



COLLECTIVE BARGAINING AGREEMENT

Between

THE

BEND EDUCATION ASSOCIATION

AND

BEND-LA PINE SCHOOL DISTRICT NO. 1

~~2021-2023~~
2023-2025

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PREAMBLE

The Bend-La Pine School District No. 1, Deschutes County, Oregon (the "District"), Bend-La Pine School District No. 1 School Board (the "Board") and the Bend Education Association ("Association"), recognizing that they have a common interest and responsibility to provide the highest quality education for the children of the community, declare their mutual intent to cooperatively work toward the attainment of this goal.

ARTICLE 1

STATUS OF AGREEMENT

- A. The Board recognizes the Association as the sole and exclusive representative for all **regular licensed** full or part-time (one-half time or more) **Certified Employees members** of the District (excluding all supervisory, confidential, substitute and part-time **Certified Employees members** working less than one-half time, tutors, educational assistants and non-licensed employees) **holding TSPC certification or other designated professional/academic licenses that satisfy TSPC requirements.**

The Board also acknowledges the Association's affiliation with Oregon Education Association and National Education Association.

Temporary **Certified Employees members** shall receive fringe benefit coverage in accordance with the provisions of Article 12 after thirty (30) consecutive days of employment, and shall be considered **Certified Employees members** of the bargaining unit when it is known that their employment will exceed sixty (60) consecutive days during a school year. **Temporary Certified Employees do not have contractual rights regarding continued employment, such as Reduction In Force and Just Cause, when the district concludes their temporary employment.**

- B. **Two original cCopies of this signed Agreement shall be printed by the District for signatures of the parties, one to be held by the District and the other to be held by the Association. The District will make the contract available digitally to Certified Employees through District information distribution systems, and will also provide a hardcopy to any Certified Employee upon request also distribute copies of the contract to all members.**
- C. The term of this Agreement shall be for two (2) years, from July 1, 2023~~4~~⁵, through June 30, 2025~~3~~, during which term the parties shall be bound by the provisions of this Agreement. **However, the parties have agreed to re-open in year two for years three and four for salary, insurance, and one language item each for the District and the Association.**
- D. The Association and the District employees it represents agree not to advocate, recognize or engage in a strike or any other interruption of work or refusal to cross a picket line which is prohibited by Oregon Revised Statutes Chapter 243 or any subsequent amendments thereto. Any **Certified Employee member** participating in the violation of this paragraph may be disciplined. There will be no lockout of **Certified Employees members** of the bargaining unit by the District.

ARTICLE 2

ASSOCIATION RIGHTS

- A. After reporting to the building office, the Association or its representative shall have the right to transact official Association business on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school operations.
- B. School rooms or other meeting rooms shall be made available for Association use for matters dealing with the Bend-La Pine Association **Certified Employees members** and the District as reasonably requested, without charge to the Association, except that the District may make a reasonable charge when special service is required beyond normal operations.
- C. The Association shall have the right to lawfully use school facilities and equipment at reasonable times when they are not otherwise in use. The use of such facilities and equipment shall be limited to matters dealing with the Association **Certified Employees members** and the District. The Association shall pay for the cost of all materials and supplies incidental to such use and, in the event the offset printing press is used, shall pay the labor costs and reasonable appreciation incidental thereto.
- D. The Association shall have the right to post notices of activities and matters of concern to Association **Certified Employees members** and the District on **Certified Employee member** bulletin boards, at least one of which will be provided in each school building. The Association may make use of the District mail service and **Certified Employees' members'** mailboxes and email for matters dealing with **Certified Employees members** and involving the Bend-La Pine School District, as set forth in the following paragraphs.

The District's email system is solely the property of the District. When using the District's email system, the Association agrees to follow all District policies, administrative regulations, and state and federal laws regarding its use. The Association will not use the District's email system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages or activities that violate the Agreement.

The Association and its **Certified Employees members** understand that use of the District's email system may be monitored at any time and for any reason. The District reserves the right to limit or exclude access to the email system by the Association or its **Certified Employees members** for any use that the District deems inappropriate.

- E. The Association shall have the right to all available factual information concerning the financial resources of the District that otherwise is public record. The Association shall have the right to all other District information available under the Public Records Act. In addition, the District shall provide, upon request, information necessary to carry out collective bargaining and information of probable or potential relevance to contract management in accordance with ORS 243.672(1) (e) as interpreted by the ERB.
- F. The Association shall have the right to conduct Association business concerning Bend-La Pine **Certified Employees members** and the District at the conclusion of meetings or during the last part of the scheduled work day. The building representative and the building administrator shall coordinate on when these Association meetings will be held. Building staff

Certified Employees members shall also have the opportunity to suggest items for the agenda of faculty meetings in their buildings.

- G. The Association shall have at least two (2) voting **Certified Employees members** on any committee of thirteen (13) or more **Certified Employees members** whose purpose it is to interview for a new Superintendent for the District. If said committee has fewer than thirteen (13) **Certified Employees members**, the Association shall have at least one (1) voting **Certified Employee member** on the committee.
- H. **Certified Employees members** from each building representing the Association as Bend-La Pine faculty representatives shall be released from supervisory duties to engage in Association business which is not detrimental to the District.
- I. Any **Certified Employee member** participating in a grievance or negotiating meeting with the Board or its representative shall be released from regular duties without loss of salary if such meeting is scheduled during school hours.
- J. At the request of the Association, the District agrees to provide the BEA President a fully paid leave of absence. If this provision is found to be illegal, the parties shall return to the provisions utilized for BEA President leave in the 1998-99 collective bargaining agreement and the applicable Memorandum of Agreement.

The Bend Education Association will reimburse the District on a monthly basis for all salary and related payroll and benefit costs of the BEA President.

When the BEA President returns from leave, he/she will meet with the Human Resources Director to discuss placement options. After discussion, the president will submit three (3) options, including locations and assignments, for consideration. Final determination of placement will fall with the Human Resources Director.

- K. The Association will be notified of any proposed changes in Board adopted policy.
- L. The Association shall have the right to be placed on the inservice agenda in order to meet with all new **Certified Employees members**.
- M. The Association shall have the opportunity to suggest items for the agenda of School Board meetings.
- N. If the District prints a staff directory, each **Certified Employee member** will receive a copy.
- O. Upon request of the Association President, the District will grant up to twenty (20) days per year for representatives of the Association to attend conferences or conventions of state and national affiliated organizations that pertain to collective bargaining, contract maintenance and related activities or that bear a direct relationship to the Association's labor management relationship to the District, if a qualified substitute is available. The President will submit the names of **Certified Employees members** attending conferences at least ten (10) working days in advance. The Association will reimburse the District for the cost of the substitute.
- P. The District will seek input annually from all **Certified Employees members** in planning inservice programs and activities for **Certified Employees members**.

ARTICLE 3

DISTRICT RIGHTS

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, except as limited by this agreement and applicable state law.
2. Without limiting the generality of the foregoing (paragraph 1), it is expressly recognized that the Board's operational and managerial responsibility includes:

The right to determine location of the schools and other facilities of the school system.

The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.

The determination of the management, supervisory or administrative organization of each school, or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.

The maintenance, control and use of the school system properties and facilities except as modified by this agreement.

- 3. In addition to pre-hire background testing required or permitted by law, the District shall also have the right to conduct intermittent criminal background checks of Certified Employees to identify any post-hire criminal activity.**

ARTICLE 4

GRIEVANCE PROCEDURES

Section I. DEFINITIONS

- A. "Grievance" shall mean a complaint by an employee, group of employees, or the Association, as follows:
 1. "Contract Grievance" - that there has been to that employee, group of employees, or the Association a violation or inequitable application of any provisions of the contract.
 2. "Policy Grievance" - that the employee, group of employees, or the Association has (have) been treated inequitably by reason of any act or condition which is contrary to established School Board policy or practice governing or affecting employees.
- B. "Class Grievance" - the Association may file a grievance on behalf of a class of employees, where all **Certified Employees members** of the class are similarly affected by the same alleged violation of the Agreement. In such situations, the Association shall act as the aggrieved party.

- C. "Grievant" is the person, persons, or the Association who has (have) the grievance and is (are) presenting the complaint, also referred to as the complainant. The Association shall designate in writing an individual within the District to act as local grievance contact representative in the filing and handling of grievances which are initiated by the Association itself.
- D. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made and/or the Association and/or the District.
- E. "Representative" is an Association approved individual who may speak for and/or advise the grievant or the Association, or a District approved individual who may speak for and/or advise the District.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.
- G. "Binding Arbitration" is a decision by an arbitrator or committee of arbitrators which requires compliance by both parties in interest.
- H. "Days" - The term "days" when used in this article shall, except where otherwise indicated, mean the **Certified Employee member** contract days, excluding holidays. When a grievance is submitted on or after May 1, the time limit shall consist of calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Effective September 1, the definition of days shall return to **Certified Employee member** contract days.
- I. "Persons Officially Involved" means the superintendent, the superintendent's representative, the grievant, the grievant's representative and all witnesses.
- J. "Association " - organization representing the certificated personnel which has been elected by a majority vote of the respective employees.

Section II. GENERAL PROCEDURES

- A. Grievances on Board Policy will stop at Level IV. Board Policy decisions at Level IV will not be subject to binding arbitration.
- B. These procedures should be processed as rapidly as practicable; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- C. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- D. The District recognizes the right of Association to represent certificated personnel below the rank of supervisor. The Association has the authority to represent the grievance at all levels of the grievance procedures. The grievant should be present at the various levels of the grievance procedure. The District will give access to and/or provide copies at cost of all readily available documents as information necessary to process grievances other than documents that are otherwise exempt under Oregon public record statutes and or Federal Privacy Act provisions.

- E. All parties in interest have a right to representatives at each level of these grievance procedures.
- F. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievance. There shall be no retributive action by the Board or any employee of the School District against any person officially involved in the grievance procedures, as that term is defined in Section I of the Grievance Procedure.
- G. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level and an end to the grievance process. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- H. All documents, communications, and records of a grievance will be filed in the School District office separately from the personnel files.
- I. Forms for processing grievances shall be prepared by the superintendent or the superintendent's designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- J. If any **Certified Employee member** of Association's Grievance Committee is a party in interest to any grievance, that **Certified Employee member** shall not serve as the Association's grievance representative in the processing of such grievance.
- K. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- L. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.
- M. Written grievances initiated by a grievant pursuant to Section III, Level Two, will either (a) contain the signature of the grievant **Certified Employee member** or one of a group of grievant **Certified Employees members** (if a grievance is initiated by a grievant group of employees as defined in the grievance procedure) when initially submitted in writing, or (b) if such signature cannot be obtained by the time deadline for initial filing of a written grievance, such signature will be provided as soon as possible thereafter upon request of the District.
- N. To be timely a request for a meeting at Level One must be made within ten (10) days following the act or condition which is the basis of the grievance, or, if the grievant had no knowledge of the said act or condition at the time it was happening, within ten (10) days of the first such knowledge.

Section III. LEVELS OF GRIEVANCE

Level One - Informal Grievance

The grievant will first discuss the grievance with the principal or immediate supervisor of the grievant, either individually or through the school grievance representative, or accompanied by a representative, with the objective of resolving the matter informally.

Level Two - Formal Grievance

If the grievant is not satisfied with the informal disposition of the grievance, or if disposition is not made, the grievant may file a written grievance with the immediate supervisor within ten (10) days following the date of the Level One meeting. The written complaint shall contain a clear and concise statement of the grievance, **including an explanation of the grievant's contention how the alleged facts violated the cited contract language or policy**, the informal disposition thereof and the reasons why the grievant considers the informal disposition unacceptable. Within ten (10) days of receipt of the written complaint, the immediate supervisor shall communicate his/her decision in writing to the grievant.

