

**ARTICLE 1                      RECOGNITION**

**A. Recognition**

1. The Salem-Keizer School District, herein referred to as “District”, recognizes the Association of Salem Keizer Education Support Professionals, herein referred to as “Association”, as the sole and exclusive bargaining agent for all Education Support Professional employees of the Salem-Keizer School District 24J, excluding:
  - a. Employees recognized or certified as being in a separate Salem-Keizer School District 24J bargaining unit;
  - b. Casual employees; and
  - c. Supervisory, Confidential, and Professional-Technical employees, as defined in ORS 243.650(6), (23), and ORS 653.020(3).
  
2. **Casual Employees:** The parties hereby agree that casual employees for purposes of Section A.1(b) shall mean substitutes, seasonal grounds crew, and persons employed by the District as temporary employees on an irregular basis who work 1,000 (one thousand) hours or less during a fiscal year. Casual employees shall not be included in the bargaining unit.
  - a. **Substitutes:** For the purpose of this Agreement, substitutes are defined as those employees who are called in to replace absent employees (i.e., sick leave, vacation, etc.) or to cover for short-term vacancies during the hiring process. Substitutes are not subject to the 1,000-hour provision in Section A.2 above in this Article.

3.— Limited term employees who are employed on the date of ratification of this Agreement will be designated as a regular employee and their seniority dates will not be changed by this action.

4.— Temporary employees who meet the 600 (six hundred) hour requirement during the course of the fiscal year, without a break in service, shall be included in the bargaining unit as of the beginning of the next month. Temporary employees included in the bargaining unit shall have all the rights of the collective bargaining agreement, except Article 18, Layoff and Recall and Article 23, Staff Development.

a.— A temporary employee who meets the 600 (six hundred) hour threshold as defined above in Section A.4 of this article and is retained to continue in the same classification the following fiscal year shall become a regular employee and have all the rights to this Agreement.

b.— Seniority for the temporary employee who becomes a regular employee will be retroactive to the most recent temporary hire date and the probationary period will begin on the date they become a regular employee.

3. Temporary employees excluding temporary employees defined as casual employees in Section 2 of this Article. For purposes of this section, "workdays" refers to any day in which the employee is paid. Short-term and Long-term employees shall be defined as follows:

a. Short-term Temporary Employee

Positions used to fill the role of a regular employee on an approved leave of absence for up to ninety consecutive workdays (as defined in Article 7 Section A.1) or for employees hired due to overload (temporary staffing to fill a need or workload that exceeds existing available staffing) conditions. A short-term temporary position shall not exceed ninety consecutive workdays. Short-term temporary positions are

excluded from the bargaining unit. However, if it becomes necessary for a short-term temporary position to exceed ninety consecutive workdays, the position shall become a long-term temporary position.

b. Long-term Temporary Employee Positions which are temporary and expected to continue for a period in excess of ninety consecutive workdays in a fiscal year, based on the job classification calendar, will be considered long-term temporary positions if: 1) the position is based on temporary funding and is posted as temporary with a stated end date or, 2) the employee is filling a vacancy caused by an approved leave or, 3) a short-term

temporary position extends beyond ninety consecutive workdays. A person accepting a long-term temporary position shall become a member of the bargaining unit and shall have all the privileges and benefits of membership except Article 18 - Layoff and Recall and Article 23 - Staff Development, and completion of a temporary job at the stated end date shall not be considered a dismissal requiring just cause.

c. A long-term temporary employee who is retained to continue in the same classification the following fiscal year shall become a regular employee and have all the rights to this collective bargaining agreement.

d. Seniority for the long-term temporary employee who becomes a regular employee will be retroactive to the most recent temporary hire date and the probationary period will begin on the date they become a regular employee."

## **B. Regular Employees In a Temporary Assignment**

A regular employee may be hired into an assignment designated as temporary. When a regular employee is hired into a temporary assignment, the employee maintains their rights as a regular employee as outlined in this Agreement, but the rights described under Article 18, Layoff and Recall shall not apply to the temporary assignment or job classification. When the temporary assignment concludes, the employee will return to their classification held prior to the temporary assignment. The employee will experience no loss in seniority in their previous classification held and shall accrue seniority as if they were employed in their original classification.

## **C. Agreement**

The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement, unless the Association is decertified or a change of representative is certified by the Employee Relations Board.

## **D. Probation**

An employee who has not completed their initial probationary period does not have voluntary transfer rights under Article 17 or layoff/recall rights under Article 18. Probationary employees may choose to sell off accrued vacation time during the recess periods (winter, spring, and summer breaks) while in their probationary period. Probationary employees do not qualify for the Sick Leave Bank. The District's right to terminate a probationary employee with or without cause is not grievable.

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February 11, 2026  
4:30pm

Probationary employees who utilize protected leave [FMLA, OFLA, Paid Family Medical Leave Insurance (PFMLI)] during their probationary period will have their probationary period extended by the amount of time the employee is on leave.

## ARTICLE 2 DISTRICT RIGHTS

### A. Rights

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District retains all of its customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, and the District retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The District shall have no obligation to negotiate with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement, and closed to further negotiation for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.
  
2. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
  - a. To determine the services to be rendered to the citizens of the District.
  
  - b. To determine and to follow the District's financial, budgetary, and accounting procedures.
  
  - c. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the District as they may affect employees in the bargaining unit not in violation of this Agreement.

- d. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- e. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer, and retain employees as in accordance with this Agreement; the right to lay off in accordance with the layoff article in this Agreement; the right to abolish positions or reorganize departments; the right to determine schedules of work not in violation of this Agreement; the right to purchase, dispose of, and assign equipment or supplies.
- f. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
- g. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment not in violation of this Agreement.
- h. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- i. ~~Before the District subcontracts out bargaining unit work that causes layoffs, reduced regular hours, termination, loss of employment, or elimination of any bargaining unit positions, the District shall notify the Association in writing of anticipated changes that impose a duty to bargain in accordance with ORS 243.698. The Association will have 14 (fourteen) calendar days to file a demand to bargain the impact of the change identified in the notice. The District will not subcontract out bargaining unit work without the agreement of the Association.~~

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- j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.
- k. To assign and designate all work duties in accordance with this agreement.
- l. To introduce new duties within the unit in accordance with this agreement.
- m. To determine the need for and the qualifications of new employees, transfers, and promotions, not in violation with this Agreement.
- n. To discipline, suspend, demote, or discharge an employee for cause in accordance with the discipline article of this Agreement.

## ARTICLE 3            ASSOCIATION RIGHTS

### A. Association Responsibility

The Association shall represent all employees in the bargaining unit.

### B. Association Membership

Membership or non-membership in the Association shall be the free, independent choice of each member of the bargaining unit.

1. The parties agree that dues deduction authorizations are solely between the Association and the bargaining unit member. The dues deduction authorization is independent of membership status. Dues deduction authorization will be submitted monthly to the District by the Association in an editable digital format.

### C. New Hire Orientation

1. With the exception of the months of July and December, the District shall conduct new employee orientations at least once every 30 (thirty) calendar days. The parties may mutually agree to extend this timeline as needed. The District will make reasonable efforts to ensure newly hired employees attend new hire orientation. The Association shall be designated no less than ~~30 (thirty)~~ 60 (sixty) and up to 120 (one hundred twenty) minutes during the orientation to meet with the new employees. New employees will be paid for their time.
2. The District shall determine the date, time and location of new employee orientation and will provide the Association notice of the date, time, and location, at least 10 (ten) days prior to date of the meeting.

3. The District shall provide a list of the new employees scheduled to attend the orientation five (5) workdays in advance. The District may share updates to the list of scheduled attendees if time permits.
4. The Association has the right to meet with any new employee who does not attend or is not scheduled for the following new employee orientation meeting, within thirty (30) calendar days of their hiring. The Association may meet with such an employee either individually or in a group meeting for a period of not less than ~~30 (thirty)~~ 60 (sixty), but not more than 120 (one hundred twenty) minutes. Employees who attend will be paid at their regular rate of pay and will suffer no loss of benefits for their attendance at this meeting. The meeting will occur at a time and location set by the Association, provided the meeting does not interfere with District's operations.

