

2023-27 COLLECTIVE BARGAINING AGREEMENT

UPDATED JUNE 2025



**Bend Education
Association**



**B E N D
LA PINE
SCHOOLS**

Between the
Bend-La Pine
Schools District
and the
Bend Education
Association (BEA)

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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**

- 1.1. The Board recognizes the Association as the sole and exclusive representative for all full or part-time (one-half time or more) Certified Employees of the District (excluding all supervisory, confidential, substitute and part-time Certified Employees working less than one-half time, tutors, educational assistants and non-licensed employees).

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

Temporary Certified Employees 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 of the bargaining unit when it is known that their employment will exceed sixty (60) consecutive days during a school year.

- 1.2. Two original copies of this 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.
- 1.3. The term of this Agreement shall be for four (4) years, from July 1, 2023, through June 30, 2027, 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 two language items each for the District and the Association.
- 1.4. 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 participating in the violation of this paragraph may be disciplined. There will be no lockout of Certified Employees of the bargaining unit by the District.

ARTICLE 2 **ASSOCIATION RIGHTS**

- 2.1. After reporting to the site's main office, the Association representative(s) shall have the right to transact official Association business on school district property at all reasonable times, including the right to meet with Certified Employees during regular work hours at the Certified Employee's worksite to address grievances, complaints, and matters related to employment relations, provided that it does not interfere with or interrupt classes or other district operations.
- 2.2. All district facilities and property shall be made available for Association use for matters dealing with the Bend-La Pine Schools Certified Employees.

In addition to any Association time provided during staff meetings, the Association shall also have the right to conduct building/worksites meetings before and after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with District operations. The Association shall have the right to conduct meetings without undue interference, as that may be interpreted under Oregon law, including time before and after student contact time provided that doesn't interfere with District operations. The building representative and the building administrator shall coordinate on when Association meetings will be held.

The District shall ordinarily not charge a fee to the Association for use of District facilities and property for meetings, however it may make a reasonable charge when special service is required beyond normal operations. The Association shall use the District's facilities use request system and process, and shall pay for the cost of all materials and supplies associated with the uses described above.

2.3. Communications Systems

2.3.1 Bulletin Boards

The District shall make at least one bulletin board in each building available to the Association. The Association shall have the right to post notices of activities and matters of concern to the Association on these designated bulletin boards.

2.3.2. Mail Service

The Association shall have the right to use District mail service and Certified Employees' mailboxes for matters related to collective bargaining, contract maintenance, employment relations disputes, and Association business.

2.3.3. Email Systems

The Association shall have the right to use District email systems for matters related to collective bargaining, contract maintenance, employment relations disputes, and Association business.

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 Collective Bargaining Agreement.

The Association and Certified Employees understand that use of the District's email system may be monitored at any time and for any reason. If a Certified Employee's email is to be accessed and reviewed by the District, the Certified Employee and Association will be informed before the email account is accessed unless to do so would interfere with a District or law enforcement investigation. The District reserves the right to limit or exclude access to the email system by the Association or its Certified Employees for any use that the District deems inappropriate.

2.4. 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 Employment Relations Board (hereinafter "ERB").

2.5. Superintendent Hiring Committee

The Association shall have at least two (2) fully participating Certified Employees on any committee of thirteen (13) or more Certified Employees whose purpose it is to interview for a new Superintendent for the District. If said committee has fewer than thirteen (13) Certified Employees, the Association shall have at least one (1) fully participating Certified Employee on the committee. Certified Employees described in this subsection shall be selected by the Association, after conferring with the District.

- 2.6. The District shall grant Association-designated representatives up to four (4) hours per month per designated representative of paid leave to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority provided there is no interruption of normal school operations and/or performance of the designated representative's essential job functions, and provided notification has been given to the building administrator. If five (5) days' prior notice is not possible, approval must be obtained from the building administrator.

The Association will provide the District with a list of designated representatives by the start of school each year, and will notify the District within ten (10) working days of any subsequent changes to the list.

Duties of Association-designated representatives include but not limited to: investigating and processing grievances; investigating and processing workplace complaints; attending District investigation and disciplinary meetings; preparing for and participating in administrative hearings, arbitration proceedings, and ERB hearings; participating in Labor/Management meetings; participating in new member orientations; complying with an Association business-related subpoena; attending union trainings; conducting interviews of Certified Employees on Association-related matters; and performing other duties as may be agreed upon by the Association and District.

- 2.7. If a collective bargaining session is scheduled during work hours, Certified Employees representing BEA on the bargaining team shall be released from regular duties without loss of salary if such meeting is scheduled during school hours.

2.8. Association Officer Leave and Release Time

At the request of the Association, the District agrees to provide the BEA President and Vice-President a fully paid leave of absence. A Certified Employee on Association Officer Leave shall have the right to terminate their leave at the end of each semester for any reason.

The Bend Education Association will reimburse the District on a monthly basis for all salary and related payroll and benefit costs related to Association Officer Leave and release time of the BEA President and Vice-President.

The Bend Education Association and the Oregon Education Association agree to hold harmless and to fully and completely indemnify Bend-La Pine Schools 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 Vice-President and to accept reimbursement for 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 District's contributions to PERS for the BEA President and Vice-President, the District shall return/repay the Association the amount of such reimbursements. It is not the intent of the parties by this clause to hold harmless and indemnify the BEA President and Vice-President against any loss of benefits or delay in an anticipated date of retirement if PERS refuses to accept District payments to PERS on behalf of the BEA President and Vice-President.

When either the BEA President or Vice-President returns from leave, they will meet with the Human Resources Director to discuss placement options. After discussion, the President or Vice-President will submit three (3) options, including locations and assignments, for consideration. Final placement will be determined by the Superintendent or their designee.

- 2.9. The Association will be notified of any proposed changes in District policies including, but not limited to, Administrative Regulations, Administrative Policies, and Board policies.

2.10. **New Hire Orientations**

For newly hired Certified Employees onboarding at the start of the work year, the Association shall have the right to be placed on the inservice agenda in order to meet with them. Association representatives and the new hires shall be allowed to attend this inservice event without incurring a loss of pay or benefits. The Association may determine the length of time necessary, up to ninety (90) minutes.

For newly hired Certified Employees onboarding after the New Hire Orientation, the Association shall have the right to meet with the employee for a sixty (60) minute orientation within ten (10) working days after the employee's first day of work. The orientation shall take place at the District's central office unless an alternative site is mutually agreed upon by the Association and District. Association representatives and the new hires shall be allowed to attend this inservice event without incurring a loss of pay or benefits.

2.11. **School Board Meetings**

The Association shall have the opportunity to suggest items for the agenda of School Board meetings.

- 2.12. The District shall provide Certified Employees access to a digital format staff directory so long as the Human Resources Information System (HRIS) permits. If the District prints a staff directory, Certified Employees may receive a copy upon request.

- 2.13. Upon request of the Association President, the District will grant up to thirty (30) 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; no more than twenty-five (25) may be taken on the same date. The President will submit the names of Certified Employees attending conferences at least ten (10) working days in advance. The Association will reimburse the District for the cost of the substitute.

2.14. **Access To Employee Information**

The District shall provide to the Association, in an editable digital file format agreed to by the Association, the best known contact information for each employee, including name, phone numbers, work and personal email addresses, and home mailing address.

The District shall also provide to the Association, in an editable digital file format agreed to by the Association, the following employment information for each employee: name, employee number, date of hire, job title, salary, and work site. The District shall provide additional employment information in alignment with past practice. If the District determines it is unable to provide this information, the parties agree to meet to determine how this information will be provided to the Association.

Information for new employees must be provided within ten (10) calendar days of the date of hire, and information for current employees must be provided no less than once every one hundred and twenty (120) days.

2.15. **Staff Meetings**

Certified Employees may suggest items for the agenda of staff meetings in their buildings. Suggestions for agenda items may be communicated either through a BEA-designated representative or directly in writing to the administrator responsible for the agenda.

At the request of the Association Building Representative(s), a regularly scheduled meeting between administration and the Building Representative will be scheduled for the discussion of building business including, but not limited to, site climate and contract administration.

ARTICLE 3 **DISTRICT RIGHTS**

- 3.1. 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.
- 3.2. Without limiting the generality of the foregoing (Section 3.1.), 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.

ARTICLE 4 **GRIEVANCE PROCEDURES**

4.1. **Definitions**

- 4.1.1. "Grievance" shall be defined as a claim by the Association, a Certified Employee, or a group of Certified Employees, of one or both of the following:
 - 4.1.1.1. "Contract Grievance" - a violation or inequitable application of any provisions of the contract.
 - 4.1.1.2. "Policy Grievance" - inequitable treatment by reason of any act or condition which is contrary to established School Board policy or practice governing or affecting employees.
- 4.1.2. "Class Grievance" – shall be defined as a contract or policy grievance the Association may file on behalf of a class of employees, where all Certified Employees 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.

- 4.1.3. "Grievant" shall be defined as 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.
- 4.1.4. "Party in Interest" shall be defined as the person(s) making the complaint or the person or persons against whom the complaint is made and/or the Association and/or the District.
- 4.1.5. "Representative" shall be defined as an Association approved individual(s) who may speak for and/or advise the grievant or the Association, or a District approved individual(s) who may speak for and/or advise the District.
- 4.1.6. "Immediate Supervisor" shall be defined as the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.
- 4.1.7. "Binding Arbitration" shall be defined as a decision by an arbitrator or committee of arbitrators which requires compliance by both parties in interest.
- 4.1.8. "Days" shall be defined as Certified Employee contract days, excluding holidays. When a grievance is submitted on or after May 1, days shall be defined as calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Effective on the first certified staff contract day of each school year, the definition of days shall return to Certified Employee contract days.
- 4.1.9. "Persons Officially Involved" shall be defined as the Superintendent, the Superintendent's designee, the grievant, the grievant's representative(s), and all witnesses.
- 4.1.10. "Association " shall be defined as the - organizations representing Certified Employees identified in Article 1 of this Agreement.

4.2. General Procedures

- 4.2.1. Grievances on Board Policy will stop at Level IV. Board Policy decisions at Level IV will not be subject to binding arbitration.
- 4.2.2. 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.
- 4.2.3. 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.
- 4.2.4. 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.

- 4.2.5. All parties in interest have a right to representatives at each level of these grievance procedures.
- 4.2.6. 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.
- 4.2.7. 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.
- 4.2.8. All documents, communications, and records of a grievance and its processing will be filed in the School District office separately from the personnel files and may not be reviewed by anyone other than Human Resources staff in the absence of specific approval by the Superintendent or designee. This provision does not preclude the District from updating personnel files with revised records that are the outcome of a grievance. Except as provided above, Grievance records may not be considered in connection with decisions or recommendations regarding employment status, assignment or transfer considerations, or evaluations.

Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only District representatives, the Grievant(s), and Association representatives.

- 4.2.9. All Grievance Forms shall be prepared by the Superintendent or their designee in cooperation with the BEA President or their designee. At the request of either party, a meeting will be scheduled to review and consider revisions to the Grievance Form.
- 4.2.10. If any Association Grievance Committee member is a party in interest to any grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.
- 4.2.11. 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.
- 4.2.12. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.
- 4.2.13. Written grievances initiated by a grievant pursuant to Section 4.3.2., will either (a) contain the signature of the grievant Certified Employee or one of a group of grievant Certified Employees (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.

- 4.2.14. To be timely a request for a meeting at Level One must be made within twenty (20) 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 twenty (20) days of the first such knowledge.

4.3. **Levels of Grievance**

4.3.1. 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.

4.3.2. 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, using the approved Grievance Form, with the immediate supervisor within ten (10) days following the date of the Level One meeting. The written grievance shall contain a clear and concise statement of the grievance, including 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 this unacceptable. Within ten (10) days of receipt of the written grievance, the immediate supervisor shall communicate their 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.

4.3.3. 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.

4.3.4. 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.

4.3.5. 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 is not subject to arbitration, except as provided in the Evaluation article.

Flow Chart for Grievance Procedures

Level	Submitted to	Format	Timeline
One (Informal)	Immediate Supervisor	Verbal	Must be filed within twenty (20) days as set out in §4.2.14. Appeal to Level Two due within ten (10) days of Level One meeting.
Two (Formal)	Immediate Supervisor	Written	Decision due within ten (10) days of receipt of grievance. Appeal to Level Three due within ten (10) days of the Level Two decision.
Three (Formal)	Superintendent	Written	Contact within ten (10) days of receipt by Superintendent/ designee to schedule meeting. Meeting notice at least ten (10) days prior to meeting. Decision due within ten (10) days of meeting. Appeal to Level Four due within ten (10) days of Level Three decision.
Four (Formal)	School Board	Written	Contact within ten (10) days of receipt by Board to schedule meeting. Meeting notice at least ten (10) days prior to meeting. Decision due within ten (10) days of meeting. Appeal to Level Five due within ten (10) days of Level Four decision.
Five (Formal)	Arbitrator	Written	Within ten (10) days of Level Four decision, Association requests list from ERB. Arbitration arranged by Association, at a mutually agreeable time and place. Decision final and binding.

ARTICLE 5
COMPLAINT PROCEDURES

- 5.1. "Complaint" shall be defined as negative information about a Certified Employee received from a third party, excluding administrator(s) in that Certified Employee's site, program, or department.
- 5.2. The District and Association may agree to offer an informal, voluntary problem-solving and/or mediation process to resolve complaints on a case-by-case basis. If offered, and either the complainant or Certified Employee declines the alternative process, then the provisions set out below shall apply.
- 5.3. A conference with the Certified Employee will be held under any of the following circumstances:
 - 5.3.1. If the administration is of the opinion that the complaint will likely result in the need to make a record of the complaint in the evaluation;
 - 5.3.2. If the administration is of the opinion that the complaint will likely result in the need to place a record of the complaint in the Certified Employee's personnel file or take any disciplinary action;
 - 5.3.3. 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
 - 5.3.4. If the Certified Employee learns of a complaint and requests such a conference.
- 5.4. If a conference is required, it shall be held with the Certified Employee within twenty (20) working days after the complaint was made to the administrator in writing, or was reduced to writing by the administrator as described below, unless:
 - 5.4.1. Either the Certified Employee or supervisor is absent, in which case the timeline shall be extended by the period of the absence; or
 - 5.4.2. A criminal or child abuse investigation is under way, in which case the District shall not proceed with a Certified Employee conference until authorized by legal authorities.
- 5.5. At the beginning of the conference, the specifics of the complaint shall be explained to the Certified Employee and written documentation of the complaint shall be provided as outlined below. The administrator will provide the Certified Employee 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 complaint is submitted in writing, the administrator shall provide a copy of the complaint to the Certified Employee; if the complaint is not submitted in writing, the administrator shall reduce it to writing, including the name of the complainant, date, and method by which the complaint was conveyed (including the use of an interpreter), and provide that to the Certified Employee. 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 to identify the complainant before providing the written complaint to the Certified Employee.
- 5.6. If the administrator is of the opinion that they may need to use the complaint in any of the ways set out in 5.3.1. or 5.3.2. (refer to it in an evaluation report, take disciplinary action based on it, or maintain record of it in the Certified Employee's personnel file), they shall investigate and address the complaint using a fact-finding and/or objective problem-solving investigation process to substantiate the claim. However, adopting an objective problem-solving investigation process shall not prevent the administration from taking disciplinary action after completing an investigation and the procedures set forth in this Article. Anonymous complaints will not form the basis of a record in the Certified Employee evaluation or

disciplinary action against the Certified Employee unless there is independent evidence or corroboration to sustain the complaint.