Within ten (10) days of the receipt of the decision rendered by the immediate supervisor, the grievant, if not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent.

Level Three

Within ten (10) days of receipt of the appeal from Level Two, the superintendent, or the superintendent's designated representative must contact the Association and schedule a mutually agreeable time to meet. The superintendent or the superintendent's representative must provide the parties in interest written notice of the time and place at least ten (10) days prior to the meeting.

Attendance at the meeting shall be limited to persons officially involved and parties in interest. Parties in interest shall have the right to have witnesses appear on their behalf at the meeting.

Within ten (10) days of the meeting, the superintendent or the superintendent's representative shall communicate to the parties in interest a written decision which shall include supporting reasons therefore.

If the grievant is not satisfied with the decision of the superintendent or the superintendent's representative, the grievant may file a written appeal with the Board within ten (10) days from the receipt of the superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the superintendent and request appeal to Level Four, a School Board hearing.

Level Four

Within ten (10) days of the receipt of the appeal from Level Three, the Board will contact the Association and schedule a mutually agreeable time to meet. The Board shall hear arguments of the superintendent and the grievant. At the request of the grievant the hearing before the Board shall be a public hearing, otherwise it shall be a closed hearing.

Within ten (10) days following the hearing, the Board shall render a decision in writing to all official parties.

If the grievant is not satisfied with the Board's decision, the Association may appeal a contract grievance to Level Five by giving written notification within ten (10) days of the date of the receipt of the Board's decision. Policy grievances cannot be appealed to Level Five.

Level Five

Within ten (10) days of the notification, the Association shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board. The list shall be limited to arbitrators who maintain offices in Oregon and/or Washington State. The arbitrator shall be selected by a strike-off procedure. If, after receipt of the list of arbitrators but before the strike-off procedure is begun, the parties agree, the parties may select an arbitrator by mutual agreement. The Association shall arrange for arbitration of the case at a mutually agreeable time and place. The parties will be bound by the rules of the American Arbitration Association for the conduct of the hearing. The arbitrator's decision shall be final and binding as long as it does not alter the term of this agreement.

Grievances which are subject to the jurisdiction of the Equal Employment Opportunity Commission, or the Civil Rights Division of the Oregon Bureau of Labor and Industries, are not subject to arbitration. Elimination of, addition to or changes of Board policy, procedures and regulations are not subject to arbitration. Dismissal and non-renewal of permanent, probationary or temporary **Certified Employees members** is not subject to arbitration, except as provided in the Evaluation article.

FLOW CHART FOR BEND-LA PINE PUBLIC SCHOOL DISTRICT NO. 1 GRIEVANCE PROCEDURES

Level One - Informal

GRIEVANT-----IMMEDIATE SUPERVISOR
Within 10 days of first knowledge
Appeal to Level 2 in 10 days

Level Two - Formal (Written Grievance)

GRIEVANT-----IMMEDIATE SUPERVISOR
Within 10 days of Level 1
Decision in 10 days
Appeal to Level 3 in 10 days

Level Three - Meeting (Appeal)

GRIEVANT-----SUPERINTENDENT
Within 10 days of receipt by Superintendent
Notice of meeting 10 days prior to meeting
Decision in 10 days. Appeal to Level 4 in 10 days

Level Four - Meeting (Appeal)

GRIEVANT-----BOARD OF DIRECTORS
Within 10 days of receipt by Board
Notice of meeting within 10 days of receipt

Level Five - Binding Arbitration (Contract Grievances Only)

GRIEVANT-----ARBITRATOR

Within 10 days of notification, Association requests list from
ERB. Arbitration arranged by Association, at a mutually
agreeable time and place. Decision final and binding.

ARTICLE 5

COMPLAINT PROCEDURES

- A. A complaint is negative information about a **Certified Employee member** received from a third party.
- B. A conference with the **Certified Employee member** will be held under any of the following circumstances:
1. If the administration intends to make a record in the evaluation report of the complaint;
 2. If the administration intends to place a record in the **Certified Employee's member's** personnel file of the complaint or take any disciplinary action;
 3. If, in the administration's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference; or
 4. If the **Certified Employee member** learns of a complaint and requests such a conference.
- C. The conference with the **Certified Employee member** shall be held within **thirty fifteen (30 15)** working days after the complaint was made to the administrator unless:
1. Either the **Certified Employee member** or supervisor is absent, in which case the timeline shall be extended by the period of the absence; or
 2. A criminal or child abuse investigation is under way, in which case the District shall not proceed with a **Certified Employee member** conference until authorized by legal authorities.
- D. At the conference, the specifics of the complaint shall be explained to the **Certified Employee member**. The administrator will provide the **Certified Employee member** with the date the complaint was made and the name of the complainant unless the administration is prevented by law from doing so or unless the complainant requests anonymity. If the **initial** complaint is in writing, the administrator shall provide a copy of the complaint to the **Certified Employee member**. If the complainant requests anonymity or if the District is required by law to withhold the name of the complainant, the administrator will make a reasonable effort to redact any information in the complaint that would allow the **Certified Employee member** to identify the complainant before providing the written complaint to the **Certified Employee member**.

- E. The administrator must address the complaint using a fact-finding and/or objective problem-solving focus. However, this shall not prevent the administration from taking disciplinary action after completing an investigation and the procedure set forth in this Article. Anonymous complaints will not form the basis of a record in the **Certified Employee member** evaluation or disciplinary action against the **Certified Employee member** unless there is independent evidence or corroboration to sustain the complaint.
- F. If either party (complainant or employee) is dissatisfied with the resolution reached by the administrator, the complaint may be referred to the superintendent or designee. The superintendent or designee will determine if the administrator's resolution is reasonable.
- G. In accordance with Oregon law, if an employee reasonably believes that a conference about a complaint may result in disciplinary action, the employee may request, and be provided an Association approved Association representative at the conference.

ARTICLE 6

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

The Board and the Association support the principle of continuing training for **Certified Employees members** for the improvement of instruction and quality education for the benefit of the children of the District. This shall include internal training for special instruction and classroom management.

1. Tuition shall be reimbursed for coursework related to:

- a. TSPC endorsement area(s), or
- b. Teaching assignment

To be eligible for reimbursement, coursework must be in the upper division or graduate level. However, lower division coursework may be approved for reimbursement by the District to meet special needs. Tuition reimbursement may be granted for advanced practicums which are defined as practical application experiences for credit that are required as part of an official program of study for an advanced degree or additional licensure beyond a **Certified Employee's member's** initial license.

2. Application for tuition reimbursement must be submitted to the immediate supervisor prior to enrolling in the course. The central office administrator, or designee, in charge of staff development will also review the application and return the decision to the **Certified Employee member** prior to the first day of the course.
3. Tuition for courses approved under Sections a. and b. above **that are undertaken as part of a district-approved program for obtaining an endorsement, a certification, a CTE license, or a degree** shall be reimbursed at **sixty fifty** percent (**60 50%**) of the actual cost. **Reimbursement shall not exceed a maximum of 75% of the cost of the tuition for fifteen (15) quarter units in one year or not more than 75% of the cost of the tuition for twenty four (24) quarter units in a two-year period at the Oregon University systems average rate for graduate credit.** The Oregon University average rate shall be calculated using the rates in effect as of September 1 of the contract year.

4. Any **Certified Employees members** receiving tuition reimbursement for summer course work will complete their contracted days for the subsequent school year or the reimbursement will be returned to, or withheld by, the District. Any tuition reimbursement for classes completed by the end of the first college term during the school year will not be returned to the District if the **Certified Employee member** leaves the District after the completion of his/her contract. If such is taken or completed after the end of the first college term and he/she resigns before completing the next full school year, the tuition reimbursed will be returned to or withheld by the District. This provision shall not apply when for physical reasons, or other circumstances beyond his/her control, the employee is incapable of further services. In such cases, the employee shall provide the Superintendent with a statement from a licensed physician.

In situations where a temporary employee takes courses after the completion of the first college term, the District will withhold tuition reimbursement until it is determined that the employee has returned to the District as a certified employee the following school year. In situations where a regular employee takes courses after the completion of the first college term and subsequently requests an unpaid leave of absence for the following school year, the tuition reimbursement will be withheld until it is determined that the employee has returned to the District the following year. This option is not available for employees taking a multiple year leave of absence.

5. Tuition reimbursement will not be approved for credits if mileage, workshop registration, lodging, meals, fees or any other costs incurred toward receipt of the credits have been financed by the District.
6. Tuition reimbursement will not be approved for credits earned during working hours on days in which the **Certified Employee member** receives pay from the District.
7. For credit to be effective for advancement on the salary schedule, any course work must be completed by October 1, and record of credit must be submitted by November 1, of the same calendar year.
8. For credit approved by the District for placement on the salary schedule to be accepted by the District, the record of credit and proof of payment must be submitted within one year of completion of the course. Upon initial placement on the salary schedule, the record of credit must be submitted within six months from the date of actual service with the District.
9. The District will budget an amount not less than sixty-two and one-half percent (62.5%) of the Oregon University average graduate tuition rate for one (1) quarter unit of credit per F.T.E. of the total bargaining unit district staffing as of the January payroll.

B. PROFESSIONAL DEVELOPMENT

1. Building Professional Development Planning
 - a. Each school will establish a building professional development planning process led by a team composed of **Certified Employees selected by the building principal of a minimum of three members (at least two of whom are elected by members)** and the building principal **or their designee**.

- b. The team will have oversight of the professional development activities at the site and have responsibility to assure that those activities are focused on the school improvement plan.
- c. The team shall oversee scheduling, implementation and ongoing evaluation of any professional development and/or collaborative times in the building to assure the activities are aligned with school improvement goals and are responsive to the needs of the **Certified Employees members**.
- d. The team in each building shall implement a means of determining the building level professional development needs of the **Certified Employees members**.

ARTICLE 7

LEAVES

A. DEFINITIONS

Immediate Family:

For the purpose of leaves, "immediate family" means a person who by blood, adoption, practice or marriage is the employee's grandparent, grandchild, parent, sibling, child, or spouse, or the spouse's immediate family.

B. SICK LEAVE

Sick leave may be used for the **Certified Employee's member's** illness/injury and illness/injury of the **Certified Employee's member's** immediate family. **Additionally, in addition, the District will allow** up to two (2) days of sick leave **may to** be used for medical and/or dental appointments not related to illness or injury with a medical provider. Sick leave **shall may** be used in increments of four (4) hours **when a substitute is required by the district. If a substitute is not required by the district or if the district approves internal coverage, sick leave shall be used in increments of one (1) hour. Certified Employees scheduled for less than eight (8) hours in a particular work day will not have sick leave deducted more than the number of work hours scheduled.**

1. The District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accumulated unused sick leave at retirement shall be applied (on an 8-hour basis) to increase retirement benefits under the Public Employee Retirement System, ORS 237.153.
2. At the option of the District in cases of prolonged illness or suspected abuse, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate of the **Certified Employee's member's** attending physician that the illness or injury prevents the **Certified Employee member** from working.
3. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit a **Certified Employee member** to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the **Certified Employee member** has completed thirty (30) working days in this District.

