

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

*THE*

**BEND EDUCATION ASSOCIATION**

*AND*

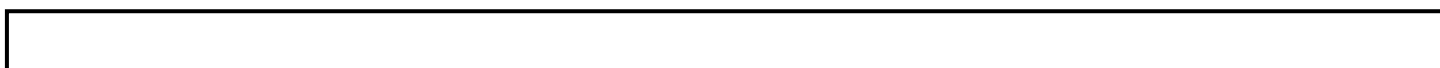
**BEND-LA PINE SCHOOL DISTRICT NO. 1**

**2017-2021**

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## **PREAMBLE**

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

## **ARTICLE 1**

### **STATUS OF AGREEMENT**

- A. The Board recognizes the Association as the sole and exclusive representative for all regular licensed full or part-time (one-half time or more) members of the District (excluding all supervisory, confidential, substitute and part-time members 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 members shall receive fringe benefit coverage in accordance with the provisions of Article 12 after thirty (30) consecutive days of employment, and shall be considered members of the bargaining unit when it is known that their employment will exceed sixty (60) consecutive days during a school year.

- B. Copies of this signed Agreement shall be printed by the District, one to be held by the District and the other to be held by the Association. The District will also distribute copies of the contract to all members.
- C. The term of this Agreement shall be for four (4) years, from July 1, 2017, through June 30, 2021, during which term the parties shall be bound by the provisions of this Agreement. However, the parties have agreed to re-open in year two for years three and four for salary, insurance, and one language item each for the District and the Association.
- D. The Association and the District employees it represents agree not to advocate, recognize or engage in a strike or any other interruption of work or refusal to cross a picket line which is prohibited by Oregon Revised Statutes Chapter 243 or any subsequent amendments thereto. Any member participating in the violation of this paragraph may be disciplined. There will be no lockout of members of the bargaining unit by the District.

## **ARTICLE 2**

### **ASSOCIATION RIGHTS**

- A. After reporting to the building office, the Association or its representative shall have the right to transact official Association business on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school operations.
- B. School rooms or other meeting rooms shall be made available for Association use for matters dealing with the Bend-La Pine Association members and the District as reasonably requested,

without charge to the Association, except that the District may make a reasonable charge when special service is required beyond normal operations.

- C. The Association shall have the right to lawfully use school facilities and equipment at reasonable times when they are not otherwise in use. The use of such facilities and equipment shall be limited to matters dealing with the Association members and the District. The Association shall pay for the cost of all materials and supplies incidental to such use and, in the event the offset printing press is used, shall pay the labor costs and reasonable appreciation incidental thereto.
- D. The Association shall have the right to post notices of activities and matters of concern to Association members and the District on member bulletin boards, at least one of which will be provided in each school building. The Association may make use of the District mail service and members' mailboxes and email for matters dealing with members and involving the Bend-La Pine School District, as set forth in the following paragraphs.

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

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

- E. The Association shall have the right to all available factual information concerning the financial resources of the District that otherwise is public record. The Association shall have the right to all other District information available under the Public Records Act. In addition, the District shall provide, upon request, information necessary to carry out collective bargaining and information of probable or potential relevance to contract management in accordance with ORS 243.672(1) (e) as interpreted by the ERB.
- F. The Association shall have the right to conduct Association business concerning Bend-La Pine members and the District at the conclusion of meetings or during the last part of the scheduled work day. The building representative and the building administrator shall coordinate on when these Association meetings will be held. Building staff members shall also have the opportunity to suggest items for the agenda of faculty meetings in their buildings.
- G. The Association shall have at least two (2) voting members on any committee of thirteen (13) or more members whose purpose it is to interview for a new Superintendent for the District. If said committee has fewer than thirteen (13) members, the Association shall have at least one (1) voting member on the committee.
- H. Members from each building representing the Association as Bend-La Pine faculty representatives shall be released from supervisory duties to engage in Association business which is not detrimental to the District.
- I. Any member participating in a grievance or negotiating meeting with the Board or its representative shall be released from regular duties without loss of salary if such meeting is scheduled during school hours.

- J. At the request of the Association, the District agrees to provide the BEA President a fully paid leave of absence. If this provision is found to be illegal, the parties shall return to the provisions utilized for BEA President leave in the 1998-99 collective bargaining agreement and the applicable Memorandum of Agreement.

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

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

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

### **ARTICLE 3**

#### **DISTRICT RIGHTS**

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

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

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

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

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

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

#### **Section I. DEFINITIONS**

- A. "Grievance" shall mean a complaint by an employee, group of employees, or the Association, as follows:
1. "Contract Grievance" - that there has been to that employee, group of employees, or the Association a violation or inequitable application of any provisions of the contract.
  2. "Policy Grievance" - that the employee, group of employees, or the Association has (have) been treated inequitably by reason of any act or condition which is contrary to established School Board policy or practice governing or affecting employees.
- B. "Class Grievance" - the Association may file a grievance on behalf of a class of employees, where all members of the class are similarly affected by the same alleged violation of the Agreement. In such situations, the Association shall act as the aggrieved party.
- C. "Grievant" is the person, persons, or the Association who has (have) the grievance and is (are) presenting the complaint, also referred to as the complainant. The Association shall designate in writing an individual within the District to act as local grievance contact representative in the filing and handling of grievances which are initiated by the Association itself.
- D. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made and/or the Association and/or the District.
- E. "Representative" is an Association approved individual who may speak for and/or advise the grievant or the Association, or a District approved individual who may speak for and/or advise the District.
- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.
- G. "Binding Arbitration" is a decision by an arbitrator or committee of arbitrators which requires compliance by both parties in interest.
- H. "Days" - The term "days" when used in this article shall, except where otherwise indicated, mean the member contract days, excluding holidays. When a grievance is submitted on or after May 1, the time limit shall consist of calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Effective September 1, the definition of days shall return to member contract days.
- I. "Persons Officially Involved" means the superintendent, the superintendent's representative, the grievant, the grievant's representative and all witnesses.

- J. "Association " - organization representing the certificated personnel which has been elected by a majority vote of the respective employees.

## Section II. GENERAL PROCEDURES

- A. Grievances on Board Policy will stop at Level IV. Board Policy decisions at Level IV will not be subject to binding arbitration.
- B. These procedures should be processed as rapidly as practicable; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- C. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- D. The District recognizes the right of Association to represent certificated personnel below the rank of supervisor. The Association has the authority to represent the grievance at all levels of the grievance procedures. The grievant should be present at the various levels of the grievance procedure. The District will give access to and/or provide copies at cost of all readily available documents as information necessary to process grievances other than documents that are otherwise exempt under Oregon public record statutes and or Federal Privacy Act provisions.
- E. All parties in interest have a right to representatives at each level of these grievance procedures.
- F. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievance. There shall be no retributive action by the Board or any employee of the School District against any person officially involved in the grievance procedures, as that term is defined in Section I of the Grievance Procedure.
- G. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level and an end to the grievance process. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- H. All documents, communications, and records of a grievance will be filed in the School District office separately from the personnel files.
- I. Forms for processing grievances shall be prepared by the superintendent or the superintendent's designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- J. If any member of Association's Grievance Committee is a party in interest to any grievance, that member shall not serve as the Association's grievance representative in the processing of such grievance.