- 5.7. 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.
- 5.8. In accordance with Oregon law and Weingarten Rights, if the Certified 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

For the purpose of tuition and professional development reimbursement, 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.

6.1. Tuition Reimbursement

The Board and the Association support the principle of continuing training for Certified Employees 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.

6.1.1. Tuition shall be reimbursed for coursework related to:

- Any TSPC endorsement area(s),
- Current assignment, or
- Administrative Licensure Program

To be eligible for reimbursement, coursework must be in the upper division or graduate level. However, lower division coursework may be approved for reimbursement to meet District 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 the Certified Employee's initial license.

6.1.2. Application for tuition reimbursement must be submitted to the Superintendent or their designee no fewer than twenty (20) workdays prior to the enrollment deadline for the course. If the Certified Employee does not receive a decision from the Superintendent or their designee before the deadline to enroll, the employee's request shall be considered approved.

6.1.3. Tuition for courses approved under Sections 6.1.1. above that are undertaken as part of a district-approved program, and subsequently a program that meets the criteria developed by the Committee under Section 6.3.2. below, for obtaining an endorsement, a certification, a CTE license, or a degree shall be reimbursed at seventy-five percent (75%) of the actual cost. Reimbursement shall not exceed a maximum of seventy-five percent (75%) of the cost of the tuition for twenty (20) quarter units in one year or not more than seventy-five percent (75%) of the cost of the tuition for forty (40) quarter units in a four-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.

- 6.1.4. Any Certified Employees 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 leaves the District after the completion of their contract. If such is taken or completed after the end of the first college term and they resign 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 their 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.

- 6.1.5. Tuition reimbursement may be approved only when the earning of credit is not solely based on attendance.
- 6.1.6. For credit to be effective for advancement on the salary schedule, any course work must be completed by October 1 or April 1, and record of credit must be submitted by November 1 or May 1, of the same calendar year. Adjustment to pay shall be retroactive to the beginning of the contract year for submissions made by November 1, and to March 1 for submissions made between November 1 and May 1, 2024, and shall be processed by payroll.
- 6.1.7. 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.

6.2. Professional Development

6.2.1. Payment/Reimbursement for Professional Development

- 6.2.1.1. Registration, travel, and accommodation costs for training required by the District will be paid/reimbursed in full per District policy.
- 6.2.1.2. The District will reimburse seventy-five percent (75%) of cost for training required for Certified Employees' continued state certification.
- 6.2.1.3. The District will reimburse seventy-five percent (75%) of fees associated with National Board organizations' initial certifications or renewals upon confirmation of successful completion by the Certified Employee.

6.2.2. Building Professional Development Planning

- 6.2.2.1. Each school will establish a building professional development planning process led by a team composed of Certified Employees selected by the building principal and the building principal or their designee.

- 6.2.2.2. 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.
- 6.2.2.3. 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.
- 6.2.2.4. The team in each building shall implement a means of determining the building level professional development needs of the Certified Employees.

6.3. Tuition & Professional Development Reimbursement Criteria Committee

- 6.3.1. In the interest of providing effective professional development for Certified Employees, the District and Association agree to form a committee of an equal number of representatives to annually review goals and outcomes of district-provided professional development. The Association shall select and approve its representatives to the committee.
- 6.3.2. This committee is tasked with finding consensus on eligibility criteria for tuition and professional development reimbursements described in this article.
- 6.3.3. Prior to implementation of any recommendations of the committee, the recommendations must first be approved by the BEA Executive Board and the Bend-La Pine Superintendent or their designees.

ARTICLE 7 **LEAVES**

7.1. Definitions

- 7.1.1. For the purposes of this article, “immediate family member” shall be defined the same as “family member” as set out in Oregon Administrative Regulation 839-009-0210, as may be amended from time to time by the Bureau of Labor and Industries. At the time of drafting this agreement, immediate family member includes:
 - A spouse or domestic partner;
 - A child or the child's spouse or domestic partner;
 - A parent or the parent's spouse or domestic partner;
 - A sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner;
 - A grandparent or the grandparent's spouse or domestic partner;
 - A grandchild or the grandchild's spouse or domestic partner;
 - Any individual related by affinity with whom there is a significant personal bond that, under the totality of circumstances, is like a family relationship.
- 7.1.2. For purposes of this Article, “sub-deduct” means the daily rate of the Certified Employee minus the daily rate of a substitute. Under the terms of sub-deduct, the Certified Employee receives the balance of their daily rate after deduction of the daily rate of the substitute.

7.2. Sick Leave

As used in this Article, sick leave refers to paid sick leave granted by ORS 332.507 or the parties' collective bargaining agreement, and “protected sick time” refers to sick leave protected under the

Oregon state Sick Time Law, ORS 653.601(6), et seq. Protected sick time and sick leave shall run concurrently; protected sick time under the Oregon Sick Time Law is limited to the first forty (40) hours of sick leave taken by a Certified Employee each calendar year, or a corresponding prorated amount of time where employment has begun after the beginning of the school year. Sick leave falling under the provisions of protected sick time may be used for all purposes set out in ORS 653.616.

Sick leave may be used for the Certified Employee's illness/injury and illness/injury of the Certified Employee's immediate family. Sick leave shall 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 fifteen (15) minutes. Certified Employees scheduled for less than eight (8) hours in a particular workday will not have sick leave deducted more than the number of work hours scheduled.

- 7.2.1. Concurrent with protected sick time, 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 may be applied (on an eight (8) hour basis) to increase retirement benefits under the Public Employee Retirement System, ORS 237.153, as administered by the Public Employee Retirement System Board.
- 7.2.2. At the option of the District in cases of prolonged illness or suspected abuse, unless otherwise prohibited by protected sick time provisions, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate of the Certified Employee's attending physician that the illness or injury prevents the Certified Employee from working.
- 7.2.3. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit a Certified Employee 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 has completed thirty (30) working days in this District.
- 7.2.4. For purposes of determining retirement benefits, the District shall permit a Certified Employee to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
- 7.2.5. If, at the beginning of a school year, a Certified Employee previously employed for at least one (1) school year, is ill and unable to resume their teaching duties and such Certified Employee had unused accumulated sick leave days at the end of the prior school year, that Certified Employee will be allowed to use such previously accumulated sick leave days while that Certified Employee remains ill and unable to work.
- 7.2.6. In the event of terminal illness and/or severe injury attested to in writing by a licensed physician that the Certified Employee will not be returning to their assignment for an extended period or by the end of the school year, another Certified Employee may be given a contract to assume the duties of the classroom Certified Employee until the ill or injured Certified Employee returns or until the end of the school year; whichever occurs first.
- 7.2.7. If a Certified Employee uses their 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.
- 7.2.8. All Certified Employees shall have online access to their use and accumulation of sick leave from the previous year by the first day of school.

- 7.2.9. Employees found to have abused/misused leave may be disciplined and any grievance will end at the Board level and may not proceed to arbitration.

7.3. FMLA/OFLA

A Certified Employee 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 7.10. without triggering the application of FMLA or OFLA. In such an event, the employee shall receive their insurance benefits for the remainder of the month, and then begin self-paying insurance benefits thereafter.

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

- 7.3.1. Medical Leave: If an employee elects to take FMLA or OFLA leave for their own qualifying health condition or to care for a family member with a qualifying health condition, the employee shall be required to use paid sick leave for the first thirty (30) workdays 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 their remaining sick leave, and upon exhaustion of sick leave, may use up to fifteen (15) days of sub-deduct as provided in Section 7.1.2. before going on unpaid leave.
- 7.3.2. Parental Leave: The District shall adhere to the legal guidelines for parental leave as described in ORS 659.360. A Certified Employee, 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 may choose to use earned sick leave or the Certified Employee may choose to utilize unpaid leave or a combination of paid and unpaid leave. 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:
- 7.3.2.1. 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 fifteen (15) days of sub-deduct as provided in Section 7.1.2. before going on unpaid leave.
- 7.3.2.2. Non-Sick Leave: If the employee elects to not use sick leave, they may either use sub-deduct as provided in Section 7.1.2. 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 and the District and will be without pay.

7.4. Oregon Paid Family & Medical Leave Insurance (Paid Leave Oregon)

- 7.4.1. 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.
- 7.4.2. A Certified Employee who receives a benefit under Paid Family & Medical Leave Insurance may elect to use accrued sick leave and personal leave to mitigate the difference between their benefits and their normal salary. Upon receiving written notice, the District shall deduct and apply the number of accrued sick and/or personal leave hours equal to one-third of a scheduled day for each day of PLO leave.
- 7.4.3. 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.
- 7.4.4. 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.

7.5. Bereavement Leave

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

For eligible employees that elect to use sick leave or protected sick time for the purpose of bereavement leave under Oregon law, contractual bereavement leave and any statutory right to access paid sick leave for bereavement shall run concurrently.

7.6. Court Duty Leave

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

- 7.6.1. 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.

- 7.6.2. If an employee is called for jury duty or is subpoenaed as a witness in a case in which they are not personally involved, any fee received from the duty shall be submitted to the business office.

7.7. Professional Leave

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

- 7.7.1. Keeping such compensation and having a full salary deduction or;
- 7.7.2. Surrendering such compensation and retaining their regular pay from the District.

7.8. Personal Leave

- 7.8.1. The District recognizes that a Certified Employee 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 works less than ninety-five (95) workdays (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 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 eight (8) hours in a particular workday will not have personal leave deducted more than the number of work hours scheduled.
- 7.8.2. No more than five percent (5%) of the bargaining unit Certified Employees in a school or two (2) bargaining unit Certified Employees, whichever is greater, may take personal leave on a given day. The Superintendent or their designee may make exceptions due to unusual or highly extenuating circumstances. Exceptions made by the Superintendent, or their designee will not be revoked.
- 7.8.3. 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 may make exceptions due to unusual or highly extenuating circumstances. Exceptions made by the Superintendent, or their designee will not be revoked.
- 7.8.4. The District will not rescind personal leave once approved by the Human Resources Department or Superintendent/designee.
- 7.8.5. The District will allow the following options for the use of personal leave:
 - 7.8.5.1. Certified Employees will be allowed to bank up to two days of unused personal leave for future use, but no more than four (4) days of personal leave (two current year personal leave and two banked personal leave) will be available in any given year.
 - 7.8.5.2. Reimburse Certified Employees for unused personal leave up to two (2) days at the daily sub rate of pay. The District shall provide the Certified Employee payment within thirty (30) days of the last workday of the contract year.

7.9. 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.

7.9.1. Catastrophic Leave Bank Committee

- 7.9.1.1. The Committee shall be composed of three (3) Bend Education Association Certified Employees and three (3) District-selected employees.
- 7.9.1.2. The Committee shall award or deny a bargaining unit Certified Employee's request for leave from the Bank.

7.9.2. Donation to the Bank

- 7.9.2.1. Bargaining unit Certified Employees 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 eight hundred (800) hours.
- 7.9.2.2. 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 their sick leave and personal leave.
- 7.9.2.3. 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.
- 7.9.2.4. 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.
 - 7.9.2.4.1. The Bend Education Association President will forward the Personal Leave Donation form to the Certified Employees of the Bend Education Association, and Certified Employees will have the option to donate earned/unused personal days towards the Bank.

7.9.3. Qualifications to apply for Catastrophic Medical Leave

- 7.9.3.1. Employee has provided proof of a personal or immediate family medical emergency of catastrophic nature from a medical provider; and
- 7.9.3.2. Employee has exhausted all available types of paid leave: sick leave and personal leave; and
- 7.9.3.3. 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

- 7.9.3.4. Employee is not receiving Workers' Compensation benefits for the reported illness or injury.

7.9.4. Application for Catastrophic Medical Leave

- 7.9.4.1. Employee initiates contact with a District Benefits Specialist in Human Resources regarding reason(s) for leave and paid leave available.
- 7.9.4.2. If the Certified Employee believes they qualify, they shall complete and return the Catastrophic Medical Leave Application, which is available from Human Resources.
- 7.9.4.3. Application will be reviewed by the Catastrophic Medical Leave Bank Committee.
- 7.9.4.4. Employee will receive written notification within ten (10) working days of receipt of application of the committee's decision.
- 7.9.4.5. 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.

7.10. Unpaid Leaves of Absence

7.10.1. Annual Leave

- 7.10.1.1. The Superintendent shall make available leaves of absence of up to one full year, without pay, in a number consistent with the Superintendent's ability to provide qualified staffing as determined by the Superintendent or their designee. The term of such leave 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.
- 7.10.1.2. To be eligible, recipients must have been with the District for five (5) consecutive years, and may renew eligibility on a rolling five (5) year basis. All applications must be filed with the Superintendent or their designee on or before April 15. Any need on the part of the annual leave recipient to supplement their income with supplemental employment shall not be the basis for voiding or denying annual leave.
- 7.10.1.3. 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.

7.10.1.4. Certified Employees shall also be eligible for unpaid leave of absence for the balance of the school year following an approved FMLA, OFLA, or Paid Leave Oregon-based 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.

7.10.2. 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:

7.10.2.1. Beyond the period of accumulated sick leave.

7.10.2.2. For personal reasons satisfactory to the District.

7.10.2.3. 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 Employees upon application.

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

7.11. Insurance Program

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

7.12. 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.

7.13. Extension and Renewals

All extensions or renewals of leaves shall be applied for by the Certified Employee and granted or rejected in writing by the Superintendent or their 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:

8.1. By the initial hiring process.

- 8.2. 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:
- 8.2.1. Certified Employee 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
 - 8.2.2. the Certified Employee agrees to permanently reduce to part-time status.
- If neither 8.2.1. nor 8.2.2. applies, then Article 10, Reduction in Force and Recall, shall be applied.

ARTICLE 9

ASSIGNMENTS AND TRANSFERS

- 9.1. In acting on applications for voluntary transfer to an available posted position, the District shall apply the following criteria:
- 9.1.1. Individual qualifications including, but not limited to, certification.
 - 9.1.2. Instructional requirements for the grades, subjects, buildings and assignments in the Certified Employee's current position and the position for which the Certified Employee has applied.
 - 9.1.3. Staff continuity for evaluation purposes and staff availability and experience mix for the Certified Employee's current position and the position for which the Certified Employee has applied.
 - 9.1.4. 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.
- 9.2. Positions that are open in the District will be posted on-line at the District's website, with the link regularly shared with staff. Prior to filling, the District shall conspicuously communicate the creation of all new district positions to staff, including title, job description, minimum requirements, and salary range. When the District conducts a Pool Recruitment, it will maintain a regularly updated list of vacant positions for which the applicants are eligible. Certified positions that are vacant and posted will include the anticipated site assignment, as practicable.

Any Certified Employee desiring a transfer to a posted position shall submit a completed request through the district's employee management system. Certified Employees may request a meeting with the appropriate district leader to share the reasons why they are requesting a transfer. Applicants will submit their Bend-La Pine Schools work history, professional references, and any additional employment information the Certified Employee would like the district to take into consideration.

