Consideration shall mean that employees who apply for an extra-duty assignment will receive an interview, if the position is vacant.
- D. Head coaches in any high school coaching assignment will be consulted and asked to make recommendations to the athletic director, principal, and Superintendent concerning assistant coaching extra-duty assignment in the sport involved. The recommendation of the head coach will be given great weight.
- E. In the event an employee previously assigned to an extra-duty assignment is not to be re-selected for that particular assignment, the employee will be notified in writing no less than thirty (30) days prior to the beginning of that extra-duty assignment. Upon written request of the employee, the Superintendent will provide a written statement of the reasons for non-selection within 10 working days of the written request.
- F. Temporary coaching assignment openings created as a result of increased student participation shall not be subject to the posting requirements in subsection C above or the non-selection notification requirements in subsection E above.

## Article 17 – Paid Leaves

### A. Sick Leave

1. Any teacher who has been absent from duty because of illness or other reasons may be required as a condition to receipt of benefits to submit a statement from a medical practitioner concerning the employee's health status as provided in ORS 332.507(3). Sick leave abuse shall be cause for disciplinary action.
2. Sick leave means absence from duty because of illness, injury or disability. Also sick leave covers illness, injury or disability caused by pregnancy or childbirth which prevents the employee from working. Sick leave may also be used for bona fide immediate family illness or for any qualifying Oregon Family Leave Act (OFLA) leave.
3. All teachers shall be granted ten (10) days of sick leave during each school year. Sick leave will be cumulative until a maximum sick leave has been used. A teacher who has exhausted his/her accrued sick leave will be eligible to: receive the difference between his/her salary and that of a substitute for up to twenty (20) days if the teacher has a serious health condition which requires his/her absence for up to 20 consecutive days. After sick leave credits and the additional twenty (20) days have been used, 1/190 of the teacher's annual salary will be withheld for each day's absence. Illness of the teacher, serious illness in his or her immediate family, or death in the family will qualify as illness.
4. Sick leave shall accumulate and each teacher shall be notified of the number of days accumulated on their September paycheck.
5. The Board will permit a school employee to credit up to 75 days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. The transfer of sick leave from another Oregon district shall not be effective until the teacher has completed 30 working days.
6. Any contract teacher whose personal illness extends beyond the period compensated under the sick leave provision shall be granted a leave of absence without pay for such time as necessary for recovery, but the total length of time not to exceed one (1) year but may extend up to two (2) years at the discretion of the superintendent. Proof of recovery shall be at the teacher's expense and may be verified by a Board-named physician at Board expense. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially-equivalent position. In such event, the teacher shall be placed at the same step on the salary schedule as he/she occupied at commencement of leave under this provision. *This section is included for ease of reference. It is not intended to add to, subtract from, or otherwise modify the language in Article 18, Section A.*

### B. Personal Leave

1. At the beginning of each school year, each employee shall be provided two (2) days of personal leave.

2. The principal or immediate supervisor shall grant personal leave in an amount not to exceed two (2) days provided herein upon written request submitted not less than twenty-four (24) hours in advance thereof, except that, in the case of an emergency, this advance notice may be waived by the Superintendent or his/her designee. Personal leave shall be taken in not less than one-half (½) day increments. A half day shall be defined by the mid-point in time of the working day.
3. A satisfactory substitute must be available. Personal leave shall be paid by the District. Employees shall be allowed to carry over up to two (2) days of personal leave per year. In no case shall the maximum accumulation of personal leave in a given year be greater than four (4) days.
4. The reasons for taking personal leave shall be at the discretion of the employee.
5. These days may not be used immediately preceding or following vacation periods or during the first or last week of school without previous arrangement with the Superintendent or a designated representative of the District.
6. The Superintendent reserves the right to limit personal leaves to not more than four (4) teachers from the District, two (2) from the same building at the same time.
7. At the conclusion of each school year the District shall compensate employees \$125 for each full day of unused personal leave, prorated for partial days, in excess of two.

C. Bereavement Leave

1. A teacher shall be permitted an absence of one (1) day without loss of pay to attend the funeral of a relative other than immediate family. When circumstances demand it, the Superintendent may authorize two (2) days without loss of pay.
2. A teacher who is absent because of death in his/her immediate family shall be permitted an absence of three (3) consecutive days without loss of pay and three (3) additional days for which he/she shall receive the difference between his/her scheduled salary and the salary of the substitute. Immediate family shall include parents, brother or sister, husband or wife, son or daughter, and parents of legal spouse. It shall also include any other relative who is a member of the teacher's household, or who is dependent for his/her sole support upon the teacher, providing that in such cases the teacher shall submit satisfactory evidence to the Superintendent in support of his/her request for compensation for his/her absence.