#### **D. Access to Membership**

1. Association representatives may meet with bargaining unit members outside of the workday without limit to address Association business.
2. The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or any other benefits:
  - a. Association representatives may meet with Education Support Professionals during the workday whenever ESPs are not responsible for student support/supervision or attending other District-directed activities. Association representatives have the right to meet with members during a member's regular work hours at the member's regular work location to investigate and discuss grievances, workplace related complaints, discipline and/or performance that pertain to the employee.

- b. Attend investigatory meetings and due process hearings involving represented employees.
- c. The right to meet with members individually or hold group meetings at a District location before or after the members' regular work hours, during meal periods and during any other break periods, provided that the meeting does not interfere with school or District operations. Association representatives do not need to seek permission before entering District buildings. For the purposes of this section, "school or District operations" includes, but is not limited to staff meetings, PLC meetings, IEP meetings, direct student support, District events, or supervision time. Association representatives will sign in and out of buildings as directed by office staff.
  - i. The Association may utilize District locations for large-scale meetings outside the workday, of more than 50 (fifty) members, provided the Association requests and is approved under the District's procedure for "Use of District Facilities".
  - ii. The Association will provide at least 48 hours' notice to the worksite administrator and Human Resources in cases where the Association representative(s) plan to be in the building more than 90 (ninety) minutes to meet with members.
- d. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or issues that arise from a dispute including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board.
- e. Act as a representative of the Association for activities related to collective bargaining and in labor management meetings in accordance with Section I, Association Leave, in this article.

3. Association access during the workday may not unreasonably interfere with an ESP's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in a Labor Management meeting.
  
4. Authorized representatives of the Association will be designated by ASK ESP and may include Oregon Education Association or Nation Education Association employees, volunteers, and retirees. However, any Association representative entering the school building will be subject to whatever background check and/or policies which are generally required for adults entering a District building, who are not working directly with students. In addition, prior to having access to a building, the Association will provide the District with an updated list of Association representatives, names of authorized volunteers, and retirees in advance. Authorized Association representatives will be provided with visible ASK ESP identification.
  
5. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based Education Support Professionals (e.g. Sign Language Specialists, School Office Specialists, Office Managers, Translators), for the last 15 (fifteen) minutes of a meeting, or as agreed upon by the Association representative and the organizing Administrator. "District-wide meetings" shall be defined as any meeting organized by an administrator or designee where a majority of the ESPs from the same classification or multiple classifications are invited to attend. The District will approve the request and Administrators will not remain in attendance at the Association meeting unless invited.
  
6. Upon request by the Association, the District agrees to co-present with the ASK ESP leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite ASK ESP leadership to attend additional HR Clinics.

7. The District agrees that Building Administrators will extend an invitation to one (1) of the ASK ESP's identified building representatives to participate on the Building Leadership Team. The Association shall notify the building Administrator of the names of the building representatives no later than October 15<sup>th</sup> and invitations to participate will be extended by November 1<sup>st</sup>. In the event there is no identified building representative available to serve, the Association may identify a replacement in the building. Administrators will invite participation within two (2) school weeks of the Association providing names of building representatives.
  
8. In addition, on request, an Association Representative shall be allowed to make brief announcements and respond briefly to questions at the end of professional development meetings.

#### **E. Access to Membership Information**

1. The District agrees to provide, in an editable digital format agreed to by the parties, contact information for each bargaining unit member including:
  - a. First/middle initial/last name
  
  - b. Mailing addresses
  
  - c. Phone numbers
  
  - d. Email addresses
  
2. The District agrees to provide, in an editable digital format agreed to by the parties, employment information for each bargaining unit member including:

- a. Date of hire
  - b. Job title
  - c. Salary
  - d. Work site location
  - e. FTE
  - f. Work phone number
  - g. Work email
  - h. Employee identification number
  - i. Estimated work year/calendar days
3. The District agrees to provide, in an editable digital format agreed to by the parties, the required contact and employment information within 10 (ten) days of the date of hire for new employees, and every 120 (one hundred twenty) days for current employees

**F. Use of Copier Equipment**

Upon advance request, the Association may be allowed use of the District's copier equipment for duplicating materials; provided such equipment is not required for regular use and the Association pays for all costs for duplicating materials and printing.

### **G. Bulletin Board Space**

The District agrees to allow the Association in each District facility, the exclusive use of a bulletin board or portion thereof or mutually acceptable space for communicating with employees. All notices, memorandums, and publications shall be clearly labeled as, "Association" material and shall bear the name and signature of the authorizing Association official.

### **H. Use of Mailboxes and District Email**

1. The Association shall have the right to use building mailboxes for purposes of communications with employees so long as such communications are labeled as Association materials. Materials other than those originating from the Association office shall contain the name of the authorizing Association official.
2. Interschool mail facilities including the email system may be used by the Association to communicate with bargaining unit employee regarding: 1) collective bargaining; 2) grievances and other disputes relating to employment relations; and 3) all matters involving Association governance and business. District policy/practices governing computer/email usage shall apply.
3. The District agrees to add a clearly identifiable link to the Association website accessible to current and potential ESP employees, and on any webpage that lists external partners. The link shall include the Association's full name and provided logo.

## **I. Association Leave**

1. Designated representatives of the Association shall be granted a reasonable amount of release time, to be defined as short term leaves from a pool of up to 900 (nine hundred) hours per fiscal year, including summer, without loss of pay for activities not covered by Section C.4 of this Article. Association leave will be limited to 10 (ten) days per year for any one (1) individual, except for the Association Vice President, who will be limited to 12 (twelve) days per year. ASK ESP will reimburse the District for each member at step one (1) of their current pay range, plus all associated payroll costs (APC), for each member's classification for each day of leave used.

2. Association leave used by representatives of the Association to attend a new hire orientation, as outlined in Section C of this article, shall not be counted towards limits of Association Leave under Item 1 above.

## **J. Representative Assembly/Executive Board Leave**

The District shall provide up to four (4) hours per month for officers and building representatives to attend executive board and representative assembly meetings. Such provision applies only to members who need to be released from work between 5 p.m. and 10

p.m. The Association will reimburse the District for the cost of the employees' time at each employee's hourly rate multiplied by the number of hours off work. Advance approval from each employee's supervisor is required at least one (1) week in advance. In emergency situations, where one (1) week advance notice is not possible, the Association shall contact the Human Resources office to request a waiver of the one (1) week notification requirement.

## **K. Leave for Elected/Appointed Position in OEA/NEA**

Should an Association member be elected or appointed to an OEA or NEA position which requires absence from work, the ASK ESP President shall request a meeting with the District to discuss arrangements for unpaid leave time.

## **L. Association President Leave**

1. Upon request by the Association prior to June 1, the District will grant the Association President a leave of absence without pay for the following fiscal year. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the Association President shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District.

Furthermore, the Association President shall accrue benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the President to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration and grievance processing during the life of the contract and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President prior to June 1 of the year preceding the school year in which the leave is to be taken.

2. The District shall continue to pay the President as if they were employed in the position held prior to the leave. The Association will report to the District the annual pay for the Association President and the District will coordinate payment, spread over the number of months (i.e. 10, 11, or 12) specified by the Association. The Association shall reimburse the District the total cost (i.e. salary, payroll, and fringe benefits) paid to the President.
3. In the event the Association President needs to take a leave of absence greater than two (2) weeks, the Association Vice President, at the discretion of the Association, will be temporarily granted a leave of absence to fulfill the duties of the President. The Association shall reimburse the District the total cost (i.e. salary, benefits and all associated payroll costs) to the District. Upon the President's return from leave, the Vice President will return to their District position.

## **M. Association Vice President Leave**

1. Upon request by the Association prior to June 1, the District will grant the Association Vice President a leave of absence without pay for the following fiscal year. Or

2. Upon request by the Association prior to June 1, the District will grant the Association Vice President a half time leave of absence for the entire year. The Association may elect one of the following release schedules unless a different schedule is mutually agreed upon by the parties:

a. 4 hours release per workday.

b. Half year release

c. Half week release

3. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the Association Vice President shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District.

