

COLLECTIVE BARGAINING AGREEMENT

Between

SISTERS EDUCATION ASSOCIATION

AND THE

SISTERS SCHOOL DISTRICT #6

2023-2025

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	DISTRICT FUNCTIONS	4
ARTICLE 4	RIGHTS OF PROFESSIONAL EMPLOYEES	4
ARTICLE 5	GRIEVANCE PROCEDURE	5
ARTICLE 6	COMPLAINT PROCEDURE	8
ARTICLE 7	REDUCTION IN FORCE AND RECALL	9
ARTICLE 8	LEAVES	
	A. Sick Leave	10
	B. Sick Time	10
	C. Personal Leave	11
	D. Bereavement Leave	11
	E. Professional Leave	11
	F. Legal Leave	11
	G. Sabbatical Leave	12
	H. Unpaid Leave	13
	I. Injury On Duty	13
ARTICLE 9	EVALUATION	14
ARTICLE 10	VACANCIES AND TRANSFERS	14
ARTICLE 11	COMPENSATION	
	A. Salary	15
	B. Credit for Experience	16
	C. PERS Pickup	16
	D. Extra Duty Compensation	16
	E. Other Compensation	18
ARTICLE 12	INSURANCE BENEFITS	18
ARTICLE 13	WORKDAY/WORK YEAR	20
ARTICLE 14	NOTIFICATION OF ASSIGNMENT	20
ARTICLE 15	TUITION REIMBURSEMENT	21
ARTICLE 16	PERSONNEL FILES	21
ARTICLE 17	ASSOCIATION RIGHTS	22
ARTICLE 18	DURATION OF AGREEMENT	24
SIGNATURE PAGE		24
APPENDIX A	SALARY SCHEDULE, 2023-2024 based on 190 days	25
APPENDIX B	SALARY SCHEDULE, 2024-2025 based on 190 days	25

ARTICLE 1
PREAMBLE

- A. This Agreement is entered into between the Sisters Education Association (hereinafter referred to as the "Association"), and Sisters School District Number Six of Deschutes County, Oregon, (hereinafter referred to as the "District" or the "Board").
- B. The intent of this Agreement is to set forth the full agreement between the parties on matters of employment relations.
- C. Copies of this Agreement shall be printed by the District and all certified employees shall receive a copy.
- D. **Separability**
If any provision of this Agreement or any application thereof to any employee is held by court action or mutual agreement between the Association and the Board to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision or mutual agreement, but all other provisions or applications shall continue in full force and effect.

In the event any provision of the Collective Bargaining Agreement is declared to be invalid or unenforceable by any court of competent jurisdiction, then upon request by either party, that part of the Collective Bargaining Agreement affected shall be reopened for negotiation.

- E. **Compliance Between Individual Contract and Agreement**
Any individual contract between the Board and an individual employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 2
RECOGNITION

The Sisters Education Association/Oregon Education Association/National Education Association is recognized as the exclusive bargaining representative for all certificated staff and school nurses ("employees" hereafter). All said employees shall be bargaining unit members when it is known that their assignment shall be sixty (60) calendar days or longer. All administrative, supervisory, confidential & substitute employees shall be excluded from the bargaining unit.

Temporary employees are covered by all terms and conditions of this Agreement and are considered members of the bargaining unit when it is known the assignment shall exceed sixty (60) calendar days or longer. Temporary employees do not have contractual rights under Article 7: Reduction in Force/Recall of this agreement.

Regarding the hiring of PERS retired employees:

1. The District shall not be required to pay any contributions to PERS on behalf of any PERS retired employee except as required by Oregon Law.
2. PERS retired employees shall not carry over sick leave or seniority accrued prior to retirement, except as provided in Article 8.

ARTICLE 3 DISTRICT FUNCTIONS

All functions, rights, power, or authorities of the Sisters School District not specifically abridged, delegated, or modified by this Agreement are retained by the District.

ARTICLE 4 RIGHTS OF PROFESSIONAL EMPLOYEES

A. All employees shall have the right to organize, join and otherwise assist the Association for the purpose of establishing, maintaining, protecting or improving conditions of professional service.

B. Required Meetings of Hearings

In compliance with Oregon law, if the need arises for an investigatory meeting between an employee and a supervisor (including administrators and/or the Board) and the supervisor reasonably believes that the meeting may result in the discipline of the employee, the supervisor shall inform the employee of the nature of the meeting, and the right of the employee to have a representative present. If, during the course of a meeting between an employee and a supervisor, the employee reasonably believes that the meeting may result in the discipline of the employee, the employee has the right to have a representative present.

The District will attempt to provide a representative of the employee's choosing. If the selected representative is not available and the District needs to meet, an alternative Association representative will be provided.

C. Just Cause

No member of the bargaining unit shall be issued a written reprimand or suspended without pay without just cause. The just cause standard shall not apply to oral reprimands or to the nonrenewal, dismissal or contract nonextension of any employee.

D. Due Process

No member of the bargaining unit shall be reduced in basic salary, suspended without pay, or dismissed, without due process. Due process for the purposes of this article is defined as:

1. The employee will be told the charges and given the information forming the basis for such action.

2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with his supervisor.
4. The employee will have the right to appeal the district action through the grievance procedure of this Agreement.
5. The employee will have the opportunity to include a statement in his personnel file with regard to action(s) involved in due process.