D. Court Duty

If a teacher is subpoenaed to appear as a witness in a court matter, the Superintendent shall authorize such absence without loss of pay. Teachers who are subpoenaed for jury duty shall be excused for that purpose without loss of pay. Any fees for jury pay received by the teacher shall be deducted from the teacher's salary, provided that mileage and expenses reimbursement will not be included in the amount deducted.

E. Emergency Leave

The Superintendent shall have the authority to grant short leaves of absence with or without loss of pay to any member of the professional staff for any reason which the Superintendent believes is in the best interest of the school system. In the event the Superintendent is absent from the District, the teacher's principal shall have the authority to act for the Superintendent in granting emergency leave.

## Article 18 – Unpaid Leaves

### A. Extended Illness Leave

Any contract teacher whose personal illness extends beyond the period compensated under the sick leave provision shall be granted a leave of absence without pay for such time as is necessary for recovery, but the total length of time not to exceed one (1) year but may extend up to two (2) years at the discretion of the superintendent. Proof of recovery shall be at the teacher's expense and may be verified by a Board-named physician at Board expense. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. In such event the teacher shall be placed at the same step on the salary schedule as he/she occupied at commencement of leave under this provision.

### B. Parental/Child Care Leave

Employees shall be entitled to unpaid parental/child care leave as provided in ORS 659A.150 to ORS 659A.186.

### C. Extended Child or Parent Care Leave Without Pay

1. A teacher whose child or parent care leave expires may, at the sole discretion of the District, be granted an extended child or parent care leave without pay of up to, but not to exceed, the next full school year.
2. Requests under this provision shall be received in the personnel office, in writing, on or before March 1 of the previous year.
3. Return to active employment following a leave shall be subject to return from leave provision of this Article.

### D. Professional Leave

1. Leaves of absence up to one (1) year without pay or benefits shall be granted, upon application, to contract teachers with three (3) or more years in the District, when notice is given sixty (60) days prior to end of the school year with confirmation prior to June 1 for the following purposes:
  - a. Further study related to the teacher's licensure;
  - b. Study to meet eligibility requirements for a license other than that held by the teacher;
  - c. Study, research, or special teaching assignment related to the teaching responsibilities in the school system.

2. Leaves of absence under this Section shall not be granted for the primary purpose of accepting other professional employment. Leaves of absence without pay or benefits may be granted if application is made later but only when adequate replacement can be found. Leaves of absence may be extended at the discretion of the Board. The salary schedule increment shall continue when the teacher is leaving for advanced study at the written request of the school system. The Board reserves the right to limit the number of professional leaves to a maximum of three (3) teachers (one per building) per year.

E. Extended Leave of Absence Without Pay or Benefits

1. An extended leave of absence may be granted by the District for purposes not covered by other leave provisions of this Agreement.
2. Such a leave shall require confirmation by the Board of Education.
3. An extended leave of absence shall be granted only at the discretion of the District. Conditions thereof and return to active employment shall be solely at the discretion of the District as pre-determined in writing at the time of granting the leave.
4. An extended leave of absence shall be without pay and benefits.

F. Sick Leave Carry Over

When on leave, the amount of sick leave will be that which the teacher had immediately prior to the leave.

G. Return From Leave

Except where specifically stated elsewhere, return from leave will be as follows: notification of intent to return must be made by March 1. The teacher will be returned to the same position or one substantially equivalent, if one is available. If a position for which the teacher is qualified is not available, he/she will be put on the waiting list. If a position for which he/she is qualified is available, within a period of two (2) years from the date the employee requested return, he/she will be offered that position. Upon return from leave, a teacher shall be placed at the same step on the salary schedule as he/she occupied at the commencement of a leave under this Article provided that a teacher who was absent by reason of a special teaching assignment under D(1)c hereof will be granted credit for a year's experience and additional credits above BA which have been approved under Article 14 will be recognized under the salary schedule. Failure to accept a position for which he/she is qualified, for the second school year following the year for which the leave was granted, will be considered voluntary resignation.

## **Article 19 – General Provisions**

### **A. Separability**

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all provisions shall continue in full force and effect. The parties agree to meet immediately and negotiate a replacement provision.

### **B. Compliance**

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## Article 20 – Terms of Agreement

- A. This Agreement shall be effective as of July 1, 2011, and shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 2015.
- B. The Affordable Care Act may require the District to make changes to the insurance offerings. To avoid fees and taxes, the District may need to make changes to the insurance offerings; therefore, in 2014 the District may reopen Article 15, Section A, Insurance. The Parties will use the expedited bargaining process set out in ORS 243.698. The Parties will not be obligated to bargain for more than 90 days, proceed to mediation, nor arbitration. The Parties agree to meet at least three (3) times during the 90 days, unless the Parties reach agreement before then.
- C. Modification of this Agreement can only be made by approval of both parties and any such modification must be in writing.
- D. Two (2) copies shall be signed by the Board Chairman and president of the Association, one (1) copy to be kept by the District, and the other by the Association.
- E. The Board will provide copies of this Agreement for all teachers being represented by the teachers' negotiating team.