Furthermore, the Association Vice President shall accrue benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the Vice President to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration and grievance processing during the life of the contract and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President prior to June 1 of the year preceding the school year in which the leave is to be taken.

4. The District shall continue to pay the Vice President as if they were employed in the position held prior to the leave. The Association will report to the District the annual pay for the Association Vice President and the District will coordinate payment, spread over the number of months (i.e. 10, 11, or 12) specified by the Association. The Association shall reimburse the District the total cost (i.e. salary, payroll, and fringe benefits) paid to the Vice President.

5. In the event the Association Vice President needs to take a leave of absence greater than two (2) weeks, an Appointee of the Association will be temporarily granted a leave of absence to fulfill the duties of the Vice President. The Association shall reimburse the District the total cost (i.e. salary, benefits and all associated

payroll costs) to the District. Upon the Vice President's return from leave, the appointee will return to their District position.

**M. N. Information**

In compliance with ORS 243.672 (1) (e) and (2) (b) the District and the Association will, upon request, provide each other with any information of probable or potential relevance to a grievance or other contractual matter or information reasonably necessary to allow meaningful bargaining by the parties. Each party will pay the costs of research and copying of any requested information that is not readily available.

**N. O. Membership on Committees**

1. Members of the Association of Salem-Keizer Education Support Professionals bargaining unit shall be included on the following District joint advisory committees:
  - a. Calendar Committee (at least 2 members)
  - b. Safety Committee (at least 2 members)
  - c. Education Support Professionals Staff Development Committee (3 members)
  - d. PACE Committee (Proportionate to all participating employee groups)
2. The Association shall make member appointments to the above-named Committees.

3. The District, with input from the Association, shall determine when committees are convened.

**O. P. Labor-Management Team**

1. The purpose of the labor-management team is to facilitate communication between the Association and the District.
2. The labor-management team shall deal informally with any issues brought forward by either party.

**P. Q. Fingerprinting and Background Checks**

1. The initial cost of fingerprinting and background checks charged by the Oregon Department of Education (ODE) will be paid for by the District.
  - a. The District will only pay for one (1) set of fingerprints and one (1) background check and will not be responsible for charges incurred by the employee for rescheduled appointments or no shows to appointments.
  - b. Charges incurred beyond the initial set of fingerprints and one (1) background check will be charged to the employee by the District.

## ARTICLE 4           EMPLOYEE RIGHTS

### A. Just Cause

1. The Association recognizes the right to discipline employees. However, no employee will be disciplined, reduced in rank, or suffer a reduction in compensation without just cause. For the purposes of this article, discipline shall be defined as a reprimand in writing, suspension without pay, termination, or reduction in rank or compensation.

2. Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied and progress as follows:

- First: Written Reprimand
- Second: Written Reprimand with a suspension without pay
- Third: Termination

3. Verbal directives or written Letters of Directives issued to an employee are not considered to be discipline and shall not be placed in the employee's personnel file.

### B. Complaints, Claims, and Investigative Meetings

1. Notification of an investigative meeting will include a description of allegations of concerns sufficient to inform the employee of the reason for the meeting.

2. An employee shall be entitled to have a representative of the Association present during any investigatory meeting or any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the meeting will be postponed if necessary to allow the employee to obtain representation but need to be postponed more than twenty-four (24) hours. The employee or representative may inquire, at the start of such meeting, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.

3.—The determination of any investigative meeting shall be communicated to the employee no later than 10 (ten) working days from the meeting date with the employee under investigation. The parties agree to provide extensions of this notice period upon request.

4.—Once the District has determined an investigative meeting will be conducted with the employee related to claims or a complaint brought against that employee, the District will make efforts to provide notice within 30 (thirty) calendar days. Exceptions to this provision include when the District is prevented from doing so by outside agencies and/or school breaks and recesses. If the District attempts to notify an employee and the employee is absent from work, the absences shall not be counted against the 30 (thirty) day notification period.

#### 1. Definitions:

- a. **Complaint:** A written or verbal statement filed with the District or District administrator by a student, parent, community member, or coworker alleging wrongdoing by an employee.
- b. **Claim:** A written or verbal allegation made by a District administrator or supervisor alleging wrongdoing by an employee

#### 2. Investigative Meetings:

- a. An employee shall be advised of any formal complaint or claim filed by a student, parent, community member, administrator, supervisor, or coworker. Complaints or claims can be handled in an informal way with the Administrator sharing the information and working for a mutual non-disciplinary resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
- b. Once the District has determined an investigative meeting will be conducted with the employee related to claims or a complaint brought against that employee, the District will provide notice within 30 (thirty) calendar days. Exceptions to this provision include when the District is prevented from doing so by outside agencies and/or school breaks and recesses. If the District attempts to notify an employee and the employee is absent from work, the absences shall not be counted against the 30 (thirty) day notification period.

- c. If a complaint or claim may result in discipline and an investigative meeting is to be held, notification of the meeting will include a description of the complaint in sufficient enough detail about the employee's alleged misconduct to apprise the employee of the reason for the meeting, including the date(s) of the alleged misconduct, if applicable. Such notice must be delivered to the employee at least 5 working days prior to the meeting.
- d. An employee shall be entitled to have a representative of the Association present during any investigatory meeting or any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the meeting will be postponed if necessary to allow the employee to obtain representation but need to be postponed more than twenty-four (24) hours. The employee or representative may inquire, at the start of such meeting, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
- e. A copy of the complaint or claim, or a written summary of the complaint or claim, will be provided prior to the beginning of the investigative meeting.
- f. The determination of any investigative meeting shall be communicated to the employee no later than 10 (ten) working days from the meeting date with the employee under investigation. The parties agree to provide extensions of this notice period upon request.
- g. Complaints or claims not processed in conformance with this section shall not be used in the evaluation or discipline process. If the complaint or claim is placed in the employee's personnel file, the employee shall have the right to attach to the complaint or claim any relevant statement or documents.

3. No retaliation: There will be no retaliation against any complainant by the Association or the person complained about.

### C. Organizing

Education Support Professional Employees shall have the right to participate in Association activities as provided by Public Employees Collective Bargaining Act.

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February 11, 2026  
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**D. Conformance with Law**

Nothing contained herein shall be construed to deny any employee their rights under the constitutions and laws of the United States and the State of Oregon or under other applicable laws and regulations.

## ARTICLE 7                    WORKWEEK, HOURS OF WORK

### A. Hours of Work

1. A full-time work schedule shall consist of 40 (forty) hours within the designated workweek, worked on the basis of five (5) eight-hour days or four (4) ten-hour days. The workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. To the extent consistent with the operational needs and requirements of the District, such workdays shall normally be consecutive as scheduled by the District.
2. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. If the District intends to schedule a regular workweek including a Saturday or Sunday, the District will first seek volunteers among qualified employees, but will not be obligated to assign a modified workweek to a volunteer.
3. A four percent (4%) differential will be paid to employees who have a continuous schedule that includes work on a Saturday and/or Sunday.
4. The District reserves the sole discretion over operational needs and requirements. Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.
5. The District shall give a minimum of one (1) week advance notice prior to regular changes in reporting and end of shift times, except in case of emergency or reasonable student needs.
6. ~~The District and the Association agree that supervisors and bargaining unit members share a collective responsibility to collaborate and communicate with each other to help prioritize the work to be performed within the assigned workday. If an employee is unable to reach resolution with the supervisor, the employee may utilize the complaint process for employees outlined in Article 20.~~

## **B. Flex Time**

Flex time is a modification to an employee's work schedule for one (1) workweek or less. An employee may request and a supervisor may approve the use of flex time by an employee for mutual benefit and when such an adjustment does not negatively impact the delivery of District services. Flex time will be used within the work week in which it is requested and will be tracked by the employee's work location. For example: an employee may request to work one (1) hour past their normal scheduled work on Monday in order to be allowed to leave early on another day within that workweek; or an employee may request to arrive one (1) hour later than scheduled on a given day but work one (1) hour longer on that same day. If an employee works additional hours that put the employee into overtime status, without their supervisor's approval, per Article 14, Section E (Overtime), a supervisor may determine that time will be flexed rather than paid overtime. The supervisor and employee will work collaboratively to determine when that time will be flexed.