E. Criticism of Employee

Supervisors, administrators, or Board members shall use discretion and shall avoid criticism of bargaining unit members, especially in the presence of students, parents, or other bargaining unit members or in public gatherings.

F. Nondiscrimination

The District will not illegally discriminate against any bargaining unit member based on the employee's race, color, religion, marital status, political beliefs, national origin, sex, age, disability, or membership or non-membership in the union.

**ARTICLE 5
GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to provide an orderly process to secure, at the lowest possible level, solutions to grievances.

B. Definitions

1. A "grievance" is a contention by an employee or a group of employees of a violation of a specific provision of this Agreement, or of written Board policy, or of written administrative rules and regulations.
2. The "aggrieved" is the person or persons who has the grievance and is presenting the complaint.
3. A "party of interest" is either the person or persons filing the grievance, or the person or persons against whom the grievance is made in order to resolve the grievance.
4. "Consultant" is the one who advises either party of interest.
5. "Representative" is the one who may speak for and/or advise a party of interest.
6. "Immediate supervisor" is the one who has/had direct administrative or supervisory responsibilities over the aggrieved in the area of the grievance.

7. The term “days” shall mean employees’ workdays excluding holidays. Weekend and vacation days are thus excluded. The following exception shall apply: In the event a grievance is filed so late in the school year that the time sequence cannot be followed and that irreparable harm may be done to a party of interest if a resolution is not made until the beginning of the following school year, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the resolution may be made by the end of the present school year or as soon thereafter as feasible.

C. Time Limits

1. These procedures should be processed as rapidly as possible, 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 proceedings.
2. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to go on with procedures at the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision at that step.

D. Miscellaneous

1. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.
2. The District and the Association have a right to consultants or representatives of their own choosing at each level of the grievance procedure.
3. Every reasonable effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities. Furthermore, every reasonable effort will be made by all parties of interest to avoid the involvement of students in the grievance procedure.
4. All parties of interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
5. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the personnel file of the aggrieved.
6. Financial Responsibility: Each party shall pay any and all costs incurred by said party, but shall pay mutually incurred costs on an equal basis.
7. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the Board to take the action complained of, subject, however, to the final decision of the grievance.

8. An aggrieved may be represented at any stage of the grievance procedure after step one, at the option of the employee, by a representative selected or approved by the Association. When an aggrieved is not represented by the Association, the Association shall have the right to have one representative present.

E. Procedures

Step One - Immediate Supervisor

- a. An aggrieved person shall within twenty (20) days of the occurrence of the grievance or his knowledge of same, whichever occurs later, discuss it with the immediate supervisor, with the objective of resolving the matter informally.
- b. The immediate supervisor shall have ten (10) days in which to respond to the grievance. The immediate supervisor shall be informed that the discussion is Step One of the grievance procedures.

2. Step Two - Superintendent

- a. If the aggrieved person is not satisfied with the disposition of this grievance at Step One, the individual may file the grievance in writing with the superintendent within ten (10) days after Step One procedures have been completed. The written grievance shall specify the specific action or lack of action being grieved, the contract article or articles and sections or paragraphs thereof alleged to have been violated, and the specific remedy sought.
- b. The superintendent shall arrange for a meeting with the parties involved in the grievance to take place within ten (10) days of his receipt of the written appeal.
- c. Upon conclusion of the hearing, the superintendent will have ten (10) days in which to provide his written decision to the parties of interest.

3. Step Three - School Board

- a. If the aggrieved is not satisfied with the decision of the superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with the Board Secretary within ten (10) days after completion of Step Two procedures.
- b. Within thirty (30) days after receipt of the appeal, the School Board shall hold an executive session with all parties in the grievance involved. No party of interest may introduce any grounds or evidence which has not previously been discussed in Steps One and Two.
- c. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision in writing to the parties of interest.

4. Step Four - Arbitration

- a. If the aggrieved is not satisfied with the decision of the Board, the aggrieved shall within ten (10) days of completion of Step Three procedures submit to the superintendent, written notice of intent to arbitrate the issue. Such written notice shall contain a copy of all materials submitted or received at previous steps.
- b. Within ten (10) days of District receipt of written notification from the Association of their desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree

upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made by either party to the American Arbitration Association. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator.

- c. Any information, material, or testimony of witnesses not previously made known to each party during level two of the grievance procedure may not be used in arbitration.
- d. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. The expense of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses.
- e. The arbitrator shall have authority to consider only a claim based on an alleged violation of a specific provision of this Agreement, and shall have no authority to add to, modify or detract from any provision of this Agreement.
- f. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

ARTICLE 6 COMPLAINT PROCEDURE

- A. A complaint is negative information received from a third party and conveyed to the administration with the intent that the administration take action.
- B. If a complaint is made against an employee, a conference with the employee 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 employee'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 employee learns of a complaint and requests such a conference.
- C. The conference with the employee shall be held within fifteen (15) working days after the complaint was made to the administrator unless:
 - 1. Either the employee 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 an employee's conference until authorized by legal authorities.
- D. At the conference, the complaint shall be explained and discussed with the employee and the District shall identify the name of the complainant, the date the complaint was made and the specifics of the complaint, except as provided below. If the complaint is oral, it shall be reduced to writing. If the complainant demands anonymity, the employee shall not be provided a copy of the complaint, but the administrator will not take disciplinary action unless the specifics of the complaint are independently substantiated. Documentation of the independent substantiation will be provided to the employee in such cases.
 - E. In the event that resolution results in a written document not covered by the Just Cause and Due Process provisions described in Article 4 and Article 16, either party may request a review by the Superintendent or designee to see if the resolution of the complaint is reasonable.