- K. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- L. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.
- M. Written grievances initiated by a grievant pursuant to Section III, Level Two, will either (a) contain the signature of the grievant member or one of a group of grievant members (if a grievance is initiated by a grievant group of employees as defined in the grievance procedure) when initially submitted in writing, or (b) if such signature cannot be obtained by the time deadline for initial filing of a written grievance, such signature will be provided as soon as possible thereafter upon request of the District.
- N. To be timely a request for a meeting at Level One must be made within ten (10) days following the act or condition which is the basis of the grievance, or, if the grievant had no knowledge of the said act or condition at the time it was happening, within ten (10) days of the first such knowledge.

### Section III. LEVELS OF GRIEVANCE

#### Level One - Informal Grievance

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

#### Level Two - Formal Grievance

If the grievant is not satisfied with the informal disposition of the grievance, or if disposition is not made, the grievant may file a written grievance with the immediate supervisor within ten (10) days following the date of the Level One meeting. The written complaint shall contain a clear and concise statement of the grievance, the informal disposition thereof and the reasons why the grievant considers the informal disposition unacceptable. Within ten (10) days of receipt of the written complaint, the immediate supervisor shall communicate his/her decision in writing to the grievant.

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

#### Level Three

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

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

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

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

Level Four

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

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

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

Level Five

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

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

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

Level One - Informal

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

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Level Two - Formal (Written Grievance)

GRIEVANT-----IMMEDIATE SUPERVISOR

Within 10 days of Level 1  
Decision in 10 days  
Appeal to Level 3 in 10 days

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Level Three - Meeting (Appeal)

GRIEVANT-----SUPERINTENDENT

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

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Level Four - Meeting (Appeal)

GRIEVANT-----BOARD OF DIRECTORS

Within 10 days of receipt by Board  
Notice of meeting within 10 days of receipt  
Decision in 10 days. Appeal to Level 5 in 10 days

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Level Five - Binding Arbitration (Contract Grievances Only)

GRIEVANT-----ARBITRATOR

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

**ARTICLE 5**

**COMPLAINT PROCEDURES**

- A. A complaint is negative information about a member received from a third party.
- B. A conference with the member will be held under any of the following circumstances:
  - 1. If the administration intends to make a record in the evaluation report of the complaint;
  - 2. If the administration intends to place a record in the member's personnel file of the complaint or take any disciplinary action;
  - 3. If, in the administration's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference; or
  - 4. If the member learns of a complaint and requests such a conference.
- C. The conference with the member shall be held within fifteen (15) working days after the complaint was made to the administrator unless:
  - 1. Either the member or supervisor is absent, in which case the timeline shall be extended by the period of the absence; or

2. A criminal or child abuse investigation is under way, in which case the District shall not proceed with a member conference until authorized by legal authorities.
- D. At the conference, the specifics of the complaint shall be explained to the member. The administrator will provide the member with the date the complaint was made and the name of the complainant unless the administration is prevented by law from doing so or unless the complainant requests anonymity. If the complaint is in writing, the administrator shall provide a copy of the complaint to the member. If the complainant request 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 member to identify the complainant before providing the written complaint to the member.
- E. The administrator must address the complaint using a fact-finding and/or objective problem-solving focus. However, this shall not prevent the administration from taking disciplinary action after completing an investigation and the procedure set forth in this Article. Anonymous complaints will not form the basis of a record in the member evaluation or disciplinary action against the member unless there is independent evidence or corroboration to sustain the complaint.
- F. If either party (complainant or employee) is dissatisfied with the resolution reached by the administrator, the complaint may be referred to the superintendent or designee. The superintendent or designee will determine if the administrator's resolution is reasonable.
- G. In accordance with Oregon law, if an employee reasonably believes that a conference about a complaint may result in disciplinary action, the employee may request, and be provided an Association approved Association representative at the conference.

## **ARTICLE 6**

### **PROFESSIONAL IMPROVEMENT**

#### **A. TUITION REIMBURSEMENT**

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

1. Tuition shall be reimbursed for coursework related to:

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

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

2. Application for tuition reimbursement must be submitted to the immediate supervisor prior to enrolling in the course. The central office administrator, or designee, in charge of staff development will also review the application and return the decision to the member prior to the first day of the course.

3. Tuition for courses approved under Sections a. and b. above shall be reimbursed at fifty percent (50%) of the actual cost. Reimbursement shall not exceed a maximum of 75% of the cost of the tuition for fifteen (15) quarter units in one year or not more than 75% of the cost of the tuition for twenty-four (24) quarter units in a two-year period at the Oregon University systems average rate for graduate credit. The Oregon University average rate shall be calculated using the rates in effect as of September 1 of the contract year.
4. Any members receiving tuition reimbursement for summer course work will complete their contracted days for the subsequent school year or the reimbursement will be returned to, or withheld by, the District. Any tuition reimbursement for classes completed by the end of the first college term during the school year will not be returned to the District if the member leaves the District after the completion of his/her contract. If such is taken or completed after the end of the first college term and he/she resigns before completing the next full school year, the tuition reimbursed will be returned to or withheld by the District. This provision shall not apply when for physical reasons, or other circumstances beyond his/her control, the employee is incapable of further services. In such cases, the employee shall provide the Superintendent with a statement from a licensed physician.

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

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

## B. PROFESSIONAL DEVELOPMENT

### 1. Building Professional Development Planning

- a. Each school will establish a building professional development planning process led by a team composed of a minimum of three members (at least two of whom are elected by members) and the building principal.
- b. The team will have oversight of the professional development activities at the site and have responsibility to assure that those activities are focused on the school improvement plan.
- c. The team shall oversee scheduling, implementation and ongoing evaluation of any professional development and/or collaborative times in the building to assure the activities are aligned with school improvement goals and are responsive to the needs of the members.
- d. The team in each building shall implement a means of determining the building level professional development needs of the members.

## **ARTICLE 7**

### **LEAVES**

**An asterisk adjacent to a section title indicates that Article 7 Leaves language has been modified. The modified and applicable language is set forth in MOA #4. The MOA #4 containing the modified language is applicable for two contract cycles. The modified Article 7 language contained in MOA #4 will not continue after the second contract cycle unless the language is negotiated to be included in a subsequent contract. The modified portions set forth in MOA #4 are not part of status quo.**

## A. DEFINITIONS

Immediate Family:

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

## B. SICK LEAVE \*

Sick leave may be used for the member's illness/injury and illness/injury of the member's immediate family. Sick leave may be used in increments of four (4) hours.

1. The District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accumulated unused sick leave at retirement shall be applied (on an 8-hour basis) to increase retirement benefits under the Public Employee Retirement System, ORS 237.153.
2. At the option of the District in cases of prolonged illness or suspected abuse, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate

of the member's attending physician that the illness or injury prevents the member from working.

3. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit a member to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the member has completed thirty (30) working days in this District.
4. For purposes of determining retirement benefits, the District shall permit a member to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
5. If, at the beginning of a school year, a member previously employed for at least one (1) school year, is ill and unable to resume his/her teaching duties and such member had unused accumulated sick leave days at the end of the prior school year, that member will be allowed to use such previously accumulated sick leave days while that member remains ill and unable to work.
6. In the event of terminal illness and/or severe injury attested to in writing by a licensed physician that the member will not be returning to his/her assignment for an extended period or by the end of the school year, another member may be given a contract to assume the duties of the classroom member until the ill or injured member returns or until the end of the school year; whichever occurs first.
7. If a member uses his/her full allocation of sick leave and voluntarily terminates employment prior to the end of the work year, all unearned sick leave shall be deducted from that employee's final check.
8. All members shall be notified in writing of their use and accumulation of sick leave from the previous year by the first day of school.