At the end of a work week, the employee will submit timekeeping with their unused flex time or time deduction (if they did not work the approved adjusted time) to their supervisor. All time will be adjusted based on the employee's rate of pay.

## **C. Lunch Periods**

Each employee working six (6) or more consecutive hours shall receive a duty-free lunch period of at least one-half (1/2) hour. Such time as scheduled by the employee's supervisor, as nearly as practical to mid shift, shall be their lunch period. Lunch period shall not be credited as time worked.

## **D. Rest Periods**

Each employee shall receive a 15 (fifteen) minute break for every segment of four (4) hours or major portion thereof worked in one (1) work period of consecutive service, with the break coming as close as practical to the middle of the work segment. Such breaks shall be designated and scheduled by the supervisor. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee's work shift. (See the following chart for break and meal period information.)

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1
14 hrs	3	2

### E. Accruals

1. For hourly employees, sick leave and vacation time will be based on actual hours worked, including additional earnings, up to 40 (forty) hours per week, in the employee's regular position during the employee's regularly assigned work year.
2. Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.

### F. Workload

1. An employee may only be assigned a workload that can be reasonably completed within their workshift. Exceptions to this are when a supervisor approves additional work time for the employee to accomplish additional responsibilities or duties.

2. The District agrees that supervisors will be required to take an affirmative approach to prioritizing work so that employees will know the relative importance of each of their duties.

3.If an employee believes that they are assigned an unreasonable work load or if an employee needs direction or assistance in prioritizing work tasks, or workload issues are causing the consistent submission of exception timesheets and/or the loss of lunch and/or breaks, the employee may request and have a meeting with their immediate supervisor (including the school principal if different from the employee's supervisor) to discuss the problem. The employee will provide a written statement of the problem. The supervisor shall provide a written response no later than ten (10) working days. Thereafter, the employee may request a review of the supervisor's response with the Joint Workload Committee (see item 4 below) if the employee believes that the problem has not been resolved.

4.The Association and District will create a five (5) person Joint Workload Committee consisting of two (2) classified representatives (appointed by the Association), two (2) District representatives (appointed by the District) and one (1) additional classified representative (appointed by the other four (4) representatives) to investigate and implement remedies to concerns regarding employee workload issues per item 3 above. The supervisor shall implement the Joint Workload Committee's remedy.

5. Failure of a supervisor to implement the Joint Workload Committee's remedy is subject to the grievance process.

#### G. Logistics Time

1. Employees shall be provided reasonable time at the start of their scheduled workday, of no less than 15 minutes, to check district communications, review schedules, and otherwise acclimate to the workday prior to the commencement of assigned duties. This time shall be considered part of the regular workday, and the District shall not assign additional duties during this time.

2. Any employees who are assigned to make modifications or adaptations of materials for students shall be provided time to do so. No employee shall be expected to perform work-related tasks on their unpaid time. If time is not provided for assigned tasks, the classified employee may appeal to their supervisor using the process in F.3 of this Article. No classified employee will be required to design instruction or assessments or perform other duties of a Teacher of Record, as defined in OAR 584-210-0200

3. Teachers will meet with assistants to review IEP, 504 plans, behavior plans, medical protocols, or other plans designed to support students, relevant to the assistants' assignments. This meeting will occur before the assistant is expected to work with a student on a support plan. Further reviews will occur if/when any of the above support plans are changed within 1 working day of the plan change. If a student or an assistant arrives at a school after the school year has started, relevant plan reviews will occur with the assistant and teacher before the assistant is expected to work with a student on a support plan.

**ARTICLE 8                    HOLIDAYS COMPENSATION**

**A. Twelve (12)-Month Employees**

1. A 12-month employee shall receive the holidays without loss of pay, as set forth in this section, provided that the employee is on the active payroll and works on the last regular District workday prior to and the first regular District work day after the occurrence of the holiday or be on a paid leave on such days.

- a. Independence Day
- b. Labor Day
- c. Veterans' Day
- d. Thanksgiving Day
- e. Day following Thanksgiving
- f. Christmas Eve
- g. Christmas Day
- h. New Year's Day
- i. Memorial Day

- j. Martin Luther King Jr. Day
  
- k. Juneteenth

**B. Less Than 12-Month Employees**

1. A less than 12-month employee shall receive, without loss of pay, the following holidays which occur during their assigned work year, provided that the employee is on the active payroll and works on their last regular assigned workday prior to and their first regular assigned work day after the occurrence of the holiday or be on a paid leave on such days.
  - a. Independence Day
  
  - b. Labor Day (in order to receive holiday pay the employee must work on at least one (1) day during the week before Labor Day and must work the first regular assigned work day after Labor Day. Bus driver's attendance at and completion of in-service training prior to the start of the school year and work the first regularly scheduled workday after Labor Day shall qualify them for the Labor Day holiday pay.)
  
  - c. Veterans' Day
  
  - d. Thanksgiving Day
  
  - e. Day following Thanksgiving
  
  - f. Christmas Eve

- g. Christmas Day
- h. New Year's Day
- i. Memorial Day
- j. Martin Luther King Jr. Day
- k. Juneteenth

### **C. Holiday Compensation**

1. An employee's holiday pay shall be the equivalent of their regular day of work for the District.
2. If an employee is required to work on an observed holiday, they shall receive the overtime rate for all hours worked in addition to their regular holiday pay.
3. If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on a Sunday, it shall be observed on Monday.

**ARTICLE 8                    HOLIDAYS COMPENSATION**

**A. Twelve (12)-Month Employees**

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- c. Veterans' Day
- d. Thanksgiving Day
- e. Day following Thanksgiving
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- h. New Year's Day
- i. Memorial Day

- j. Martin Luther King Jr. Day
  
- k. Juneteenth

**B. Less Than 12-Month Employees**

1. A less than 12-month employee shall receive, without loss of pay, the following holidays which occur during their assigned work year, provided that the employee is on the active payroll and works on their last regular assigned workday prior to and their first regular assigned work day after the occurrence of the holiday or be on a paid leave on such days.
  - a. Independence Day
  
  - b. Labor Day (in order to receive holiday pay the employee must work on at least one (1) day during the week before Labor Day and must work the first regular assigned work day after Labor Day. Bus driver's attendance at and completion of in-service training prior to the start of the school year and work the first regularly scheduled workday after Labor Day shall qualify them for the Labor Day holiday pay.)
  
  - c. Veterans' Day
  
  - d. Thanksgiving Day
  
  - e. Day following Thanksgiving
  
  - f. Christmas Eve

- g. Christmas Day
- h. New Year's Day
- i. Memorial Day
- j. Martin Luther King Jr. Day
- k. Juneteenth

### **C. Holiday Compensation**

1. An employee's holiday pay shall be the equivalent of their regular day of work for the District. **Bus drivers' shall receive holiday pay equal to their route package hours as defined in Article 28, Section A-5.**
2. If an employee is required to work on an observed holiday, they shall receive the overtime rate for all hours worked in addition to their regular holiday pay.
3. If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on a Sunday, it shall be observed on Monday.

**ARTICLE 9            VACATION**

**A. Paid Vacation**

1. All members of the bargaining unit shall be entitled to paid vacation.

**B. Accrual**

1. Full-time employees, 40 (forty) hours per week, 12 (twelve) months per year, shall accrue vacation in accordance with the following schedule:

<b>Service Years</b>	<b>1-2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	<b>9-10</b>	<b>11-12</b>	<b>13 &amp; above</b>
Hours Per Month Accrued	6.6667	8.0000	8.6667	9.3337	10.6667	13.3334	14.0000
Total Hours for 260 Day employees	80.0004	96.0000	104.000 4	112.004 4	128.000 4	160.000 8	168.0000
Days	10	12	13	14	16	20	21

2. Hours accrued per month for less than full-time employees shall be prorated based on the employee's hours worked, plus additional earnings up to 40 (forty) hours per week, during the accrual period.
3. Less than 12-month employees shall accrue vacation for any work performed in the same classification during scheduled recess periods.
4. Example of above schedule: Employed by the District eight (8) years and working 40 (forty) hours per week, 11 (eleven) months per year. Service years eight (8) factor

9.3337 times months employed 11 (eleven); equals total hours accrued vacation of 102.6707.