4. For purposes of determining retirement benefits, the District shall permit a **Certified Employee member** to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
5. If, at the beginning of a school year, a **Certified Employee member** previously employed for at least one (1) school year, is ill and unable to resume his/her teaching duties and such **Certified Employee member** had unused accumulated sick leave days at the end of the prior school year, that **Certified Employee member** will be allowed to use such previously accumulated sick leave days while that **Certified Employee member** remains ill and unable to work.
6. In the event of terminal illness and/or severe injury attested to in writing by a licensed physician that the **Certified Employee member** will not be returning to his/her assignment for an extended period or by the end of the school year, another **Certified Employee member** may be given a contract to assume the duties of the classroom **Certified Employee member** until the ill or injured **Certified Employee member** returns or until the end of the school year; whichever occurs first.
7. If a **Certified Employee member** uses his/her full allocation of sick leave and voluntarily terminates employment prior to the end of the work year, all unearned sick leave shall be deducted from that employee's final check.
8. All **Certified Employees members** shall ~~have online access to be notified in writing of~~ their use and accumulation of sick leave from the previous year by the first day of school.
9. Employees found to have abused/misused leave may be disciplined and any grievance will end at the Board level and ~~may does~~ not proceed to arbitration.

C. FMLA/OFLA

A **Certified Employee member** who qualifies for leave under the Family and Medical Leave Act or the Oregon Family Leave Act may, instead, elect to take an unpaid leave under Section I. without triggering the application of FMLA or OFLA. In such an event, the employee shall receive his or her insurance benefits for the remainder of the month, and then begin self-paying insurance benefits thereafter.

If a **Certified Employee member** qualifying for FMLA or OFLA leave elects to take his or her leave under this section, the District shall apply the following paid and unpaid provisions:

- 1 Medical Leave: If an employee elects to take FMLA or OFLA leave for his or her own qualifying health condition or to care for a family **Certified Employee member** with a qualifying health condition, the employee shall be required to use paid sick leave for the first thirty (30) work days of the leave (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave). Upon the passage of thirty workdays, or upon exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use *up to 15 days of* sub-deduct as provided in Section I. before going on unpaid leave.
- 2 Parental Leave: The District shall adhere to the legal guidelines for parental leave as described in ORS 659.360. A **Certified Employee member**, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement

of adopted children under eighteen (18) years of age in the home reduced by any leave used by the other parent. The **Certified Employee member** may choose to use earned sick leave or the **Certified Employee member** may choose to be on an unpaid leave or a combination of paid and unpaid time. If an employee elects to take FMLA or OFLA leave to care for a newly born, adopted, or foster-placed child, or qualifying disabled older child, the employee may select one of the two options set out below:

- a. Sick Leave: If the employee elects to use paid sick leave for the first thirty (30) workdays (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave), upon the passage of thirty (30) days or the exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use *up to 15 days of sub-deduct* as provided in Section I before going on unpaid leave.
- b. Non-Sick Leave: If the employee elects to not use sick leave, he or she may either use sub-deduct as provided in Section I or be unpaid for the first fifteen (15) workdays. Upon passage of the first fifteen workdays, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall go on unpaid leave.

Additional time may be mutually agreed upon between the **Certified Employee member** and the District and will be without pay.

If a teacher elects to take leave under the provisions of FMLA or OFLA, the teacher shall not receive a personal leave voucher for unused personal leave under Section H. of this Article.

D. OREGON PAID FAMILY & MEDICAL LEAVE INSURANCE

- 1. Effective September 1, 2023, Certified Employees shall pay the employee contributions to Oregon Paid Family & Medical Leave Insurance, and the District shall pay the employer contributions.**
- 2. A Certified Employee who receives a benefit under Paid Family & Medical Leave Insurance shall use accrued sick leave and personal leave to make up the difference between their benefits and their normal salary. Upon receiving notice of the benefit a Certified Employee has or will receive under Paid Family & Medical Leave Insurance, the District shall draw and apply the accrued sick and personal leave hours necessary to ensure that the Certified Employee receives their normal salary.**
- 3. If the need for the leave is foreseeable, an eligible Certified Employee shall provide to the District written notice at least thirty (30) calendar days before commencing a period of paid family, medical or safe leave. Examples of foreseeable leave include, but are not limited to, an expected birth, planned adoption or foster placement of a child, or a scheduled medical treatment for a serious health condition of the eligible Certified Employee or a family member of the eligible Certified Employee. The Certified Employee's written notice may be provided by email or submitted in person, and must include (a) the Certified Employee's first and last name, (b) the type of leave requested, (c) an explanation of the need for leave, and (d) the anticipated timing and duration of leave, including whether leave is to be taken continuously or intermittently.**

Failure to comply with these requirements may result in a reduction by the insurer from the first weekly benefit amount of twenty-five percent (25%) as provided by law.

4. If the need for leave is not foreseeable, an eligible Certified Employee may commence leave without providing thirty (30) calendar days advance notice. However, the eligible Certified Employee must give verbal notice to the District within twenty-four (24) hours of the commencement of the leave, and must provide written notice of the leave within three (3) days after commencement of the leave, unless this requirement is waived by the District for good cause. Leave circumstances which are not foreseeable include, but are not limited to, an unexpected serious health condition of the eligible Certified Employee or a family member or the eligible Certified Employee, a premature birth, an unexpected adoption, an unexpected foster placement by or with the eligible Certified Employee, or for safe leave.

E.D. BEREAVEMENT LEAVE

Certified Employees members will be granted up to five (5) days of paid bereavement leave for each death of a spouse, child, or parent during the school year, and up to three (3) days bereavement leave, with full pay, for each death of an immediate family members or members of the employee's household during the school year other than a spouse, child, or parent, in the state. One (1) day of bereavement leave will be granted for others not in the family. Bereavement leave shall not accumulate. An additional two (2) days travel time will be given for bereavement of out of state decedents travel. Bereavement leave shall not accumulate.

Members will be granted up to five (5) days of paid bereavement leave for each death of a spouse, child or parent during the school year.

F.E. COURT DUTY LEAVE

Absence from assigned work for court duty may be permitted under the following conditions:

1. No deduction shall be made from the salary of an employee for required appearances in court or before any governmental body when such appearance is required by the District.
2. If an employee is called for jury duty, or is subpoenaed as a witness in a case in which he/she is not personally involved, any fee received from the duty shall be submitted to the business office.

G.F. PROFESSIONAL LEAVE

Professional leave may be authorized by the District for attending educational conferences or for other purposes related to the Certified Employee's member's assignment. If the Certified Employee member receives other compensation for work while on professional leave, he/she shall have the option of either:

1. Keeping such compensation and having a full salary deduction or;
2. Surrendering such compensation and retaining his/her regular pay from the District.

H.G. PERSONAL LEAVE

1. The District recognizes that a **Certified Employee member** may need time off for personal reasons. Two (2) working days paid leave of absence may be used as personal leave. If a bargaining unit **Certified Employee member** works less than ninety-five (95) work days (not including unpaid leave), the District shall provide only one (1) day of personal leave. Personal leave may be used for personal reasons if a qualified substitute is available. Personal leave may also be used for the employee's illness/injury and the illness/injury of the employee's immediate family. **Personal leave shall must be used in increments of at least four (4) hours when a substitute is required by the district. If a substitute is not required by the district or if the district approves internal coverage, personal leave shall be used in increments of one (1) hour. Certified Employees scheduled for less than 8 hours in a particular work day will not have personal leave deducted more than the number of work hours scheduled.**
2. No more than 5% of the bargaining unit **Certified Employees members** in a school or one (1) bargaining unit **Certified Employee member**, whichever is greater, may take personal leave on a given day. The **Superintendent or their designee immediate supervisor** may make exceptions due to unusual or highly extenuating circumstances.
3. Leave shall not be taken during the first week of the students' school year, the last week of the semester/trimester or the last two weeks of the school year. Leave shall not be taken during parent conference days. The **Superintendent or their designee immediate supervisor** may make exceptions due to unusual or highly extenuating circumstances.
4. The District will not rescind personal leave once approved by the Human Resources Department.
5. **Certified Employees members** will be allowed to bank up to one day of unused personal leave for future use, but no more than three (3) days of personal leave (two current year personal leave and one banked personal leave) will be available in any given year.

If the employment status of an employee terminates at the end of the school year, the District shall provide a payment of this benefit within thirty (30) days of termination.

I.H. CATASTROPHIC MEDICAL LEAVE BANK

The Association and the District agree to create a Catastrophic Medical Leave Bank, herein referred to as the "Bank," effective July 1, 2012.

1. Catastrophic Leave Bank Committee
 - a. The Committee shall be composed of three (3) Bend Education Association **Certified Employees members** and three (3) District **Certified Employees members**.
 - b. The Committee shall award or deny a bargaining unit **Certified Employee's member's** request for leave from the Bank.
2. Donation to the Bank:

- a. Bargaining unit **Certified Employees members** will have the option to voluntarily donate their earned/unused personal leave towards the creation and maintenance of an emergency Catastrophic Medical Leave Bank. The option to donate earned/unused personal days towards the Bank will be made available by August 30th of the following school year when the balance of hours in the Bank falls below 800 hours.
- b. When donated leave is available and upon approval of Catastrophic Medical Leave Bank Committee, the District shall withdraw from the Bank to provide paid emergency catastrophic medical leave to assist an employee who has exhausted her/his sick leave and personal leave.
- c. Days contributed to the bank will accumulate from academic year to academic year and will be withdrawn without regard to the daily rate of pay of the Bank participant. Days contributed to the Bank will be converted into an hourly equivalent and withdrawn in four (4) hour increments.
- d. In circumstances where an approved request for Catastrophic Leave exceeds the balance of hours available in the Bank, Human Resources will generate a Personal Leave Donation form.
 - (1) The Bend Education Association President will forward the Personal Leave Donation form to the **Certified Employees members** of the Bend Education Association, and **Certified Employees members** will have the option to donate earned/unused personal days towards the Bank.

3. Qualifications to apply for Catastrophic Medical Leave:

- a. Employee has provided proof of a personal or immediate family medical emergency of catastrophic nature from an M.D.; and
- b. Employee has exhausted all available types of paid leave: sick leave and personal leave; and
- c. Employee is not receiving disability benefits (short term disability, long term disability, PERS disability or Social Security disability) for the reported illness or injury; and
- d. Employee is not receiving Worker's Compensation benefits for the reported illness or injury.

4. Application for Catastrophic Medical Leave:

- a. Employee initiates contact with the District's Benefits Specialist – regarding reason for leave and paid leave available.
- b. If deemed appropriate, employee completes and returns the Catastrophic Medical Leave Application, available from Human Resources.
- c. Application will be reviewed by the Catastrophic Medical Leave Bank Committee.
- d. Employee will receive written notification within ten (10) working days of receipt of application of the committee's decision.

- e. Upon approval of Catastrophic Medical Leave, Human Resources will make appropriate adjustments to the employee's leave and time sheet records.

The use of sick leave and personal leave shall be reviewed annually and this incentive provision shall be continued based on mutual agreement of the parties.

J.F.

UNPAID LEAVES OF ABSENCE

1. Annual Leave

- a. The Superintendent shall make available leaves of absence, without pay, in a number consistent with the Superintendent's ability to provide qualified staffing as determined by the Superintendent or his/her designee. The term of such leave shall be one (1) year; it may be extended upon approval of the Superintendent or designee. However, two (2) year leaves may be granted for international/out-of-country teaching opportunities. Such leaves shall be granted based on an approved leave plan, which may include other employment. Leaves will not be granted for the purpose of pursuing a teaching career in another district, public or private, or in institutions of higher education. However, leaves may be granted to participate in an approved teacher exchange program and/or teaching out of the country. To be eligible, recipients must have been with the District for five (5) consecutive years. All applications must be filed with the superintendent on or before April 15. Any need on the part of the annual leave recipient to supplement his or her income with supplemental employment shall not be the basis for voiding or denying annual leave. Upon returning from an approved leave, the **Certified Employee member** shall be entitled to the position or position title held prior to leave. The **Certified Employee member** shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that **Certified Employee member** had not interrupted service with the District. The **Certified Employee member** shall not accumulate additional sick leave while on leave of absence. Any professional experience gained during the term of leave shall be evaluated for salary credit upon return. Failure to return from leave at the end of the specified time may result in forfeiture of employment rights.