#### C. FMLA/OFLA \*

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

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

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

2. \* Parental Leave: The District shall adhere to the legal guidelines for parental leave as described in ORS 659.360. A member, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement of adopted children under eighteen (18) years of age in the home reduced by any leave used by the other parent. The member may choose to use earned sick leave or the member may choose to be on an unpaid leave or a combination of paid and unpaid time. If an employee elects to take FMLA or OFLA leave to care for a newly born, adopted, or foster-placed child, or qualifying disabled older child, the employee may select one of the two options set out below:
  - a. Sick Leave: If the employee elects to use paid sick leave for the first thirty (30) workdays (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave), upon the passage of thirty (30) days or the exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use as provided in Section I before going on unpaid leave.
  - b. Non-Sick Leave: If the employee elects to not use sick leave, he or she may either use sub-deduct as provided in Section J. 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 member and the District and will be without pay.

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

#### D. BEREAVEMENT LEAVE

Members will be granted up to three (3) days bereavement leave, with full pay, for each death of an immediate family member or member of the employee's household during the school year, in the state. One (1) day of bereavement leave will be granted for others not in the family. Bereavement leave shall not accumulate. An additional two (2) days travel time will be given for out of state travel.

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

#### E. COURT DUTY LEAVE \*

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

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



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

#### F. PROFESSIONAL LEAVE

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

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

#### G. PERSONAL LEAVE \*

1. The District recognizes that a member may need time off for personal reasons. Two (2) working days paid leave of absence may be used as personal leave. If a bargaining unit member works less than ninety-five (95) work days (not including unpaid leave), the District shall provide only one (1) day of personal leave. Personal leave may be used for personal reasons if a qualified substitute is available. Personal leave may also be used for the employee's illness/injury and the illness/injury of the employee's immediate family. Leave must be used in increments of at least four (4) hours.
2. No more than 5% of the bargaining unit members in a school or one (1) bargaining unit member, whichever is greater, may take personal leave on a given day. The immediate supervisor may make exceptions due to unusual or highly extenuating circumstances.
3. Leave shall not be taken during the first week of the students' school year, the last week of the semester/trimester or the last two weeks of the school year. Leave shall not be taken during parent conference days. The immediate supervisor may make exceptions due to unusual or highly extenuating circumstances.
4. The District will not rescind personal leave once approved by the Human Resources Department.
5. As an incentive to minimize usage of personal leave, the District will reimburse teachers for unused personal leave of one (1), one and one-half (1 1/2), or two (2) days at the rate of 75% of the statewide daily substitute teacher pay per day. Such reimbursement shall be in the form of a voucher provided by August 30th to be used in the following school year. The voucher may be used in one of the following three ways:
  - a. Applied towards the out-of-pocket portion of the insurance benefits package.
  - b. For tuition reimbursement in addition to the benefit provided in Article 6 of this Agreement and in conformance with those provisions.
  - c. For payment toward the cost of short-term disability insurance premium.

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

#### H. CATASTROPHIC MEDICAL LEAVE BANK

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

##### 1. Catastrophic Leave Bank Committee

- a. The Committee shall be composed of three (3) Bend Education Association members and three (3) District members.
- b. The Committee shall award or deny a bargaining unit member's request for leave from the Bank.

##### 2. Donation to the Bank:

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

##### 3. Qualifications to apply for Catastrophic Medical Leave:

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

- d. Employee is not receiving Worker's Compensation benefits for the reported illness or injury.

4. Application for Catastrophic Medical Leave:

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

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

I. UNPAID LEAVES OF ABSENCE

1. Annual Leave

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

2. \* Other Salary Deduction Leaves of Absence

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

1. Beyond the period of bereavement leave including for others not in the immediate family.
2. Beyond the period of accumulated sick leave. This provision will be extended up to an additional thirty (30) workdays for the catastrophic illness or injury to the employee.
3. For the illness or injury of a teacher's immediate family member(s).
4. For personal reasons satisfactory to the District.
5. For birth/adoption of a teacher's immediate family member.
6. For emergency medical/dental appointments.

This leave is not accumulative from year to year.

- b. At the discretion of the District, unpaid leaves of absence at full salary deduction may be granted. Examples are:
  1. Beyond the period of accumulated sick leave.
  2. For personal reasons satisfactory to the District.
  3. For the purpose of service as an officer of the OEA/NEA. Assuming a qualified replacement is available, an unpaid leave of absence of one (1) or two (2) years shall be granted for up to two (2) members upon application.
  4. For attendance at non-school related conferences, meetings, retreats, trips or weddings.

#### J. INSURANCE PROGRAM

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

#### K. RETURN FROM LEAVE

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

#### L. EXTENSION AND RENEWALS

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

### **ARTICLE 8**

#### **EMPLOYMENT STATUS**

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

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

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

## **ARTICLE 9**

### **ASSIGNMENTS AND TRANSFERS**

- A. In acting on applications for voluntary transfer to an available posted position, the District shall apply the following criteria:
  1. Individual qualifications including, but not limited to, certification.
  2. Instructional requirements for the grades, subjects, buildings and assignments in the member's current position and the position for which the member has applied.
  3. Staff continuity for evaluation purposes and staff availability and experience mix for the member's current position and the position for which the member has applied.
  4. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the District.
- B. Positions that are open in the District will be posted on-line at the District's website. Any member desiring a transfer to another posted position shall submit a completed Request for Transfer form. This form may be submitted either in person or electronically for consideration. An original copy shall be filed with the central office administrator in charge of Human Resources. The application shall set forth the reasons for transfer; the school, grade level, subject or assignment sought; and the applicant's academic qualifications. Applicants with contract status for the upcoming school year will be granted an interview for a vacant position if they request an interview within the deadline for applying as stated in the posting. Probationary employees may apply but are not guaranteed an interview.
- C. If requested by the member, the administrator in charge shall provide a written statement of the reasons for the denial of a transfer request.
- D. Members will be informed as of the last workday of a school year of their assignment for the following year to the extent to which this is possible. This shall not preclude the District from making further changes during the summer for reasons such as resignation, leave requests, changes in enrollment or other similar reasons as determined by the District. If a member's assignment is changed, the member will be notified of the revised assignment as soon as the decision has been made.
- E. Members will be notified in writing as soon as practically possible of any involuntary change in assignment or transfer. Members will also be notified of the reasons for the transfer and may request

a meeting with the administrator in charge to discuss these reasons. Members who are transferred during the school year will be provided two (2) paid workdays or two (2) extended contract days to prepare for their new assignment.

A member who has been involuntarily transferred may, during the following twenty-seven (27) months, ask that special notation of his/her involuntary transfer be included on the information sent to the interviewers for the position.

- F. Filling of vacancies in non-bargaining unit supervisory positions is the sole responsibility of the District. The District, however, supports the basic policy of promoting from within among qualified employees and to that extent, encourages its teaching staff to indicate their interest in being considered for supervisory positions. A member who is transferred to an administrative, supervisory or executive position from the District and thereafter is returned by the District to teaching status shall be entitled to retain such rights as he/she may have accrued under this Agreement as of the time he/she accepted a non-bargaining unit position with the District.