A Certified Employee who has been involuntarily transferred during the previous twenty-seven (27) months may choose to include a written explanation of the involuntary transfer circumstances as part of their transfer request.

Applicants with contract status for the upcoming school year who meet minimum requirements will be offered an initial interview for any vacant position so long as the request is received within the posted timeline. Probationary employees may apply but are not guaranteed an interview.

- 9.3. If requested by the Certified Employee, the Superintendent or their designee shall provide a written statement of the reasons for the denial of a transfer.

- 9.4. Certified Employees 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 assignment is changed, the Certified Employee will be notified of the revised assignment as soon as the decision has been made.
- 9.5. Certified Employees will be notified in writing as soon as practically possible of any involuntary change in assignment or transfer. Certified Employees 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 who are involuntarily transferred or required by the district to move to a new building will be compensated by the district for an adequate amount of time as determined by the Certified Employee and Administrator at the employee's hourly per diem rate for up to sixteen (16) hours to pack, unpack, and prepare the new space. If the involuntary transfer is made after the first day of class, the Certified Employee will be provided up to an additional sixteen (16) hours of substitute release time or per diem compensation to prepare. If the space is not ready for use, the Certified Employee will notify their administrator to develop a plan.
- The District shall either provide Certified Employees required by the district to move rooms within the same building adequate time during the regular workday, or the Certified Employee will be compensated for an adequate amount of time as determined by the Certified Employee and Administrator at the employee's hourly per diem rate for up to eight (8) hours to pack, unpack, and prepare the new space.
- 9.6. Unless otherwise agreed upon, Certified Employees are not responsible for moving District-owned materials or equipment. Certified Employees shall not be asked to move furniture and other heavy work space items. Boxes and packing materials shall be provided by the District at least two weeks prior to the deadline to move. Materials and packed boxes moved by the District shall be delivered on site and the employee notified of the anticipated delivery date, as practicable.
- 9.7. Filling of vacancies in non-bargaining unit supervisory positions is the sole responsibility of the District. A Certified Employee who is selected to serve in a non-Certified bargaining unit position within the District and thereafter to a certified position shall be entitled to retain such rights as they may have accrued under this Agreement as of the time they accepted a non-bargaining unit position with the District. Return, as described above, shall not result in the displacement of a Contract-status Certified bargaining unit member; any displaced Certified Employee shall be provided a letter describing the necessity of the displacement.

ARTICLE 10

REDUCTION IN FORCE AND RECALL

- 10.1. The District shall determine when reductions in force are necessary and which programs and Certified Employees shall be affected. Provisions of this article shall apply when a bargaining unit Certified Employee is laid off for reasons non-personal to the Certified Employee 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.
- 10.2. **Criteria for Reduction in Force and Recall**

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

- Certification required for remaining positions
- Length of service with the District

- Competence
- Merit
- Cultural or linguistic expertise

10.3. Definitions of Criteria for Reduction in Force

For purposes of application of Section 10.2. above, the following definitions will apply:

- 10.3.1. 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 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 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.

10.3.2. Competence

- 10.3.2.1. 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 10.3.3., 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 10.3.3.) within the last five (5) years.

- 10.3.2.2. The District shall consider a Certified Employee to have (a) successful evaluation(s) if they have 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).

- 10.3.2.3. The District may consider a Certified Employee's willingness to undergo additional training or pursue additional education in deciding competence.

- 10.3.2.4. Certified Employees 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.

10.3.3. 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)

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

10.3.5. The District shall retain a qualified Certified Employee with cultural or linguistic expertise who has a less seniority if the release of the less senior Certified Employee would result in a lesser proportion of Certified Employees with cultural or linguistic expertise compared to Certified Employees without cultural or linguistic expertise. Cultural or linguistic expertise are defined as the expertise of one Certified Employee, as measured against the expertise of another Certified Employee, based on consideration of any of the following factors, as defined by ORS 342.934:

10.3.5.1. A Certified Employee's linguistic ability in relation to an in-district language, as determined by a school district using an objective method of verification upon consultation between the District and Association or attestation of fluency for all in-district languages;

10.3.5.2. A Certified Employee's completion of a teacher pathway program that is implemented by an Oregon Teacher Pathway Partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; or

10.3.5.3. A Certified Employee's current work assignment that requires the Certified Employee to work at least fifty percent (50%) of the Certified Employee's work assignment time in a program or programs, at a school, or in multiple schools where at least twenty-five percent (25%) of the student population consists of students from a historically underserved background.

10.4. Application of Criteria for Reduction in Force

10.4.1. The District shall make every reasonable effort to transfer permanent Certified Employees 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.

10.4.2. After application of Section 10.4.1. 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, merit, and cultural or linguistic expertise. If the District decided to retain a Certified Employee with less service than a Certified Employee being laid off, the District shall determine that the Certified Employee being retained has more competency or merit than the Certified Employee 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.

10.4.3. An administrator shall retain status and length of service as a permanent Certified Employee 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

in the District shall not be eligible to become a non-administrative Certified Employee in the District if the effect is to displace a non-administrative permanent Certified Employee.

10.5. Notice

The Superintendent will notify the Association and Certified Employee(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 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

10.6. Recall

10.6.1. Certified Employees 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.

10.6.2. Recall of the Certified Employees shall be in the inverse order of layoff, assuming that the Certified Employee is qualified for the vacancy giving rise to the recall after application of the criteria in Section 10.2. above. When recalled, the Certified Employee will retain accumulated sick leave and years of experience as of the time of layoff for salary schedule placement and contract Certified Employee status. A contract Certified Employee who is recalled shall retain the contract status obtained before the layoff. A probationary Certified Employee 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 status.

10.6.3. The District will notify the Certified Employee and the Association of recall by certified letter at the last address given to the Board by the Certified Employee. The Certified Employee shall have five (5) calendar days from the receipt of the letter to notify the Board of their intent to return and must be able to return within twenty (20) calendar days of such receipt. Failure of the Certified Employee to meet the time limits above shall be considered voluntary resignation of the Certified Employee. In the event a Certified Employee cannot return within the above specified time without losing their certificate because of notice requirements of Oregon Revised Statutes (sic), the Certified Employee must give the legally required notice to their 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 shall also make a formal request to their employer for waiver of such notice requirement and, if granted, will return within seven (7) calendar days of the date such waiver is granted.

10.6.4. Full-time Certified Employees 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) refuse a full-time teaching position, the District shall have no further obligation to recall the Certified Employees to future full-time openings and the Certified Employees shall give up their full-time tenure with the District.

10.7. Certified Employees 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.

- 10.8. 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.
- 10.9. 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 as authorized by law or to dismiss a contract Certified Employee in accordance with the terms of the Fair Dismissal Law.
- 10.10. This article does not apply to those Certified Employees who have been hired (1) to temporarily replace another Certified Employee on leave, (2) to replace Certified Employees who resign during the school year, (3) to replace Certified Employees who are reassigned during the school year, or (4) to fill unanticipated enrollment needs during the school year.

ARTICLE 11

DUES AND PAYROLL DEDUCTION

- 11.1. Any Certified Employee who is a Certified Employee 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 each month for eleven (11) months, beginning in October and ending in August of each year. Deductions for Certified Employee 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.
- 11.2. 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.
- 11.3. 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 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

12.1. Available Insurance Benefits

The District shall inform all Certified Employees 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 during pre-school orientation.

12.2. Insurance Premiums

- 12.2.1. The District shall make available insurance premium payroll deductions for all Certified Employees enrolled in any of the negotiated insurance programs of the District.
- 12.2.2. The District shall provide an option of reducing out-of-pocket premiums for individuals when two Certified Employees of the same household are employed by the district, strategies that encourage Certified Employees to access the Health Savings Account plan offered by OEBC,

and strategies to make available a plan that requires no out-of-pocket premium for full-time employees.

12.3. Fringe Benefits

- 12.3.1. For insurance effective October 1, 2023, the District will contribute \$1,538.00 (= \$1488.00 + \$50.00) per month for each full-time Certified Employee unless the employee agrees to a reduced contribution toward the insurance premium. For insurance effective October 1, 2024, the District will contribute \$1,583.00 (= \$1538.00 + \$45) per month for each full-time Certified Employee unless the employee agrees to a reduced contribution toward the insurance premium.

For insurance effective October 1, 2025, the District will contribute \$1,638 (= \$1583.00 + \$55.00) per month for each full-time Certified Employee unless the employee agrees to a reduced contribution toward the insurance premium. Based on that same contingency, for insurance effective October 1, 2026, the District will contribute \$1,698 (= \$1,638.00 + \$60.00) per month for each full-time Certified Employee unless the employee agrees to a reduced contribution toward the insurance premium.

The parties agree to meet commencing Fall 2026 to review and consider the feasibility of an HRA.

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.

- 12.3.2. Insurance plans and carriers offered to Certified Employees 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:

- Medical/Pharmacy
- Dental w/Orthodontia
- Vision

- 12.3.3. 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.

- 12.3.4. 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 childcare and/or reimbursable medical expenses.

12.4. Health Savings Account

- 12.4.1. Subject to the rules and regulations of the OEGB and the Internal Revenue Service, if an eligible Certified Employee chooses an HSA qualifying OEGB High Deductible Health Plan, the District will deposit into the employee's HSA account the lesser of:

12.4.1.1. the net balance of the employee's Employer Contribution after deducting all premiums for health, dental and vision coverage (qualified premiums); or

12.4.1.2. the annual IRS maximum contribution for HSA accounts.

12.4.2. If an employee and their spouse/domestic partner are both employees of the district and each are eligible for an Employer Contribution, and one of the spouses/partners chooses a high-deductible health plan and elects to participate in the HSA Plan and the other of the spouses/partners waives medical insurance, then the District will deposit into the first spouse's/partner's HSA account the lesser of:

12.4.2.1. the net balance of the first spouse's/partner's Employer Contribution after qualified premium deductions, plus the net balance of the other spouse's/partner's Employer Contribution after qualified premium deductions; or

12.4.2.2. the annual IRS maximum contribution for HSA accounts.

The Certified Employee is responsible for establishing the HSA at the financial institution of their choice and supplying the District with the deposit information.

12.5. Insurance Opt-Out

Certified Employees who are eligible for a district insurance contribution may choose to "opt out" of all insurance coverage in accordance with the rules as set forth by the Oregon Educator Benefit Board (OEBB), which includes providing proof of other insurance. The employee's decision will be effective until the next open enrollment, unless otherwise provided by law.

Certified Employees who meet the requirements may choose to receive a monthly stipend in lieu of the contractual insurance cap and such payment shall be considered taxable income. Effective October 1, 2024, the stipend will be Two Hundred Seventy-Five dollars (\$275); effective October 1, 2025, the stipend will be Three Hundred dollars (\$300); and effective October 1, 2026, and thereafter, the stipend will be Three Hundred Twenty-Five dollars (\$325).

Should the Oregon legislature take action which would invalidate or change the District's ability to offer insurance opt out, the District and Association will meet, discuss, and bargain this issue further.

12.6. 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.

12.7. 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

13.1. Salary Schedule

The Salary Schedules for 2023-24 shall reflect an increase of six-point two percent (6.2%) over the 2022-23 Salary Schedules; the Salary Schedules for 2024-25 shall reflect an increase of four point one five percent (4.15%) over the 2023-24 Salary Schedules.

The Salary Schedules for 2025-26 shall reflect an increase of Three Point One Five percent (3.15%) over the 2024-25 Salary Schedules; the Salary Schedules for 2026-27 shall reflect an increase of Three Point Two Five percent (3.25%) over the 2025-26 Salary Schedules. If the Oregon Legislature and Governor allocate at least Eleven Point Four Billion Dollars (\$11.4B) to the State School Fund, the Salary Schedules for 2026-27 shall reflect an increase of Three Point Five percent (3.5%).

Commencing with the 2024-25 Salary Schedules, Row 0 is eliminated from each and Column J – Doctorate is added to each.

Salary schedules covered by this Agreement for the term of this contract are set forth in Appendices A, B and C. The schedules include the Standard Certified Schedule, the Associated Professional (AHP) Salary Schedule (Psychologist, Speech Language Pathologist, Occupational Therapist)¹, and the Extra Duty Stipend Schedule.

13.1.1. Employees on the Associated Health Professionals Salary Schedule are distinguished from certified employees placed on the standard Certified Salary Schedule (who are primarily responsible for delivering academic instruction in K-12 classrooms and typically hold a teaching license through TSPC) as follows:

13.1.1.1. AHP hold licensure or certification in a specialized clinical or therapeutic field (e.g., psychology, speech-language pathology, occupational therapy)

13.1.1.2. AHPs are not assigned a regular teaching load or academic class roster;

13.1.1.3. AHPs typically provide individualized or small-group services based on student needs as defined in IEPs, evaluations or student support plans.

13.1.1.4. AHPs are under the jurisdiction of TSPC, but may be permitted to meet TSPC licensure requirements by holding licensure under a state or national governing Board (e.g., Board of Examiners or Speech Language Pathology and Audiology).

13.2. Experience Credit

13.2.1 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.

¹ Establishment of AHP Salary Schedule – Tentative Agreement dated 8/19/25

- 13.2.2. Non-Traditional Certified Employees: Initial placement of Certified Employees hired for unique or non-traditional positions, including but not limited to Career Technical Education (CTE) positions, licensed therapists, and nurses, shall include experience credit on the salary schedule to employees for verified full-time work experience directly related to the licensed position for which they have been hired. Non-traditional certified employees will receive one (1) year of experience credit for each year of teaching in a state approved professional technical program related to the position for which they've been hired, and up to ten (10) years of applicable work in the field. Additionally, non-traditional Certified Employees will be placed no lower than the MA+0 column.

With supervisor's approval, non-traditional Certified Employees may submit PDUs relevant to their unique professional responsibilities and/or licensure requirements for the purpose of column advancement. Column advancement shall be calculated at the rate of one seat-hour per PDU, with twenty (20) PDUs equal to one (1) graduate level Quarter credit and thirty (30) PDUs equal to one (1) graduate level Semester credit. CTE teachers will provide verification of training to the Superintendent or their designee for processing. Deadlines for salary advancement shall be the same as other certified employees as defined in this Agreement.

- 13.2.3. 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.

13.3. Pay Periods

- 13.3.1. Certified Employees' 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.
- 13.3.2. Monthly pay will be disbursed on the last business day of the month via direct deposit, U.S. Mail sent to the current address on record, or delivery to the worksite
- 13.3.3. In the event of the termination of a Certified Employee's contract, the District will compute the amount due to the Certified Employee at a daily rate based upon the current school calendar for each day the Certified Employee has been on duty. Any balance due the Certified Employee will be paid to the Certified Employee or those designated to receive this sum.
- 13.3.4. Upon written request, the District will permit three (3) advance payments per year (September to August) of up to 60% on unpaid earnings, and will disburse said funds twenty-four hours following receipt of said request. Advance paid earnings will be deducted from the next regularly scheduled net payroll check(s) until balanced out.

13.4. Retirement Contribution

With respect to all professional compensation earned during the life of this Agreement, the District shall cease withholding from Certified Employee'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 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.

13.5. Extra Duty Schedule

Extra duty assignments and salaries are covered by Appendix B.