- b. **Certified Employees shall also be eligible for unpaid leave of absence for the balance of the school year following an approved FMLA or OFLA absence when, upon exhaustion of protected leave, the employee needs to remain on leave. Upon returning from an approved leave, the Certified Employee shall be entitled to the position or position title held prior to leave. The Certified Employee shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that Certified Employee had not interrupted service with the District. The Certified Employee shall not accumulate additional sick leave while on leave of absence. Any professional experience gained during the term of leave shall be evaluated for salary credit upon return. Failure to return from leave at the end of the specified time may result in forfeiture of employment rights.**

2. Other Salary Deduction Leaves of Absence

At the discretion of the District, unpaid leaves of absence at full salary deduction may be granted. Examples are:

- a4.** Beyond the period of accumulated sick leave.
- b2.** For personal reasons satisfactory to the District.

c3. For the purpose of service as an officer of the OEA/NEA. Assuming a qualified replacement is available, an unpaid leave of absence of one (1) or two (2) years shall be granted for up to two (2) **Certified Employees members** upon application.

d4. For attendance at non-school related conferences, meetings, retreats, trips or weddings.

K.J. INSURANCE PROGRAM

Certified Employees members on leave may continue on the District's insurance program at their own cost.

L.K. RETURN FROM LEAVE

Economic benefits of this Agreement and length of service will not be lost upon return from leave but will not accumulate during leave unless otherwise provided in this Agreement.

M.L. EXTENSION AND RENEWALS

All extensions or renewals of leaves shall be applied for by the **Certified Employee member** and granted or rejected in writing by the Superintendent or his designee. Reasons for denial shall be given in writing within ten (10) working days.

ARTICLE 8

EMPLOYMENT STATUS

Part-time employment status (temporary vs. permanent) shall be clearly established between the District and the employee as follows:

1. By the initial hiring process.
2. When an employee agrees to move from full-time to part-time status, the employee and the District shall clearly state, in writing, signed by the parties, either:
 - a. **Certified Employee member** agrees to temporarily reduce to part-time status for a temporary time period at the end of which the employee shall return to full-time status with the District, or
 - b. the **Certified Employee member** agrees to permanently reduce to part-time status.

If neither a. nor b. applies, then Article 10, Reduction in Force and Recall, shall be applied.

ARTICLE 9

ASSIGNMENTS AND TRANSFERS

- A. In acting on applications for voluntary transfer to an available posted position, the District shall apply the following criteria:
 1. Individual qualifications including, but not limited to, certification.

2. Instructional requirements for the grades, subjects, buildings and assignments in the **Certified Employee's member's** current position and the position for which the **Certified Employee member** has applied.
 3. Staff continuity for evaluation purposes and staff availability and experience mix for the **Certified Employee's member's** current position and the position for which the **Certified Employee member** has applied.
 4. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the District.
- B. Positions that are open in the District will be posted on-line at the District's website; **when the District conducts a Pool Recruitment, it will maintain a regularly updated list of vacant positions for which the applicants are eligible.** Any **Certified Employee member** desiring a transfer to another posted position shall submit a completed Request for Transfer form. This form may be submitted either in person or electronically for consideration. An original copy shall be filed with the central office administrator in charge of Human Resources. The application shall set forth the reasons for transfer; the school, grade level, subject or assignment sought; and the applicant's academic qualifications. Applicants with contract status for the upcoming school year will be **invited to submit recorded answers to screening questions or** granted an interview for a vacant position **if they request an interview within the deadline for applying as stated in the posting, depending on the recruitment process.** Probationary employees may apply but are not guaranteed **the right to a recorded submission or an** interview.
- C. If requested by the **Certified Employee member**, the administrator in charge shall provide a written statement of the reasons for the denial of a transfer request.
- D. **Certified Employees members** will be informed as of the last workday of a school year of their assignment for the following year to the extent to which this is possible. This shall not preclude the District from making further changes during the summer for reasons such as resignation, leave requests, changes in enrollment or other similar reasons as determined by the District. If a **Certified Employee's member's** assignment is changed, the **Certified Employee member** will be notified of the revised assignment as soon as the decision has been made.
- E. **Certified Employees members** will be notified in writing as soon as practically possible of any involuntary change in assignment or transfer. **Certified Employees members** will also be notified of the reasons for the transfer and may request a meeting with the administrator in charge to discuss these reasons. **Certified Employees members** who are transferred during the school year will be provided two (2) paid workdays or two (2) extended contract days to prepare for their new assignment.
- A **Certified Employee member** who has been involuntarily transferred may, during the following twenty-seven (27) months, ask that special notation of his/her involuntary transfer be included on the information sent to the interviewers for the position.
- F. Filling of vacancies in non-bargaining unit supervisory positions is the sole responsibility of the District. The District, however, supports the basic policy of promoting from within among qualified employees and to that extent, encourages its teaching staff to indicate their interest in being considered for supervisory positions. A **Certified Employee member** who is transferred to an administrative, supervisory or executive position from the District and thereafter is returned by the District to teaching status shall be entitled to retain such rights as he/she may have accrued under this Agreement as of the time he/she accepted a non-bargaining unit position with the District.

ARTICLE 10

REDUCTION IN FORCE AND RECALL

A. The District shall determine when reductions in force are necessary and which programs and **Certified Employees members** shall be affected. Provisions of this article shall apply when a bargaining unit **Certified Employee member** is laid off for reasons non-personal to the **Certified Employee member** such as actual or prospective reduction in staff, uncertainty in funding, administrative adjustments or reorganization, elimination of courses and programs, or declining enrollment. Reductions in force will be accomplished by application of the provisions set forth below.

B. Criteria for Reduction in Force and Recall:

Certified Employees members shall be considered for retention and recall based upon the following criteria:

1. Certification required for remaining positions.
2. Length of service with the District.
3. Competence
4. Merit
5. **Cultural or linguistic expertise**

C. Definitions of Criteria for Reduction in Force:

For purposes of application of paragraph B above, the following definitions will apply:

1. Length of Service shall be defined as the total length of continuous service with the District since the most recent date of actual service with the District. Authorized leaves of absence will not be considered a break in service but length in service will not accumulate while a **Certified Employee member** is on an authorized leave of absence for more than one full year. If two or more employees began their service in a bargaining unit position on the same date, the length of service will be computed by drawing lots.

Certified Employees members working half time or more but less than full time will receive full length of service credit if they accept such assignments to meet the needs of the District rather than at the employees' written request.

2. Competence

- a. Competence shall be defined as the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level as defined in C.3, and successful evaluation and/ or educational attainment, but not based solely on being licensed to teach.

Recent teaching experience shall be defined as teaching experience related to that subject or grade level (as defined in C.3.) within the last five (5) years.

- b. The District shall consider a **Certified Employee member** to have (a) successful evaluation(s) if he/she has not been on support strategies or a plan of assistance within the last five (5) years, placing more emphasis on the most recent evaluation(s).
- c. The District may consider a **Certified Employee's member's** willingness to undergo additional training or pursue additional education in deciding competence.
- d. **Certified Employees members** who wish to establish competence may develop a plan approved by their administrator and the Human Resource Director, which upon completion prior to reduction in force, shall establish competence for five (5) years.

3. Subject or grade level shall be defined as one or more of the following categories of teaching:

K-5 with proper license or subject matter endorsement

Grades 5 -8 with proper license or subject matter endorsement

Grades 8-12 with proper license or subject matter endorsement

Special education endorsement areas K-12

Counselors (K-12)

Instrumental music (band K-12)

Instrumental music (strings K-12)

Vocal music (K-12)

General music (K-6)

Physical education (K-12)

Library (K-12)

Foreign language (K-12)

English Language Learner (K-12)

Language Immersion (K-8)

- 4. Merit is defined as a measurement of one **Certified Employee's member's** ability and effectiveness against the ability and effectiveness of another **Certified Employee member**. The merit shall be determined on the basis of materials in the **Certified Employee's member's** personnel file and the professional judgment of the supervisors of those **Certified Employee members** being considered for layoff.

D. Application of Criteria for Reduction in Force

- 1. The District shall make every reasonable effort to transfer permanent **Certified Employees members** of classes scheduled to be discontinued to other positions for

which they are qualified and properly certified. Qualifications shall be determined on the basis of competency and merit as defined above.

2. After application of 1 above (and assuming affirmative action requirements have otherwise been met as may be required by law), necessary reductions in force shall be based on length of service, competency, **and merit, and cultural or linguistic expertise**. If the District decided to retain a **Certified Employee member** with less service than a **Certified Employee member** being laid off, the District shall determine that the **Certified Employee member** being retained has more competency or merit than the **Certified Employee member** who is released, **or that the release of the Certified Employee with cultural or linguistic expertise who has less seniority would result in a lesser proportion of Certified Employees with cultural or linguistic expertise**.

3. An administrator shall retain status and length of service as a permanent **Certified Employee member** in the District and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who has never been employed as a non-administrative **Certified Employee member** in the District shall not be eligible to become a non-administrative **Certified Employee member** in the District if the effect is to displace a non-administrative permanent **Certified Employee member**.

- E. Notice: The Superintendent will notify the Association and **Certified Employee(s) member(s)** as to which positions and individuals will be affected. Such notice will be in writing. The District will make every reasonable effort to provide twenty (20) working days' notice. The Association will be provided with a list of **Certified Employees members** who will be affected by the proposed layoff and the following information for each employee:

First day of actual service in a bargaining unit position

Certification

Current assignment

- F. Recall

1. **Certified Employees members** who have been laid off will be given first right of refusal for all teaching openings for which they are qualified which occur within twenty-seven (27) months of the date of layoff.
2. Recall of the **Certified Employees members** shall be in the inverse order of layoff, assuming that the **Certified Employee member** is qualified for the vacancy giving rise to the recall after application of the criteria in paragraph B above. When recalled, the **Certified Employee member** will retain accumulated sick leave and years of experience as of the time of layoff for salary schedule placement and contract **Certified Employee member** status. A contract **Certified Employee member** who is recalled shall retain the contract status obtained before the layoff. A probationary **Certified Employee member** who is recalled shall have years taught for the District counted as if that employment had been continuous until the layoff for the purposes of obtaining contract **Certified Employee member** status.
3. The District will notify the **Certified Employee member** and the Association of recall by certified letter at the last address given to the Board by the **Certified Employee member**. The **Certified Employee member** shall have five (5) calendar days from the receipt of the letter to notify the Board of his or her intent to return and must be able to return within twenty (20) calendar days of such receipt. Failure of the **Certified Employee member** to

meet the time limits above shall be considered voluntary resignation of the **Certified Employee member**. In the event a **Certified Employee member** cannot return within the above specified time without losing his or her certificate because of notice requirements of Oregon Revised Statutes (sic), the **Certified Employee member** must give the legally required notice to his or her employer within seven (7) calendar days of notification of recall and must return to the District no later than the first workday following the date such notice requirement expires. The **Certified Employee member** shall also make a formal request to his/her employer for waiver of such notice requirement and, if granted, will return within seven (7) calendar days of the date such waiver is granted.