## **ARTICLE 10**

### **REDUCTION IN FORCE AND RECALL**

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

- B. Criteria for Reduction in Force and Recall:

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

1. Certification required for remaining positions.
2. Length of service with the District.
3. Competence
4. Merit

- C. Definitions of Criteria for Reduction in Force:

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

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

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

2. Competence

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

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

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

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

K-5 with proper license or subject matter endorsement

Grades 5 -8 with proper license or subject matter endorsement

Grades 8-12 with proper license or subject matter endorsement

Special education endorsement areas K-12

Counselors (K-12)

Instrumental music (band K-12)

Instrumental music (strings K-12)

Vocal music (K-12)

General music (K-6)

Physical education (K-12)

Library (K-12)

Foreign language (K-12)

English Language Learner (K-12)

Language Immersion (K-8)

4. Merit is defined as a measurement of one member's ability and effectiveness against the ability and effectiveness of another member. The merit shall be determined on the basis of

materials in the member's personnel file and the professional judgment of the supervisors of those members being considered for layoff.

D. Application of Criteria for Reduction in Force

1. The District shall make every reasonable effort to transfer permanent members of classes scheduled to be discontinued to other positions for which they are qualified and properly certified. Qualifications shall be determined on the basis of competency and merit as defined above.
2. After application of 1 above (and assuming affirmative action requirements have otherwise been met as may be required by law), necessary reductions in force shall be based on length of service, competency and merit. If the District decided to retain a member with less service than a member being laid off, the District shall determine that the member being retained has more competency or merit than the member who is released.
3. An administrator shall retain status and length of service as a permanent member in the District and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who has never been employed as a non-administrative member in the District shall not be eligible to become a non-administrative member in the District if the effect is to displace a non-administrative permanent member.

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

First day of actual service in a bargaining unit position

Certification

Current assignment

F. Recall

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



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

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

## **ARTICLE 11**

### **DUES AND PAYROLL DEDUCTION**

- A. Any member who is a member of the Association or who has applied for membership, may sign and deliver personally, or through the Association to the District, an assignment authorizing deductions of membership dues. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-eleventh (1/11) of such dues from the second regular salary check of the member each month for eleven (11) months, beginning in October and ending in August of each year. Deductions for member who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August.
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Association and to the District and delivered prior to the first day of the month of October of any year.
- C. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the Association, within ten (10) calendar days after the monthly salary check has been received by employees of the District. The Association agrees promptly to advise the Superintendent of all members of the Association in good standing from time to time and to furnish any other information needed by the Superintendent to fulfill the provisions of this article and not otherwise readily available to the District.

## **ARTICLE 12**

### **BENEFITS**

#### **A. AVAILABLE INSURANCE BENEFITS**

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

#### **B. INSURANCE PREMIUMS**

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

#### **C. FRINGE BENEFITS**

1. For insurance effective October 1, 2017, the District will contribute \$1,252.50 per month for each full-time member unless the employee agrees to a reduced contribution toward the insurance premium. For insurance effective October 1, 2018, the District will contribute \$1,282.50 per month for each full-time member unless the employee agrees to a reduced contribution toward the insurance premium.
2. For employees working at least half time but less than full time, the District shall contribute an amount for insurance equal to the employee's percentage FTE times the amount of the District's contribution for full-time employees.
3. Insurance plans and carriers offered to members shall be selected by the Association from the Oregon Educators Benefits Board. Changes in plans and/or carriers for the duration of this Agreement shall be by mutual agreement between the parties. The benefit plan shall include the following coverage:
  - i. Medical/Pharmacy
  - ii. Dental w/ Orthodontia
  - iii. Vision
4. The District shall provide a long-term disability plan as selected by the Association. The long-term disability premium shall be paid by the employee, after taxes, and not be eligible for Section 125.
5. The District shall facilitate employee participation in a Section 125 Plan. The District shall pay any fees for the plan which administers the premium out-of-pocket deductions. The employee shall pay any fees for the plan which administers deductions for child care and/or reimbursable medical expenses.

#### **D. STATE INDUSTRIAL**

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

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

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

E. **LENGTH OF COVERAGE**

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

**ARTICLE 13**

**PROFESSIONAL COMPENSATION**

A. **SALARY SCHEDULE**

The basic salaries and extra duty salaries of members covered by this Agreement for 2017-2018 and 2018-19 are set forth in Appendices A & B.

B. **EXPERIENCE CREDIT**

1. Successful applicants for teaching positions will be given credit for teaching experience gained elsewhere. The amount of credit depends upon a number of factors, including size of school system in which the previous experience was gained, the subject taught, whether the teaching was done in years immediately preceding the present application and so on. In no case will applicants be credited with more years of teaching experience than they have actually taught.
2. The District may also grant experience credit on the salary schedule to successful applicants for teaching positions in state approved professional technical programs for verified full-time work experience in the industry field directly related to the professional technical program in which the applicant will teach. Generally, the applicant will receive one (1) year of experience credit for two (2) years of applicable work in the field, not to exceed a maximum of ten (10) years of experience credit.
3. The equivalent of ninety-five (95) contracted days worked during the school year is necessary to accumulate a year's teaching experience on the salary schedule.

C. **PAY PERIODS**

Members' salaries are paid on a twelve (12) month basis, the year extending from September 1, to August 31. One-twelfth (1/12th) of the annual salary will be due and payable each month during the school year. The June, July, and August check will be issued at the close of school. However, members on nine and one-half (9-1/2) month contracts may have the August check held until they report for duty in the fall. Members not returning to the District for the succeeding year will be paid in full when they are released at the close of the school term. Monthly checks will be available in the school buildings or work centers on the last working day of each month. Members may also

select a direct deposit option to have their monthly check electronically transferred to their bank account. If such selection is made, the electronic transfer shall occur by the last working day of each month. The June, July, and August checks shall be electronically deposited on the same timeline as currently provided for normal payroll. In the event of the termination of a member's contract, the District will compute the amount due to the member at a daily rate based upon the current school calendar for each day the member has been on duty. Any balance due the member will be paid to the member or those designated to receive this sum.

D. RETIREMENT CONTRIBUTION

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

E. EXTRA DUTY SCHEDULE

Extra duty assignments and salaries are covered by Appendix B.

F. EXTENDED CONTRACTS

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

G. ADVANCED CERTIFICATION PAY

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

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

## **ARTICLE 14**

### **OTHER COMPENSATIONS**

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

## **ARTICLE 15**

### **WORK YEAR**

The regular work year will not exceed 190 days, including:

- A. Five workdays:
  - 1. Two days prior to the first student contact day.
  - 2. One-half day at the end of the first and third quarter for school grading on a quarterly system.
  - 3. Members shall have a full workday to prepare report cards at the end of each trimester or semester.
  - 4. Members may be released early on the last work day with supervisor's written approval.
- B. Five legal school holidays.
- C. When time for collaboration and professional development is scheduled by means of early release or late start days, a process will be established in each building to assure that approximately fifty percent (50%) of the available time is used for the purpose of member collaboration or smaller group planning. Professional development scheduled on these days will not exceed approximately ninety (90) minutes.
- D. Part-time members' obligations to attend in-service and/or collaborative late start or early release days shall be prorated as per their FTE and as approved by their principal.

- E. Four (4) early release days (School Improvement Wednesdays) will be allocated for individual member work time for preparation and planning to be determined by level (elementary, middle school, high school).