ARTICLE 7 REDUCTION IN FORCE AND RECALL

- A. The District shall determine when a reduction in staff is necessary and which programs will be affected. However, the District agrees that any layoffs will be implemented in accordance with ORS 342.934. The Superintendent will notify the Association and employee(s) as to which positions and individuals will be affected. Such notice will be in writing. The District will make every reasonable effort to provide twenty (20) working days' notice. The Association will be provided with a list of bargaining unit members who will be affected by the proposed layoff and the following information for each employee:
 1. First day of actual service in a bargaining unit position
 2. Certification
 3. Current assignment
- B. Recall
 1. Employees who have been laid off will be given the first right of recall for all openings for which they are qualified (including consideration of merit and competence) as defined in ORS 342.934 which occur within twenty-seven (27) months of the date of layoff. The District will also consider the employee's recency with the District. Recency shall be defined as having taught a specific subject in the District within the last five (5) years. Refusal to return once the recall offer is made cancels any further obligation the District has for recall to the individual member.
 2. Recall of members shall be in reverse order of layoff, assuming that the member is certified and qualified for the vacancy as indicated in #1 above.
 3. When recall occurs, the District will notify the members and the Association of available positions, by certified letter sent return receipt requested, to the last address given to the District by the member. Laid off members shall have seven (7) calendar days after receiving

such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days therefrom in which to commence active employment. A member who cannot be reached at his/her last known address forfeits all recall rights.

4. A laid-off employee with recall rights shall be allowed to participate in the members' insurance program at the laid-off employee's expense so long as that is allowed by the insurance carrier.

ARTICLE 8 LEAVES

A. **Sick Leave.** "Sick Leave" Sick leave benefits shall be available to an employee when an employee or a member of the employee's immediate family is incapacitated by illness or injury, in accordance with ORS 332.507.

1. Employees who are absent because of personal illness (or illness of any member(s) of the household) shall receive compensation on account of sickness during such absence in accordance with the provisions and restrictions pertaining to sick leave allowances. For purposes of this article, periods of actual disability due to pregnancy, whether because of miscarriage or other complications, or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, should be considered a personal illness. Sick leave may be used to prepare for child adoption, not to exceed seven days. Additional protected, unpaid leave may be available through OFLA/FMLA.
2. In compliance with ORS 332.507(4), and subject to the limitations found in that statute, employees may transfer up to 75 days of accumulated sick leave from their previous public school employer.
3. As provided in ORS 238.350, and to the extent permitted by law, the District shall allow retiring employees to transfer accumulated sick leave for purposes of acquiring retirement benefits.

Retiring employees belonging to PERS' Oregon Public Service Retirement Plan, OPSRP, who are rehired by the District may carry over up to 120 hours of unused sick leave accrued prior to retirement into their rehire period, and will accumulate 8 hours of sick leave per month moving forward from the date of rehire.

4. Upon request to the superintendent, an employee shall be given a written accounting of his use and accumulation of sick leave, both for purposes of district use and for retirement.

B. **Sick Time**

1. If an employee has Sick Time available in any given school year, pursuant to ORS 653.601 through 653.661 and in accordance with Article 8(A)(2) of the Collective Bargaining Agreement, then the employee may utilize Sick Leave for any of the purposes available pursuant to ORS 653.601 through 653.661, and Sick Time and Sick Leave shall run concurrently. In the event that no Sick Time is available, the provisions of Article 8(A)(1) of the Collective Bargaining Agreement shall apply.

2. Article 8(A)(2) of the Collective Bargaining Agreement provides for 10 days of sick leave pursuant to ORS 332.507. Additionally, if ORS 653.601 through 653.661 applies, an employee shall be granted forty (40) hours of sick time during each school year. Such sick time shall be credited to said employee on the first contract day of the fall semester, and in the case of employees who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall be prorated based on the proportion of the school year remaining.

C. **Personal Leave.** An employee shall be granted three (3) days of non-accumulative leave with full pay for personal reasons. This leave shall be in addition to any sick leave to which the licensed staff member is entitled under the following conditions:

1. Personal leave shall not be taken during the first week of the employee's school year, the first week of student's school year, the last week of each trimester or semester, parent conferences, to extend a major break such as Thanksgiving, Winter, or Spring break, or the last two weeks of the school year except under extenuating circumstances as determined by the District. An employee may extend a major break if a non-student contact day is scheduled adjacent to the start or end of the break.
2. **Incentive:** As an incentive for employees to be careful in the use of their personal leave, the District and the Association agree that if an employee has a balance remaining in their Personal Leave account, employees may choose to be compensated at the rate of \$200 per day for up to two (2) unused personal leave days. Any remaining unused personal leave days will be transferred into their Sick Leave account."

D. **Bereavement Leave.** An employee shall be granted five (5) days of non-accumulative bereavement leave per event. This leave shall be in addition to any sick time for which the licensed staff member is entitled to make arrangements and/or attend funerals in the event of a death of the teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild, or any other member of the teacher's household or other situations as approved by the supervisor.