13.6. Extended Contracts

- 13.6.1. Extended contracts will be paid at the Certified Employee's rate of pay for each additional day of work beyond their contracted work year in the event Certified Employees are permitted or required to work beyond the agreed work year.
- 13.6.2. 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 contract year in which it is accrued.
- 13.6.3. Granting and scheduling of such extended days will be at the discretion of the District. The Association shall be notified each fall of the extended contracts provided for certified employees for that contract year. If any mid-year extensions are offered, the Association will be notified within a reasonable time.
- 13.6.4. Speech Language Pathologists
 - 13.6.4.1. SLPs shall be placed on the 2025-26 Associated Health Professionals Salary Schedule based on actual experience.
 - 13.6.4.2. Article 13.6.4. permitting SLPs to time sheet an additional forty (40) hours per year is deleted. The nine SLPs on the 16th step of column I for 2025-26 will each be granted an annual stipend in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the remainder of each of their employment as a Speech Language Pathologist at BLS.

13.7. Advanced Certification Pay

Employees holding any of the following advanced certifications shall receive the following stipend each contract year:

- National Board Certification for Professional Teaching Standards: \$2,500
- National Certified School Psychologist through the National Psychology Certification System of the National Association of School Psychologists: \$2,500
- National Certified School Nurse through the National Board for Certification of School Nurses: \$2,500
- National Board Certification for Speech Pathologist: \$2,500
- National Board for Certified Counselors: \$2,500
- National Board for Certified Social Workers: \$2,500
- National Board for Certified Occupational Therapy: \$2,500

13.8. Bilingual Translation and Interpretation (CAFÉ Program)

- 13.8.1. Bilingual Certified Employees who meet the District's proficiency standard for linguist services may participate in the Communication Access for Family Engagement (CAFE) Program. Bilingual Certified Employees who choose not to participate in the CAFE Program will not be directed to provide either translation or interpretation service beyond the duties and responsibilities in the position they were hired into.
- 13.8.2. Certified Employees who qualify and elect to participate will receive a one thousand dollar (\$1,000) extra-duty stipend for up to forty (40) hours of translation/interpretation services per contract year.

- 13.8.3. A Certified Employee who voluntarily accepts translation or interpretation tasks exceeding the cumulative forty (40) hours will be compensated at their hourly per diem rate, provided the hours are pre-approved by an administrator or supervisor.
- 13.8.4. Certified Employees who are interested in the CAFE program may be required to attend a translation and interpretation professional development session. This training will be compensated at the Certified Employees per diem rate.
- 13.8.5. If the Certified Employee believes the requested translation and/or interpretation work may impede the Certified Employee from engaging in their primary role of employment with the District or create a conflict of interest, they may decline a request to provide translation or interpretation services.

ARTICLE 14 **OTHER COMPENSATIONS**

- 14.1. Certified Employees 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 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 who live in La Pine and are required to attend meetings in Bend will be reimbursed for mileage.
- 14.2. In all but unusual circumstances, reimbursements will be made within thirty (30) calendar days of submittal.
- 14.3. All personnel in the bargaining unit and spouses will receive free admission to all in-district athletic activities.
- 14.4. Bargaining unit Certified Employees shall have the opportunity to determine whether their child may attend the school to which the Certified Employee is assigned. Bargaining unit Certified Employees 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 one hundred-ninety-one (191) days, including:

- 15.1. The following specific workdays:
 - 15.1.1. Two (2) days prior to the first student contact day.
 - 15.1.2. One-half (1/2) day at the end of the first and third quarter for Certified Employees teaching a quarter-term class. If non-student contact time is not logistically practical to a work site, Certified Employees will be provided the grading time through substitute release or per-diem compensation at the employee's discretion.
 - 15.1.3. Certified Employees shall have a full workday at the end of each trimester or semester.

- 15.1.4. Certified Employees may be released early on the last workday with supervisor's written approval.
- 15.1.5. K-8 Certified Employees will have a full workday for conference preparation no more than one week prior to district-calendared conferences.
- 15.2. Five legal school holidays, specifically:
- Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Martin Luther King, Jr. Day
 - Memorial Day
- 15.3. One early release day (School Improvement Wednesdays) per month for a total of fourteen (14) per year will be allocated for individual directed Certified Employee work time. Dates will be determined by level (elementary, middle school, high school).
- 15.3.1. The District commits to aligning District-directed SIW time with Organizational Goals, Strategic Initiatives, and School-Specific Goals, and communicating the alignment of each planned SIW to involved certified employees; and
- 15.3.2. The parties will co-create an assessment tool for use in evaluating certified employee perception of District-directed School Improvement Wednesday time.
- 15.4. Certified Employees may be required to attend up to one after-school/evening event in the remainder of the 2023-24 school year, up to two (2) after-school/evening events in the 2024-25 school year, and up to three after-school/evening events per year in the 2025-26 school year, such as graduation, family engagement events, open house, etc., and use the remaining time towards Safe Schools training, as contracted "Day 190". Site administrators will communicate required dates to all Certified Employees no less than sixty (60) days in advance. For the 2023-24 school year, however, notice will be given as soon as practicable.
- 15.5. The District may require Certified Employees new to the District to attend one (1) additional day at the Certified Employee's per diem pay rate within one (1) year of their first date of hire.
- 15.6. In case of an emergency school closure when Certified Employees are not required to work, the number of days the Certified Employees were not in attendance may be rescheduled, within the same academic year, without additional compensation.
- 15.7. A calendar committee will be formed annually to discuss the proposed calendar for the upcoming school year. The committee will include three (3) Association-selected representatives and three (3) District-selected representatives. The calendar will be determined by the District after conferring with the Association.
- 15.8. Certified Employees are not required to report to their work site on end-of-term workdays but must remain available by phone. If a supervisor has articulable concerns about a Certified Employee's timely completion of professional responsibilities, they may require the Certified Employee to report to the work site.

ARTICLE 16

WORKDAY

16.1. General Provisions

16.1.1. Full Time Certified Employees

1.0 Full Time Equivalent (FTE) Certified Employee's normal day shall be eight (8) hours. The workday shall include:

16.1.1.1. Not less than a thirty (30) minute duty-free lunch period during which Certified Employees 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.

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

16.1.2. Part Time Certified Employees

16.1.2.1. Part time Certified Employees shall be defined as employees having FTE greater than or equal to 0.5 FTE but less than 1.0 FTE.

16.1.2.2. Part time Certified Employees shall have their total instructional and non-instructional time pro rated proportional to their FTE percentage. Attendance at SIW, professional development, staff, or committee meetings out side of the part time Certified Employee's regular workday shall be voluntary and compensated.

16.1.2.3. Certified Employees at or above .75 FTE shall be scheduled not less than a thirty (30) minute duty-free lunch period during which they may leave the building without permission.

16.1.2.4. Part Time Certified Employee shall be provided a regularly scheduled amount of time before and after the Certified Employee's student contact time at each school.

16.1.2.5. The District shall provide a schedule identifying all applicable general provisions of a part-time employee's workday no later than the employee's first student contact day. A part-time Certified Employee may request a meeting with their supervisor to discuss possible adjustments to the work schedule.

16.1.3. Certified Employees who agree to supervise any classes/sections or portions of a class/section beyond that employee's typical assignment/schedule shall be paid their per-diem rate.

16.1.4. The District may adjust the normal workday during the District Calendared inservice week and for conferences. After conferring with the Association, the District may modify the normal workday for purposes of conferences by extending the workday on a given day as long as equal time is scheduled as comp time in close proximity² to the longer day.

16.1.5. If district-wide or grade level/department meetings occur outside of or extend beyond the Certified Employee's workday and their work hours have not been adjusted, then attendance of the employees is voluntary. Employees are free to leave the meeting at the conclusion of

² BEA Memorandum of Exception – Compensatory Time in Proximity to Extended Workdays dated 11/5/2024

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.

- 16.1.6. Each school site will develop and communicate a process for building a main schedule which will include feedback and participation from Certified Employees.
- 16.1.7. A Certified Employee may request a problem-solving meeting with the site administrator to address atypical workload concerns and possible solutions. Possible solutions may include, but are not limited to, compensation at an employee's per diem hourly rate, release time, or redistribution of workload.

16.2. Full Time Classroom Teachers

- 16.2.1. Classroom teachers include all grade level, content area, and co-curricular teachers, including but not limited to elementary teachers of music, physical education, STEAM, and art.
- 16.2.2. Beyond scheduled School Improvement Wednesday (SIW) sessions, certified employees with full-time classroom responsibilities shall be required to attend no more than

- 16.2.2.1. Seventy-five (75) minutes of staff meetings per month;

- 16.2.2.2. Ninety (90) minutes of building committee meetings per month; and

- 16.2.2.3. Forty-five (45) minutes of Professional Learning Community (PLC) or Multi-Tiered Systems of Support (MTSS) meetings per week.

16.2.3. High Schools

- 16.2.3.1. No more than three hundred (300) minutes of student instructional time per day.

- 16.2.3.2. Not less than one (1) daily preparation time equal in length to a normal class period. Preparation periods shall not be reduced by passing time. Weeks shortened by holidays, participation in trainings, inclement weather, emergency closure, or other extraordinary circumstances may result in diminished prep time.

- 16.2.3.3. Supervision duty shall be limited to an annual average of fifty (50) minutes per week on a rotational basis. Supervision duty maximums shall include passing period duty assignments.

- 16.2.3.4. For any required and regularly scheduled Advisory program, the District will provide appropriate curriculum.

16.2.4. Middle Schools

- 16.2.4.1. No more than three hundred (300) minutes of student instructional time per day, with no more than seven (7) class periods including advisory.

- 16.2.4.2. Not less than one (1) daily preparation time equal in length to a normal class period. Preparation periods shall not be reduced by passing time. Weeks shortened by holidays, participation in trainings, inclement weather, emergency closure, or other extraordinary circumstances may result in diminished prep time.

- 16.2.4.3. Supervision duty shall be limited to an annual average of fifty (50) minutes per week on a rotational basis. Supervision duty maximums shall include passing period duty assignments.
- 16.2.4.4. For any required and regularly scheduled Advisory program, the District will provide appropriate curriculum.

16.2.5. Elementary Schools

- 16.2.5.1. For a typical five-day school week, a minimum of three hundred eighty-five (385) 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. Within the three hundred eighty-five (385) minutes per week, there shall be a minimum of three (3) forty-five (45) minute uninterrupted preparation periods. Weeks shortened by holidays, participation in trainings, inclement weather, emergency closure, or other extraordinary circumstances may result in diminished prep time.
- 16.2.5.2. No more than forty-five (45) minutes of supervision duty per day.
- 16.2.5.3. No less than one (1) fifteen (15) minute duty-free relief period for grades K-5 each day. A second fifteen (15) minute relief period shall be scheduled each day for grade K-5 teachers; however, supervision of this period may be required on a rotational basis by the teachers. Relief periods shall typically be provided on full-length school days within the student contact day. The relief periods shall not be reduced by "passing time".
- 16.2.5.4. Kindergarten Staff: No later than the first week of April, building administrators will convene their Kindergarten staff to develop a plan for transitioning students into Kindergarten. During the first week of school, there will be two days provided for transitioning students into the Kindergarten setting. In most cases, half of the students will attend on one day and the other half of the students will attend on the other.

The district will provide substitute release time or compensation for preparation for, as well as attendance at ECSE meetings. Kindergarten teachers who are required to attend ECSE meetings will be compensated at the certified employee's per diem rate unless a substitute is provided to allow for such meetings to occur within the workday. If the certified employee volunteers to attend such a meeting outside of the workday, such member shall be compensated at their per diem hourly rate.

- 16.2.5.5. Co-Curricular Educators, including but not limited to physical education, music, STEAM, and art teachers: These Certified Employees are excused from attending weekly site level PLC/MTSS meetings to plan for programming.

In the event that a co-curricular class is created by combining students from more than one general education classroom (i.e. fractional class) is necessary, the impacted Certified Employee and the administrator will schedule a problem-solving meeting to discuss the need and possible alternative solutions and class makeup.

- 16.2.6. If due to lack of revenue, it becomes necessary to increase instructional time for elementary teachers, the District agrees to notify the Association not less than thirty (30) days prior to this increase and agrees to discuss how lost preparation time will be rescheduled within the workday.

16.3. Full Time Specialists

- 16.3.1. Specialists shall be defined as Certified Employees other than classroom teachers. They include, but are not limited to, learning specialists, language specialists, interventionists, school psychologists, speech pathologists, counselors, media specialists, social workers, graduation coaches, nurses, and student success instructors and coordinators.
- 16.3.2. The total minutes provided above in Section 16.2., including preparation time, supervision duty, and breaks, will apply to specialists. Full time specialists who are unable to take duty-free breaks during passing periods may schedule two (2) fifteen (15) minute duty-free relief periods per day.
- 16.3.3. Learning specialists, language specialists, counselors, social workers, and student success instructors and coordinators, when assigned case management responsibilities, shall be scheduled for no fewer than two hundred fifteen (215) minutes per week in blocks of time of no less than thirty (30) minutes for these responsibilities.
- 16.3.4. Associated Health Professionals shall be scheduled for no fewer than five-hundred fifteen (515) minutes of case management time in blocks of time no less than thirty (30) minutes in length rather than preparation time as described in 16.3.2.
- 16.3.5. Atypical weeks, including but not limited to those shortened by holidays, participation in trainings, and inclement weather, may result in diminished case management time.
- 16.3.6. With the approval of their supervisor, specialists who assist with crises at site(s) other than their assigned site(s) will be compensated for time at the non-assigned site at the Certified Employee's hourly per diem rate.
- 16.3.7. **Specialist Workload**
 - 16.3.7.1. When a substitute is not available for a specialist's extended absence and the district elects to assign some or all of the duties to another specialist, redistribution of case load and responsibilities will be considered by the supervisor. If case load redistribution is not practicable within the workload for this position, another specialist will be compensated for additional responsibilities assigned during the absence. The employee, supervisor, and Association will confer on workload assignment and compensation.
 - 16.3.7.2. When Specialist workload needs to be redistributed due to a certified employee's anticipated absence of more than ten (10) work days, the administrative team (at least one district-level program administrator and one building administrator) shall convene a meeting with those certified employees expected to be impacted in order to discuss resources and alternatives, and determine a course of action. The meeting shall be convened no fewer than five (5) days in advance of the start of a planned absence, and within five (5) days of notification of an emergent absence. Resources that may be allocated include, but are not limited to, available substitutes, schedule modifications, supplemental preparation time, and release time.
 - 16.3.7.3. The parties will follow a jointly developed standard agenda in Specialist Workload Redistribution meetings. Modifications to the agenda must be bilaterally approved before they can be implemented.³

³ *Standard Agenda: Workload/Caseload Redistribution Meeting Agenda - Appendix E*

- 16.3.8. Learning specialists shall be allowed up to a total of two (2) paid release days per school year for the purpose of case management responsibilities.

16.4. Itinerant Certified Employees

- 16.4.1. Itinerant Certified Employees shall be defined as employees that serve more than a single site.
- 16.4.2. In addition to the applicable provisions outlined in this article, itinerant Certified Employees that work at more than one site in a given workday shall be provided a minimum of twenty (20) minutes for travel time between each site in addition to the time provided for preparation, lunch, and breaks.
- 16.4.3. Itinerant Certified Employees' prep time may be met by the weekly or rotational average. Itinerant Certified Employees whose assignments are split between two different instructional levels (i.e. middle school/high school) will develop a schedule with their administrators that includes an appropriate amount of prep time to their FTE. This schedule shall be reviewed and approved by the District and in consultation with the Association.
- 16.4.4. Itinerant Certified Employees will not be assigned supervision duties.