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

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

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

## **ARTICLE 16**

### **TEACHING HOURS**

- A. A member's normal day for instructional duties shall be eight (8) hours. The workday shall include:
1. Not less than a thirty (30) minute duty-free lunch period during which members may leave the building without permission. The length of lunch in schools with more than one lunch period shall be the same. The lunch period shall not be reduced by passing time.
  2. Middle Schools and Senior High Schools:
    - a. No more than 300 minutes of student instructional time.
    - b. Not less than one (1) daily preparation time equal in length to a normal class period.
  3. Elementary Schools:
    - a. A minimum of 270 minutes preparation time per week including a period of at least thirty (30) minutes duration per day, uninterrupted, within the student day for grades K-5. The thirty (30) minutes prep for half-day session Kindergarten teachers may be scheduled before or after the student day. Within the 270 minutes per week there shall be a minimum of two (2) forty-five (45) minute uninterrupted preparation periods and one (1) thirty (30) minute uninterrupted period within the employee workday per week.
    - b. Not less than one (1) fifteen (15) minute duty-free relief period for grades K-5. A second fifteen (15) minute relief period shall be scheduled for grade K-2 teachers, however, supervision of this period may be required on a rotational basis by the teachers. The relief periods shall not be reduced by "passing time".
    - c. If due to lack of revenue it becomes necessary for elementary teachers to teach specialist areas, the instructional time for elementary teachers may be increased. The District agrees to notify the Association not less than thirty (30) days prior to this increase and agrees to discuss if and how lost preparation time might be rescheduled within the workday.
  4. A regularly scheduled amount of time before and after the pupils' day at each school.

- B. If the District authorizes a teacher to supervise any other class(es) beyond that teacher's normal assignment due to the unavailability of a substitute, thereby interfering with or causing loss of the teacher's designated preparation period, the teacher shall be paid at the teacher's hourly per diem rate.
- C. The District may adjust the normal workday for inservice, parent conferences and curriculum work. After conferring with the Association, the District may modify the normal workday for purposes of parent teacher conferences by extending the workday on a given day as long as equal time is scheduled as comp time in close proximity to the longer day.
- D. If district-wide or grade level/department meetings occur outside or extend beyond the regular workday and the work hours have not been adjusted, then attendance by employees is voluntary. Employees are free to leave the meeting at the conclusion of their work hours. Upon request of employees, the District agrees to provide all pertinent information to the certificated employees who leave the meeting prior to the conclusion of the meeting. As a professional courtesy and when possible, an employee will endeavor to give prior notice to the appropriate person of a need to leave before the conclusion of the meeting.

## **ARTICLE 17**

### **JUST CAUSE**

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

#### **Representation**

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

## **ARTICLE 18**

### **SPECIAL INSTRUCTION, AND CLASSROOM MANAGEMENT**

#### **A. SPECIAL INSTRUCTION**

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

**B. CLASSROOM MANAGEMENT**

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

- C. The Safe Schools Task Force shall include at least a BEA representative, a member, and an administrator. The task force shall annually review and establish, if needed, procedures related to school safety and communication to members which will provide for a uniform awareness by staff throughout the District of students who pose a threat to disrupt the educational environment.

**ARTICLE 19**

**PERSONNEL FILES**

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



## **ARTICLE 20**

### **EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of both the parties in a written amendment.
- B. Should an article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause. The parties will meet within thirty (30) days to renegotiate any article, section, or clause declared illegal.
- C. Any contract between the Board and an individual member shall be expressly subject to the terms and conditions of this Agreement.
- D. Except as otherwise provided in this contract, nothing in this contract shall be construed to reduce the position of any individual member or the salary he/she now receives.

## **ARTICLE 21**

### **EVALUATION**

- A. All members shall be evaluated in accordance with the District's adopted evaluation procedures and applicable Oregon Revised Statutes.
- B. Evaluation reports shall be maintained in the personnel files of the District. An evaluation report shall be placed in the member's personnel file only after the member has been given an opportunity to review and sign the report. If a member disagrees with the contents of an evaluation, the member may appeal to the superintendent or his/her designee.
- C. No award based upon findings that the evaluation procedure was violated may overturn the Board's nonrenewal decision if such would result in giving a member "contract" status under ORS Chapter 342. However, if a third year probationary member is to be recommended for "non-renewal" due to a performance deficiency, the district will provide evidence that support strategies have been provided prior to Board action. The Board decision on non-renewal will be final.

- D. The District shall notify the Association when a member is placed on a program of assistance for improvement unless the member specifically indicates that the Association should not be notified. Failure to notify is considered a technical procedure, which shall not cause the overturning of a dismissal, non-extension of contract, non-renewal of contract or a disciplinary action unless the member suffered a substantial and prejudicial impairment in the member'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:
- a. The nature of the deficiencies.
  - b. Expectations for improved performance.
  - c. Assistance to be provided.
  - d. Assessment techniques anticipated and,
  - e. Timelines for completion and progress conferences.

At the time a program of assistance for improvement is initiated, a conference shall be held between the evaluator and the member and the member's Association approved representative, if desired by the member. The member can request clarification of any element of the program of assistance for improvement at this time.

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

## **ARTICLE 22**

### **NONDISCRIMINATION/ACADEMIC FREEDOM/PERSONAL FREEDOM/CRITICISM**

A. Nondiscrimination

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

B. Academic Freedom

1. If a member's presentation of controversial material is criticized, or if books used, recommended or provided by a member are challenged as controversial, the member whose material is questioned will be told about the criticism. The member will have the

opportunity to present his or her opinions about the material at any hearing, committee meeting or other review procedure scheduled to consider the material.

2. The District's Administrative Regulation entitled Studying Controversial Issues (INB-AR) will be used as the standard of review in the investigation and disposition of academic issues.

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

C. Personal Freedom

The personal life of a member is not an appropriate concern of the District so long as such personal life does not negatively influence the member's effectiveness in performance of professional responsibilities.

D. Criticism

Criticism of members and administrators shall be made in private.

E. Evaluation of Students

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

If a student or parent disputes a final grade for a given term, and the Principal feels that change may be warranted, the dispute shall be considered by a committee from the school appointed by the Principal which includes the member assigning the grade along with other members and administrators. This committee's decision shall be final.

## **ARTICLE 23**

### **MENTOR TEACHER**

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

## **ARTICLE 24**

### **SITE-BASED DECISION MAKING PROGRAMS**

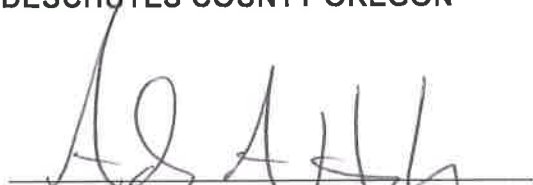
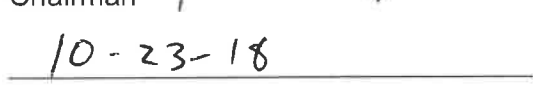
- A. The Board and the Association agree that programs which provide increased opportunities for member involvement in building level decision making ("site-based decision making programs") can foster the collegial exchange of ideas.
- B. Site-based decision making programs do not alter the Collective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