4. Full-time **Certified Employees members** who have accepted part-time employment may, at their request, be placed on the recall list. If, when recalled, the part-time **Certified Employee(s) member(s)** refuse a full-time teaching position, the District shall have no further obligation to recall the **Certified Employees members** to future full-time openings and the **Certified Employees members** shall give up their full-time tenure with the District.
- G. **Certified Employees members** who are laid off may, subject to the approval of the insurance carrier, continue insurance coverage by paying the group rate at their own expense for a period not to exceed twenty-seven (27) months from the date of layoff.
- H. Any appeal from a decision of the District regarding a reduction in force or recall shall be subject to arbitration as set forth in ORS 342.934.
- I. Nothing in this article is intended to interfere with the right of the District to discharge, remove, or fail to renew the contract of a probationary, temporary or part-time **Certified Employee member** as authorized by law or to dismiss a contract **Certified Employee member** in accordance with the terms of the Fair Dismissal Law.
- J. This article does not apply to those **Certified Employees members** who have been hired (1) to temporarily replace another **Certified Employee member** on leave, (2) to replace **Certified Employees members** who resign during the school year, (3) to replace **Certified Employees members** who are reassigned during the school year, or (4) to fill unanticipated enrollment needs during the school year.

ARTICLE 11

DUES AND PAYROLL DEDUCTION

- A. Any **Certified Employee member** who is a **Certified Employee member** of the Association or who has applied for membership, may sign and deliver personally, or through the Association to the District, an assignment authorizing deductions of membership dues. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-eleventh (1/11) of such dues from the second regular salary check of the **Certified Employee member** each month for eleven (11) months, beginning in October and ending in August of each year. Deductions for **Certified Employee member** who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August.
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Association and to the District and delivered prior to the first day of the month of October of any year.

- C. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the Association, within ten (10) calendar days after the monthly salary check has been received by employees of the District. The Association agrees promptly to advise the Superintendent of all **Certified Employees members** of the Association in good standing from time to time and to furnish any other information needed by the Superintendent to fulfill the provisions of this article and not otherwise readily available to the District.

ARTICLE 12

BENEFITS

A. AVAILABLE INSURANCE BENEFITS

The District shall inform all **Certified Employees members** new to the District of the insurance benefits provided for them, or made available to them by the Board under the conditions of the Agreement. Such information shall be made available to all **Certified Employees members** during preschool orientation.

B. INSURANCE PREMIUMS

The District shall make available insurance premium payroll deductions for all **Certified Employees members** enrolled in any of the negotiated insurance programs of the District.

C. FRINGE BENEFITS

1. For insurance effective October 1, 2021 the District will contribute $\$1,377.50 + \$70.50 = \$1448.00$ per month for each full-time **Certified Employee member** unless the employee agrees to a reduced contribution toward the insurance premium. For insurance effective October 1, 2022 the District will contribute $\$1448.00 + 40 = \1488.00 per month for each full-time **Certified Employee member** unless the employee agrees to a reduced contribution toward the insurance premium.
2. For employees working at least half time but less than full time, the District shall contribute an amount for insurance equal to the employee's percentage FTE times the amount of the District's contribution for full-time employees.
3. Insurance plans and carriers offered to **Certified Employees members** shall be selected by the Association from the Oregon Educators Benefits Board. Changes in plans and/or carriers for the duration of this Agreement shall be by mutual agreement between the parties. The benefit plan shall include the following coverage:
 - i. Medical/Pharmacy
 - ii. Dental w/ Orthodontia
 - iii. Vision
4. The District shall provide a long-term disability plan as selected by the Association. The long-term disability premium shall be paid by the employee, after taxes, and not be eligible for Section 125.
5. The District shall facilitate employee participation in a Section 125 Plan. The District shall pay any fees for the plan which administers the premium out-of-pocket deductions. The employee

shall pay any fees for the plan which administers deductions for child care and/or reimbursable medical expenses.

D. STATE INDUSTRIAL

All employees of the District are covered by workers' compensation insurance. This covers employees for on-the-job accidents.

Employees who sustain an injury or illness compensable by Worker's Compensation, causing them to be absent from work and who are unable to perform their regular normal duties, will be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave.

Hours of accumulated sick leave shall be deducted from the employee's sick leave account in proportion to the regular salary paid to the employee that is not covered by Worker's Compensation. Employees shall receive a normal paycheck and will provide the Worker's Compensation check to the District. The paycheck will be provided to the employee upon receipt of the Worker's Compensation check. Upon exhaustion of accumulated sick leave, the employee will keep any subsequent Worker's Compensation checks.

E. LENGTH OF COVERAGE

Employees who teach an entire contract year will receive fringe benefit coverage through September 30 of the next school year.

ARTICLE 13

PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE

The Salary Schedules for 2023-24 shall reflect an increase of 2.0% over the 2022-23 Salary Schedules, and the Salary Schedules for 2024-25 shall reflect an increase of 2.0% over the 2023-24 Salary Schedules. The basic salaries and extra duty salaries of **Certified Employees members** covered by this Agreement for **2024-22 and 2022-23 2023-2024 and 2024-2025** are set forth in Appendices A & B.

B. EXPERIENCE CREDIT

1. Successful applicants for teaching positions will be given credit for teaching experience gained elsewhere. The amount of credit depends upon a number of factors, including size of school system in which the previous experience was gained, the subject taught, whether the teaching was done in years immediately preceding the present application and so on. In no case will applicants be credited with more years of teaching experience than they have actually taught.
2. **CTE Teachers:** The District may also grant experience credit on the salary schedule to successful applicants for teaching positions in state approved professional technical programs for verified full-time work experience in the industry field directly related to the professional technical program in which the applicant will teach. Generally, the applicant will receive one (1) year of experience credit for two (2) years of applicable work in the field, not to exceed a maximum of ten (10) years of experience credit. **Column advancement shall include the following equivalence to graduate credit: successful completion of**

district pre-approved Professional Development Units at the rate of one seat-hour per PDU, with ten (10) PDUs equal to one Quarter credit and fifteen (15) PDUs equal to one Semester credit.

3. The equivalent of ninety-five (95) contracted days worked during the school year is necessary to accumulate a year's teaching experience on the salary schedule.

C. PAY PERIODS

Certified Employees' members' salaries are paid on a twelve (12) month basis, the year extending from September 1, to August 31. One-twelfth (1/12th) of the annual salary will be due and payable each month during the school year. The June, July, and August check will be issued at the close of school. However, **Certified Employees members** on nine and one-half (9-1/2) month contracts may have the August check held until they report for duty in the fall. **Certified Employees members** not returning to the District for the succeeding year will be paid in full when they are released at the close of the school term. Monthly checks will be available in the school buildings or work centers on the last working day of each month. **Certified Employees members** may also select a direct deposit option to have their monthly check electronically transferred to their bank account. If such selection is made, the electronic transfer shall occur by the last working day of each month. The June, July, and August checks shall be electronically deposited on the same timeline as currently provided for normal payroll. In the event of the termination of a **Certified Employee's member's** contract, the District will compute the amount due to the **Certified Employee member** at a daily rate based upon the current school calendar for each day the **Certified Employee member** has been on duty. Any balance due the **Certified Employee member** will be paid to the **Certified Employee member** or those designated to receive this sum.

D. RETIREMENT CONTRIBUTION

With respect to all professional compensation earned during the life of this Agreement, the District shall cease withholding from **Certified Employee's member's** monthly salaries the employee contribution required by ORS 237.071, and shall "pick-up," assume and pay the employee contribution of no less than six percent (6%) to the Public Employees Retirement Fund or other similarly legislated retirement fund for the **Certified Employees members** then participating in the Public Employees Retirement System (PERS) or other similarly legislated retirement fund. Such "picked-up" or paid employees' contribution shall be credited to employee accounts pursuant to applicable laws and shall be considered to be employee contributions for the purpose of ORS 238.005 to 238.750.

E. EXTRA DUTY SCHEDULE

Extra duty assignments and salaries are covered by Appendix B.

F. EXTENDED CONTRACTS

1. Extended contracts will be paid at the **Certified Employee's member's** rate of pay for each additional day of work beyond his/her contracted work year in the event **Certified Employees members** are permitted or required to work beyond the agreed work year.
2. Employees scheduled by the District for extended days shall have the option of receiving pay for those days or taking the days as compensatory time off at a time mutually agreeable to the employee and the employee's supervisor during the year in which it is accrued.
3. Granting and scheduling of such extended days is entirely at the discretion of the District.

G. ADVANCED CERTIFICATION PAY

Employees receiving either of the following three advanced certifications shall receive an additional stipend per year as noted:

1. National Board Certification for Professional Teaching Standards = \$2,500.
2. National Certified School Psychologist through the National Psychology Certification System of the National Association of School Psychologists = \$1,500.
3. National Certified School Nurse through the National Board for Certification of School Nurses = \$1,500.
4. National Board Certification for Speech Pathologist = \$1,500.

ARTICLE 14

OTHER COMPENSATIONS

- A. **Certified Employees members** who are approved to use their own automobiles for school or professionally related activities will be paid on the basis of the approved IRS rate per mile. **Certified Employees members** required to drive their own personal automobiles in the course of their work will be reimbursed on the basis of the approved IRS rate for the distance traveled between regular District work assignments. La Pine **Certified Employees members** who live in La Pine and are required to attend meetings in Bend will be reimbursed for mileage.
- B. In all but unusual circumstances, reimbursements will be made within thirty (30) calendar days of submittal.
- C. All personnel in the bargaining unit and spouses/**domestic partners** will receive free admission to all in-district athletic activities.
- D. Bargaining unit **Certified Employees members** shall have the opportunity to determine whether their child may attend the school to which the **Certified Employee member** is assigned. Bargaining unit **Certified Employees members** who are not residents of the Bend-La Pine district must first successfully complete the inter-district transfer procedure before this option can apply.

ARTICLE 15

WORK YEAR

Except as noted, the regular work year will not exceed 190 days, including:

- A. **The following specific Five** workdays:
 1. Two days prior to the first student contact day.
 2. **One-half day at the end of the first and third quarter for school grading on a quarterly system.**

3. **Certified Employees members** shall have a full workday ~~to prepare report cards~~ at the end of each trimester or semester.
4. **Certified Employees members** may be released early on the last work day with supervisor's written approval.

B. Five legal school holidays.

C. Part-time **Certified Employee' members'** obligations to attend in-service and/or collaborative late start or early release days shall be prorated as per their FTE and as approved by their principal.

D. One early release day (School Improvement Wednesdays) per month for a total of ~~ten nine~~ **(10 9)** per year will be allocated for individual directed **Certified Employee member** work time. Dates will be determined by level (elementary, middle school, high school). **If a Conference Prep day falls on a Wednesday, that constitutes the scheduled teacher-directed SIW.**

E. Certified Employees may be required to attend up to four after-school/evening events per year, such as graduation, family engagement events, secondary open house, etc, as part of their professional responsibilities.

The District may require **Certified Employees members** new to the District to attend one (1) additional day at no additional compensation within one (1) year of their first date of hire. ~~members who attend this additional day will receive a \$100 supply and materials allocation to be used to benefit their classroom. Such allocation will be in addition to any other regular classroom supply funds provided.~~

In case of an emergency school closure when **Certified Employees members** are not required to work, the number of days the **Certified Employees members** were not in attendance may be rescheduled without additional compensation.

The calendar will be determined by the District after conferring with the BEA.

ARTICLE 16

TEACHING HOURS

A. A **1.0 Full Time Equivalent (FTE)** **Certified Employee's member's** normal day for instructional duties shall be eight (8) hours. The workday shall include:

1. Not less than a thirty (30) minute duty-free lunch period during which **Certified Employees members** may leave the building without permission. The length of lunch in schools with more than one lunch period shall be the same. The lunch period shall not be reduced by passing time.
2. Middle Schools and Senior High Schools:
 - a. No more than 300 minutes of student instructional time.