ARTICLE 17
JUST CAUSE

17.1. 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 and the Association at the Certified Employee'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 or the nonrenewal of probationary and or temporary Certified Employee and suspensions governed by the Fair Dismissal Law nor does it apply to assignment to or retention in extra duty or extended contract assignments.

17.2 Representation

Certified Employees 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 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
LEARNING ENVIRONMENT

The parties agree that safety and fostering appropriate and safe student behaviors are important priorities, requiring mutual efforts to ensure a safe learning environment. All staff share in the responsibility for the well-being of all.

- 18.1 Building administrators will work collaboratively with the Certified Employees assigned to their site to review and establish Learning Environment expectations that are consistent with District policy. This shall include the establishment of expectations and guidelines as well as procedures for responding to both specific and general disciplinary matters at the building levels. In the fall and regularly throughout the year, building administrators shall communicate and review Learning Environment expectations with students, families, and staff.
- 18.2. Reports of student behavior concerns submitted in writing to the administrator, or their designee will be responded to in writing as soon as reasonably possible unless the employee has requested a response within two (2) student contact days of submission. The response will include proposed next steps for supporting the student(s) to ensure safety and well-being of all present in the educational environment.
- 18.3. When, in the opinion of the Certified Employee, a student's behavior poses an immediate threat to the health, safety, or welfare of others, an administrator or their designee shall respond immediately to the situation. If the Certified Employee communicates to the administrator a desire for a conference with the administrator and/or student before the student is returned to the classroom, then the administrator or designee shall ensure the conference is scheduled and a short-term plan is established for use until all appropriate stakeholders can meet to discuss additional supports.
- 18.4. When, in the opinion of the Certified Employee, a student's behavior significantly disrupts the learning environment, the Certified Employee shall be authorized to remove the student. Before the student is returned to class, the Administrator or their designee shall confer with the Certified Employee to determine when the student shall be returned to the learning environment.

The Certified Employee may submit a collaborative meeting request, in order to develop and implement a plan that assures the learning environment of all. That plan will be developed with the student, guardian, impacted staff, and site Administrator. The meeting shall be scheduled as soon as practicably possible. If the parent or guardian is unavailable to attend, the meeting shall proceed as scheduled. If the availability of these parties prevents an immediate meeting to develop and/or review such a plan, the Administrator will arrange an alternative learning space until the meeting is held.

- 18.5. The Culture and Climate Task Force shall include balanced representation of Certified Employees, Classified Employees, Building Administrators, and District-level Administrators. The Association shall appoint half of the Certified Employee representatives. The task force shall annually review and establish, if needed, procedures related to school safety and communication to Certified Employees, which will provide for a uniform awareness by staff throughout the District. The District and Association shall jointly provide regular updates from the Task Force to internal stakeholders.

18.6. Virtual Instruction

- 18.6.1. The parties have mutually adopted standard protocols for safety and learning during all virtual instruction. Modifications to this standard protocol⁴ must be bilaterally approved before they can be implemented.

18.6.2. Synchronous Virtual Instruction

The parties agree that synchronous virtual instruction may be offered to students who are precluded from in-person instruction due to significant safety concerns, as determined by that student's school team. Unless otherwise agreed by the parties, synchronous virtual instruction shall be delivered on a one-on-one basis.

18.6.3. Speech and Language Therapy

⁴ *Virtual Instruction Standard Safety Protocol - Appendix D*

The parties agree that synchronous virtual instruction may be offered, at the Speech and Language Pathologists discretion, to students who are eligible for Speech and Language services but are unable to receive services in-person due to the caretaker's decision for home school learning structures or private school enrollment. These services will be provided in a 1-on-1 setting in which the standard safety protocols outlined in 18.6.1. are followed.

18.6.4. English Language Development Services

The parties agree that synchronous virtual instruction may be offered to students who are eligible for English Language Development Services in situations where the Certified Employee may be more efficiently and appropriately able to serve students virtually. Synchronous virtual instruction shall only be provided by the certified employee after consultation and approval from the superintendent of their designee. These standard safety protocols outlined in 18.6.1. shall be followed. In circumstances in which the certified employee and administrator are not in agreement, the committee described below will be convened.

18.6.5. Additional Circumstances

The parties mutually agree to consider other circumstances in which synchronous virtual instruction may be provided. A committee, composed of an equal number of BEA selected representatives and District selected representatives plus on District administrator, shall review the request and the decision of the committee shall be final.

ARTICLE 19
PERSONNEL RECORDS

19.1. Personnel Files

- 19.1.1. Certified Employees 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, signed and dated by the Certified Employee and shall be submitted to the Superintendent or their designee.
- 19.1.2. 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 before being placed in the personnel file. Signing does not indicate agreement or disagreement, but rather receipt of the material. In the event of failure to sign, the material will be placed in the file with a statement that the Certified Employee refused to sign it.
- 19.1.3. A Certified Employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the Certified Employee's personnel file and such Certified Employee's statement shall be placed in the personnel file. Certified Employees will have the right to place employment related documents in their personnel files.
- 19.1.4. The personnel file shall contain all summative performance materials relevant to the Certified Employee's employment.
- 19.1.5. All documents used as the basis for dismissal or nonrenewal must be in the Certified Employee's personnel file.

- 19.1.6. A Certified Employee 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 request shall be submitted to the Superintendent, who will have the final determination as to removal, within the limits of Oregon law.

19.2. Working Files

The parties recognize that a Certified Employee's supervisor may maintain a "working file." Once materials in a working file become considerations for a summative evaluation or disciplinary action, those materials must be available for inspection by the Certified Employee or their representative, upon written request.

A Certified Employee may request the removal of material from the supervisor's working file after three (3) years. The request shall be made in writing to the Superintendent, who will make the final determination.

19.3. Removal of Materials from Personnel and Working Files

Any material removed from personnel or working file shall be maintained in a separate confidential file in Human Resources, and may only be accessed by the Superintendent, executive leader of Human Resources, or legal services for consultation regarding liability risk or when legally obligated to do so.

ARTICLE 20
EFFECT OF AGREEMENT

- 20.1. 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.
- 20.2. 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.
- 20.3. Any contract between the Board and an individual Certified Employee shall be expressly subject to the terms and conditions of this Agreement.
- 20.4. Except as otherwise provided in this contract, nothing in this contract shall be construed to reduce the position of any individual Certified Employee or the salary he/she now receives.

ARTICLE 21
EVALUATION

- 21.1. All Certified Employees shall be evaluated in accordance with the District's adopted evaluation procedures and applicable Oregon Revised Statutes.
- 21.2. Evaluation reports shall be maintained in the personnel files of the District. An evaluation report shall be placed in the Certified Employee's personnel file only after the Certified Employee has been given an

opportunity to review and sign the report. If a Certified Employee disagrees with the contents of an evaluation, the Certified Employee may appeal to the Superintendent or his/her designee.

- 21.3. 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 "contract" status under ORS Chapter 342. However, if a third year probationary Certified Employee 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.
- 21.4. The District shall notify the Association when a Certified Employee is placed on a Program of Assistance for Improvement unless the Certified Employee 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 suffered a substantial and prejudicial impairment in the Certified Employee's ability to comply with school district standards. A Program of Assistance for Improvement shall be in writing and shall, with reasonable specificity, include the following:
- The nature of the deficiencies
 - Expectations for improved performance
 - Assistance to be provided
 - Assessment techniques anticipated, and
 - Timelines for completion and progress conferences

At the time a Program of Assistance for Improvement is initiated, a conference shall be held between the evaluator and the Certified Employee and the Certified Employee's Association approved representative, if desired by the Certified Employee. The Certified Employee can request clarification of any element of the Program of Assistance for Improvement at this time.

- 21.5. 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 nonrenewal hearing before the School Board under ORS 342.835, without the mutual consent of the District and the Certified Employee provided with peer assistance.
- 21.6. Surveys are encouraged as a means of providing feedback to Certified Employees for continued professional development. No anonymous or student surveys or rankings will be used in summative Certified Employee evaluations unless mutually agreed upon by the Certified Employee and evaluator.

ARTICLE 22

NONDISCRIMINATION

The Association and the District agree that they shall not discriminate against any Certified Employee 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. "Because of sex" includes, but is not limited to, because of pregnancy, childbirth, and related medical conditions or occurrences.

ARTICLE 23
ACADEMIC FREEDOM

- 23.1. Certified Employees are responsible, within accepted professional and content standards, for determining the supporting materials and methods used for day-to-day instruction, including differentiating instruction based on student needs. The District shall consult with Certified Employees regarding the selection of district-wide materials.
- 23.2. Certified Employees may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level, subject to accepted standards of professional responsibility. In response to students' learning needs, current events, or newly available sources, educators may supplement major texts with additional materials. Additionally, Certified Employees will not be prohibited from responding to student questions regarding controversial topics.
- 23.3. Complaints
- 23.3.1. If a complaint is received regarding a Certified Employee's presentation of controversial material, the Certified Employee whose material is at issue will be notified and:
- 23.3.1.1. The District shall follow the complaint procedure outlined in Article 5 and district policy for any investigation regarding the employee's presentation or instructional approach, and
- 23.3.1.2. The District shall follow the standard of review for the investigation and disposition of academic issues under Administrative Regulations related to instructional materials and/or controversial topics for any investigation regarding the materials or content taught.
- 23.3.2. Decisions related to the approval of controversial materials under Section 23.3.1.2. will not be subject to arbitration under the provisions of Article 4 of this contract.
- 23.4. Certified Employees will not be subject to discipline for the content of a lesson when teaching as written: Oregon Department of Education-approved standards and curricula; District-adopted curricula; District-provided curriculum amendments, or; any other District-provided materials.

ARTICLE 24
PERSONAL FREEDOM

A certified employee's personal life outside of the workplace, which may include, but is not limited to, personal, religious or political beliefs, is not a matter of appropriate concern or attention of the District, unless their behaviors negatively impacts the certified employee's performance of their professional responsibilities.

ARTICLE 25
CRITICISM

Criticism of Certified Employees shall not be made in the presence of students, community members, other represented employees, or at public events. Reasonable effort shall be made to ensure criticism is constructive.

ARTICLE 26
EVALUATION OF STUDENTS

26.1. Certified Employees shall maintain the right and responsibility to evaluate and assess students and determine final grades provided that the Certified Employee grades in accordance with District Policy and/or administrative rules of the State Board of Education. Substantive changes to district policy regarding student evaluation will be made in consultation with the Association.

26.2. Grade Changes

No grade or evaluation shall be changed without approval of the Certified Employee, unless the Certified Employee is not available and the District has made a reasonable effort to contact the Certified Employee.

26.3. Recording or Calculation Errors

If a student, parent, guardian, or other caregiver disputes the calculation or recording of a grade, the District shall first attempt to reach the Certified Employee of record for the course by email and phone call. If the District is unable to reach the Certified Employee, the Superintendent or their designee may then change the grade if evidence or documentation was provided. Notification of the grade change will be sent to the Certified Employee via email.

26.4. Final Grade Disputes

If a student, parent, guardian, or other caregiver disputes a final grade and the Superintendent or designee and Certified Employee do not agree on a resolution, the dispute shall be considered by a committee. The committee shall be appointed by the Superintendent or their designee and Association, with each appointing an equal number of committee members and one additional administrator appointed by the Superintendent. This committee may include the Certified Employee assigning the disputed grade, if the Association elects to appoint them. This committee shall review the dispute to determine whether the final grade violates any applicable board or administrative policy, and the committee's decision shall be final.

ARTICLE 27
MENTOR PROGRAM

The District and Association believe that an effective Mentor Teacher program is an important way of assuring success of new and beginning educators.

27.1. Certified employees utilized as mentors in the Mentor Program shall be released from their school-based assignments proportionate to their mentoring FTE. The parties agree to continue to serve new educators using a Teacher On Special Assignment (TOSA) model where mentees and mentors are encouraged to connect during the established workday.

27.2. At either parties' request, the District and Association will meet to collaboratively review the program.

27.3. The Certified Employee Mentor will be selected through a process established by the District and in alignment with this Agreement. There will be certified employee involvement in the selection process and design of the program.

27.4. No mentor will be disciplined for actions arising out of mentor duties without just cause. If cause exists, either the District or mentor teacher can terminate the mentor assignment after a two (2) week notice.

27.5. The District shall make an effort to pair mentors to mentees who have related professional experience.

ARTICLE 28
SITE- BASED DECISION-MAKING PROGRAMS

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

SIGNATURE PAGE

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


Sarah Barclay (May 11, 2026 14:31:35 PDT)

Sarah Barclay, President

May 11, 2026

Date


Marcus LeGrand (May 11, 2026 15:38:22 PDT)

Marcus LeGrand, Board Chair

May 11, 2026

Date

APPENDIX A

BEND-LA PINE PUBLIC SCHOOLS SALARY SCHEDULE INDEX 2023-2027

	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-LA PINE PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE 2026-27
191 Day Schedule
Reflects 3.25% COLA Increase from 2025-26 Schedule