IN WITNESS WHEREOF, and by virtue of a resolution duly adopted by the Board of Directors, Nyssa School District 26, and a resolution duly adopted by the membership of the Nyssa Education Association, each resolution having approved this Agreement, their respective representatives do hereby duly execute this Agreement on behalf of the parties.

For the District:

For the Association:

\_\_\_\_\_  
Robert Peterson  
Board Chairperson  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jill Conant  
Association President  
Dated: \_\_\_\_\_

## Appendix A

### 2011-2012 and 2012-2013 (September – February) Salary Schedule

	<b>BA</b>	<b>BA+22</b>	<b>BA+45</b>	<b>MA</b>	<b>BA+85 MA+22</b>	<b>BA+105 MA+45</b>
<b>1</b>	\$32,060	\$32,797	\$33,552	\$34,323	\$35,112	\$35,920
<b>2</b>	\$33,102	\$33,863	\$34,642	\$35,438	\$36,253	\$37,088
<b>3</b>	\$34,178	\$34,963	\$35,768	\$36,590	\$37,432	\$38,293
<b>4</b>	\$35,288	\$36,100	\$36,930	\$37,779	\$38,648	\$39,537
<b>5</b>	\$36,435	\$37,273	\$38,131	\$39,007	\$39,904	\$40,822
<b>6</b>	\$37,619	\$38,484	\$39,370	\$40,275	\$41,201	\$42,149
<b>7</b>	\$38,842	\$39,735	\$40,649	\$41,583	\$42,540	\$43,519
<b>8</b>	\$40,104	\$41,027	\$41,970	\$42,935	\$43,923	\$44,933
<b>9</b>	\$41,408	\$42,360	\$43,335	\$44,330	\$45,350	\$46,394
<b>10</b>	\$42,753	\$43,737	\$44,743	\$45,771	\$46,824	\$47,902
<b>11</b>	\$44,143	\$45,158	\$46,197	\$47,259	\$48,346	\$49,458
<b>12</b>	\$45,578	\$46,626	\$47,698	\$48,795	\$49,917	\$51,066
<b>13</b>		\$48,141	\$49,249	\$50,380	\$51,539	\$52,725
<b>14</b>			\$50,849	\$52,018	\$53,214	\$54,439
<b>15</b>			\$52,502	\$53,708	\$54,944	\$56,208
<b>16</b>			\$54,208	\$55,454	\$56,729	\$58,035
<b>17</b>					\$58,573	\$59,921

## Appendix B

### 2012-2013 (March – August) Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+22</b>	<b>BA+45</b>	<b>BA+60 MA</b>	<b>BA+85 MA+22</b>	<b>BA+105 MA+45</b>
<b>1</b>	\$32,381	\$33,126	\$33,888	\$34,667	\$35,464	\$36,280
<b>2</b>	\$33,433	\$34,203	\$34,989	\$35,794	\$36,617	\$37,459
<b>3</b>	\$34,520	\$35,315	\$36,126	\$36,957	\$37,807	\$38,676
<b>4</b>	\$35,642	\$36,463	\$37,300	\$38,158	\$39,036	\$39,933
<b>5</b>	\$36,800	\$37,648	\$38,512	\$39,398	\$40,305	\$41,231
<b>6</b>	\$37,996	\$38,872	\$39,764	\$40,678	\$41,615	\$42,571
<b>7</b>	\$39,231	\$40,135	\$41,056	\$42,000	\$42,967	\$43,955
<b>8</b>	\$40,506	\$41,439	\$42,390	\$43,365	\$44,363	\$45,384
<b>9</b>	\$41,822	\$42,786	\$43,768	\$44,774	\$45,805	\$46,859
<b>10</b>	\$43,181	\$44,177	\$45,190	\$46,229	\$47,294	\$48,382
<b>11</b>	\$44,584	\$45,613	\$46,659	\$47,731	\$48,831	\$49,954
<b>12</b>	\$46,033	\$47,095	\$48,175	\$49,282	\$50,418	\$51,578
<b>13</b>		\$48,626	\$49,741	\$50,884	\$52,057	\$53,254
<b>14</b>			\$51,358	\$52,538	\$53,749	\$54,985
<b>15</b>			\$53,027	\$54,245	\$55,496	\$56,772
<b>16</b>			\$54,750	\$56,008	\$57,300	\$58,617
<b>17</b>					\$59,162	\$60,522