- b. Not less than one (1) daily preparation time equal in length to a normal class period; **Specialists' and Itinerant Teachers' daily preparation time may be satisfied by the weekly or rotational average.**

3. Elementary Schools:

- a. A minimum of 270 minutes preparation time per week including a period of at least thirty (30) minutes duration per day, uninterrupted, within the student day for grades K-5. ~~The thirty (30) minutes prep for half-day session Kindergarten teachers may be scheduled before or after the student day.~~ Within the 270 minutes per week there shall be a minimum of two (2) forty-five (45) minute uninterrupted preparation periods and one (1) thirty (30) minute uninterrupted period within the employee workday per week. **Specialists' and Itinerant Teachers' daily preparation time may satisfied by meeting the weekly average.**
- b. Not less than one (1) fifteen (15) minute duty-free relief period for grades K-5. A second fifteen (15) minute relief period shall be scheduled for grade K-2 teachers, however, supervision of this period may be required on a rotational basis by the teachers. The relief periods shall not be reduced by "passing time".
- c. If due to lack of revenue it becomes necessary for elementary teachers to teach specialist areas, the instructional time for elementary teachers may be increased. The District agrees to notify the Association not less than thirty (30) days prior to this increase and agrees to discuss if and how lost preparation time might be rescheduled within the workday.

4. A regularly scheduled amount of time before and after the pupils' day at each school.

- B. **Certified Employees with regular status FTE greater than or equal to 0.5 FTE but less than 1.0 FTE shall have a workday pro rated proportionate to their FTE percentage.**

CB. If the District authorizes a teacher to supervise any other class(es) beyond that teacher's normal assignment due to the unavailability of a substitute, thereby interfering with or causing loss of the teacher's designated preparation period, the teacher shall be paid at the teacher's hourly per diem rate.

DC. ~~The District may adjust the normal workday for inservice, parent conferences and curriculum work. After conferring with the Association,~~ the District may modify the normal workday for purposes of parent teacher conferences by extending the workday on a given day as long as equal time is scheduled as comp time in **close** proximity to the longer day.

ED. If district-wide or grade level/department meetings occur outside or extend beyond the regular workday and the work hours have not been adjusted, then attendance by employees is voluntary. Employees are free to leave the meeting at the conclusion of their work hours. Upon request of employees, the District agrees to provide all pertinent information to the certificated employees who leave the meeting prior to the conclusion of the meeting. As a professional courtesy and when possible, an employee will endeavor to give prior notice to the appropriate person of a need to leave before the conclusion of the meeting.

ARTICLE 17

JUST CAUSE

Discipline which results in suspension, written reprimand or reduction in compensation shall be for just cause. Information forming the basis for disciplinary action will be made available to the **Certified Employee member** and the Association at the **Certified Employee's member's** request. Any violation of this provision may be used as a basis for a grievance. This Article does not apply to non-renewal, non-extension or the dismissal of contract or probationary **Certified Employee member** or the nonrenewal of probationary and or temporary **Certified Employee member** and suspensions governed by the Fair Dismissal Law nor does it apply to assignment to or retention in extra duty or extended contract assignments.

Representation

Certified Employees members shall have the right to be represented by an Association approved representative at any conference, the purpose of which is discipline which is subject to the just cause provision or to notify the **Certified Employee member** of a recommendation of non-renewal or dismissal. This will not preclude relieving an employee from duty temporarily when such is deemed necessary by an administrator. If the conference relates to nonrenewal or dismissal, at least one (1) day's advance notice of the conference will be given.

ARTICLE 18

SPECIAL INSTRUCTION, AND CLASSROOM MANAGEMENT

A. SPECIAL INSTRUCTION

Recognizing the interest of both the District and **Certified Employees members** to provide for compliance with, and implementation of, legally required programs for special instruction, the District agrees to obtain classroom teacher input in the development, review, and modification of procedures for such compliance and implementation. Release time for classroom teachers in carrying out the above may be provided as determined by the District.

B. CLASSROOM MANAGEMENT

1. The District and the Association recognize the need for positive discipline for the good of the educational process. Therefore, the building administrators will work with the building staffs in handling disciplinary problems. This shall include the establishment of guidelines or procedures for dealing with both specific and general disciplinary problems at the building levels. **Certified Employees members** may remove students with disciplinary problems from the classroom and refer them to the building administrators who will determine the appropriate action.
2. If the **Certified Employee member** communicates to the administrator a desire to confer before the student is returned to the classroom, then the administrator shall make every reasonable effort to do so. If a conference cannot be held prior to the student being returned, the administrator will **confer de-se** as soon as possible after the student's return.

C. The Safe Schools Task Force shall include at least a BEA representative, a member, and an administrator. The task force shall annually review and establish, if needed, procedures related to school safety and communication to members which will provide for a uniform

awareness by staff throughout the District of students who pose a threat to disrupt the educational environment.

ARTICLE 19

PERSONNEL FILES

- A. **Certified Employees members** shall have the right to examine their personnel files upon request during normal business hours and to obtain copies of any material therein. They may be accompanied by a representative of their choice or may authorize a representative to examine their personnel file and to obtain copies of material therein. Such authority shall be in writing, shall be signed and dated by the **Certified Employee member** and shall be submitted to the administrator in charge of personnel.
- B. Any material of an unfavorable nature must be placed in the file within ten (10) working days of the final construction. It must be signed and dated by the **Certified Employee member** before being placed in the personnel file. Signing does not indicate agreement or disagreement. In the event of failure to sign, the material will be placed in the file with a statement that the **Certified Employee member** refused to sign it.
- C. A **Certified Employee member** may make a written statement relating to any evaluation reprimand, charge, action or any matter placed in the **Certified Employee's member's** personnel file and such **Certified Employee's member's** statement shall be placed in the personnel file. **Certified Employees members** will have the right to place employment related documents in their personnel files.
- D. The personnel file shall contain all performance materials relevant to the **Certified Employee's member's** employment.
- E. All documents used as the basis for dismissal or nonrenewal must be in the District personnel file.
- F. A **Certified Employee member** may request the removal of complaints and other documents, **except findings of misconduct and imposition of discipline**, after the document(s) have remained in the personnel file for three (3) years. The Superintendent shall have the final determination as to removal, within the limits of Oregon law.

ARTICLE 20

EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of both the parties in a written amendment.
- B. **If any provision of this Agreement is made invalid by a court decision, statute, or state administrative rule, the provision Should an article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be,** shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the

duration of the Agreement, if not affected by the deleted article, section, or clause. The parties will meet within thirty (30) days to renegotiate any article, section, or clause declared illegal.

- C. Any contract between the Board and an individual **Certified Employee member** shall be expressly subject to the terms and conditions of this Agreement.
- D. Except as otherwise provided in this contract, nothing in this contract shall be construed to reduce the position of any individual **Certified Employee member** or the salary he/she now receives.

ARTICLE 21

EVALUATION

- A. All **Certified Employees members** shall be evaluated in accordance with the District's adopted evaluation procedures and applicable Oregon Revised Statutes.
- B. Evaluation reports shall be maintained in the personnel files of the District. An evaluation report shall be placed in the **Certified Employee's member's** personnel file only after the **Certified Employee member** has been given an opportunity to review and sign the report. If a **Certified Employee member** disagrees with the contents of an evaluation, the **Certified Employee member** may appeal to the superintendent or his/her designee.
- C. No award based upon findings that the evaluation procedure was violated may overturn the Board's nonrenewal decision if such would result in giving a **Certified Employee member** "contract" status under ORS Chapter 342. However, if a third year probationary **Certified Employee member** is to be recommended for "non-renewal" due to a performance deficiency, the district will provide evidence that support strategies have been provided prior to Board action. The Board decision on non-renewal will be final.
- D. The District shall notify the Association when a **Certified Employee member** is placed on a **Pp**rogram of **Aa**ssistance for **Ii**mprovement, **as defined in ORS 342.850**, unless the **Certified Employee member** specifically indicates that the Association should not be notified. Failure to notify is considered a technical procedure, which shall not cause the overturning of a dismissal, non-extension of contract, non-renewal of contract or a disciplinary action unless the **Certified Employee member** suffered a substantial and prejudicial impairment in the **Certified Employee's member's** ability to comply with school district standards. A **Pp**rogram of **Aa**ssistance for **Ii**mprovement shall be in writing and shall, with reasonable specificity, include the following:
 - a. The nature of the deficiencies.
 - b. Expectations for improved performance.
 - c. Assistance to be provided.
 - d. Assessment techniques anticipated and,
 - e. Timelines for completion and progress conferences.

At the time a **Pp**rogram of **Aa**ssistance for **Ii**mprovement is initiated, a conference shall be held between the evaluator and the **Certified Employee member** and the **Certified Employee's member's** Association approved representative, if desired by the **Certified Employee member**. The **Certified Employee member** can request clarification of any element of the **Pp**rogram of **Aa**ssistance for **Ii**mprovement at this time.

- E. In accordance with Oregon law, if peer assistance is utilized, it shall be voluntary. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary **Certified Employee member** nonrenewal hearing before the School Board under ORS 342.835, without the mutual consent of the District and the **Certified Employee member** provided with peer assistance.
- F. Surveys are encouraged as a means of providing feedback to **Certified Employees members** for continued professional development. No anonymous or student surveys or rankings will be used in summative **Certified Employee member** evaluations unless mutually agreed upon by the **Certified Employee member** and evaluator.

ARTICLE 22

NONDISCRIMINATION/ACADEMIC FREEDOM/PERSONAL FREEDOM/CRITICISM

A. **Nondiscrimination**

The Association and the District agree that they shall not discriminate against any teacher covered by this Agreement because of age, race, color, religion, sex, marital status, national origin, disability, or membership or non-membership in the Association. The District shall not engage in discrimination that infringes on employees' civil rights as defined by local, state, and/or federal law.

B. **Academic Freedom**

1. If a **Certified Employee's member's** presentation of controversial material is criticized, or if books used, recommended or provided by a **Certified Employee member** are challenged as controversial, the **Certified Employee member** whose material is questioned will be told about the criticism. The **Certified Employee member** will have the opportunity to present his or her opinions about the material at any hearing, committee meeting or other review procedure scheduled to consider the material.
2. The District's Administrative Regulation entitled Studying Controversial Issues (INB-AR) will be used as the standard of review in the investigation and disposition of academic issues.

This subsection (B2) will not be subject to arbitration under the provisions of Article 4 of this contract.

C. **Personal Freedom**

The personal life of a **Certified Employee member** is not an appropriate concern of the District so long as such personal life does not **violate ethical educator standards or district policies negatively influence the member's effectiveness in performance of professional responsibilities**.

D. **Criticism**

Criticism of **Certified Employees members** and administrators shall be made in private.

E. **Evaluation of Students**

The **Certified Employee member** shall maintain the right and responsibility to determine grades and other evaluations of students. Provided that the **Certified Employee member** grades in accordance with District Policy and/or administrative rules of the State Board of Education, no grade or evaluation shall be changed without approval of the **Certified Employee member**, unless the **Certified Employee member** is not available and the District has made every reasonable effort to contact the **Certified Employee member**. ~~In the event the District is required to contact the member and the District is unable to reach the member, either in person or by telephone, the District shall send a certified letter to the member's address on record with the District.~~ The Principal can change the grade if there was a recording or calculation error.

If a student, ~~or~~ parent, **guardian, or other caregiver** disputes a final grade for a given term, and the Principal feels that change may be warranted, the dispute shall be considered by a committee from the school appointed by the Principal which includes the **Certified Employee member** assigning the grade along with other **Certified Employees members**, and administrators, ~~the student, and the parent(s), guardian, or other caregiver, if they wish to participate.~~ This committee's decision shall be final.