### **C. Approval**

Requests for vacation leave will be made in writing at least five (5) working days in advance. All requests for vacation must be pre-approved by the immediate supervisor. If the request was submitted at least five (5) working days in advance and the immediate supervisor does not render a decision to the employee **in writing** within five (5) working days of receipt of the request, the request will be automatically approved. Employees may appeal to the Executive Director of Human Resources or designee if they believe their request for vacation has been unreasonably denied.

### **D. Holidays**

When a holiday observed by the District falls on a workday during an employee's vacation, the vacation shall be extended accordingly.

### **E. Payoff/Usage**

#### **1. Less Than 12-month Employees**

Accrued vacation not used by less than 12-month employees will be paid off annually at the regular rate of pay.

Less than 12-month employees may request to rollover up to a maximum of 24 (twenty-four) hours of their vacation accrual by written request before May 1<sup>st</sup>.

## 2. 12-month Employees

Any other employee whose accrued vacation is not used by the end of the fiscal year, following the year in which the vacation was earned, shall be forfeited unless the District was unable to provide the affected employee such time off because of operational needs. In this event, the District shall, at its discretion, either carry forth the vacation time or monetarily compensate the employee for such time. shall be paid off at the end of the fiscal year at the regular rate of pay.

## 3. All Non-Probationary Employees

End of Employment: Upon termination of employment for any reason, an employee who has completed their initial probationary period shall be paid for all accrued but unused vacation.

**ARTICLE 10 LEAVE OF ABSENCE WITH PAY**

**A. Sick Leave With Pay**

1. All employees shall accrue sick leave in accordance with the provisions of Oregon's School Employee Sick Leave Law (ORS 332.507) and the Oregon Paid Sick Pay Law (ORS 653.601-653.661) related to their and/or their family's illness or injury. Full-time 12-month employees shall accrue 12 (twelve) days each fiscal year, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a pro-rated basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. Additionally, at the beginning of their contracted year, each employee shall be awarded three (3) days of sick leave equivalent to three (3) of the employee's regular workdays. These three days replace the "Family Illness Leave" benefit that appeared in previous collective bargaining agreements. Bus drivers shall have their allocation based on their October package hours for the current year. In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished a statement each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.
2. An employee whose term of illness extends through June 30 of any given fiscal year, and at that time has not used up all paid accruals shall be able to continue to use their sick leave accruals at the beginning of the next fiscal year. However, in these cases, such an employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work. An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action, if other unauthorized employment is undertaken while the employee is absent.
3. Sick leave is a right of an employee when used in accordance with this Article and sick leave statutes. The District may require medical certification as a condition of allowance of sick leave when an employee is absent in excess of 10 (ten) consecutive workdays.

4. If the employee's absence may qualify under state and/or federal leave laws, then the employee will provide a medical certification along with the application no later than three (3) days following the start of the leave. The District shall provide written notice of the reason(s) for requiring the medical certification upon request by the employee.
5. If the medical certification indicates an employee can return to their duties, they shall return, or in continued absence may be disciplined up to and including termination.
6. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.
7. Sick leave shall be utilized for personal or family members' medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal or family member's physical and/or mental illness, injury or any disabling condition including pregnancy as verified by a healthcare provider.
8. Qualifying family members under Section A.1 of this Article include: Spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.
9. When an employee is absent due to illness or injury compensable under the Workers' Compensation Law, the District's obligation to compensate the employee from any of the employee's paid accruals is limited to the difference between the payment received as a result of Workers' Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued

leave. The order of the accruals to be used are as follows: sick leave, vacation leave, and personal leave.

10. Any employee on workers' compensation leave who has exhausted their sick leave and whose healthcare provider certifies a return to two (2) months of light duty work, will receive the same District-paid insurance contribution for those two (2) months and one (1) additional month.
11. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, **will receive compensation will have their leave accruals reinstated for the absence** for up to three (3) days **per instance. If the employee entered into unpaid status due to this three (3) day absence, the District will compensate the employee** of pay at the employee's per diem rate **for unpaid worktime lost, per instance.** In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.
12. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to 75 (seventy-five) days of unused sick leave from another Oregon school district. The accumulation shall not exceed that carried by the most recent Oregon school district. However, the transfer of sick leave from another Oregon school district shall not be effective until the school employee has completed 30 (thirty) days in the new district.
- 13. An employee may use sick time to donate blood.**

## **B. Paid Family Medical Leave Insurance**

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance (PFMLI program), the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would

otherwise be required to contribute with a state plan. PFMLI will run concurrently with OFLA/FMLA.

2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with PFMLI when providing notice of their foreseeable leave to the Leaves department. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If employees choose to use their accruals, they will enter their absences in the District's absence management system. If they choose not to use their accruals, the Leaves Department will enter their absences on their behalf.

If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department as soon as possible.

3. If an employee's PFMLI leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

### **C. Court Appearances**

1. If an employee must appear in court on their own behalf, they may use their personal leave, vacation, or take leave without pay.
2. If an employee is called for jury duty or is subpoenaed as a witness in a court case related to their work with the District, they will be compensated by the District at

their current rate of pay, for the hours of work lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The District may require a jury summons to be provided by the employee.

3. In the event the employee is a claimant against the District, then their leave shall be without pay.
4. Day shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed court duty for more than one-half day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

#### **D. Personal Leave**

1. Employees shall have available a total of three (3) days per fiscal year for personal leave purposes. Such leave shall not accumulate from year to year. Such leave shall not be used for any purpose for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. Requests for leave must be made in writing at least three (3) workdays prior, unless it is an emergency, then the request will be provided as soon as practical. If the employee submitted their request at least three (3) workdays prior to the personal leave and the supervisor has not rendered a decision **in writing** to the employee within three (3) workdays, the request will be automatically approved. The supervisor's decision may be appealed to the Director of Human Resources or designee within 14 (fourteen) calendar days of a supervisor's denial of use of personal leave.
2. Personal leave may not be used during blackout dates, defined as the first five (5) student contact days at the start of the school year or the last five (5) student

contact days at the end of the school year, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday.

3. Exceptions to blackout dates will be made on a case-by-case basis for once in a lifetime events (i.e. wedding or graduation) by submitting a written request to the employee's supervisor. These exceptions must be communicated to payroll and Human Resources in order not to result in a loss of pay.
4. Personal leave hours will be front loaded to an employee after the employee has worked one (1) full day after the start of the fiscal year.

5. Unused personal leave shall be paid out to the employee at their regular rate of pay at the end of the fiscal year.

#### **E. Association Leave With Pay**

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting with District representatives concerning administration of this contract and adjusting grievances under the procedure defined herein.

#### **F. Educational Leave with Pay**

Leaves of absence with pay to attend workshops, conventions, or other training programs may be granted upon proper application to the supervisor, with approval by the Superintendent or their designee. Such leave shall apply only to programs which in the District's judgment will improve District operations. Expense allowances for meals,

lodging, and travel may be granted for such leave according to District policy. An itemized expense account must be submitted to the Fiscal Services office upon return.

### **G. Military Leave With Pay**

The District will comply with all state and federal laws regarding military leave. Military leave may be with or without pay based on the type of orders received by the employee. This leave is available to all qualifying employees, including employees in probationary status. Employees will notify the Benefits and Leaves Department to process Military Leave requests.

