

Bandon Education Association Counter Proposals 5/7

Proposal 1: Article 3 – District Functions

The District shall provide full transparency in the allocation of its budget, particularly in areas that directly impact teacher salaries, classroom resources, and employee benefits. To ensure this transparency, the District will:

- 1. Annual Budget Reporting: Provide the Association with a detailed annual budget report, including:**
 - At the beginning of each school year provide a breakdown of salary and benefits by each category (classified, certified, administrative, etc.)
 - At the beginning of each school year provide a report on the amount of carryover to the next school year.
- 2. Open Access to Financial Information:** Grant the Association access to relevant budget documents, including line-item breakdowns, upon request, in a timely manner.
- 3. Consultation on Budget Priorities:** After building administration provides a survey on budget to the staff, the administrator will review the survey with the building union representation.

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Proposal 2: Article 4 – Nondiscrimination

The District affirms its commitment to fostering an inclusive and equitable workplace by ensuring that no teacher shall face discrimination, harassment, or retaliation.

1. This will be based on ORS 659.850 “Discrimination in Education Prohibited.”
https://oregon.public.law/statutes/ors_659.850.
2. ORS will be updated should it change in the contract period. The District will be responsible for notifying the union President should an update occur. The Union President will notify union members of any changes to ORS 659.850 “Discrimination in Education Prohibited.”

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[Bargaining note: We feel we cannot accept the teacher work year until salary has been settled.]

Proposal 3 - Article 5 - Teacher Work Year

A. Teachers shall be required to render professional service for ~~186~~ 189 contract days during the school year. The contract days will be broken out as follows:

166 <u>167</u>	Student Contact Days Teaching Days
10	Inservice/Workdays
3	Teacher Classroom Preparation/Concluding Days
5	Inservice Days
20	Early Release Days (10 days included as contact days)
57 *	Holidays
2**	Conference Days (days included as contact days)

Inservice days may be substituted for teaching days within the contract year.

*When New Year's Day is observed on a Monday.

**Adding additional conference days for Ocean Crest Elementary.

B. There shall be the equivalent of three (3) inservice days and two (2) Teacher Classroom Preparation days set aside prior to the start of school for teachers to prepare for the classroom assignments. There shall be the equivalent of one (1) day set aside after winter break for teacher preparation in their classrooms. At least one (1) Early Release day will be set aside each month for teachers to prepare grades, ensuring compliance with Division 22 mandates.

[Bargaining note: While we are ready to lock in D and F, our members had a couple questions we need to ask around G.]

Proposal 4 - Article 6 - Work Schedule

D. Compensatory Time. It is hereby agreed that regular teachers shall substitute for absent teachers only when such substitution is emergency in nature and as such is deemed necessary by the building principal. Should a teacher cover for any absent teacher and thus lose preparation time, that teacher may take compensatory time or receive compensation at the rate of thirty dollars (\$30) per hour.

F. Protected Preparation Time: Adding one (1) Early Release Friday (half day) each month in the 25-26 FY and an additional Early Release Friday (half day) in 26-27 FY as determined by the District. The Friday could be used for curriculum development or a teacher selected work day. This may include the District adding contract days to make sure we are meeting the minimum number of instructional/student contact hours required by the state of Oregon. If we have an emergency day, we may need to use one of these days.

G. Support for Additional Work: SPED teachers may receive a stipend and may continue to request a substitute teacher for paperwork days. TAG coordinators for each building may receive a stipend.

Teachers assigned to teach new courses will receive at least 30 days' notice, or if unable to receive 30 days' notice will receive up to three (3) sub days (if needed as determined by building Administrator(s) and Superintendent during contract hours).

Proposal 5: Article 8 – Compensation

A. Base Salaries

1. The 2025-2026 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-1 and by this reference is incorporated therein. It will include **Eight (8)%** increase over the 2024-2025 year.
2. The 2026-2027 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-2 and by this reference is incorporated therein. It will include **5%** increase over the 2025-2026 year.
3. The 2027-2028 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-3 and by this reference is incorporated therein. It will include a **5%** increase over the 2026-2027 year.

B. Advancement of the Salary Schedule

The **Union** also proposes **to add Step 15, Step 16, and Step 17** in 2025-2026 to Appendix A – Salary Schedule.

The union also proposes the acceptance of micro-credentials through the Oregon Education Association (OEA) or National Education Association (NEA).

Definition: A micro-credential is described as a **competency-based recognition** that allows an educator to demonstrate mastery in a particular area. Mastery is validated through the earning of a **digital badge**.