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

**BEND EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Chairman  
  
\_\_\_\_\_  
Date

**APPENDIX A**  
**BEND-LA PINE PUBLIC SCHOOLS**  
**SALARY SCHEDULE**  
**INDEX**  
**2017-19**

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

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

# BEND-LAPINE PUBLIC SCHOOLS CERTIFIED SALARY SCHEDULE 2017-18 190 Day Schedule

Reflects 2.0% COLA Increase from 2016-17 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
0	1.000 \$37,088 \$24.40000	1.0250 \$38,015 \$25.00987	1.0500 \$38,942 \$25.61974	1.0750 \$39,870 \$26.23026	1.1000 \$40,797 \$26.84013	1.1250 \$41,724 \$27.45000	1.1500 \$42,651 \$28.05987	1.1750 \$43,578 \$28.66974	1.2000 \$44,506 \$29.28026
1	1.041 \$38,609 \$25.40066	1.0664 \$39,551 \$26.02040	1.0914 \$40,478 \$26.63026	1.1167 \$41,416 \$27.24737	1.1420 \$42,354 \$27.86447	1.1706 \$43,415 \$28.56250	1.1961 \$44,361 \$29.18487	1.2248 \$45,425 \$29.88487	1.2510 \$46,397 \$30.52434
2	1.082 \$40,129 \$26.40066	1.1078 \$41,086 \$27.03026	1.1328 \$42,013 \$27.64013	1.1584 \$42,963 \$28.26513	1.1840 \$43,912 \$28.88947	1.2162 \$45,106 \$29.67500	1.2422 \$46,071 \$30.30987	1.2746 \$47,272 \$31.10000	1.3020 \$48,289 \$31.76908
3	1.123 \$41,650 \$27.40132	1.1492 \$42,622 \$28.04079	1.1742 \$43,549 \$28.65066	1.2001 \$44,509 \$29.28224	1.2260 \$45,470 \$29.91447	1.2618 \$46,798 \$30.78816	1.2883 \$47,780 \$31.43421	1.3244 \$49,119 \$32.31513	1.3530 \$50,180 \$33.01316
4	1.164 \$43,170 \$28.40132	1.1906 \$44,156 \$29.05000	1.2156 \$45,084 \$29.66053	1.2418 \$46,056 \$30.30000	1.2680 \$47,028 \$30.93947	1.3074 \$48,489 \$31.90066	1.3344 \$49,490 \$32.55921	1.3742 \$50,966 \$33.53026	1.4040 \$52,072 \$34.25790
5	1.205 \$44,691 \$29.40197	1.2320 \$45,692 \$30.06053	1.2570 \$46,620 \$30.67105	1.2835 \$47,602 \$31.31711	1.3100 \$48,585 \$31.96382	1.3530 \$50,180 \$33.01316	1.3805 \$51,199 \$33.68355	1.4240 \$52,813 \$34.74540	1.4550 \$53,963 \$35.50197
6	1.246 \$46,212 \$30.40263	1.2734 \$47,228 \$31.07105	1.2984 \$48,155 \$31.68092	1.3252 \$49,149 \$32.33487	1.3520 \$50,142 \$32.98816	1.3986 \$51,871 \$34.12566	1.4266 \$52,910 \$34.80921	1.4738 \$54,660 \$35.96053	1.5060 \$55,855 \$36.74671
7	1.287 \$47,732 \$31.40263	1.3148 \$48,763 \$32.08092	1.3398 \$49,691 \$32.69145	1.3669 \$50,695 \$33.35197	1.3940 \$51,701 \$34.01382	1.4442 \$53,562 \$35.23816	1.4727 \$54,619 \$35.93355	1.5236 \$56,507 \$37.17566	1.5570 \$57,746 \$37.99079
8	1.328 \$49,252 \$32.40263	1.3562 \$50,299 \$33.09145	1.3812 \$51,226 \$33.70132	1.4086 \$52,242 \$34.36974	1.4360 \$53,258 \$35.03816	1.4898 \$55,254 \$36.35132	1.5188 \$56,329 \$37.05855	1.5734 \$58,354 \$38.39079	1.6080 \$59,638 \$39.23553
9	1.369 \$50,773 \$33.40329	1.3976 \$51,834 \$34.10132	1.4226 \$52,761 \$34.71118	1.4503 \$53,789 \$35.38750	1.4780 \$54,816 \$36.06316	1.5354 \$56,945 \$37.46382	1.5649 \$58,039 \$38.18355	1.6232 \$60,201 \$39.60592	1.6590 \$61,529 \$40.47961
10	1.410 \$52,294 \$34.40395	1.4390 \$53,370 \$35.11184	1.4640 \$54,297 \$35.72171	1.4920 \$55,335 \$36.40461	1.5200 \$56,374 \$37.08816	1.5810 \$58,636 \$38.57632	1.6110 \$59,749 \$39.30855	1.6730 \$62,048 \$40.82105	1.7100 \$63,420 \$41.72368
11		1.4804 \$54,905 \$36.12171	1.5054 \$55,832 \$36.73158	1.5337 \$56,882 \$37.42237	1.5620 \$57,931 \$38.11250	1.6266 \$60,327 \$39.68882	1.6571 \$61,458 \$40.43290	1.7228 \$63,895 \$42.03618	1.7610 \$65,312 \$42.96842
12				1.5754 \$58,428 \$38.43947	1.6040 \$59,489 \$39.13750	1.6722 \$62,019 \$40.80197	1.7032 \$63,168 \$41.55790	1.7726 \$65,742 \$43.25132	1.8120 \$67,203 \$44.21250
13					1.6460 \$61,046 \$40.16184	1.7178 \$63,710 \$41.91447	1.7493 \$64,878 \$42.68290	1.8224 \$67,589 \$44.46645	1.8630 \$69,095 \$45.45724
14						1.7634 \$65,401 \$43.02697	1.7954 \$66,588 \$43.80790	1.8722 \$69,436 \$45.68158	1.9140 \$70,986 \$46.70132
15							1.8415 \$68,298 \$44.93290	1.9220 \$71,283 \$46.89671	1.9650 \$72,877 \$47.94540
16									2.0160 \$74,769 \$49.19013

Doctorate receives \$500 extra.