### **H. Family Illness Leave**

Family illness leave may be utilized for absence due to critical illness or injury of a family member as defined in Section A of this Article and includes sibling, aunt, uncle, niece, and nephew to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. When the family member resides outside the employee's household, the employee's presence must be necessary in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

### **I. H. Bereavement Leave**

An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family. The immediate family shall be defined for the purpose of this section as parent, ~~parent-in-law,~~ in-laws (including parent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law), spouse, domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparent and grandchild, sibling (including step-brother and step-sister), aunt, uncle, niece, ~~and~~ nephew, and cousin, or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the

relationship of their family when entering their absence. Employees may use any available vacation leave in accordance with the provisions of Article 9. Probationary employees are eligible to use leave.

Note: There are additional bereavement leave opportunities in Article 11, Leave of Absence Without Pay

### **I. Funeral Leave**

Employees may be granted up to four (4) hours off with pay to attend a funeral of a friend or family member not listed in Section H above. Advanced arrangements are to be made with the employee's supervisor as soon as practical.

### **J. Inclement Weather and Emergency Closures**

The district will provide all classified employees with three (3) days of paid "Inclement Weather" leave to use during District-called delays or closures. Employees will be paid their full daily pay for each Inclement Weather Leave day used, or portion thereof. Employees are not required to use their personal accruals on these days. After exhausting the three (3) Inclement Weather Leave days, employees may use their personal and/or vacation accruals to supplement their hours during District-called delays or closures.

### **K. Parent-Teacher Conferences**

Classified staff who need to attend parent/teacher conferences for their children would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's or department's conference day(s) schedule without a loss of pay or deduction from the employee's leave accruals.

### **L. Athletic and Activity Coaching/Advising**

ASK ESP IP  
February 11, 2026  
4:30pm

Employees hired as an athletic or activity coach or advisor by the District shall be released to attend games/competitions with their team with no loss in pay or deduction in the employee's leave accruals.

## ARTICLE 14            RATES OF PAY

### A. Salaries

1. The base schedule will be increased by 7.0% for fiscal year 2023-2024 retroactive to July 1, 2023, 3.75% for fiscal year 2024-2025, and 4.0% for fiscal year 2025-2026. by 7.25% for fiscal year 2026-2027.

Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 recognition and retention stipend. This stipend shall be paid out within 10 (ten) working days of ratification of this Agreement. Employees whose FTE is greater than or equal to 0.5 FTE shall receive the full \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. Casual employees and employees on a non-protected leave of absence for more than six (6) months are ineligible for the stipend. Employees on a paid administrative leave shall receive the stipend upon reinstatement.

2. All employees eligible for step increases shall receive their step increase on July 1<sup>st</sup> of each year. New employees hired before January 1<sup>st</sup> of a given year shall receive a step increase on July 1<sup>st</sup> of the same year. New employees hired January 1<sup>st</sup> or later of a given year will not receive a step increase until July 1<sup>st</sup> of the next year.
3. If an employee is hired or reclassified into a higher paying classification, the employee shall be moved effective with date of assignment to the step in the new classification that is based upon the greater of the following:
  - Step consistent with their years of related work experience as determined by Human Resource; or
  - The next higher step in pay, on the new pay range; or

- Step One (1) of the new pay range.
4. If an employee is hired or reclassified into a lower paying classification, the employee shall be moved effective with date of assignment to the step in the new classification based upon the greater of the following:
- a. Step consistent with their years of related work experience as determined by Human Resources;
  - b. Step consistent with their last held step in the lower paying classification, if applicable; or
  - c. Step One (1) of the new pay range.

## B. Out-of-Class Pay

1. Employees temporarily assigned by the District to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of- classification. After five (5) consecutive workdays in such assignment an employee shall be entitled to the rate of pay that is the comparable pay step in the new classification range which provides a salary one (1) pay step higher than the salary they were receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. NOTE: The District will change job descriptions to read "Performs related duties consistent with job description and assignment." However, the District may continue to use employees out of class as long as it complies with any applicable contract language regarding out-of-class pay.

2. Employees who are paid below range 15 shall be paid at their current experience step at range 15 for 30 minutes or actual time worked, whichever is greater, per instance they are required to assist a student with a toileting protocol.

### **C. Longevity Stipend**

An employee who meets the qualifications shall receive a longevity stipend of 2.5% of their annual salary paid in a single payment in October of the year they qualify. Such payment shall be paid once every three (3) years to qualified employees. To qualify, employees must be repeating on the 6th step and must have been continuously employed in a bargaining unit position in October. Qualified means any employee who is repeating at the 6th step of any salary range and has 10 (ten) or more years of continuous service with the District in a classified bargaining unit position. No employee shall receive a longevity stipend more often than once in any three (3)-year period.

Employees working out of class will have their qualification for the stipend calculated based on their step placement on the salary range of the position in which they otherwise would be working.

### **D. Pay Options**

1. Each regular Education Support Professional employee whose work assignment is less than 12 (twelve) months shall be paid on the basis of 12 (twelve) equal payments. Employees who are on a 12 (twelve) pay schedule will receive all monies earned in the fiscal year by June 30<sup>th</sup>. Annually, a returning employee shall be permitted to elect payment on the basis of 10 (ten) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. Once an election is made, it must remain in effect for the current year and will remain in effect from year to year thereafter provided the selected pay option is valid for the employee's work assignment dates.
2. Employees who wish to change their pay option election must notify the District in writing on or before July 15<sup>th</sup> of the new fiscal year.
3. This section does not apply to 12-month employees.

## E. Overtime

1. Overtime pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.
  
2. Eligible employees shall be compensated at the rate of time and one-half, but in no event shall such compensation be received twice for the same hours.
  - a. Overtime shall be paid for all assigned work in excess of 40 (forty) hours in any workweek, except when employees work a four (4) – 10 (ten) workweek. In such case overtime will be paid for all assigned work in excess of 10 (ten) hours in a day or 40 (forty) hours in any workweek.
  
  - b. Overtime pay shall be based on the actual number of hours on duty per day except that one and one-half (1 ½) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works plus unworked holiday and vacation hours shall be credited as time worked in computing total work period hours. Sick leave shall not be counted as time worked.
  
3. Notwithstanding the provisions of sections E.2.a and E.2.b above, an eligible employee at his or her discretion with the concurrence of the District will be granted compensatory time off in lieu of pay for overtime worked. Compensatory time off shall be computed at the rate of time and one-half (1 ½) for all overtime worked. Any compensatory time that has not been used by May 15<sup>th</sup>, will be paid out in full in the May payroll. Any compensatory time earned in June, will be paid out in the June payroll as overtime. Compensatory time earned and used will be tracked in the payroll system and noted in the employee's leave accruals.

4. In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
5. To the extent determined feasible by the District's supervisors, employees will be provided advance notice of overtime assignments.

#### **F. Shift Differential**

1. The District agrees to provide shift differential compensation to employees working four (4) or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

2. The District agrees to provide shift differential compensation to Special Program Instructional Assistant employees assigned to work in a self-contained special education setting. Such compensation shall be four percent (4%) per month greater than their regular monthly salary.

#### **G. Call Back Pay**

In emergency situations, an employee who is called back to work after the end of their shift, shall be compensated at the rate of time and one-half (1 ½) for a minimum of two (2) hours or actual hours worked, whichever is greater.

#### **H. On-call Pay**

1. An employee who is required by their supervisor to remain on call and available for work outside of their regular shift, and is required to report immediately when contacted by their supervisor, shall be paid two (2) hours at their regular rate of pay for every 24 (twenty-four) hour period during Monday at 8:01 a.m. – Friday at 4:59

p.m. The first time the employee is required to report to work, the time worked shall be applied to the two (2) hours per 24 (twenty-four) hour period.

a. On Friday, beginning at 5:00 p.m. until Monday at 8:00 a.m., an employee shall receive four (4) hours for every weekend period. The first time the employee is required to report to work, the time worked shall be applied to the four (4) hours, per weekend.

2. The employee shall receive additional pay the first time they report only if the time exceeds two (2) hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked, in excess of 40 (forty) hours during a workweek, shall be subject to overtime provisions.

#### **I. Mileage Reimbursement**

Employees who are required to use their personal vehicles for work purposes will track and submit their actual miles traveled and will receive reimbursement at the IRS rate.