Approval Requirements:

- Micro-credentials must either be:
 - Approved by a teacher's **evaluator**, or
 - **Offered directly by the District.**
- Final approval for credit towards advancement must come from the **Superintendent or their designee.**

Credit Value:

- Each micro-credential is generally worth **one (1) quarter credit**, unless otherwise stated.
- **They can be combined** with college credits for movement across columns on the salary schedule.

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D. Payment

1. Regular payday shall be the 20th of each month. Teachers shall be given their June, July, and August checks by June 20th of each year.
2. Payroll changes must be submitted to the deputy clerk 10 days prior to payday.

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[Bargaining note: We feel we cannot accept the language around Fringe Benefits "A" until salary has been settled. We had a clarifying question for part "F".]

Proposal 6: Article 9 – Fringe Benefits

A. The District shall for ~~2025-2026~~ ~~2022-2023~~ contribute ~~\$1,792~~~~\$1,642~~ toward the cost of the premium for each full-time teacher and their family toward the purchase of an insurance package that shall include medical and dental insurance, orthodontia, vision, and employee only life insurance, AD&D and LTD, including prescription benefits.

The District shall for ~~2026-2027~~ ~~2023-2024~~ contribute ~~\$1,842~~~~\$1,717~~ toward the cost of the premium for each full-time teacher and their family toward the purchase of an insurance package that shall include medical and dental insurance, orthodontia, vision, and employee only life insurance, AD&D and LTD, including prescription benefits.

The District shall for ~~2027-2028~~ ~~2024-2025~~ contribute ~~\$1,892~~~~\$1,792~~ toward the cost of the premium for each full-time teacher and their family toward the purchase of an insurance package that shall include medical and dental insurance, orthodontia, vision, and employee only life insurance, AD&D and LTD, including prescription benefits.

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F. Employees working for the District for fifteen (15) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 16th year with the District.

Employees working for the District for twenty (20) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 21st year with the District.

Employees working for the District for twenty-five (25) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 26th year with the District.

Employees working for the District for thirty (30) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 31st year with the District.

The amounts above are based upon average combined FTE over the course of the fifteen (15), twenty (20), twenty-five (25), thirty (30) uninterrupted (except for normal break periods) years of service in the Bandon School District.

Proposal 7: Article 12 - Leaves of Absence

B. Personal Leave

1. Personal leave shall be defined as: personal business that cannot be conducted during weekends, holidays, vacations, or after school hours.
2. The District agrees to grant three (3) days of personal leave per year. Annually, bargaining unit members shall be paid \$225 per day for each day of unused personal leave. Written request for payment of unused personal days must be submitted by the teacher during the last two days of school.
3. Except in emergency situations, three days' prior notice will be given to the principal. Acceptable substitutes must be available or leave may not be taken.
4. The use of personal leave to extend a vacation period shall be on a first come first served basis consistent with allowed percentages established and mutually agreed upon at each school site.
5. Approval of personal leave is granted by the building administrator, unless a substitute is not available.
6. In addition to the three (3) days of personal leave, each employee shall be granted 1 emergency day that would require the employee to take immediate action to protect property or persons.

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~~Proposal 8: Appendix C – Extra Duty~~

~~Administration will provide a specific number of events to attend each year required to satisfy the professional category (Domain 4, 4d: Participating in Professional Community) of summative assessment.~~

~~Ocean Crest Elementary:~~

- ~~• Open House~~
- ~~• Family Engagement Events (if applicable)~~

~~Harbor Lights Middle School:~~

- ~~• Open House~~
- ~~• leadership Activity~~
- ~~• Band Concert~~
- ~~• Choir Concert~~

~~Bandon High School~~

- ~~• Open House~~
- ~~• (3) Leadership Activities~~

~~* Sign ups for events will be on a first come, first served basis per event per building and will be monitored by Administration; employees shall not receive extra pay for these events.~~

Proposal 9: Article 22 – Association Rights

F. Academic Freedom

1. Purpose

The District and the Association recognize that academic freedom is a cornerstone of effective teaching and learning. It supports professional judgment, fosters critical thinking, and encourages creativity in the classroom. This section affirms the right of educators to exercise autonomy in instructional planning while maintaining alignment with Oregon State Standards, district policy, and the needs of students and the community.

2. Teacher Rights and Responsibilities

a. Instructional Flexibility

- Educators shall have the professional right to design and deliver instruction that meets Oregon State Standards and supports the district-adopted curriculum scope and sequence.
- Teachers may supplement adopted curriculum materials with additional content, resources, and strategies that support diverse student needs, provided these align with state standards, professional ethics, and instructional goals.
- While the District may provide or adopt specific curriculum tools or programs, teachers shall not be required to follow any scripted or pre-packaged curriculum exclusively, so long as they can demonstrate alignment with required standards and objectives.

b. Collaborative Curriculum Development

- Teachers are encouraged to collaborate with colleagues, administrators, and instructional teams to share and co-create high-quality instructional materials.
- The District will support open and respectful dialogue between educators and administrators regarding instructional strategies, curriculum implementation, and student-centered planning.