E. **Professional Leave.** The District will allow leave with pay, subject to advance approval of the superintendent or designee, for the employee to attend educational conferences and meetings and to visit other schools when, in the judgment of the superintendent or designee, such conferences, meetings, and visitations would be in the best interest of the District.

F. **Legal Leave**

1. If an employee is subpoenaed to appear as a witness, not a party of interest and not as witness adverse to the District, or is called to jury duty in a case in court, the District will authorize such absence without loss of pay. If the employee receives a fee for these services, the fee, less mileage, shall be deposited with the District in order for the employee to receive a full paycheck for the period involved; and provided further that a copy of the subpoena or other notice shall be filed with the District request for leave.

2. The leave described in #1 above shall be available for up to 10 days per school year. Leave anticipated to last more than 10 days per school year must be requested and may be approved by the Superintendent. In any case of requested jury duty leave, the employee and/or the Superintendent may ask the appropriate judicial authority to excuse the employee or to defer service until summer break. If the leave is expected to go beyond 10 days and if the employee wants to be excused from jury duty or have jury service deferred, the District will support such a request.
3. As soon as an employee is dismissed from the obligation as a witness or jury duty, the employee shall return to their regular assignment.

G. Sabbatical Leave

1. The objective of the sabbatical leave policy of Sisters School District is to improve the educational opportunities available to the pupils of the District by making it possible for selected staff members to improve their effectiveness.
2. In addition, it is hoped that such policy will encourage outstanding staff members to serve the District for a longer period of time.
 - a. Any certificated holder of a Baccalaureate Degree who has been employed by Sisters School District for a total period of at least seven (7) years may be eligible for unpaid sabbatical leave.
 - b. Written application shall be made to the Superintendent of Schools by January 15th in the academic year preceding the year of leave.
 - c. The applicant shall be given written notice by March 15th of acceptance or rejection of his application by the superintendent.
 - d. To be approved for sabbatical leave, applicants must commit to returning to perform their assigned job responsibilities in the District for two (2) consecutive school years immediately following the end of the sabbatical period. Should an employee who took sabbatical leave fail to do so, the employee shall be required to reimburse the District a sum equal to the amount of insurance benefit paid by the District on behalf of the employee during the sabbatical leave. An applicant shall certify an agreement to this provision in a written and signed request stating understanding and agreement for sabbatical leave and this stipulation.
 - e. Provided the conditions of this article are met, no more than one (1) certificated person may be allowed sabbatical leave in any one (1) year.
 - f. A person on sabbatical leave shall be guaranteed a position on the staff upon return from their sabbatical.
 - g. The employee will receive full insurance benefits during the sabbatical leave.
 - h. The year of sabbatical leave shall be defined as existing from August 1st to July 31st.

H. Unpaid Leave

1. The Superintendent may grant an employee an unpaid leave of absence of up to one (1) school year in duration, subject to annual renewal. The Superintendent may grant such leave so that the employee can pursue educational improvement, advancement, maternity and paternity leave, and so that the teacher can return to the District after pursuing personal business.
2. An employee requesting an unpaid leave shall make a written request to the superintendent or designee stating the purpose for the leave. The Superintendent or designee, with expeditious consideration, will determine if such leave is to be granted and notify the employee in writing of the decision within ten (10) days of receipt of the request. The Superintendent or designee shall provide an explanation to the rationale in a decision. Each case shall be evaluated by the Superintendent on its own merit. No previous case shall be considered precedent setting. The Superintendent may choose not to grant the unpaid leave because of factors not connected with the requesting employee.
3. Licensed staff requesting unpaid leave shall exhaust personal leave prior to the use of unpaid leave.
4. An employee requests such leave with the intention of returning to the District. Should circumstances prevent the employee from returning to the District, the employee shall be obligated to notify the District in writing and such written notice must be received by the District no later than March 1 of the leave year. Failure to provide the notice described herein shall be construed as a resignation by the employee.
5. All benefits to which an employee was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to the employee upon return. The employee shall be assigned to the same or substantially equal position which they held at the time said leave commenced. Substantially equal position will be defined as: Elementary K-5, Middle School 6-8, and High School 9-12.

I. Injury On Duty

Absence due to an injury incurred in the course of employment which is compensable as a Worker's Compensation claim and under Oregon's Worker's Compensation Act shall not be charged against the employee's sick leave account for any Worker's Compensation waiting period. With the employee's permission as per ORS 656.240, the District shall pay to such employee the difference between the employee's salary and the benefits received under the Oregon Worker's Compensation Act. Sick leave shall be deducted from the employee's accrued sick leave account on a prorated basis according to the portion of their salary paid by the District.

ARTICLE 9 EVALUATION

- A. Employees shall be evaluated in accordance with the provisions of ORS 342.850. An employee may, upon request, discuss the results of an observation with the evaluator. The employee may attach to the evaluation any relevant comments, including documentation of any extenuating circumstances that might have affected the evaluation. In years when an employee is not formally evaluated, the supervising administrator will document the appropriate performance review as indicated in the certified professional growth handbook, with written confirmation to the personnel file.
- B. The District shall notify the Association when an employee is placed on a program of assistance for improvement unless the employee specifically indicates that the Association should not be notified. Failure to notify is considered a technical procedure which shall not cause the overturning of a dismissal, non-extension of contract, non-renewal of contract or a disciplinary action unless the employee suffered a substantial and prejudicial impairment in the ability to comply with school district standards.