STEP	A BA	B BA+15	C BA+30	D BA+45	E BA+60	F BA+75/MA	G BA+90/MA+15	H BA+105/MA+30	I BA+120/MA+45	J Doctorate
1	1.041 \$52,615 \$34.43390	1.0664 \$53,899 \$35.27422	1.0914 \$55,163 \$36.10144	1.1167 \$56,442 \$36.93848	1.1420 \$57,720 \$37.77487	1.1706 \$59,166 \$38.72120	1.1961 \$60,455 \$39.56479	1.2248 \$61,905 \$40.51374	1.2510 \$63,230 \$41.38089	1.2778 \$64,582 \$42.26571
2	1.082 \$54,688 \$35.79058	1.1078 \$55,992 \$36.64398	1.1328 \$57,255 \$37.47055	1.1584 \$58,549 \$38.31741	1.1840 \$59,843 \$39.16427	1.2162 \$61,471 \$40.22971	1.2422 \$62,785 \$41.08966	1.2746 \$64,422 \$42.16100	1.3020 \$65,807 \$43.06741	1.3300 \$67,222 \$43.99346
3	1.123 \$56,760 \$37.14660	1.1492 \$58,084 \$38.01309	1.1742 \$59,348 \$38.84031	1.2001 \$60,657 \$39.69699	1.2260 \$61,966 \$40.55367	1.2618 \$63,775 \$41.73757	1.2883 \$65,115 \$42.61453	1.3244 \$66,939 \$43.80825	1.3530 \$68,385 \$44.75458	1.3822 \$69,862 \$45.72120
4	1.164 \$58,832 \$38.50262	1.1906 \$60,177 \$39.38285	1.2156 \$61,440 \$40.20942	1.2418 \$62,765 \$41.07657	1.2680 \$64,089 \$41.94306	1.3074 \$66,080 \$43.24607	1.3344 \$67,445 \$44.13940	1.3742 \$69,456 \$45.45550	1.4040 \$70,963 \$46.44175	1.4344 \$72,501 \$47.44830
5	1.205 \$60,905 \$39.85929	1.2320 \$62,269 \$40.75196	1.2570 \$63,533 \$41.57919	1.2835 \$64,872 \$42.45550	1.3100 \$66,212 \$43.33246	1.3530 \$68,385 \$44.75458	1.3805 \$69,775 \$45.66427	1.4240 \$71,973 \$47.10275	1.4550 \$73,540 \$48.12827	1.4867 \$75,141 \$49.17605
6	1.246 \$62,977 \$41.21531	1.2734 \$64,362 \$42.12173	1.2984 \$65,625 \$42.94830	1.3252 \$66,980 \$43.83508	1.3520 \$68,334 \$44.72120	1.3986 \$70,690 \$46.26309	1.4266 \$72,105 \$47.18914	1.4738 \$74,491 \$48.75066	1.5060 \$76,118 \$49.81545	1.5389 \$77,781 \$50.90380
7	1.287 \$65,049 \$42.57134	1.3148 \$66,454 \$43.49084	1.3398 \$67,718 \$44.31806	1.3669 \$69,087 \$45.21401	1.3940 \$70,457 \$46.11060	1.4442 \$72,994 \$47.77094	1.4727 \$74,435 \$48.71401	1.5236 \$77,008 \$50.39791	1.5570 \$78,696 \$51.50262	1.5911 \$80,421 \$52.63155
8	1.328 \$67,121 \$43.92736	1.3562 \$68,547 \$44.86060	1.3812 \$69,810 \$45.68717	1.4086 \$71,195 \$46.59359	1.4360 \$72,580 \$47.50000	1.4898 \$75,299 \$49.27945	1.5188 \$76,765 \$50.23887	1.5734 \$79,525 \$52.04516	1.6080 \$81,273 \$53.18914	1.6434 \$83,061 \$54.35929
9	1.369 \$69,194 \$45.28403	1.3976 \$70,639 \$46.22971	1.4226 \$71,903 \$47.05694	1.4503 \$73,303 \$47.97317	1.4780 \$74,703 \$48.88940	1.5354 \$77,604 \$50.78796	1.5649 \$79,095 \$51.76374	1.6232 \$82,042 \$53.69241	1.6590 \$83,851 \$54.87631	1.6956 \$85,700 \$56.08639
10	1.410 \$71,266 \$46.64005	1.4390 \$72,732 \$47.59948	1.4640 \$73,995 \$48.42605	1.4920 \$75,410 \$49.35209	1.5200 \$76,826 \$50.27880	1.5810 \$79,909 \$52.29647	1.6110 \$81,425 \$53.28861	1.6730 \$84,559 \$55.33966	1.7100 \$86,429 \$56.56348	1.7478 \$88,340 \$57.81414
11		1.4804 \$74,824 \$48.96859	1.5054 \$76,088 \$49.79581	1.5337 \$77,518 \$50.73168	1.5620 \$78,948 \$51.66754	1.6266 \$82,214 \$53.80497	1.6571 \$83,755 \$54.81348	1.7228 \$87,076 \$56.98691	1.7610 \$89,007 \$58.25066	1.8000 \$90,980 \$59.54189
12				1.5754 \$79,626 \$52.11126	1.6040 \$81,071 \$53.05694	1.6722 \$84,518 \$55.31283	1.7032 \$86,085 \$56.33835	1.7726 \$89,593 \$58.63416	1.8120 \$91,584 \$59.93717	1.8523 \$93,620 \$61.26963
13					1.6460 \$83,194 \$54.44634	1.7178 \$86,823 \$56.82134	1.7493 \$88,415 \$57.86322	1.8224 \$92,110 \$60.28141	1.8630 \$94,162 \$61.62435	1.9045 \$96,260 \$62.99738
14						1.7634 \$89,128 \$58.32984	1.7954 \$90,745 \$59.38809	1.8722 \$94,627 \$61.92867	1.9140 \$96,740 \$63.31152	1.9567 \$98,900 \$64.72513
15							1.8415 \$93,075 \$60.91296	1.9220 \$97,144 \$63.57592	1.9650 \$99,317 \$64.99804	2.0090 \$101,539 \$66.45223
16									2.0160 \$101,895 \$66.68521	2.0710 \$104,675 \$68.50458

National Board Certification for Teacher receives \$2,500 extra
National Board Certification for Psychologists receive \$2,500 extra
National Board Certification for School Nurses receive \$2,500 extra
National Board Certification for School Counselors receive \$2,500 extra
National Board Certification for Speech Pathologist receive \$2,500 extra
National Board Certification for Social Workers receive \$2,500 extra
Stipend of \$1,000 a year for certified employees who provide up to 40 hours of translation/interpretation services per contract year, beginning in 2024-25
BA+120 column granted only to those having a Master's degree.
Doctorate column granted only to those having a verified Doctor's degree.

BEND-LA PINE PUBLIC SCHOOLS
CERTIFIED SALARY SCHEDULE 2025-26
191 Day Schedule

Reflects 3.15% COLA Increase from 2024-25 Schedule

STEP	A BA	B BA+15	C BA+30	D BA+45	E BA+60	F BA+75/MA	G BA+90/MA+15	H BA+105/MA+30	I BA+120/MA+45	J Doctorate
1	1.041 \$50,959 \$33,35013	1.0664 \$52,203 \$34,16427	1.0914 \$53,426 \$34,96466	1.1167 \$54,665 \$35,77552	1.1420 \$55,903 \$36,58573	1.1706 \$57,303 \$37,50196	1.1961 \$58,552 \$38,31937	1.2248 \$59,957 \$39,23887	1.2510 \$61,239 \$40,07788	1.2778 \$62,549 \$40,93521
2	1.082 \$52,966 \$34,66361	1.1078 \$54,229 \$35,49018	1.1328 \$55,453 \$36,29123	1.1584 \$56,706 \$37,11126	1.1840 \$57,959 \$37,93128	1.2162 \$59,536 \$38,96335	1.2422 \$60,808 \$39,79581	1.2746 \$62,395 \$40,83442	1.3020 \$63,736 \$41,71204	1.3300 \$65,106 \$42,60864
3	1.123 \$54,973 \$35,97709	1.1492 \$56,256 \$36,81675	1.1742 \$57,480 \$37,61780	1.2001 \$58,748 \$38,44764	1.2260 \$60,015 \$39,27683	1.2618 \$61,768 \$40,42408	1.2883 \$63,065 \$41,27291	1.3244 \$64,832 \$42,42932	1.3530 \$66,232 \$43,34555	1.3822 \$67,663 \$44,28207
4	1.164 \$56,980 \$37,29058	1.1906 \$58,283 \$38,14333	1.2156 \$59,506 \$38,94372	1.2418 \$60,789 \$39,78338	1.2680 \$62,071 \$40,62238	1.3074 \$64,000 \$41,88482	1.3344 \$65,322 \$42,75000	1.3742 \$67,270 \$44,02487	1.4040 \$68,729 \$44,97971	1.4344 \$70,219 \$45,95484
5	1.205 \$58,987 \$38,60406	1.2320 \$60,309 \$39,46924	1.2570 \$61,533 \$40,27029	1.2835 \$62,830 \$41,11911	1.3100 \$64,127 \$41,96793	1.3530 \$66,232 \$43,34555	1.3805 \$67,579 \$44,22709	1.4240 \$69,708 \$45,62042	1.4550 \$71,226 \$46,61387	1.4867 \$72,776 \$47,62827
6	1.246 \$60,994 \$39,91754	1.2734 \$62,336 \$40,79581	1.2984 \$63,560 \$41,59686	1.3252 \$64,872 \$42,45550	1.3520 \$66,183 \$43,31348	1.3986 \$68,465 \$44,80694	1.4266 \$69,835 \$45,70353	1.4738 \$72,146 \$47,21597	1.5060 \$73,722 \$48,24738	1.5389 \$75,333 \$49,30170
7	1.287 \$63,002 \$41,23168	1.3148 \$64,362 \$42,12173	1.3398 \$65,586 \$42,92278	1.3669 \$66,913 \$43,79123	1.3940 \$68,239 \$44,65903	1.4442 \$70,697 \$46,26767	1.4727 \$72,092 \$47,18063	1.5236 \$74,584 \$48,81152	1.5570 \$76,219 \$49,88155	1.5911 \$77,889 \$50,97448
8	1.328 \$65,009 \$42,54516	1.3562 \$66,389 \$43,44830	1.3812 \$67,613 \$44,24935	1.4086 \$68,954 \$45,12696	1.4360 \$70,295 \$46,00458	1.4898 \$72,929 \$47,72840	1.5188 \$74,349 \$48,65772	1.5734 \$77,021 \$50,40641	1.6080 \$78,715 \$51,51505	1.6434 \$80,446 \$52,64791
9	1.369 \$67,016 \$43,85864	1.3976 \$68,416 \$44,77487	1.4226 \$69,639 \$45,57526	1.4503 \$70,995 \$46,46270	1.4780 \$72,351 \$47,35013	1.5354 \$75,161 \$49,18914	1.5649 \$76,605 \$50,13416	1.6232 \$79,459 \$52,00196	1.6590 \$81,212 \$53,14922	1.6956 \$83,003 \$54,32134
10	1.410 \$69,023 \$45,17212	1.4390 \$70,442 \$46,10079	1.4640 \$71,666 \$46,90183	1.4920 \$73,037 \$47,79908	1.5200 \$74,407 \$48,69568	1.5810 \$77,393 \$50,64987	1.6110 \$78,862 \$51,61126	1.6730 \$81,897 \$53,59751	1.7100 \$83,708 \$54,78272	1.7478 \$85,560 \$55,99477
11		1.4804 \$72,469 \$47,42736	1.5054 \$73,693 \$48,22840	1.5337 \$75,078 \$49,13482	1.5620 \$76,463 \$50,04123	1.6266 \$79,626 \$52,11126	1.6571 \$81,119 \$53,08835	1.7228 \$84,335 \$55,19306	1.7610 \$86,205 \$56,41689	1.8000 \$88,116 \$57,66754
12				1.5754 \$77,119 \$50,47055	1.6040 \$78,519 \$51,38678	1.6722 \$81,858 \$53,57199	1.7032 \$83,375 \$54,56479	1.7726 \$86,773 \$56,78861	1.8120 \$88,701 \$58,05039	1.8523 \$90,673 \$59,34097
13					1.6460 \$80,575 \$52,73233	1.7178 \$84,090 \$55,03272	1.7493 \$85,632 \$56,04189	1.8224 \$89,211 \$58,38416	1.8630 \$91,198 \$59,68456	1.9045 \$93,230 \$61,01440
14						1.7634 \$86,322 \$56,49346	1.7954 \$87,889 \$57,51898	1.8722 \$91,648 \$59,97906	1.9140 \$93,695 \$61,31872	1.9567 \$95,786 \$62,68717
15							1.8415 \$90,146 \$58,99607	1.9220 \$94,086 \$61,57461	1.9650 \$96,191 \$62,95223	2.0090 \$98,343 \$64,36060
16									2.0160 \$98,688 \$64,58639	2.0710 \$101,380 \$66,34817

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Stipend of \$1,000 a year for certified employees who provide up to 40 hours of translation/interpretation services per contract year, beginning in 2024-25
BA+120 column granted only to those having a Master's degree.
Doctorate column granted only to those having a verified Doctor's degree.

BEND-LA PINE PUBLIC SCHOOL CERTIFIED SALARY SCHEDULE 2024-25

190 Day Schedule

Schedule Reflects 4.15% COLA Increase from 2023-24

STEP	A BA	B BA+15	C BA+30	D BA+45	E BA+60	F BA+75/MA	G BA+90/MA+15	H BA+105/MA+30	I BA+120/MA+45	J Doctorate
1	1.041 \$49,144 \$32,33158	1.0664 2.44% \$50,344 \$33,12105	1.0914 2.34% \$51,524 \$33,89737	1.1167 2.32% \$52,718 \$34,68290	1.1420 2.27% \$53,913 \$35,46908	1.1706 2.50% \$55,263 \$36,35724	1.1961 2.18% \$56,467 \$37,14934	1.2248 2.40% \$57,821 \$38,04013	1.2510 2.14% \$59,058 \$38,85395	1.2778 2.14% \$60,322 \$39,68553
2	1.082 \$51,080 \$33,60526	1.1078 2.38% \$52,298 \$34,40658	1.1328 2.26% \$53,478 \$35,18290	1.1584 2.26% \$54,687 \$35,97829	1.1840 2.21% \$55,895 \$36,77303	1.2162 2.72% \$57,415 \$37,77303	1.2422 2.14% \$58,643 \$38,58092	1.2746 2.61% \$60,172 \$39,58684	1.3020 2.15% \$61,466 \$40,43816	1.3300 2.15% \$62,787 \$41,30724
3	1.123 \$53,016 \$34,87895	1.1492 2.33% \$54,252 \$35,69211	1.1742 2.18% \$55,433 \$36,46908	1.2001 2.21% \$56,655 \$37,27303	1.2260 2.16% \$57,878 \$38,07763	1.2618 2.92% \$59,568 \$39,18947	1.2883 2.10% \$60,819 \$40,01250	1.3244 2.80% \$62,523 \$41,13355	1.3530 2.16% \$63,874 \$42,02237	1.3822 2.16% \$65,253 \$42,92961
4	1.164 \$54,951 \$36,15197	1.1906 2.29% \$56,206 \$36,97763	1.2156 2.10% \$57,387 \$37,75461	1.2418 2.16% \$58,624 \$38,56842	1.2680 2.11% \$59,861 \$39,38224	1.3074 3.11% \$61,721 \$40,60592	1.3344 2.07% \$62,996 \$41,44474	1.3742 2.98% \$64,874 \$42,68026	1.4040 2.17% \$66,281 \$43,60592	1.4344 2.17% \$67,719 \$44,55197
5	1.205 \$56,886 \$37,42500	1.2320 2.24% \$58,161 \$38,26382	1.2570 2.03% \$59,342 \$39,04079	1.2835 2.11% \$60,593 \$39,86382	1.3100 2.06% \$61,844 \$40,68684	1.3530 3.28% \$63,874 \$42,02237	1.3805 2.03% \$65,171 \$42,87566	1.4240 3.15% \$67,225 \$44,22697	1.4550 2.18% \$68,689 \$45,19013	1.4867 2.18% \$70,184 \$46,17368
6	1.246 \$58,822 \$38,69868	1.2734 2.20% \$60,116 \$39,55000	1.2984 1.96% \$61,296 \$40,32632	1.3252 2.06% \$62,561 \$41,15855	1.3520 2.02% \$63,826 \$41,99079	1.3986 3.45% \$66,026 \$43,43816	1.4266 2.00% \$67,348 \$44,30790	1.4738 3.31% \$69,576 \$45,77368	1.5060 2.18% \$71,097 \$46,77434	1.5389 2.18% \$72,650 \$47,79605
7	1.287 \$60,758 \$39,97237	1.3148 2.16% \$62,070 \$40,83553	1.3398 1.90% \$63,250 \$41,61184	1.3669 2.02% \$64,529 \$42,45329	1.3940 1.98% \$65,809 \$43,29540	1.4442 3.60% \$68,179 \$44,85461	1.4727 1.97% \$69,524 \$45,73947	1.5236 3.46% \$71,927 \$47,32040	1.5570 2.19% \$73,504 \$48,35790	1.5911 2.19% \$75,116 \$49,41842
8	1.328 \$62,693 \$41,24540	1.3562 2.12% \$64,025 \$42,12171	1.3812 1.84% \$65,205 \$42,89803	1.4086 1.98% \$66,498 \$43,74868	1.4360 1.95% \$67,792 \$44,60000	1.4898 3.75% \$70,332 \$46,27105	1.5188 1.95% \$71,701 \$47,17171	1.5734 3.59% \$74,278 \$48,86711	1.6080 2.20% \$75,912 \$49,94211	1.6434 2.20% \$77,581 \$51,04013
9	1.369 \$64,629 \$42,51908	1.3976 2.09% \$65,979 \$43,40724	1.4226 1.79% \$67,159 \$44,18355	1.4503 1.95% \$68,467 \$45,04408	1.4780 1.91% \$69,775 \$45,90461	1.5354 3.88% \$72,484 \$47,68684	1.5649 1.92% \$73,877 \$48,60329	1.6232 3.73% \$76,629 \$50,41382	1.6590 2.21% \$78,320 \$51,52632	1.6956 2.21% \$80,047 \$52,66250
10	1.410 \$66,564 \$43,79211	1.4390 2.06% \$67,934 \$44,69342	1.4640 1.74% \$69,114 \$45,46974	1.4920 1.91% \$70,436 \$46,33947	1.5200 1.88% \$71,757 \$47,20855	1.5810 4.01% \$74,637 \$49,10329	1.6110 1.90% \$76,053 \$50,03487	1.6730 3.85% \$78,980 \$51,96053	1.7100 2.21% \$80,727 \$53,10987	1.7478 2.21% \$82,513 \$54,28487
11		1.4804 \$69,888 \$45,97895	1.5054 1.69% \$71,068 \$46,75526	1.5337 1.88% \$72,404 \$47,63421	1.5620 1.85% \$73,740 \$48,51316	1.6266 4.14% \$76,790 \$50,51974	1.6571 1.88% \$78,229 \$51,46645	1.7228 3.96% \$81,331 \$53,50724	1.7610 2.22% \$83,135 \$54,69408	1.8000 2.22% \$84,978 \$55,90658
12				1.5754 \$74,373 \$48,92961	1.6040 1.82% \$75,723 \$49,81776	1.6722 4.25% \$78,943 \$51,93618	1.7032 1.85% \$80,406 \$52,89868	1.7726 4.07% \$83,682 \$55,05395	1.8120 2.22% \$85,542 \$56,27763	1.8523 2.22% \$87,444 \$57,52895
13					1.6460 \$77,705 \$51,12171	1.7178 4.36% \$81,095 \$53,35197	1.7493 1.83% \$82,582 \$54,33026	1.8224 4.18% \$86,033 \$56,60066	1.8630 2.23% \$87,950 \$57,86184	1.9045 2.23% \$89,909 \$59,15066
14						1.7634 \$83,248 \$54,76842	1.7954 1.81% \$84,759 \$55,76250	1.8722 4.28% \$88,384 \$58,14737	1.9140 2.23% \$90,358 \$59,44605	1.9567 2.23% \$92,375 \$60,77303
15							1.8415 \$86,935 \$57,19408	1.9220 4.37% \$90,735 \$59,69408	1.9650 2.24% \$92,765 \$61,02961	2.0090 2.24% \$94,841 \$62,39540
16									2.0160 \$95,173 \$62,61382	2.0710 2.73% \$97,770 \$64,32237