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

National Board Certification for Psychologists receive \$1,500 extra

National Board Certification for School Nurses receive \$1,500 extra

National Board Certification for Speech Pathologist receive \$1,500 extra

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

# BEND-LAPINE PUBLIC SCHOOLS

## CERTIFIED SALARY SCHEDULE 2018-19

### 190 Day Schedule

Reflects 2.0% COLA Increase from 2017-18 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
0	1.000 \$37,830 \$24.88816	1.0250 \$38,776 \$25.51053	1.0500 \$39,722 \$26.13290	1.0750 \$40,667 \$26.75461	1.1000 \$41,613 \$27.37697	1.1250 \$42,559 \$27.99934	1.1500 \$43,505 \$28.62171	1.1750 \$44,450 \$29.24342	1.2000 \$45,396 \$29.86579
1	1.041 \$39,381 \$25.90855	1.0664 \$40,342 \$26.54079	1.0914 \$41,288 \$27.16316	1.1167 \$42,245 \$27.79276	1.1420 \$43,202 \$28.42237	1.1706 \$44,284 \$29.13421	1.1961 \$45,248 \$29.76842	1.2248 \$46,334 \$30.48290	1.2510 \$47,325 \$31.13487
2	1.082 \$40,932 \$26.92895	1.1078 \$41,908 \$27.57105	1.1328 \$42,854 \$28.19342	1.1584 \$43,822 \$28.83026	1.1840 \$44,791 \$29.46776	1.2162 \$46,009 \$30.26908	1.2422 \$46,992 \$30.91579	1.2746 \$48,218 \$31.72237	1.3020 \$49,255 \$32.40461
3	1.123 \$42,483 \$27.94934	1.1492 \$43,474 \$28.60132	1.1742 \$44,420 \$29.22368	1.2001 \$45,400 \$29.86842	1.2260 \$46,380 \$30.51316	1.2618 \$47,734 \$31.40395	1.2883 \$48,736 \$32.06316	1.3244 \$50,102 \$32.96184	1.3530 \$51,184 \$33.67368
4	1.164 \$44,034 \$28.96974	1.1906 \$45,040 \$29.63158	1.2156 \$45,986 \$30.25395	1.2418 \$46,977 \$30.90592	1.2680 \$47,968 \$31.55790	1.3074 \$49,459 \$32.53882	1.3344 \$50,480 \$33.21053	1.3742 \$51,986 \$34.20132	1.4040 \$53,113 \$34.94276
5	1.205 \$45,585 \$29.99013	1.2320 \$46,607 \$30.66250	1.2570 \$47,552 \$31.28421	1.2835 \$48,555 \$31.94408	1.3100 \$49,557 \$32.60329	1.3530 \$51,184 \$33.67368	1.3805 \$52,224 \$34.35790	1.4240 \$53,870 \$35.44079	1.4550 \$55,043 \$36.21250
6	1.246 \$47,136 \$31.01053	1.2734 \$48,173 \$31.69276	1.2984 \$49,118 \$32.31447	1.3252 \$50,132 \$32.98158	1.3520 \$51,146 \$33.64868	1.3986 \$52,909 \$34.80855	1.4266 \$53,968 \$35.50526	1.4738 \$55,754 \$36.68026	1.5060 \$56,972 \$37.48158
7	1.287 \$48,687 \$32.03092	1.3148 \$49,739 \$32.72303	1.3398 \$50,685 \$33.34540	1.3669 \$51,709 \$34.01908	1.3940 \$52,735 \$34.69408	1.4442 \$54,634 \$35.94342	1.4727 \$55,712 \$36.65263	1.5236 \$57,638 \$37.91974	1.5570 \$58,901 \$38.75066
8	1.328 \$50,238 \$33.05132	1.3562 \$51,305 \$33.75329	1.3812 \$52,251 \$34.37566	1.4086 \$53,287 \$35.05724	1.4360 \$54,324 \$35.73947	1.4898 \$56,359 \$37.07829	1.5188 \$57,456 \$37.80000	1.5734 \$59,522 \$39.15921	1.6080 \$60,831 \$40.02040
9	1.369 \$51,789 \$34.07171	1.3976 \$52,871 \$34.78355	1.4226 \$53,817 \$35.40592	1.4503 \$54,865 \$36.09540	1.4780 \$55,913 \$36.78487	1.5354 \$58,084 \$38.21316	1.5649 \$59,200 \$38.94737	1.6232 \$61,406 \$40.39868	1.6590 \$62,760 \$41.28947
10	1.410 \$53,340 \$35.09211	1.4390 \$54,437 \$35.81382	1.4640 \$55,383 \$36.43618	1.4920 \$56,442 \$37.13290	1.5200 \$57,502 \$37.83026	1.5810 \$59,809 \$39.34803	1.6110 \$60,944 \$40.09474	1.6730 \$63,290 \$41.63816	1.7100 \$64,689 \$42.55855
11		1.4804 \$56,004 \$36.84474	1.5054 \$56,949 \$37.46645	1.5337 \$58,020 \$38.17105	1.5620 \$59,090 \$38.87500	1.6266 \$61,534 \$40.48290	1.6571 \$62,688 \$41.24211	1.7228 \$65,174 \$42.87763	1.7610 \$66,619 \$43.82829
12				1.5754 \$59,597 \$39.20855	1.6040 \$60,679 \$39.92040	1.6722 \$63,259 \$41.61776	1.7032 \$64,432 \$42.38947	1.7726 \$67,057 \$44.11645	1.8120 \$68,548 \$45.09737
13					1.6460 \$62,268 \$40.96579	1.7178 \$64,984 \$42.75263	1.7493 \$66,176 \$43.53684	1.8224 \$68,941 \$45.35592	1.8630 \$70,477 \$46.36645
14						1.7634 \$66,709 \$43.88750	1.7954 \$67,920 \$44.68421	1.8722 \$70,825 \$46.59540	1.9140 \$72,407 \$47.63618
15							1.8415 \$69,664 \$45.83158	1.9220 \$72,709 \$47.83487	1.9650 \$74,335 \$48.90461
16									2.0160 \$76,265 \$50.17434

Doctorate receives \$500 extra.

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

National Board Certification for Psychologists receive \$1,500 extra

National Board Certification for School Nurses receive \$1,500 extra

National Board Certification for Speech Pathologist receive \$1,500 extra

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



**APPENDIX B**  
**BEND-LA PINE PUBLIC SCHOOLS**  
**EXTRA DUTY STIPEND SCHEDULE – 2017-18**

Reflects 2.0% COLA Increase from 2016-17 Schedule

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$4,616	\$4,817	\$5,057	\$5,275	\$5,494	\$5,712	\$5,931	\$6,151	\$6,375	\$6,589	\$6,810
A	\$4,125	\$4,320	\$4,517	\$4,708	\$4,906	\$5,103	\$5,297	\$5,493	\$5,693	\$5,887	\$6,081
B	\$3,628	\$3,802	\$3,973	\$4,144	\$4,319	\$4,487	\$4,659	\$4,835	\$5,008	\$5,181	\$5,351
C	\$2,968	\$3,109	\$3,250	\$3,389	\$3,533	\$3,675	\$3,814	\$3,956	\$4,099	\$4,239	\$4,379
D	\$2,307	\$2,417	\$2,528	\$2,640	\$2,746	\$2,858	\$2,968	\$3,078	\$3,183	\$3,298	\$3,406
E	\$1,978	\$2,075	\$2,174	\$2,264	\$2,360	\$2,454	\$2,548	\$2,646	\$2,741	\$2,836	\$2,931
F	\$1,157	\$1,211	\$1,265	\$1,319	\$1,376	\$1,432	\$1,483	\$1,537	\$1,594	\$1,647	\$1,703

**BEND-LA PINE PUBLIC SCHOOLS**  
**EXTRA DUTY STIPEND SCHEDULE – 2018-19**

Reflects 2.0% COLA Increase from 2017-18 Schedule

Scale	0	1	2	3	4	5	6	7	8	9	10
AA	\$4,708	\$4,913	\$5,158	\$5,381	\$5,604	\$5,826	\$6,050	\$6,274	\$6,503	\$6,721	\$6,946
A	\$4,208	\$4,406	\$4,607	\$4,802	\$5,004	\$5,205	\$5,403	\$5,603	\$5,807	\$6,005	\$6,203
B	\$3,701	\$3,878	\$4,052	\$4,227	\$4,405	\$4,577	\$4,752	\$4,932	\$5,108	\$5,285	\$5,458
C	\$3,027	\$3,171	\$3,315	\$3,457	\$3,604	\$3,749	\$3,890	\$4,035	\$4,181	\$4,324	\$4,467
D	\$2,353	\$2,465	\$2,579	\$2,693	\$2,801	\$2,915	\$3,027	\$3,140	\$3,247	\$3,364	\$3,474
E	\$2,018	\$2,117	\$2,217	\$2,309	\$2,407	\$2,503	\$2,599	\$2,699	\$2,796	\$2,893	\$2,990
F	\$1,180	\$1,235	\$1,290	\$1,345	\$1,404	\$1,461	\$1,513	\$1,568	\$1,626	\$1,680	\$1,737