Where a program of assistance for improvement is initiated for an employee, the plan will:

1. identify the specific deficiencies in the employee's conduct or performance;
2. set forth corrective steps the employee should pursue;
3. establish assessment techniques to be used;
4. indicate assistance, including but not limited to the following:
 - a. at the employee's discretion, non-evaluative/non-supervisory coaching or mentorship
 - b. trainings, conferences, or other supports
5. indicate the timelines for the plan.

This provision is not intended to create an obligation to place a probationary employee on a program of assistance for improvement.

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

ARTICLE 10 VACANCIES AND TRANSFERS

- A. The District shall post at each worksite and at the District Office all position vacancies at least three (3) days before such positions are externally posted, with the exception of an emergency period from June 1 until employees' first day of the school year during which the District shall post all position vacancies at least 24 hours before such positions are externally posted.
1. The District shall solicit voluntary transfer requests for the following year through its annual Notification of Continued Employment form, which employees are expected to complete and return by March 15 of each year.

2. Employees desiring to apply for a specific vacant position shall be required to submit a letter of interest, updated resume, and current letters of reference, but shall not be required to submit a full application. Employees may choose to fill out the full application if they believe it will assist the District in evaluating their credentials for the job and are ensured an opportunity to be considered by the hiring committee.
- B. Positions may be filled by involuntary transfer before posting a vacancy. When there are employees on layoff, subject to recall, the provisions of the Article on Reduction in Force and Recall (Article 24) shall be followed prior to posting a vacancy or hiring.
 - C. **JOB SHARE:** The District and the employees may create job share positions by mutual agreement. The District does reserve the right to final approval of any job share request. The District shall not involuntarily transfer any employee into a job share position.
 - D. **Transfers** to new employee location, grade level and/or subject area:
 1. The District will provide one day at curriculum rate to pack, move, and set up a new classroom. The District will provide moving materials and assistance.
 2. The District will provide 1 (one) day at curriculum rate for employees new to the district.
 3. The District maintains the right of assignment and will accordingly support employees when the assignment is outside their licensure and a class they have not taught in the past five years with 1 (one) day at curriculum rate.
 4. Supervisors may consider reasonable requests for additional time to support curriculum needs at curriculum rate.

ARTICLE 11 COMPENSATION

- A. **SALARY:** The District shall adjust the 2022-2023 salary schedule as follows:
 - The increments between steps on the salary schedule shall be adjusted to a consistent 3.75%
 - The increments between columns shall be adjusted to a consistent 2.5%.
 - The removal of columns 1 (BA), 2 (BA+15), 3 (BA+30), shifting employees placed in those columns into Column 4, which shall be identified as "BA to BA+45".
 - Column BA to BA+45 will gain a 15th step.

This adjusted salary schedule is increased by 5.5% to become the 2023-2024 certified salary schedule, which is attached to this Agreement as Appendix A1 and by this reference incorporated herein.

Further, the 2023-2024 salary schedule shall be increased by 4.5% to become the 2024-2025 certified salary schedule which is attached to this Agreement as Appendix A2 and by this reference incorporated herein.

Wage Schedule Increments (Steps)

Employees will be granted an experience wage increment (step) as provided by the District certified wage schedule each July, except:

- Employees who were employed on or after March 1st and who were not previously employed in the same or equivalent position by an accredited school district in that school year.
- Employees returning from a prolonged, unpaid leave equivalent to one-half (1/2) or more of a regular work year, not including protected leave.

B. Credit for Experience: Credit for experience shall be given as follows:

One year of experience for each year in which the employee was employed in a certified position at .75 FTE or more for a minimum of 135 days in an accredited educational institution or school system.

Counselors: Upon hire, initial placement of counselors on the District’s salary schedule shall be based either on Bachelors plus number of additional graduate credits or Masters plus number of additional graduate credits required for licensure as school counselor and/or minimum number of credits to receive the Master’s degree, whichever is more economically advantageous to the employee.

CTE: The District may grant experience credit on the salary schedule for teaching positions in state approved professional career and technical education (CTE) programs for verified full-time work experience, in the industry field directly related to the professional CTE program in which the applicant will teach. 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 (10) years experience credit.

C. PERS Pick-up:The District agrees to pay the full PERS pick-up.

D. Extra Duty Compensation: The following percentages will be computed from a beginning teacher’s salary at the BA to BA+45 /1 level on the salary schedule:

CATEGORY	1-3 YEARS EXPERIENCE	4+ YEARS EXPERIENCE
1	14%	16%
2	10.5%	12.5%
3	9.5%	11.5%
4	7%	8%
5	5%	6%
6	3%	4%

Category 1:

H.S. Athletic Director (Includes 2 periods of release)

- | | |
|----------------------------|----------------------------|
| Head H.S. Football Coach | Head H.S. Soccer Coach |
| Head H.S. Volleyball Coach | Head H.S. Basketball Coach |
| Head H.S. Wrestling Coach | Head H.S. Baseball Coach |
| Head H.S. Track Coach | Head H.S. Softball Coach |

Category 2:

H.S. Cross Country Coach
H.S. Tennis Coach
H.S. Choral Director
H.S. Cheer Coach

H.S. Golf Coach
H.S. Swim Coach
H.S. Pep/Band Director
H.S. Activities Director (biannually)

Category 3:

H.S. Assistant Coach
Earth, Community, Self- Lead Teacher
H.S. Speech/Debate
Interdisciplinary Environmental Expedition Teacher

M.S. Activities Director (biannually)
Building TAG Coordinator
H.S. Yearbook

Category 4:

M.S. Head Coach
M.S. Yearbook

MS Athletic Director (Per Season)
Earth, Community, Self- Associate Teacher

Category 5:

Strength Coach
H.S. Newspaper
H.S. Drama (per production)
M.S. Band Director

M.S. Assistant Coach
H.S. Student Store
M.S. Choral Director

Category 6:

M.S. Drama (per production)
HS LINK Advisor
Sports Associate

Club Sport Advisor
MS WEB Advisor

Other Extra Duty:

Overnight Field Trip Supervision at \$100 per night (unless otherwise compensated under this Article).

Event Worker at \$40.00 per event, not to exceed 2.5 hours.

The District will communicate event worker opportunities to district employees prior to the beginning of each season. At such time, District employees will be given one week to request event worker shifts before opportunities are opened to the community. Staff must submit schedule requests by email. When more than one request is made for a single assignment, the earliest request will be honored.

New Positions: The administration reserves the right to place new positions on the extra duty schedule after consulting with the athletic or activities director and the Association.

Pay Schedule: Employees will be paid in full at the end of the extra duty assignment unless the assignment is part of the teaching responsibility. If an employee resigns or is not able to fulfill the extra duty assignment, the extra duty pay will be prorated for the portion of the assignment worked and no extra duty pay will be paid for the balance of the extra duty assignment.

E. Other Compensation:

Curriculum Rate: For purposes of this section, curriculum rate is calculated as follows: First cell + last cell of salary schedule, divided by two, divided by 190 contract days, divided by 8 hours in a work day.

1. Assigned work on authorized **curriculum development** or for testing coordinator work will be paid at the curriculum rate as defined above.
2. Employees who are assigned **supervisory duties** after school will be paid at the rate of \$15.00 per hour. Employees who referee interscholastic athletic contests will be paid at the league rate.
3. Employees who **cover another teacher's class** or **attend required meetings** during a time when they would otherwise have a preparation period will be paid at the curriculum rate as defined above, prorated in fifteen (15) minute increments.
4. Time in mandatory meetings scheduled **during an employee's prep time** will be compensated at the curriculum rate as defined above, prorated in fifteen (15) minute increments.

**ARTICLE 12
INSURANCE BENEFITS**

- A. For employees assigned to work 0.4 FTE or more during 2023-2024, the District shall pay up to a maximum of \$1635.00 per month to be applied to the insurance fringe benefit package, subject to the insurance proration provisions of Section B of this Article 12, effective as of the September 2023 payroll.

For employees assigned to work 0.4 FTE or more during 2024-2025, the District shall pay up to a maximum of \$1710.00 per month to be applied to the insurance fringe benefit package, subject to the insurance proration provisions of Section B of this Article 12, effective as of the September 2024 payroll.

A Section 125 benefit for out-of-pocket insurance benefit premiums and child care expenses shall be provided at no expense to the employee. If an employee wishes to use a Section 125 benefit for unreimbursed medical expenses, the employee shall pay the administrative fee.

B. Insurance Proration

1. Employees hired prior to January 1, 2006 shall be "grandfathered" under the current contract provision which provides that employees working .4 FTE or more shall receive the same District paid insurance "cap" as employees working full-time and those working less than .4 FTE are not eligible for District paid insurance benefits.
2. For employees hired after January 1, 2006, the insurance cap will be paid on a prorata basis, as indicated above, for employees working at least .4 FTE but less than .8 FTE. Employees hired after January 1, 2006 working .8 FTE or more shall receive the same District paid insurance cap as employees working full-time.

3. **Double Coverage**

Where a bargaining unit member and their spouse/domestic partner are both employed by the District and therefore are able to be covered by the District's insurance program under the remaining employee's eligibility, one of the employees may "opt out" of their coverage and be covered under the remaining employee's eligibility. In such cases, the District will fully pay the premium for the remaining employee up to the combined cap amount for the two employees. This may occur only to the extent permitted by the insurance carrier.

C. Subject to the rules and regulations of the Oregon Educator Benefit Board (OEBB) and the Internal Revenue Service (IRS), eligible employees who choose a High Deductible Health Plan (HDHP), will receive the difference between the premium for such plan and the District provided insurance cap that will be contributed toward a Health Savings Account (HSA), so long as said contributions do not exceed IRS limits on tax free contributions.

D. **Job Share**

When both job share employees' total assignment equals 0.4 FTE or more, the District premium contribution shall be as identified in section A. above. This premium contribution shall be split 50/50 unless both employees agree to structure differently as allowed by the carrier.

E. **Insurance Opt-Out**

An employee may choose the option of withdrawing from the District's offered insurance plan if such withdrawal is allowed under the rules of the plan. In lieu of the District's insurance contribution, the employee shall be paid a stipend in their regular paycheck equivalent to 50% of the maximum amount the District applies to the insurance fringe benefit package, prorated according to their FTE in relationship to their normal insurance contribution.