## Appendix C

### 2013-2014 Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+22</b>	<b>BA+45</b>	<b>BA+60 MA</b>	<b>BA+85 MA+22</b>	<b>BA+105 MA+45</b>
1	\$32,705	\$33,457	\$34,227	\$35,014	\$35,819	\$36,643
2	\$33,768	\$34,544	\$35,339	\$36,152	\$36,983	\$37,834
3	\$34,865	\$35,667	\$36,488	\$37,327	\$38,185	\$39,064
4	\$35,998	\$36,826	\$37,674	\$38,540	\$39,426	\$40,334
5	\$37,168	\$38,023	\$38,898	\$39,793	\$40,707	\$41,645
6	\$38,376	\$39,259	\$40,162	\$41,086	\$42,030	\$42,998
7	\$39,623	\$40,535	\$41,467	\$42,421	\$43,396	\$44,395
8	\$40,911	\$41,852	\$42,815	\$43,800	\$44,806	\$45,838
9	\$42,241	\$43,212	\$44,206	\$45,224	\$46,262	\$47,328
10	\$43,614	\$44,616	\$45,643	\$46,694	\$47,766	\$48,866
11	\$45,031	\$46,066	\$47,126	\$48,212	\$49,318	\$50,454
12	\$46,495	\$47,563	\$48,658	\$49,779	\$50,921	\$52,094
13		\$49,109	\$50,239	\$51,397	\$52,576	\$53,787
14			\$51,872	\$53,067	\$54,285	\$55,535
15			\$53,558	\$54,792	\$56,049	\$57,340
16			\$55,299	\$56,573	\$57,871	\$59,204
17					\$59,752	\$61,128

## Appendix D

### 2014-2015 Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+22</b>	<b>BA+45</b>	<b>BA+60 MA</b>	<b>BA+85 MA+22</b>	<b>BA+105 MA+45</b>
1	\$33,032	\$33,792	\$34,569	\$35,364	\$36,177	\$37,009
2	\$34,106	\$34,890	\$35,692	\$36,513	\$37,353	\$38,212
3	\$35,214	\$36,024	\$36,852	\$37,700	\$38,567	\$39,454
4	\$36,358	\$37,195	\$38,050	\$38,925	\$39,820	\$40,736
5	\$37,540	\$38,404	\$39,287	\$40,190	\$41,114	\$42,060
6	\$38,760	\$39,652	\$40,564	\$41,496	\$42,450	\$43,427
7	\$40,020	\$40,941	\$41,882	\$42,845	\$43,830	\$44,838
8	\$41,321	\$42,272	\$43,243	\$44,237	\$45,254	\$46,295
9	\$42,664	\$43,646	\$44,648	\$45,675	\$46,725	\$47,800
10	\$44,051	\$45,064	\$46,099	\$47,159	\$48,244	\$49,354
11	\$45,483	\$46,529	\$47,597	\$48,692	\$49,812	\$50,958
12	\$46,961	\$48,041	\$49,144	\$50,274	\$51,431	\$52,614
13		\$49,602	\$50,741	\$51,908	\$53,103	\$54,324
14			\$52,390	\$53,595	\$54,829	\$56,090
15			\$54,093	\$55,337	\$56,611	\$57,913
16			\$55,851	\$57,135	\$58,451	\$59,795
17					\$60,351	\$61,738

## Appendix E

### 2011-2015 Extra Duty Schedule

#### Extra-Duty Stipends

2011-2015

Experience	A	B	C	D	E	F	G
0 to 2 years	\$4,271	\$3,735	\$3,214	\$2,999	\$1,607	\$ 964	\$ 803
3 to 5 years	\$4,485	\$3,949	\$3,428	\$3,214	\$1,928	\$1,285	\$ 803
over 6 years	\$4,699	\$4,164	\$3,642	\$3,428	\$2,250	\$1,607	\$ 803

Categories	A	B	C	D	E	F	G
Basketball	Cross	HS-Asst:	Band	MS Sports	MS Yrbk	Drama	
Volleyball	Track	<i>Basketball</i>	Chorus			Prom Adv	
Wrestling	Golf	<i>Volleyball</i>	Paper			(1 position)	
Baseball	Tennis	<i>Wrestling</i>	Yearbook			College Credit Instructor	
Softball		<i>Baseball</i>	(1 position)			(1 Semester)	
Football		<i>Softball</i>	FBLA Adv.			Pep Club Advisor	
		<i>Football</i>				Student Council Advisor	
			HS-Asst:			(1/2 Column G)	
			<i>X-country</i>				
			<i>Track</i>				
			<i>Golf</i>				
			<i>Tennis</i>				