Employees who are not required, but request to use their own vehicle for work purposes, must have pre-approval from their supervisor. If the employee has pre-approval to use their personal vehicle, they may submit a mileage report and receive reimbursement at the IRS rate.

#### **J. Bilingual Differential (This Provision Goes into Effect on July 1, 2024)**

Employees may qualify for a language differential of four percent (4%) of the Grade 19, Step 1 Rate, if the following requirements are met:

##### **1. Qualifications**

- a. The employee demonstrates verbal and written proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District; and
  - b. The employee's supervisor assigns duties which include the use of the second language on a regular basis that supports students, staff, parents, and/or community members of their school or program.
2. This differential will be awarded to employees on a year-to-year basis based upon the needs of the District.
  3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.

#### **K. Payroll Errors**

The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request and submission of confirming documentation. The District will also collect overpayment of wages and/or benefits from employees.

#### **L. Work During Recess Periods**

Less than 12-month employees who are brought back to work during scheduled recess periods will be paid a rate consistent with past practice. The rate will increase each year at the same rate as the salary schedule.

#### **M. District Closures**

ASK ESP IP  
February 11, 2026  
4:30pm

Employees who are required to report to work at a District work location, during a District closure, shall receive a four percent (4%) differential for the hours worked on that day.

**ARTICLE 15            INSURANCE**

**A. District Contribution**

1. The maximum District contribution for plans selected will be ~~\$1,510 for the 2023-2024 insurance year, beginning the month following ratification and \$1,550 for the 2024-2025 insurance year, and \$1,575~~ **\$1,675** for the ~~2025-2026~~ **2026-2027** insurance year.
2. Employees may elect an insurance benefit package from the District's programs offered. For employees working 4 to 5.99 hours per day, the District shall contribute 70.0% of the amount paid for six (6) to eight (8) hour employees. Part time employees as defined in this Article may select insurance benefits as allowed by the current plan.
3. The difference, if any, between the cost of the insurance package chosen by the employee and the District contribution shall be paid by the employee through a payroll deduction.
4. Two (2) Employees Employed by the District Benefit (Formerly "Two (2) on Contract")

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

- a. Both the employee and spouse or domestic partner work for the District.

- b. Both the employee and spouse or domestic partner are both eligible for insurance benefits.
- c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
- d. Two (2) Employees Employed by the District Benefit means:
  - i. One (1) spouse, domestic partner employee declines the medical, dental, and vision enrollments offered by the District.
  - ii. The other spouse or domestic partner of the employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by OEBC.
  - iii. The family has one (1) set of medical, vision, and dental benefits and is not double covered through the District.
- e. If the employee and/or spouse work part-time and receive a pro-rated District contribution, the District will pay up to 100% (one hundred percent) of the pro-rated contribution for each person.
- f. Any premium amount not covered by the District contribution is paid by the employee.

5. The District will contribute \$100 a monthly amount to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District. The monthly amount contributed shall be the difference between the District monthly insurance premium contribution and the cost of the

employee's total insurance benefit package, not to fall below \$100 per month or exceed \$500 per month.

6. Insurance Package Opt Out:

a. Section 125 Flexible Spending Account: For employees who elect not to enroll in a District insurance package and who are not covered by a qualifying high-deductible health plan, the District shall:

i. Contribute \$500 per year to the employee's Section 125 Flexible Spending Account, and

ii. Make an additional matching contribution to the employee's Section 125 Flexible Spending Account, up to the maximum yearly contribution limit established by the Internal Revenue Service.

b. Health Savings Account (HSA): For employees who elect not to enroll in a District insurance package and who are covered by a qualifying high-deductible health plan, the District shall contribute \$500 per month to the employee's HSA.

5-

## B. Retirees

1. Retiring employees may elect to continue participation in District group insurance plans, single, two (2)-party or family rate, at their own expense, in accordance with state law, insurance company rules, and District procedures.

2. Less than 12 month employees who retire at the completion of their contracted work year shall receive their District-provided insurance contribution and benefits through the end of the insurance plan year.

3. 12 month employees who retire two or fewer months before the end of the insurance plan year shall receive their District-provided insurance contribution and benefits through the end of the insurance plan year.

## C. Domestic Partners

ASK ESP IP  
February 11, 2026  
4:30pm

Same-sex domestic partners will be permitted to enroll in the negotiated insurance plan. The eligibility regulations defining domestic partners shall be in accordance with the insurance company's affidavit. In order to ensure the employee's privacy, a confidential method will be developed by the District for enrollment procedures. There shall be no reprisal for an employee's lifestyle revealed due to enrollment.

**ARTICLE 17 SENIORITY, VACANCIES and TRANSFERS**

**A. Seniority**

1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District in a bargaining unit position since their original date of service without a break in service. All authorized leave shall be considered as continuous employment for the purpose of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated, shall have their full seniority earned prior to layoff restored, but shall not earn seniority during their layoff status.
2. Seniority within job classification shall mean an employee's total length of continuous service in a designated job classification since their date of appointment to that job classification.
3. If an employee voluntarily separates from their District employment for any reason besides retirement but is rehired as a regular District employee within 15 (fifteen) business days, including recess periods or winter and spring breaks, then there shall be no break in service as it relates to their original seniority date.

**B. Job Openings Notifications**

1. The District will post job opening notices that are accessible via the District web site.

**C. Vacancies**

1. When a bargaining unit vacancy of more than ~~three (3)~~ two (2) hours occurs within the District any bargaining unit member may apply for the open position. The District and the Association agree to support the concept of “first consideration” so that currently employed Education Support Professional personnel have the opportunity to change their position as vacancies arise. In fulfilling the concept of first consideration, the District will fill vacancies in the following manner:
  - a. District officials will interview a minimum of three (3) qualified in-District applicants for each position, if that many have applied. In-District applicants invited to participate in a video interview may request and will receive an in-person interview if preferred by the applicant. Requests will be submitted to the hiring supervisor.
  - a.b. The District will select one of the qualified in-District candidates interviewed to fill the open position.
2. When a bargaining unit vacancy of ~~three (3)~~ two (2) hours or less occurs, the position may be assigned as a temporary position for that school year only, to an employee within that building/department without going through the normal recruitment process.
3. The District retains the sole right to determine the person selected to fill a bargaining unit vacancy within the parameters of Section C Item 1.b. above, and its decision shall not be subject to arbitration.
4. Job opening notifications shall state job title, minimum job responsibilities, qualifications, pay range and building location. In the custodial department, building location will be tentative. Custodial employees seeking a lateral change in assignment may communicate the request in writing to the supervisor. No assignments will be made without first consulting the list of those requesting transfers to the work site in question. Custodians will not be involuntarily transferred to another work site or work shift unless the District deems there are good and sufficient reasons.

5. In the event an employee is not selected, the District, upon employee request, shall furnish the employee with the reason(s) for the denial.

6. An employee not hired for a position for which they have applied shall receive a notice the position has been filled.

7. For the purposes of this article, "Vacancy" shall be defined as:

a. an open position that is designated as a permanent position; or

b. an open position that is designated as a short-term temporary position as defined in Article 1 Section A-3;

c. An open position that is designated as a long-term temporary position as defined in Article 1 Section A-3.

6.

#### D. Voluntary Transfers

An employee who has completed their initial probationary period may initiate a request for a voluntary transfer to another position by filing an application for the vacancy.

#### E. Involuntary Transfers

1. To meet the operational needs of the District, the District has the right to reassign employees as necessary.

2. When possible, the The District will request volunteers for transfer prior to involuntary transfer. Volunteers may be restricted to specific job classifications, assignments, FTE levels, or other criteria, as determined by the District.

a. If volunteers are requested, the most senior qualified volunteer who meets all the position requirements will be selected first.

3. Notice will be given to a staff member identified for transfer as soon as reasonably possible.
4. A staff member identified for transfer may request to discuss the reason(s) for the transfer with the Executive Director of Human Resources or their designee.
5. To ensure a safe and efficient transition, employees who are involuntarily transferred will be given an orientation to their new worksite by their supervisor or designee.