F. **Other Insurance Considerations**

An employee who receives a benefit under Worker's Compensation Insurance may elect to use accrued sick leave to make up the difference between their benefits and normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

An employee who receives a benefit under Paid Family and Medical Leave Insurance may use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving notice of the benefit an employee has or will received under Paid Family and Medical Leave Insurance, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

**ARTICLE 13
WORKDAY/WORK YEAR**

A. Work Year

The number of contract days for each school year during the term of this Agreement shall be 190 days, which shall include 6 paid holidays (Labor Day, Veteran’s Day, Thanksgiving, MLK Jr. Day, President’s Day, and Memorial Day). If there is a statewide in-service day in October, it shall be a non-student contact day for teachers. At least fifty percent (50%) of non-student contact days shall be dedicated to employee self-directed work time, with the exception of the statewide in-service day in October. Effective July 1, 2021, the equivalent of at least four (4) full non-student contact days will be dedicated to employee self-directed work time. New Years’ Day is a non-contract day if recognized as a national holiday on Monday. Juneteenth is a non-contract day in years in which the school year extends to or beyond the day on which it is federally observed.

B. Workday

1. The District directed onsite normal workday shall be eight (8) hours, including a daily thirty (30) minute duty-free lunch.
2. In addition, employees at each building shall be expected to participate in up to two (2) evening school activities, as directed by the building principal. This section shall not limit the District’s flexibility to establish a work schedule or the employee’s flexibility to perform non-directed duties as needed.

C. Preparation Time

1. All elementary teachers shall continue to have a daily forty (40) minute continuous and uninterrupted preparation time within the student contact day. If the District, for any reason, does not continue to schedule and provide such time, the District and the Association, upon a timely request by either party, shall meet to negotiate a new contract provision for elementary prep time.
2. Secondary teachers shall receive a daily continuous and uninterrupted preparation time within the student contact day that shall be the equivalent to a full class period based on the respective building schedule.
3. On early release days, at least 50% of non-student contact time shall be teacher directed.

**ARTICLE 14
NOTIFICATION OF ASSIGNMENT**

A tentative teacher assignment schedule for the following school year shall be posted in the teachers’ room no later than May 31st of each year. Teachers shall be notified of any major changes in such assignments and the rationale for such changes at the time such decisions are made. An email communication via the school district’s email account shall constitute notification.

**ARTICLE 15
TUITION REIMBURSEMENT**

- A. To qualify for district reimbursement, employees shall request approval from the superintendent prior to class enrollment. Upon approval from the superintendent and successful completion of the course, employees shall be reimbursed for the cost of tuition for the approved course. Only college graduate credit courses will be allowed. An employee shall be reimbursed, if approved by the Superintendent, for a maximum of 6 hours every two-year period. The consecutive two-year periods will be figured from initial date of employment. No retroactive claims may be based on this article.

Reimbursement by the District for coursework will be considered if directly related to the teacher's teaching assignment, TSPC endorsement area, planned TSPC endorsement area, or present or future building needs determined by the District, or presented for credit by the District.

Members will give District advanced notice of planned coursework for budgetary purposes by March 1st.

B. Advancement on the Salary Schedule:

- Advancement on the salary schedule as a result of coursework shall occur based only on successful completion (grade of "C" or above) of graduate level coursework.
- For licensed nursing staff, advancement on the salary schedule based on professional growth training shall be granted at a ratio of fifteen (15) hours of District-approved professional development coursework or training to one (1) credit hour unit.
- For coursework to be considered for advancement on the salary schedule for September payroll or for fall reimbursement, coursework must be successfully completed and documented verification by grade report or official transcript must be submitted to the District by **October 10th**.
- For coursework to be considered for advancement on the salary schedule for February payroll or for winter reimbursement, coursework must be successfully completed and documented verification by grade report or official transcript must be submitted to the District by **February 10th**.
- When an employee expects to complete course work for advancement on the salary schedule, written notification will be made to the District by March 1st of the preceding year is necessary for budgetary purposes

**ARTICLE 16
PERSONNEL FILES**

- A. Employees will have the right, upon request, to review the contents of their personnel file and to receive a copy at District expense of any documents contained therein. This file shall contain all materials relevant to the employee's employment and shall be the sole repository of such materials. An employee will be entitled to have a representative of his or her choice accompany him or her during such review.
- B. No material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file unless they have had an opportunity to review the materials. The employee will acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way

indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his or her answer will be reviewed by the superintendent and attached to the file copy.

In the event the employee believes the material other than that contained on the evaluations and/or that which forms the basis of District initiated procedures for renewal, discharge, removal, or dismissal of a teacher, to be inaccurate, untrue or unfair, he or she may grieve the matter. It is expressly understood that any grievance related to materials on evaluations which the employee believes to be inaccurate, untrue, or unfair may be grieved only to the Board.

- C. Although the District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish separate files.
- D. No evidence not previously recorded in the employee's personnel file prior to the notification of the demotion, discipline or other involuntary change in the employment status shall be used by the District as a basis for its action.

ARTICLE 17 ASSOCIATION RIGHTS

A. Access to New Hires

The District shall notify the Association of new hires, when practicable, at least one week prior to the start of the school year. The District shall provide the Association up to 2-hours to meet with new hires at the start of the school year.