## EXTRA DUTY PLACEMENT

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

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

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

1. For year-long extra duty positions, each person will have his/her extra duty assignment pay prorated equally over twelve months. For seasonal extra duty positions, each person will have his/her extra duty assignment pay prorated over the pay periods when the work is actually performed. If such person resigns or is not able to fill the extra duty assignment, the money already paid will be deducted from salary and no extra duty pay will be paid for the balance of the twelve months.
2. If additional extra duty positions or responsibilities are added, the additions will be made with a mutual agreement between the District and the Association.
3. Credit toward years of experience acquired in another district in the same extra duty assignment will be recognized by the District in salary placement.
4. The pay rate for curriculum and grant work and other specific assignments agreed upon by BEA and the District which are not otherwise defined in the contract shall be \$28.83 for the 2017-18 school year and \$29.41 for the 2018-2019 school year.
5. If the District holds Saturday School, members assigned to supervise shall be paid at their per diem rate.
6. A member may not be granted more than three (3) extra duty assignments.
7. The percentages in Appendix B have not applied since the 2008 extra duty schedule.

## **EXTRA DUTY ASSIGNMENT/RENEWAL**

### **ASSIGNMENT PROCESS:**

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

#### PETITION FOR REVIEW/PLACEMENT:

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

#### RENEWAL OF ASSIGNMENT:

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

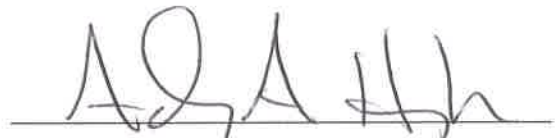
**MEMORANDUM OF UNDERSTANDING #1  
PRESIDENT'S LEAVE**

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

**FOR THE ASSOCIATION**

  
Date: 10/23/18

**FOR THE DISTRICT**

  
Date: 10-23-18

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

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

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

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

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


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

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

**FOR THE ASSOCIATION**

  
Date: 10/23/18

**FOR THE DISTRICT**

  
Date: 10-23-18

### MEMORANDUM OF AGREEMENT #3

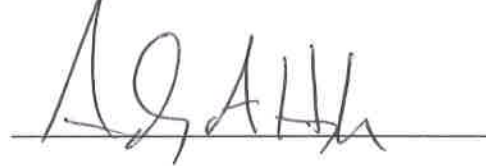
The Bend La Pine School District, No. 1 (hereinafter "District"), The Bend Education Association (hereinafter "Association") agree as follows:

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

**FOR THE ASSOCIATION**

  
Date 10/23/18

**FOR THE DISTRICT**

  
Date 10-23-18



## Memorandum of Agreement #4

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

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

### ARTICLE 7

#### LEAVES

##### B. \*SICK LEAVE

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

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

##### C. \*FMLA/OFLA

- 1 Medical Leave: If an employee elects to take FMLA or OFLA leave for his or her own qualifying health condition or to care for a family member with a qualifying health condition, the employee shall be required to use paid sick leave for the first thirty (30) work days of the leave (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave). Upon the passage of thirty workdays, or upon exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use *up to 15 days of sub-deduct* as provided in Section I. before going on unpaid leave.
- 2 Parental Leave: The District shall adhere to the legal guidelines for parental leave as described in ORS 659.360. A member, male or female, may take up to twelve (12) consecutive weeks for parental leave in the event of childbirth or placement of adopted children under eighteen (18) years of age in the home reduced by any leave used by the other parent. The member may choose to use earned sick leave or the member may choose to be on an unpaid leave or a combination of paid and unpaid time. If an employee elects to take FMLA or OFLA leave to care for a newly born, adopted, or foster-placed child, or qualifying disabled older child, the employee may select one of the two options set out below:
  - a. Sick Leave: If the employee elects to use paid sick leave for the first thirty (30) workdays (or until sick leave is exhausted, if the employee has less than thirty days of accrued sick leave), upon the passage of thirty (30) days or the exhaustion of sick leave, whichever is sooner, the employee shall be required to use all accrued paid personal leave. Upon exhaustion of personal leave, the employee shall be required to use his or her remaining sick leave, and upon exhaustion of sick leave, may use *up to 15 days of sub-deduct* as provided in Section I before going on unpaid leave.

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

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

#### E. \*COURT DUTY LEAVE

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

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

#### G. \*PERSONAL LEAVE

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

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

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

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

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

#### I. UNPAID LEAVES OF ABSENCE

- 1. Annual Leave

The Superintendent shall make available leaves of absence, without pay, in a number consistent with the Superintendent's ability to provide qualified staffing as determined by the Superintendent or his/her designee. The term of such leave shall be one (1) year; it may be extended upon approval of the Superintendent or designee. However, two (2) year leaves may be granted for international/out-of-country teaching opportunities. Such leaves shall be granted based on an approved leave plan, which may include other employment. Leaves will not be granted for the purpose of pursuing a teaching career in another district, public or private, or in institutions of higher education. However, leaves may be granted to participate in an approved member exchange program and/or teaching out of the country. To be eligible, recipients must have been with the District for

five (5) consecutive years. All applications must be filed with the superintendent on or before April 15. Any need on the part of the annual leave recipient to supplement his or her income with supplemental employment shall not be the basis for voiding or denying annual leave. Upon returning from an approved leave, the member shall be entitled to the position or position title held prior to leave. The member shall retain salary experience credit and all accrued fringe benefits such as previously accumulated sick leave as though that member had not interrupted service with the District. The member shall not accumulate additional sick leave while on leave of absence. Any professional experience gained during the term of leave shall be evaluated for salary credit upon return. Failure to return from leave at the end of the specified time may result in forfeiture of employment rights.

2. Other Salary Deduction Leaves of Absence

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

- ~~1. Beyond the period of bereavement leave including for others not in the immediate family.~~
- ~~2. Beyond the period of accumulated sick leave. This provision will be extended up to an additional thirty (30) workdays for the catastrophic illness or injury to the employee.~~
- ~~3. For the illness or injury of a teacher's immediate family member(s).~~
- ~~4. For personal reasons satisfactory to the District.~~
- ~~5. For birth/adoption of a teacher's immediate family member.~~
- ~~6. For emergency medical/dental appointments.~~

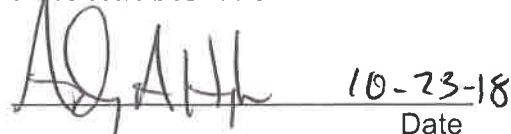
a. At the discretion of the District, unpaid leaves of absence at full salary deduction may be granted. Examples are:

1. Beyond the period of accumulated sick leave.
2. For personal reasons satisfactory to the District.
3. For the purpose of service as an officer of the OEA/NEA. Assuming a qualified replacement is available, an unpaid leave of absence of one (1) or two (2) years shall be granted for up to two (2) members upon application.
4. For attendance at non-school related conferences, meetings, retreats, trips or weddings.

FOR THE ASSOCIATION

  
Date

FOR THE DISTRICT

  
Date