ARTICLE 23

CERTIFIED EMPLOYEE MENTOR ~~TEACHER~~

- A. The District and Association believe that an effective Mentor **Teacher** program is an important way of assuring success of new and beginning educators. ~~The District will pursue funding and when funding is available, the parties agree to negotiate a Memorandum of Agreement on the compensation and duties of mentor teachers.~~
- B. The mentor **teacher** will be selected through a process established by the District. There will be **Certified Employee teacher** involvement in the selection process and design of the program.
- C. No mentor **teacher** will be disciplined for actions arising out of mentor duties without just cause.
- D. If cause exists, either the District or the mentor **teacher** can terminate the mentor assignment after a two (2) week notice.

ARTICLE 24

SITE-BASED DECISION MAKING PROGRAMS

- A. The Board and the Association agree that programs which provide increased opportunities for **Certified Employee member** involvement in building level decision making ("site-based decision making programs") can foster the collegial exchange of ideas.
- B. Site-based decision making programs do not alter the Collective Bargaining Agreement which will remain in full force and effect.

IN WITNESS WHEREOF, the Bend Education Association has caused this Agreement to be signed by its President, and the Board of Directors, Bend-La Pine School District No. 1 has caused this Agreement to be signed by its Chairman.

BEND EDUCATION ASSOCIATION

**BOARD OF DIRECTORS
BEND-LA PINE SCHOOL DISTRICT NO.1
DESCHUTES COUNTY OREGON**

President

Chair

Date

Date

APPENDIX A
BEND-LA PINE PUBLIC SCHOOLS
SALARY SCHEDULE
INDEX
2024-23 2023-25

	A	B	C	D	E	F	G	H	I
						MA	MA+15	MA+30	MA+45
STEP	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	1.0000	1.0250	1.0500	1.0750	1.1000	1.1250	1.1500	1.1750	1.2000
1	1.0410	1.0664	1.0914	1.1167	1.1420	1.1706	1.1961	1.2248	1.2510
2	1.0820	1.1078	1.1328	1.1584	1.1840	1.2162	1.2422	1.2746	1.3020
3	1.1230	1.1492	1.1742	1.2001	1.2260	1.2618	1.2883	1.3244	1.3530
4	1.1640	1.1906	1.2156	1.2418	1.2680	1.3074	1.3344	1.3742	1.4040
5	1.2050	1.2320	1.2570	1.2835	1.3100	1.3530	1.3805	1.4240	1.4550
6	1.2460	1.2734	1.2984	1.3252	1.3520	1.3986	1.4266	1.4738	1.5060
7	1.2870	1.3148	1.3398	1.3669	1.3940	1.4442	1.4727	1.5236	1.5570
8	1.3280	1.3562	1.3812	1.4086	1.4360	1.4898	1.5188	1.5734	1.6080
9	1.3690	1.3976	1.4226	1.4503	1.4780	1.5354	1.5649	1.6232	1.6590
10	1.4100	1.4390	1.4640	1.4920	1.5200	1.5810	1.6110	1.6730	1.7100
11		1.4804	1.5054	1.5337	1.5620	1.6266	1.6571	1.7228	1.7610
12				1.5754	1.6040	1.6722	1.7032	1.7726	1.8120
13					1.6460	1.7178	1.7493	1.8224	1.8630
14						1.7634	1.7954	1.8722	1.9140
15							1.8415	1.9220	1.9650
16									2.0160

Simple index 2.5% horizontally, variable simple 4.1%-5.10% vertically.

BEND-LAPINE PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE ~~2023-24~~ ~~2021-22~~
190 Day Schedule

Reflects ~~2.0~~ ~~3.6~~% COLA Increase from ~~2022-23~~ ~~2020-21~~ Schedule

BEND-LAPINE PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE ~~2024-25~~ ~~2022-23~~
190 Day Schedule

Reflects ~~2.0~~ ~~3.25~~% COLA Increase from ~~2023-24~~ ~~2024-22~~

APPENDIX B
BEND-LA PINE PUBLIC SCHOOLS
EXTRA DUTY STIPEND SCHEDULE 2023-24 2021-22

Reflects 2.0 ~~3.8~~% COLA Increase from 2022-23 ~~2020-21~~ Schedule

BEND-LA PINE PUBLIC SCHOOLS
EXTRA DUTY STIPEND SCHEDULE 2024-25 2022-23

Reflects 2.0 ~~3.25~~% COLA Increase from 2023-24 ~~2020-22~~ Schedule

EXTRA DUTY PLACEMENT

The following positions are recommended for placement on the extra duty schedule based on the standard assessment process:

<u>RANGE</u>	<u>HIGH SCHOOL</u>	<u>MIDDLE SCHOOL</u>	<u>ELEMENTARY</u>
---------------------	---------------------------	-----------------------------	--------------------------

AA 14%	Athletic Director (AD receives 2X the AA rate) Activities Director (+ 1 Block Release) Head Football Head Basketball		
A 12.5%	Head Baseball Head Softball Head Track Head Volleyball Head Wrestling Head Soccer Head JV Basketball ROTC FFA Advisor Choir Director Drama Director Band Director Orchestra Director	Athletic Director	
B 11%	Head Tennis Head Swim Head Cross Country Assistant Football Head Skiing 9th Gr. Basketball Rally Advisor Speech Team Advisor Yearbook Advisor News Staff Advisor	Activities Dir.	
C 9%	Head Diving Head Golf Assist. Volleyball Assist. Track Assist. Wrestling Assist. Baseball Assist. Softball Assist. Tennis Assist. Soccer Assist. X-Country Assist. Skiing Assist. Swim Auditorium Mgr. Ticket Mgr. Chinese Exchange Coord. Head Robotics Culinary ROTC Assistant Assist. Speech Team Adv.	Choir Director Orchestra Director Band Director	

	FBLA or DECA Advisor Rally Advisor	
D 7%	Dance Team Dir. Concession Mgr. Intramrl. Supervisor Musical Director After School Supervisor Assist. Robotics Unified Sports Advisor JV Rally	After School Supervisor Head Basketball Head Football Head Track Head Wrestling Head Volleyball Intramrl. Supervisor
E 6%	Detention Supervsr.	Assist. Football Assist. Track Assist. Basketball Assist. Wrestling Assist. Volleyball Detention Supervsr. Yearbook Advisor Drama Director Robotics WEB Coordinator News Staff Advisor

1. For year-long extra duty positions, each person will have his/her extra duty assignment pay prorated equally over twelve months. For seasonal extra duty positions, each person will have his/her extra duty assignment pay prorated over the pay periods when the work is actually performed. If such person resigns or is not able to fill the extra duty assignment, the money already paid will be deducted from salary and no extra duty pay will be paid for the balance of the twelve months.
2. If additional extra duty positions or responsibilities are added, the additions will be made with a mutual agreement between the District and the Association.
3. Credit toward years of experience acquired in another district in the same extra duty assignment will be recognized by the District in salary placement.
4. The pay rate for curriculum and grant work and other specific assignments agreed upon by BEA and the District which are not otherwise defined in the contract shall be \$~~32.78~~ ~~32.14~~ for the 202~~34~~-2~~42~~ school year and \$~~33.84~~ ~~33.18~~ for the 202~~42~~-2~~53~~ school year.
5. If the District holds Saturday School, **Certified Employees members** assigned to supervise shall be paid at their per diem rate.
6. A **Certified Employee member** may not be granted more than three (3) extra duty assignments.
7. The percentages in Appendix B have not applied since the 2008 extra duty schedule.

EXTRA DUTY ASSIGNMENT/RENEWAL

ASSIGNMENT PROCESS:

1. All extra duty positions will be posted district-wide when a vacancy occurs.
2. All employees interested in an extra duty position will be interviewed on request.
3. The interview team will consist of building and/or district level administrators. **Certified Employee members** may be included on the interview team.
4. All employees interviewed for an extra duty position will be notified by the building principal regarding the final selection.
5. The building principal will also consult the director of personnel and, if appropriate, the director of curriculum and instruction regarding the final selection.
6. Applicants selected for an extra duty assignment will be placed at the appropriate level according to their experience in that position. The applicant for a head coaching position will receive one (1) year of experience credit for two (2) years of assistant coaching experience in the same sport.
7. The District recognizes years of volunteer service within the district in the position toward experience steps on the salary schedule.
8. Employees new to the District who have out-of-district experience in an equivalent extra duty position will receive credit toward years of experience acquired in another school district.
9. The director of personnel will determine the number of years of experience granted to employees based on 6, 7, and 8 above.
10. The director of personnel with the assistance of building principals will determine if an extra duty contract will be issued as well as how many contracts will be granted.
11. With the approval of the building level principal and the director of personnel, one extra duty contract may be divided proportionately among more than one employee. For example, four employees may wish to perform the responsibilities of the intramural supervisor. Each one could serve for one nine week period. Therefore, the contract would be divided into a daily rate of pay.
12. If the employee is unable to perform to the expectations in the position description or is unable to complete the assignment, compensation shall be paid for that portion actually worked.
13. If the employee only performs half of the extra duty assignment, then the level of compensation will be computed at one half. For example, the junior high orchestra director receives extra duty for assignment at two junior high schools. If the assignment is at only one school, then the orchestra director will receive one-half of the compensation.
14. La Pine Junior/Senior High School employees assigned to several positions meriting extra duty will be granted one contract at the highest level. An example is the music teacher who may teach junior high and senior high band and choir. This person will receive one contract at the A level.

PETITION FOR REVIEW/PLACEMENT:

1. If a position description is proposed for change by the District, it shall be forwarded to the Association representative and contract holder for review.
2. If the extra duty contract holder, Association or the District believes that a current extra duty position is not appropriately placed on the schedule, the employee, Association or District may request an assessment of the position by the Association and the District. Any change must be approved through a mutual agreement between the District and the Association.
3. If additional extra duty positions are created due to changes in programs or legislated requirements, the placement of these new positions will be determined through mutual agreement between the District and the Association.

RENEWAL OF ASSIGNMENT:

1. All employees holding extra duty contracts must sign the Position Description which details the responsibilities of the assignment.
2. All employees holding extra duty assignments will be evaluated annually by their building administrator.
3. The Position Description forms the basis for the evaluation process.
4. The District maintains the right to renew or non-renew all extra duty contracts based on the employee's evaluation subject to budget limitations and determined by the level of student participation in the program.
5. Nonrenewal or removal from an extra duty assignment will follow "due process."
 - a. Upon written request, the employee will be given the reasons and the information forming the basis for such action in writing prior to any final action.
 - b. The employee will have an opportunity to discuss the matter with the building principal.
 - c. Upon request, the employee shall be allowed to meet informally with the superintendent, at which time the superintendent will discuss the reasons for such action. The superintendent will be the final appeal.
6. Building principals may use a plan of assistance to help improve the performance of an employee assigned to an extra duty contract. However, a plan of assistance is not required prior to removal from an extra duty assignment.

**MEMORANDUM OF UNDERSTANDING #1
PRESIDENT'S LEAVE**

The Bend Education Association and the Oregon Education Association agree to hold harmless and to fully and completely indemnify the Bend-La Pine School District against any and all liability (including the cost of legal defense or any administrative costs) which may arise at any time based on the District's agreement to continue to pay full salary and benefits to the BEA President and to accept reimbursement of those costs from the Association. The District agrees to cooperate with the Association in the Association's defense of any claim, suit, administrative action, etc., which may arise based on this payment and reimbursement and agrees that the Association will select legal counsel should the need arise. If PERS refuses to accept the school district's contributions to PERS for the BEA President, the school district shall return/repay the Association the value of such reimbursements. It is not the intent of the parties by this clause to hold harmless and indemnify the BEA President against any loss of benefits or delay in an anticipated date of retirement if PERS refuses to accept school district payments to PERS on behalf of the BEA President.