B. Employee Information

By mid-October, the District shall provide the Association an electronic database of each employee in the bargaining unit (active members, and non-members) that includes full name, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, cell, home and work phone numbers, personal and work email addresses. Updated employee information reports will be provided mid-February and mid-June.

For every bargaining unit member hired after the start of the school year the District shall provide such information within thirty (30) days of hire.

C. Use of School Facilities

1. Buildings

The Association and its representatives shall have the right of access to District buildings for any union purpose directly related to the representation of SEA members, providing there is no interference with the regular program, and provided such use does not displace any other user of the facility under the District facilities use policy. The Association will ensure that the administrator of the building in question shall be notified of Association presence.

2. Equipment

The Association shall have the right to use District facilities and equipment, including, but not limited to, phones, typewriters, e-mail, computers, internet access, photocopiers (and other duplicating equipment), calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. District facilities and equipment may not be used for political purposes pursuant to this Collective Bargaining Agreement.

3. Bulletin Boards

The Association shall have, in each building, the use of a bulletin board in each employee lounge and dining room. The Association shall also be assigned space on the bulletin board in the District Central Office for Association notices.

4. Mail/Email

The Association shall have the right to use the inter-building mail facilities, mailboxes, and district email as it deems necessary, but may not use them for political purposes.

D. Maintenance of Membership

1. In the event that the fair share agreement of the current collective bargaining agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, the parties agree to the following:

- a. A member of SEA/OEA/NEA remains a member unless the member revokes membership by submitting a written withdrawal to the president of OEA.
- b. OEA shall submit all revocations to the employer by the 15th of each month.
- c. The employer shall stop dues deductions for revoked members on the pay period following the 15th of the month in which the notice of revocation was received from OEA.
- d. The SEA/OEA shall defend and hold the District harmless for any failure to notify the District of a member's revocation of membership.


2. In the event that the above paragraph is held to be invalid by operation of law or by any tribunal of competent jurisdiction, the parties shall meet within 30 days, to initiate expedited bargaining pursuant to PECBA, for the sole purpose of negotiating replacement language for the above paragraph D of the Collective Bargaining Agreement.

**ARTICLE 18
DURATION OF AGREEMENT**

A. The duration of this Agreement is for two years beginning July 1, 2023 and ending June 30, 2025.

Executed by the undersigned officials with the authority and on behalf of the Sisters School Board of Directors and the Sisters Education Association, respectively.

FOR THE DISTRICT:



Chairman, Sisters School Board

9/6/2023

Dated:

FOR THE ASSOCIATION:



President, Sisters Education Association

9-6-23

Dated

APPENDIX A
Sisters School District
Certified Salary Schedule
2023-2024

				BA to BA+45	BA+60 / MA	BA+75 / MA+15	BA+90 / MA+30	BA+105 / MA+45
[Year 1]				45,060	46,187	47,341	48,525	49,738
[Year 2]				46,750	47,919	49,117	50,344	51,603
[Year 3]				48,503	49,716	50,958	52,232	53,538
[Year 4]				50,322	51,580	52,869	54,191	55,546
[Year 5]				52,209	53,514	54,852	56,223	57,629
[Year 6]				54,167	55,521	56,909	58,332	59,790
[Year 7]				56,198	57,603	59,043	60,519	62,032
[Year 8]				58,305	59,763	61,257	62,789	64,358
[Year 9]				60,492	62,004	63,554	65,143	66,772
[Year 10]				62,760	64,329	65,938	67,586	69,276
[Year 11]				65,114	66,742	68,410	70,120	71,873
[Year 12]				67,556	69,244	70,976	72,750	74,569
[Year 13]				70,089	71,841	73,637	75,478	77,365
[Year 14]				72,717	74,535	76,399	78,309	80,266
[Year 15]				75,444	77,330	79,264	81,245	83,276

Represents salary scale adjustments from 2022-2023 and a 5.5% COLA increase over 2022-2023

Based upon 190 day work year, 3.75% increments between experience steps (rows) 2.5% increments between columns, and District pays PERS pickup

APPENDIX A
Sisters School District
Certified Salary Schedule
2024-2025

				BA to BA+45	BA+60 / MA	BA+75 /	BA+90 /	BA+105 /
[Year 1]				47,088	48,265	49,472	50,708	51,976
[Year 2]				48,854	50,075	51,327	52,610	53,925
[Year 3]				50,686	51,953	53,252	54,583	55,947
[Year 4]				52,586	53,901	55,249	56,630	58,045
[Year 5]				54,558	55,922	57,320	58,753	60,222
[Year 6]				56,604	58,019	59,470	60,957	62,480
[Year 7]				58,727	60,195	61,700	63,242	64,824
[Year 8]				60,929	62,452	64,014	65,614	67,254
[Year 9]				63,214	64,794	66,414	68,075	69,776
[Year 10]				65,585	67,224	68,905	70,627	72,393
[Year 11]				68,044	69,745	71,489	73,276	75,108
[Year 12]				70,596	72,360	74,170	76,024	77,924
[Year 13]				73,243	75,074	76,951	78,875	80,846
[Year 14]				75,990	77,889	79,837	81,832	83,878
[Year 15]				78,839	80,810	82,830	84,901	87,024

Represents a 4.5% COLA increase over 2023-2024

Based upon 190 day work year, 3.75% increments between experience steps (rows) 2.5% increments between columns, and District pays PERS pickup