3. Professional Boundaries and Responsibilities

a. Alignment and Legal Compliance

- Instructional content shall be consistent with Oregon law, Board policy, and state-adopted standards.
- Academic freedom does not extend to the promotion of discriminatory, factually incorrect, or unlawful materials.

b. Professional Integrity and Student Welfare

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- Educators are expected to present accurate, balanced information and foster a learning environment that is inclusive, respectful, and academically sound.
- Teachers shall not use instructional time to promote personal ideologies or misinformation that undermine the educational mission or the well-being of students.

4. Limitations

This clause is not intended to abridge the Board's authority to adopt curriculum or establish guidelines necessary for the effective operation of the District. However, such authority shall be exercised with respect for the professional expertise and instructional role of educators.

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Proposal 10 - Appendix B

BEA COOPERATIVE

EXTRACURRICULAR SALARY SCHEDULE

Base Salary: \$TBD – (rate equal to BA, Row 1 **updated each year**)

Column A	Column B	Column C	Column D	Column E
Head HS Football	Asst HS Football	All MS Head	All MS Asst	MS Leadership
Head HS Volleyball	JV Football	Coaches	Coaches	
		Cheerleading – Fall	Head HS	
		Cheerleading - Winter		
Head HS Basketball	JV Volleyball	Asst HS Volleyball		Middle School Band
Head HS Baseball	JV Basketball	Asst HS Basketball		Middle School
Head HS Softball	JV Baseball	Asst HS Baseball		Vocal
Head HS Track	JV Softball	Asst HS Softball	HS/MS Drama	Elementary Music
Head HS Cross Country	Head Golf	Asst HS Track	HS Yearbook	
			MS Yearbook	
		Advisor	Advisor	
		Head Speech and Debate	Asst Speech and Debate	
			HS Leadership	
			Music - HS Band	
			High School Pep Band	
			High School Vocal	

	Yrs. Exp	Column A	Column B	Column C	Column D	Column E
0		11.5% (TBD)	8.5% (\$3,416)	6.25% (\$2,512)	4.0% (\$1,607)	1.0% (\$402)
1		12.0% (\$4,823)	9.0% (\$3,617)	6.75% (\$2,713)	4.5% (\$1,809)	1.5% (\$603)
2		12.5% (\$5,024)	9.5% (\$3,818)	7.25% (\$2,914)	5.0% (\$2,010)	2.0% (\$804)
3		13.0% (\$5,225)	10.0% (\$4,019)	7.75% (\$3,115)	5.5% (\$2,211)	2.5% (\$1,005)
4		13.5% (\$5,426)	10.5% (\$4,220)	8.25% (\$3,316)	6.0% (\$2,412)	3% (\$1,206)
5		14.0% (\$5,627)	11.0% (\$4,421)	8.75% (\$3,517)	6.5% (\$2,612)	3.5% (\$1,407)

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- ~~• Extra-curricular stipends are only paid for duties performed outside of school hours.~~
- Coaches will receive an additional 4% of their coaching stipend for each week that their team advances into post-season play.
- Credit is given for coaching experience (middle or high school level) only in the same sport.
- High School assistant coaching experience counts (3 years HS assistant = 1 year head coaching experience) when an assistant coach advances to head coach in the same sport.
- Middle School coaching experience counts (3 years MS coach = 1 year HS coach) when a middle school coach advances to high school coach in the same sport.
- Teachers/Staff hired to perform the following types of duties shall be compensated at minimum wage, with a two-hour minimum. Proctor at athletic events, concerts, roster buses; ticket takers/sellers; scorekeepers; PA announcer; clock; etc.

Special consideration for other advisors:

- Extracurriculars will not receive stipend without participants.
- HS ASB Advisor - Column D per year if performed by a staff member and is not included in administrative duties.
- Music Stipends - per year when there are two separate evening productions performed
- The District will clearly outline all stipend requirements, which will be included in extra duty contracts.

Athlete to Coach Ratio

Football	Up to 20 = 2 paid coaches
	More than 20 = 3 paid coaches
Volleyball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches with C squad
Basketball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches with C squad
Baseball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches includes JV
Softball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches includes JV
Speech	Up to 12 = 1 paid coach
	More than 12 = 2 paid coaches