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Stipend of \$1,000 a year for certified employees who provide up to 40 hours of translation/interpretation services per contract year, beginning in 2024-25!
BA+120 column granted only to those having a Master's degree.

BEND-LA PINE PUBLIC SCHOOLS CERTIFIED SALARY SCHEDULE 2023-24

190 Day Schedule

Reflects 6.2% COLA Increase from 2022-23 Schedule

STEP	A BA	B BA+15	C BA+30	D BA+45	E BA+60	F BA+75/MA	G BA+90/MA+15	H BA+105/MA+30	I BA+120/MA+45	J Doctorate
1	1.041 \$47,186 \$31.04342	1.0664 \$48,338 \$31.80132	1.0914 \$49,471 \$32.54671	1.1167 \$50,618 \$33.30132	1.1420 \$51,764 \$34.05526	1.1706 \$53,061 \$34.90855	1.1961 \$54,217 \$35.66908	1.2248 \$55,517 \$36.52434	1.2510 \$56,705 \$37.30592	1.2778 \$57,918 \$38.10395
2	1.082 \$49,045 \$32.26645	1.1078 \$50,214 \$33.03553	1.1328 \$51,347 \$33.78092	1.1584 \$52,508 \$34.54474	1.1840 \$53,668 \$35.30790	1.2162 \$55,128 \$36.26842	1.2422 \$56,306 \$37.04342	1.2746 \$57,775 \$38.00987	1.3020 \$59,017 \$38.82697	1.3300 \$60,285 \$39.66118
3	1.123 \$50,903 \$33.48882	1.1492 \$52,091 \$34.27040	1.1742 \$53,224 \$35.01579	1.2001 \$54,398 \$35.78816	1.2260 \$55,572 \$36.56053	1.2618 \$57,195 \$37.62829	1.2883 \$58,396 \$38.41842	1.3244 \$60,032 \$39.49474	1.3530 \$61,328 \$40.34737	1.3822 \$62,653 \$41.21908
4	1.164 \$52,762 \$34.71184	1.1906 \$53,967 \$35.50461	1.2156 \$55,100 \$36.25000	1.2418 \$56,288 \$37.03158	1.2680 \$57,476 \$37.81316	1.3074 \$59,262 \$38.98816	1.3344 \$60,485 \$39.79276	1.3742 \$62,289 \$40.97961	1.4040 \$63,640 \$41.86842	1.4344 \$65,020 \$42.77632
5	1.205 \$54,619 \$35.93355	1.2320 \$55,844 \$36.73947	1.2570 \$56,977 \$37.48487	1.2835 \$58,178 \$38.27500	1.3100 \$59,379 \$39.06513	1.3530 \$61,328 \$40.34737	1.3805 \$62,574 \$41.16711	1.4240 \$64,547 \$42.46513	1.4550 \$65,952 \$43.38947	1.4867 \$67,388 \$44.23421
6	1.246 \$56,478 \$37.15658	1.2734 \$57,720 \$37.97368	1.2984 \$58,854 \$38.71974	1.3252 \$60,068 \$39.51842	1.3520 \$61,283 \$40.31776	1.3986 \$63,395 \$41.70724	1.4266 \$64,665 \$42.54276	1.4738 \$66,804 \$43.95000	1.5060 \$68,264 \$44.91053	1.5389 \$69,755 \$45.89145
7	1.287 \$58,337 \$38.37961	1.3148 \$59,597 \$39.20855	1.3398 \$60,730 \$39.95395	1.3669 \$61,958 \$40.76184	1.3940 \$63,187 \$41.57040	1.4442 \$65,462 \$43.06711	1.4727 \$66,754 \$43.91711	1.5236 \$69,061 \$45.43487	1.5570 \$70,575 \$46.43092	1.5911 \$72,122 \$47.44868
8	1.328 \$60,195 \$39.60197	1.3562 \$61,474 \$40.44342	1.3812 \$62,607 \$41.18882	1.4086 \$63,849 \$42.00592	1.4360 \$65,091 \$42.82303	1.4898 \$67,529 \$44.42697	1.5188 \$68,844 \$45.29211	1.5734 \$71,319 \$46.92040	1.6080 \$72,887 \$47.95197	1.6434 \$74,490 \$49.00658
9	1.369 \$62,054 \$40.82500	1.3976 \$63,350 \$41.67763	1.4226 \$64,483 \$42.42303	1.4503 \$65,739 \$43.24934	1.4780 \$66,994 \$44.07500	1.5354 \$69,596 \$45.78684	1.5649 \$70,933 \$46.66645	1.6232 \$73,576 \$48.40526	1.6590 \$75,199 \$49.47303	1.6956 \$76,857 \$50.56382
10	1.410 \$63,912 \$42.04737	1.4390 \$65,227 \$42.91250	1.4640 \$66,360 \$43.65790	1.4920 \$67,629 \$44.49276	1.5200 \$68,898 \$45.32763	1.5810 \$71,663 \$47.14671	1.6110 \$73,023 \$48.04145	1.6730 \$75,833 \$49.89013	1.7100 \$77,510 \$50.99342	1.7478 \$79,225 \$52.12171
11		1.4804 \$67,103 \$44.14671	1.5054 \$68,236 \$44.89211	1.5337 \$69,519 \$45.73618	1.5620 \$70,802 \$46.58026	1.6266 \$73,730 \$48.50658	1.6571 \$75,112 \$49.41579	1.7228 \$78,091 \$51.37566	1.7610 \$79,822 \$52.51447	1.8000 \$81,592 \$53.67895
12				1.5754 \$71,409 \$46.97961	1.6040 \$72,706 \$47.83290	1.6722 \$75,797 \$49.86645	1.7032 \$77,202 \$50.79079	1.7726 \$80,348 \$52.86053	1.8120 \$82,134 \$54.03553	1.8523 \$83,960 \$55.23684
13					1.6460 \$74,609 \$49.08487	1.7178 \$77,864 \$51.22632	1.7493 \$79,292 \$52.16579	1.8224 \$82,605 \$54.34540	1.8630 \$84,446 \$55.55658	1.9045 \$86,327 \$56.79408
14						1.7634 \$79,931 \$52.58618	1.7954 \$81,381 \$53.54013	1.8722 \$84,863 \$55.83092	1.9140 \$86,757 \$57.07697	1.9567 \$88,694 \$58.35132
15							1.8415 \$83,471 \$54.91513	1.9220 \$87,120 \$57.31579	1.9650 \$89,069 \$58.59803	2.0090 \$91,062 \$59.90921
16									2.0160 \$91,381 \$60.11908	2.0710 \$93,874 \$61.75921

National Board Certification for teacher receives \$2,500 extra

National Board Certification for Psychologists receive \$2,500 extra

National Board Certification for School Nurses receive \$2,500 extra

National Board Certification for School Counselors receive \$2,500 extra

National Board Certification for Speech Pathologist receive \$2,500 extra

Stipend of \$1,000 a year for certified employees who provide up to 40 hours of translation/interpretation services per contract year, beginning in 2024-25

BA+120 column granted only to those having a Master's degree.

Doctorate column granted only to those having a verified Doctor's degree.

APPENDIX B

BEND-LA PINE PUBLIC SCHOOLS

ASSOCIATED HEALTH PROFESSIONALS SALARY SCHEDULE 2026-27

Reflects 3.25% Cola Increase from 2025-26

191 Day Schedule

STEP	INDEX	2026-27	2026-27 w /Doctorate
1	1.0679	\$67,525	\$69,044
2	1.1359	\$71,821	\$73,437
3	1.2038	\$76,117	\$77,830
4	1.2718	\$80,414	\$82,223
5	1.3397	\$84,710	\$86,616
6	1.4077	\$89,007	\$91,009
7	1.4756	\$93,302	\$95,401
8	1.5436	\$97,597	\$99,793
9	1.6115	\$101,894	\$104,187

Step 9 indexed to 2.0160 of the 190-day Certified Salary Schedule base salary
Doctorate column has a 2.25% index

ASSOCIATED HEALTH PROFESSIONALS SALARY SCHEDULE 2025-26

Reflects 3.15% Cola Increase from 2024-25

191 Day Schedule

STEP	INDEX	2025-26	2025-26 w/ Doctorate
1	1.0679	\$65,399	\$66,871
2	1.1359	\$69,560	\$71,125
3	1.2038	\$73,722	\$75,380
4	1.2718	\$77,883	\$79,635
5	1.3397	\$82,044	\$83,890
6	1.4077	\$86,205	\$88,145
7	1.4756	\$90,365	\$92,398
8	1.5436	\$94,525	\$96,652
9	1.6115	\$98,687	\$100,907

Step 9 indexed to 2.0160 of the 190-day Certified Salary Schedule base salary
Doctorate column has a 2.25% index

BEND-LA PINE PUBLIC SCHOOLS

ASSOCIATED HEALTH PROFESSIONALS SALARY SCHEDULE 2024-25

Reflects 4.15% Cola Increase from 2023-24

190 Day Schedule

STEP	INDEX	2024-25	2024-25 w/Doctorate
1	1.0679	\$63,070	\$64,490
2	1.1359	\$67,083	\$68,593
3	1.2038	\$71,096	\$72,696
4	1.2718	\$75,109	\$76,799
5	1.3397	\$79,122	\$80,902
6	1.4077	\$83,135	\$85,005
7	1.4756	\$87,147	\$89,108
8	1.5436	\$91,159	\$93,210
9	1.6115	\$95,172	\$97,313

Step 9 indexed to 2.0160 of the 190-day Certified Salary Schedule base salary
Doctorate column has a 2.25% index

ASSOCIATED HEALTH PROFESSIONALS SALARY SCHEDULE 2023-24

Reflects 6.2% Cola Increase from 2022-23

190 Day Schedule

STEP	INDEX	2023-24	2023-24 w/Doctorate
1	1.0679	\$60,557	\$61,920
2	1.1359	\$64,410	\$65,860
3	1.2038	\$68,263	\$69,799
4	1.2718	\$72,116	\$73,739
5	1.3397	\$75,969	\$77,678
6	1.4077	\$79,822	\$81,618
7	1.4756	\$83,675	\$85,558
8	1.5436	\$87,527	\$89,496
9	1.6115	\$91,380	\$93,436

Step 9 indexed to 2.0160 of the 190-day Certified Salary Schedule base salary
Doctorate column has a 2.25% index

APPENDIX C

BEND-LA PINE PUBLIC SCHOOLS

EXTRA DUTY SALARY SCHEDULE 2026-27

Reflects 3.25% Cola Increase from 2025-26 Schedule*

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$6,256	\$6,529	\$6,854	\$7,151	\$7,448	\$7,744	\$8,042	\$8,339	\$8,643	\$8,933	\$9,232
A	\$5,591	\$5,854	\$6,123	\$6,383	\$6,651	\$6,918	\$7,181	\$7,447	\$7,717	\$7,981	\$8,243
B	\$4,918	\$5,154	\$5,385	\$5,619	\$5,853	\$6,083	\$6,316	\$6,554	\$6,788	\$7,025	\$7,255
C	\$4,025	\$4,215	\$4,405	\$4,596	\$4,789	\$4,981	\$5,170	\$5,362	\$5,555	\$5,749	\$5,936
D	\$3,129	\$3,276	\$3,427	\$3,580	\$3,722	\$3,875	\$4,025	\$4,174	\$4,313	\$4,470	\$4,617
E	\$2,682	\$2,813	\$2,948	\$3,067	\$3,198	\$3,326	\$3,454	\$3,587	\$3,716	\$3,845	\$3,974
F	\$1,569	\$1,640	\$1,715	\$1,788	\$1,866	\$1,943	\$2,011	\$2,084	\$2,162	\$2,231	\$2,309