FOR THE ASSOCIATION

FOR THE DISTRICT

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT #2
BEND EDUCATION ASSOCIATION and BEND-LA PINE SCHOOL DISTRICT

In the interest of finding a way to more effectively schedule the elementary workday to address the planning, instructional and meeting demands upon elementary teachers, the parties agree to establish a process for temporary waivers of specific provisions regarding the manner in which prep time and other elements of the elementary day are scheduled. The following conditions shall apply to any waiver:

1. A waiver shall be for a specific building and may not be intended to apply universally to all elementary schools.
2. A request for waiver must have the consensus support of the affected teacher. Buildings are to establish their process for determining consensus prior to applying it for this purpose.
3. A waiver may not reduce the number of preparation minutes below 270 minutes per week, but may restructure the scheduling of those minutes in a manner different from the contract.
4. During this Collective Bargaining Agreement, a waiver may be granted for no more than one year at a time.

Buildings are encouraged to look for ways to create increased protected time for **Certified Employee member** planning before, after, or during the school day free from required meetings, IEP's, etc.

The District shall commit to working with elementary principals to explore more effective scheduling strategies and identification of practices that are creating quality planning time for **Certified Employees members**.

The parties agree to allow this waiver process to be applied at elementary, middle, and high school levels.

Prior to implementation, any waiver must first be approved by the BEA Executive Board and the Bend-La Pine Human Resources Department.

FOR THE ASSOCIATION

FOR THE DISTRICT

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT #3

The Bend La Pine School District, No. 1 (hereinafter "District"), The Bend Education Association (hereinafter "Association") agree as follows:

1. The parties recognize the extraordinary financial problems facing the District and public education in general. Both parties understand that good faith efforts are necessary in order to reduce costs and preserve educational programs.
2. The parties recognize that the move to benefits provided through the Oregon Educators Benefits Board (OEBB) has influenced application of Article 12, section C, paragraph 1. Within the provisions of this article, the insurance committee has piloted strategies that provide an option of reducing out-of-pocket premiums for individuals when two **Certified Employees members** of the same household are employed by the district, strategies that encourage **Certified Employees members** to access the Health Savings Account plan offered by OEBB, and strategies to make available a plan that requires no out-of-pocket premium for full-time employees. Recognizing the difficulty to ascertain in advance the costs and savings that may be achieved through these measures, the parties agree to allow District during the term of this collective bargaining agreement to utilize any net savings towards covering the costs of maintaining teaching positions during these extraordinary financial times.
3. Should the Oregon Legislature take action which would invalidate or change the employee's ability to utilize the insurance opt out provision, the District and Association will meet, discuss and bargain this issue further.

FOR THE ASSOCIATION

FOR THE DISTRICT

Date _____

Date _____

Memorandum of Agreement #4

The Bend La Pine School District No. 1 hereinafter "District" and Bend Education Association hereinafter "Association" agree as follows:

For two contract cycles beginning with the first contract dated 2015-17 the Association and District agree to the changes in Article 7 leave provisions as set forth below. Asterisks in the contract identify there are changes in that provision. The changed language is italicized below. Language that was removed is identified with a strikethrough. The changed provisions set forth below shall terminate on June 30, 2021, of the second contract cycle and the changed provisions specifically will not become part of status quo unless the language is negotiated for inclusion in a subsequent contract.

The Bend La Pine School District and the Bend Education Association have agreed to maintain this Memorandum beyond the original two contract cycle and extend it through the 2021-22 and 2022-23 school years.

ARTICLE 7

LEAVES

B. ~~_____~~ *SICK LEAVE

Sick leave may be used for the Certified Employee member's illness/injury and illness/injury of the Certified Employee member's immediate family. *In addition, the District will allow up to two (2) days of sick leave to be used for medical and/or dental appointments not related to illness or injury with a medical provider.* Sick leave may be used in increments of four (4) hours.

~~9. _____ Employees found to have abused/misused leave, may be disciplined and any grievance will end at the Board level and does not proceed to arbitration.~~

C. ~~_____~~ *FMLA/OFLA

3 ~~Medical Leave: If an employee elects to take FMLA or OFLA leave for his or her own qualifying health condition or to care for a family Certified Employee member with a qualifying health condition, the employee shall be required to use paid sick leave for the first thirty (30) work days of the leave (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave). Upon the passage of thirty workdays, or upon exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use up to 15 days of sub-deduct as provided in Section I. before going on unpaid leave.~~

4 ~~Parental Leave: The District shall adhere to the legal guidelines for parental leave as described in ORS 659.360. A Certified Employee member, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement of adopted children under eighteen (18) years of age in the home reduced by any leave used by the other parent. The Certified Employee member may choose to use earned sick leave or the Certified Employee member may choose to be on an unpaid leave or a combination of paid and unpaid time. If an employee elects to take FMLA or OFLA leave to care for a newly born, adopted, or foster-placed child, or qualifying disabled older child, the employee may select one of the two options set out below:~~

b. Sick Leave: If the employee elects to use paid sick leave for the first thirty (30) workdays (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave), upon the passage of thirty (30) days or the exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use up to 15 days of sub deduct as provided in Section I before going on unpaid leave.

b. Non-Sick Leave: If the employee elects to not use sick leave, he or she may either use sub deduct as provided in Section I or be unpaid for the first fifteen (15) workdays. Upon passage of the first fifteen workdays, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall go on unpaid leave.

Additional time may be mutually agreed upon between the Certified Employee member and the District and will be without pay.

E. *COURT DUTY LEAVE

Absence from assigned work for court duty may be permitted under the following conditions:

1. If an employee must appear in court on his/her own case, the pay of a substitute shall be deducted from the individual's salary. However, No deduction shall be made from the salary of an employee for required appearances in court or before any governmental body when such appearance is required by the District.

G. *PERSONAL LEAVE

5. As an incentive to minimize usage of personal leave, the District will reimburse teachers for unused personal leave of one (1), one and one half (1 1/2), or two (2) days at the rate of 75% of the statewide daily substitute teacher pay per day. Such reimbursement shall be in the form of a voucher provided by August 30th to be used in the following school year. The voucher may be used in one of the following three ways:

a. Applied towards the out-of-pocket portion of the insurance benefits package.

b. For tuition reimbursement in addition to the benefit provided in Article 6 of this Agreement and in conformance with those provisions.

c. For payment toward the cost of short term disability insurance premium.

Certified Employee members will be allowed to bank up to one day of unused personal leave for future use, but no more than three (3) days of personal leave (two current year personal leave and one banked personal leave) will be available in any given year.

I. UNPAID LEAVES OF ABSENCE

1. Annual Leave

The Superintendent shall make available leaves of absence, without pay, in a number consistent with the Superintendent's ability to provide qualified staffing as determined by the Superintendent or his/her designee. The term of such leave shall be one (1) year; it may be extended upon approval of the Superintendent or designee. However, two (2) year leaves may be granted for international/out-of-country teaching opportunities. Such leaves shall be granted based on an approved leave plan, which may include other employment. Leaves will not be granted for the purpose of pursuing a teaching career in another district, public or private, or in institutions of higher education. However, leaves may be granted to participate in an approved Certified Employee member exchange program and/or teaching out of the country. To be eligible, recipients must have been with the District for five (5) consecutive years. All applications must be filed with the superintendent on or before April 15. Any need on the part of the annual leave recipient to supplement his or her income with supplemental employment shall not be the basis for voiding or denying annual leave. Upon returning from an approved leave, the Certified Employee member shall be entitled to the position or position title held prior to leave. The Certified Employee member shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that Certified Employee member had not interrupted service with the District. The Certified Employee member shall not accumulate additional sick leave while on leave of absence. Any professional experience gained during the term of leave shall be evaluated for salary credit upon return. Failure to return from leave at the end of the specified time may result in forfeiture of employment rights.

2. Other Salary Deduction Leaves of Absence

a. The District shall grant short-term leaves of absence at substitute salary deduction, not to exceed fifteen (15) workdays in a school year, for circumstances beyond the control of the teacher. Examples are:

1. Beyond the period of bereavement leave including for others not in the immediate family.

2. Beyond the period of accumulated sick leave. This provision will be extended up to an additional thirty (30) workdays for the catastrophic illness or injury to the employee.

3. For the illness or injury of a teacher's immediate family Certified Employee member(s).

4. For personal reasons satisfactory to the District.

5. For birth/adoption of a teacher's immediate family Certified Employee member.

6. For emergency medical/dental appointments.

a. At the discretion of the District, unpaid leaves of absence at full salary deduction may be granted. Examples are:

1. Beyond the period of accumulated sick leave.

2. For personal reasons satisfactory to the District.

3. For the purpose of service as an officer of the OEA/NEA. Assuming a qualified replacement is available, an unpaid leave of absence of one (1) or two (2) years shall be granted for up to two (2) Certified Employee members upon application.

4. For attendance at non-school related conferences, meetings, retreats, trips or weddings.

FOR THE ASSOCIATION

FOR THE DISTRICT

Date

Date

Memorandum of Agreement #4 5

Professional Advancement and Support System (PASS)

Intent is to hold harmless current PASS participants as they transition onto the traditional salary schedule.

Provide ample opportunity for current PASS participants to advance to highest attainable salary for work currently in process before transition to traditional salary schedule

- New employees hired into district will be placed on traditional salary schedule for the 2019-2020 school year and beyond.
- PASS will be adjusted commensurate to any cost of living increase to the traditional salary schedule.
- Early Career Educator currently at step 1-4 will receive step advancement on the PASS salary schedule effective for the 2019-2020 school year. These educators will then be given the option to opt out of PASS and placed onto the traditional salary schedule with no loss of salary.
- Early Career Educators currently at step 5 will be given the option to opt out of PASS at the end of the 2018-2019 school year and will be placed onto the traditional salary schedule with no loss of current salary. Those educators who pass level review will move to Professional Level One and will receive that salary before being moved to the traditional salary scale with no loss of salary.
- Current Early Career Educators choosing to remain on PASS for purposes of level review will be given the option to continue on PASS until January 1, 2024. Once Professional Tier 1, Step 1 salary is attained, the Professional Educator will be placed onto the traditional salary schedule with no loss of salary. If the Early Career Educator does not successfully complete the level review process during this time frame, they will be placed on the traditional salary schedule with no loss of salary.
- Before being placed on the traditional salary schedule, Early Career Educators who have successfully completed level review, hold an approved endorsement, and complete the appropriate form, will advance an additional step on the PASS salary schedule before being placed on the traditional salary schedule with no loss of salary.
- Current Professional Level Educators will receive step advancement on the PASS salary schedule effective for the 2019-2020 school year. Any Professional Level Educators who hold an approved endorsement and have completed the appropriate form will advance two steps on the PASS salary schedule. These educators will be then be placed onto the traditional salary schedule with no loss of salary.
- Bend-La Pine Schools will continue requiring all employees who are in their first or second year of the profession to participate in the district's mentoring/induction program. This will be administered within the parameters of the Collective Bargaining Agreement between BEA and the Bend- La Pine School district.
- Over the 2019-20 school year, the district will continue to refine and review the Advanced Professional Development Program, in collaboration with BEA and teachers who have participated in PASS.

No loss of salary means: Educators will be frozen on the PASS salary schedule at his/her current salary. The educator will remain frozen until the traditional salary surpasses where the educator is frozen. Traditional salary placement procedures will be followed when placing all employees on the traditional salary schedule.

Educators on PASS need to notify the district by June 30th of each year if they want to continue on the PASS salary or move to the traditional salary.

Sarah Barclay, BEA President

Date

Steve Cook, Superintendent BLS

Date