EXTRA DUTY SALARY SCHEDULE 2025-26

Reflects 3.15% Cola Increase from 2024-25 Schedule*

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$6,059	\$6,323	\$6,639	\$6,925	\$7,213	\$7,500	\$7,789	\$8,077	\$8,371	\$8,652	\$8,941
A	\$5,415	\$5,670	\$5,930	\$6,182	\$6,442	\$6,701	\$6,955	\$7,212	\$7,474	\$7,730	\$7,984
B	\$4,763	\$4,991	\$5,215	\$5,442	\$5,669	\$5,892	\$6,117	\$6,348	\$6,575	\$6,804	\$7,027
C	\$3,898	\$4,083	\$4,266	\$4,451	\$4,639	\$4,824	\$5,007	\$5,194	\$5,380	\$5,568	\$5,750
D	\$3,031	\$3,173	\$3,319	\$3,467	\$3,605	\$3,753	\$3,898	\$4,042	\$4,178	\$4,329	\$4,472
E	\$2,597	\$2,724	\$2,855	\$2,971	\$3,098	\$3,221	\$3,345	\$3,474	\$3,599	\$3,724	\$3,849
F	\$1,519	\$1,589	\$1,661	\$1,732	\$1,807	\$1,881	\$1,947	\$2,019	\$2,094	\$2,161	\$2,236

BEND-LA PINE PUBLIC SCHOOLS

EXTRA DUTY STIPEND SCHEDULE 2024-25

Reflects 4.15% Cola Increase from 2023-24 Schedule

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$5,874	\$6,130	\$6,436	\$6,714	\$6,993	\$7,271	\$7,551	\$7,830	\$8,115	\$8,388	\$8,668
A	\$5,250	\$5,497	\$5,749	\$5,993	\$6,245	\$6,496	\$6,743	\$6,992	\$7,246	\$7,494	\$7,740
B	\$4,618	\$4,839	\$5,056	\$5,276	\$5,496	\$5,712	\$5,930	\$6,154	\$6,374	\$6,596	\$6,812
C	\$3,779	\$3,958	\$4,136	\$4,315	\$4,497	\$4,677	\$4,854	\$5,035	\$5,216	\$5,398	\$5,574
D	\$2,938	\$3,076	\$3,218	\$3,361	\$3,495	\$3,638	\$3,779	\$3,919	\$4,050	\$4,197	\$4,335
E	\$2,518	\$2,641	\$2,768	\$2,880	\$3,003	\$3,123	\$3,243	\$3,368	\$3,489	\$3,610	\$3,731
F	\$1,473	\$1,540	\$1,610	\$1,679	\$1,752	\$1,824	\$1,888	\$1,957	\$2,030	\$2,095	\$2,168

EXTRA DUTY STIPEND SCHEDULE 2023-24

Reflects 6.2% Cola Increase from 2022-23 Schedule

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$5,640	\$5,886	\$6,180	\$6,446	\$6,714	\$6,981	\$7,250	\$7,518	\$7,792	\$8,054	\$8,323
A	\$5,041	\$5,278	\$5,520	\$5,754	\$5,996	\$6,237	\$6,474	\$6,713	\$6,957	\$7,195	\$7,432
B	\$4,434	\$4,646	\$4,855	\$5,066	\$5,277	\$5,484	\$5,694	\$5,909	\$6,120	\$6,333	\$6,541
C	\$3,628	\$3,800	\$3,971	\$4,143	\$4,318	\$4,491	\$4,661	\$4,834	\$5,008	\$5,183	\$5,352
D	\$2,821	\$2,953	\$3,090	\$3,227	\$3,356	\$3,493	\$3,628	\$3,763	\$3,889	\$4,030	\$4,162
E	\$2,418	\$2,536	\$2,658	\$2,765	\$2,883	\$2,999	\$3,114	\$3,234	\$3,350	\$3,466	\$3,582
F	\$1,414	\$1,479	\$1,546	\$1,612	\$1,682	\$1,751	\$1,813	\$1,879	\$1,949	\$2,012	\$2,082

APPENDIX D

Virtual Instruction Standard Safety Protocol

Before implementation of synchronous virtual instruction the student's safety plan shall be updated in consideration of the virtual learning environment, including situations when guardian intervention may be required. During instruction, the instructor shall have a copy of the guardian contact, student's physical address during instruction, and applicable health and disability related information easily accessible.

If, during a virtual session, an educator becomes aware of a situation that presents imminent danger and risk of serious bodily injury, the following actions must be taken without delay:

A. Stay Calm and Maintain a Safe Environment

- Maintain the connection with the student until help can be contacted.

B. Contact Emergency Services

- Call **911 immediately** if you believe a student or other individual is at risk of serious harm and immediate intervention is needed.
- Provide as much information as possible.

C. Notify Guardian

- Contact the student's guardian as soon as possible and notify them of the situation, including that first responders have been contacted.

D. District Administrators

- Contact the student's **building administrator** as soon as possible.
- Administrator will document the disciplinary referral in Synergy within 24 hours.

E. District Follow-Up

- The student's district team will review and update the student's safety plan, as necessary

APPENDIX E

Standard Agenda: Workload/Caseload Redistribution Meeting Agenda

Purpose: To collaboratively assess and plan for redistribution of duties due to a certified employee's extended absence.

Convened by: District Level Program Administrator

Participants: Impacted employees, building administrator(s), District Level Program Administrator, union representative (if requested)

1. Welcome and Purpose of Meeting (5 minutes)

- a. Overview of reason for meeting (extended absence: name, role, expected duration)
- b. Statement of goals: transparency, collaboration, support for staff and students, etc.

2. Review of Current Assignments and Impact (10 minutes)

- a. Summary of the absent employee's workload/caseload
- b. Review of current assignments for impacted staff
- c. Discussion of student service delivery implications

3. Available Resources (if applicable) (10 minutes)

- a. Substitutes
 - i. Availability (certified/licensed)
 - ii. Areas of expertise/proficiency
- b. Consult with related service providers for potential training needs (HDESD)
District coaching support
- c. Scheduling flexibility
- d. Supplemental prep and/or paid release time
- e. Temporary reassignment
- f. Redistribution of duties
- g. Documentation/logistical support (e.g., clerical help, billing, progress monitoring, ensuring IEP compliance)

4. Collaborative Discussion and Proposal of Plan (20 minutes)

- a. Feedback from impacted employees
- b. Identification of immediate next steps
- c. Proposed short-term and long-term redistribution plan including ongoing district coaching support

5. Action Items and Follow-Up (5 minutes)

- a. Confirm next steps and responsible parties
- b. Set timeline for check-in or reassessment
- c. Document, in writing, agreements and clarify how adjustments will be communicated

6. Adjourn

EXTRA DUTY PLACEMENT

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

RANGE	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY
AA 14%	Activities Director (+1 block release) Athletic Director (AD receives 2X the AA Rate) Head Basketball Head Football		
A 12.5 %	Band Director Choir Director Drama Director FFA Advisor Head Baseball Head Soccer Head Softball Head Track Head Volleyball Head Wrestling ROTC Orchestra Director	Athletic Director (+1 block release)	
B 11%	Assistant Basketball Assistant Football Head Cheer (HC receives 2X the B rate) Head Skiing Head Swim Head Tennis Head X-Country New Staff Advisor Speech Team Advisor Supt. Student Voice Council Advisor Yearbook Advisor	Activities Director	
C 9%	Assist. Baseball Assist. ROTC Assist. Skiing Assist. Soccer Assist. Softball Assist. Speech Team Advisor Assist. Swim Assist. Tennis Assist. Track Assist. Volleyball Assist. Westling Assist. X-Country Auditorium Manager Chinese Exchange Coord.	Band Director Choir Director Orchestra Director	

	Culinary FBLA or DECA Advisor Head Diving Head Golf Head Robotics LINK Crew Advisor Ticket Mgr.		
D 7%	After School Supervisor Assist. Cheer (AC receives 2X the D rate) Assist. Golf Assist. Robotics Concession Manager Dance Team Director (DTD receives 2X the D rate) Intramural Supervisor Musical Director Unified Sports Advisor	After School Supervisor Head Basketball Head X-Country Head Football Head Track Head Volleyball Head Wrestling Intramural Supervisor	
E 6%	Detention Supervisor	Assist. Basketball Assist. Football Assist Track Assist. Volleyball Assist. Wrestling Assist. X-Country Detention Supervisor Drama Director News Staff Advisor Robotics WEB Coordinator Yearbook Advisor	Music Director OBOB Coordinator Yearbook Coordinator
F	Green Team Advisor	Green Team Advisor	Green Team 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 \$35.24 for the 2023-24 school year and \$36.70 for the 2024-25 school year.
5. If the District holds Saturday School, members assigned to supervise shall be paid at their per diem rate.
6. The percentages in Appendix C have not applied since the 2008 extra duty schedule.

7. HS Musical – Artistic Director and HS Musical – Music Director may each receive a stipend each school year in which one or more musicals are produced.
8. Performing Arts Directors (Band, Choir, Orchestra, Drama) assigned to multiple sites shall receive a full stipend for each site at which they produce a full complement of co-curricular performances, retroactive to the 2024-25 school year.
9. Part-Time Performing Arts Directors (Band, Choir, Orchestra, Drama) shall receive a full stipend if they produce a full complement of co-curricular performances, retroactive to the 2024-25 school year.
10. Two assistant coaches may be hired under a single stipend, which will be divided equally.
11. Extended season stipends will be granted to coaches of OSAA – recognized athletics and activities for competition that extend beyond the regularly scheduled season as follows:
 - a. Stipend: 1/12th of the scheduled pre-season stipend for each partial or full week beyond the regular season, as marked by the first day following the OSAA “cut-off” day for each sport or activity.
 - b. Team sports/activities: Varsity Head and Assistant Coaches
 - c. Individual sports/activities: Once coach for the first nine competitors, and one additional coach for the tenth competitor and every five additional competitors thereafter.

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 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 AGREEMENT #1
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 three hundred eighty-five (385) 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 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.

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 Bend-La Pine Schools:

Dr. Steven Cook

Dr. Steven Cook
Superintendent

06/12/2024

Date

For Bend Education Association:

Sarah Barclay

Sarah Barclay (Jun 12, 2024 10:38 PDT)

Sarah Barclay
Association President

06/12/2024

Date

MEMORANDUM OF AGREEMENT
Curricular Overnight Trips & Outdoor School

This agreement is entered into this 29th Day of January, 2024, by and between Bend-La Pine Schools (hereinafter "District"), and the Bend Education Association (hereinafter "Association") as follows:

The parties agree:

1. This MoA shall apply to the Curricular Overnight Trips and the District's 5th grade Outdoor School program.
2. The stipend provided here will not be applicable to any co-curricular or extracurricular overnight trip in the course of duties for which another stipend applies.
3. Curricular overnight trips require supervisor approval for each staff member participating and receiving a stipend.
4. Regarding Outdoor School, Certified Employees who are interested in attending may inform the District of their interest in providing work for the Outdoor School program; no Certified Employee will be compelled by the District to provide work for the Outdoor School program. Additionally, Certified Employees who choose not to provide work for the Outdoor School program will not be evaluated negatively for that decision.
5. The District will pay each Certified Employee who participates in Curricular Overnight Trips or 5th Grade Outdoor School the sum of Two Hundred Dollars (\$200.00) per overnight stay. The stipend will be subject to associated payroll costs.
6. This agreement applies to the 2023-24 through 2026-27 school years, and shall terminate upon ratification of a successor collective bargaining agreement to the parties' 2023-2027 contract.
7. The parties agree that they have voluntarily executed this agreement, and to the extent required, by authority of their respective boards of directors or membership.

For Bend-La Pine Schools:

Dr. Steven Cook

Dr. Steven Cook
Superintendent

06/12/2024

Date

For Bend Education Association:

Sarah Barclay

Sarah Barclay (Jun 12, 2024 10:38 PDT)

Sarah Barclay
Association President

06/12/2024

Date

2023-27 CBA between Bend-La Pine Schools (BLS) and the Bend Education Association (BEA)
Memorandums

		<u>Executed</u>	<u>Expired</u>
2023-27 BEA MOU	Realms Expeditionary Learning Model and Crew (Art 16.1.3. & 16.2.3.4.)	9/19/24	
2024-27 BEA MOA	Establishment of New Extra Duty Position Pay Rate (Green Team Advisor)	9/24/24	
2024-27 BEA MOA	Establishment of New Extra Duty Position Pay Rate (Juniper ES, Three Rivers K8)	10/29/24	
2024-27 BEA MOA	Establishment of New Extra Duty Position Pay Rate (LINK Crew)	10/29/24	
2024-27 BEA MOA	Establishment of New Extra Duty Position Pay Rate (Superintendent's Student Voice Council)	9/24/24	
2024-25 BEA MOE	Compensatory Time in Proximity to Extended Workdays (Art 16.1.4.)	11/5/24	6/30/25
2024-27 BEA MOE	CTE Experience Cap (Art 13.2.2.)	6/27/24	
2024-25 BEA MOE	Fall 2024 Elementary Conference Schedule (Art 15.1.5.)	9/19/24	6/30/24
2024-27 BEA MOU	Class Coverage Pay (Art 16.1.3.)	9/27/24	
2024-27 BEA MOU	Court Duty Leave (Art 7.6.)	7/1/24	
2024-25 BEA MOU	Part-Time Employee Additional Activities	5/30/24	6/30/25
2024-25 BEA MOA	South County Van Pool Subsidy (2024-25 SY)	12/11/24	6/30/25
2024-27 BEA MOA	Extra Duty - Market Study Negotiations Per CBA	4/17/25	
2025-27 BEA MOA	Sick Leave Increments Adjustment (Art 7.2.)	8/19/25	
2023-27 BEA MOE	Proximity of Compensatory Time to Conference Extended Workdays (Art 16.1.4.)	8/19/25	
2023-27 BEA MOU	23-'27 CBA Reopener & SpEd DTB, Pay Periods (Art 13.3.), School Improvement (Art 15.3.) and Virtual Instruction (Art 18.6)	8/19/25	
<i>DTB - OT</i>	<i>Est. of OT Impact Bargaining, SLP Grievance Settlement</i>	<i>8/19/25</i>	
2025-27 BEA MOU	Admin Discretion Time (Art 16.1.2.2.)	10/2/25	
2025-26 BEA MOA	South County Van Pool Subsidy (2025-26 SY)	10/12/02	6/30/26
2025-26 BEA MOE	Exemption to Art. 6.1.3. - Tuition Reimbursement	12/2/25	6/30/26
2025-26 BEA MOE	Annual Leave Exceptions (Art 7.10.1)	12/2/25	6/30/26
2025-27 BEA MOA	Addition to Middle School Oregon Battle of the Books Advisor to the Extra Duty Schedule	12/2/25	
2025-27 BEA MOA	Addition of Middle School Mariachi Director to the Extra Duty Schedule	1/8/26	
		~~12/2/2025~~	
2025-27 BEA MOU	National Board Stipend Certification List (Art. 13.7.)	2/19/26	
2025-27 BEA MOA	Addition of High School Oregon Battel of the Books Advisor to the Extra Duty Schedule	2/19/26	
2025-27 BEA MOA	Medicaid Documenation	5/5/26	
2025-27 BEA MOA	Virtual Instruction (Art 18.6.)	4/23/26	

as of: 5/11/26

2023-27 BEA CBA REPOPENER

Final Audit Report

2026-05-11

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