#### **F. Probationary Period**

All Probationary Employees - The parties recognize that the six (6) month probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

1. New Hire Probationary Employees - Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The District has the right to terminate new employees on a probationary status after written notice that shall give reason(s) for the decision to terminate.
2. Current Employees Hired into a Different Classification - Employees hired into a different classification shall serve a probationary period of three (3) months in the new classification. During this period the employee shall remain a member of the bargaining unit with all the rights and privileges of the bargaining unit. The Association also recognizes the right of the District to return an employee on probationary status in a different classification to their previous position or

classification if, in the District's judgment, their work performance fails to meet required work standards or the employee requests that they be returned to their former position or classification. The District will notify an employee whose job performance is unsatisfactory and give the employee an opportunity to improve their performance before removing the employee from the probationary position.

3. The probationary periods in Sections 17.F.(1) and F.(2) of this Article do not accumulate if the employee does not work during the summer break (June through August), spring break, or the winter break (December-January).

**ARTICLE 18            LAYOFF and RECALL**

**A.        Definitions**

1. Layoff – When the employer removes an employee from active work and places the employee into an unpaid status without prejudice, or when an employee's work hours are permanently reduced, excluding bus drivers route package hours.
  - a. ~~Any reduction in hours that negatively affects an employee's District insurance contribution shall be considered to be a layoff or permanent reduction in force and shall entitle the affected employee to the rights and obligations of this Article.~~
2. Qualifications – the minimum standards of performance required by the District, as per District job description and any special occupational skills.
3. Bump – the displacement of one (1) employee by another employee with greater seniority.
4. Classification – the specific title to which an employee is assigned based on the District's Education Support Professional employees' classification schedule.
5. District Seniority – based on continuous employment with the District since original date of service without a break in service.
6. Classification Seniority – based on date an individual was hired into classification presently held without a break in service.

7. Break in Service – voluntary or involuntary termination of one’s employment status with the District excluding paid leaves, authorized unpaid leaves, and periods of layoff.
  
8. Special Occupational Skills – “Special occupational skills” shall refer to those skills and abilities, acquired either as a result of on-the-job training or formal training that allow the employee to perform part of the job description or significantly enhance performance of the job currently occupied, and which could not be acquired by a replacement employee without special training or on-the-job training with the first 10 (ten) days of placement into the position. Examples are licensure for application of pesticides/herbicides by a grounds’ worker; bilingual language facility by an instructional assistant; skills necessary to act as a vocational trainer.

## **B. Notification of Layoff**

If the District determines the need for a Layoff of Education Support Professionals, notice will be given to the Association and to the employees to be laid off 21 (twenty-one) calendar days prior to the implementation of any layoffs. The District reserves the right to determine positions to be eliminated, layoffs within the bargaining unit will be determined by the District as follows: employees shall be laid off within each affected job classification according to District seniority except in case of operational needs for special occupational skills. Where District seniority dates are the same, classification seniority shall be used to break any ties. Ties of classification seniority shall be broken by lot.

## **C. Placement**

1. Prior to layoff or displacement of employees through the bumping process, the District will place affected employees in existing vacancies within the same classification. Qualified employees will be placed into positions with the same number of regular hours in the first instance, and into positions with up to one (1)

additional regular hour in the second instance, and into positions with a fewer number of regular hours, in the third instance.

2. If a vacancy exists at the affected employee's current worksite with fewer hours than they are currently entitled to, the affected employee may waive their right outlined in item 1 above and shall be given the right of first refusal for the vacant position at their worksite. If more than one employee has the right to the vacant position, the right of first refusal shall be awarded according to District seniority.

#### **D. Bumping Rights/Seniority**

If there are no regular vacancies in their classification, an employee scheduled for layoff may, using District seniority, bump the least senior employee in the same classification provided they are qualified to perform the duties of the position and the number of regular hours assigned to the new position is not **more than one (1) regular hour** greater than they are currently assigned on a regular basis. An employee may elect the option of layoff in lieu of bumping an employee who is assigned fewer regular hours or if the placement results in the loss of eligibility of benefits.

#### **E. Layoff in Lieu of Bumping**

If there are no remaining positions in the current classification with the same number of regular hours, an employee scheduled for layoff may, using District seniority, bump into the next lower classification or the lateral classification in which they most recently held regular status provided they are more senior than the employee being bumped and are qualified to perform the current duties/responsibilities of the lower or lateral classification as required. An employee may elect the option of layoff in lieu of bumping an employee who is assigned fewer regular hours.

#### **F. Recall**

1. Employees laid off shall be placed on a layoff list by District seniority and will be recalled, according to such list as bargaining unit openings occur in their classification as long as the laid off employee is qualified for the position or a previously held lateral or lower classification for which they are qualified become available. No regular employees shall be laid off within a job classification until all probationary employees in such classification have been removed unless, in the District's judgment, a deviation from this process is reasonable based on special occupational skills.
2. No employees will be hired into a classification from which employees have been laid off while qualified employees remain on the layoff list for that classification.
3. Qualified employees on layoff status will be considered in-district applicants when applying for positions in a classification not previously held.
4. In the event of recall, the Board shall notify a member of recall by registered letter at the last address given to the Board by the employee. An employee shall have 15 (fifteen) **business** days from receipt of the letter to notify the Board of their intent to return and must be able to return within 15 (fifteen) calendar days of letter of intent.

**G. Mutual Agreement**

1. Nothing in this Article is intended to preclude the District and the Association from mutually agreeing to allow bumping rights to senior employees who do not meet the specific criteria set forth in section 4 of this Article.
  - a. Layoff Benefits – The Board shall provide for laid off employee insurance benefits for 30 (thirty) days following layoff. Employees on the recall list may continue insurance at the group rates at their own expense.

- b. All benefits to which an employee was entitled at the time of their layoff will be restored to them upon their return to active employment, and they will be placed on the proper step of the salary schedule.

#### H. Termination of Layoff Status

1. Layoff status shall automatically terminate if any one (1) of the following occurs:
  - a. An employee is not recalled within 27 (twenty-seven) months from the effective date of such layoff.
  - b. An employee fails to accept a position offered in the same or a previously held lateral or lower classification provided the number of hours is equal to or greater than they were working at the time of layoff.
  - c. An employee fails to timely respond to recall, the maximum being 15 (fifteen) **business** days from the date of a certified letter sent to the employee.

#### I. Classification of Bus Drivers

1. The classifications of School Bus Driver, Special Program Driver, Utility Driver, and Standby Driver will be considered as a single classification for layoff and bumping consideration purposes.
2. The District will make every reasonable effort to place regular employees who are scheduled for layoff and who do not have bumping rights under other provisions of this Article into vacant positions for which they are qualified. In such case the normal procedures shall not apply.

**J. Association Request**

1. Upon request, the District shall provide the following information to an authorized representative of ASK ESP.
  - a. A current seniority list.
  - b. When layoffs have been completed, a list of bargaining unit members who have been laid off to include the employees' job classification(s).

## **ARTICLE 19            HEALTH AND SAFETY**

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations.

### **A. Protective Equipment**

In accordance with OSHA requirements, the District will assess worksites to determine if hazards are present or likely to be present that require the use of personal protective equipment (PPE) or other protective equipment. The District will provide training to each employee who is required to use PPE including when to use the equipment, what equipment to use, how to put on the equipment, and the necessary maintenance protocols. Proper PPE and other protective equipment shall be provided for all employees engaged in work where such PPE is required to meet state or federal regulations or District policy. PPE and other protective equipment shall remain the property of the District.

### **B. Blood Borne Pathogens**

The District will provide training regarding Bloodborne Pathogens to Education Support Professional staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Bloodborne Pathogens Exposure Control Plan.

### **C. Physical Examinations**

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The District will establish standards for such physicals and the District reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

#### **D. Paid Training**

When the District requires safety and first aid training for Education Support Professional employees, it will be provided at no cost to the employee. The employee's training time shall be paid at the employee's regular rate of pay.

#### **E. Access to Student Records**

All school district employees, (including, but not limited to SPIA and Bus Drivers) assigned to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health, or disability-related support needs of the student must have access to the individualized education program, 504 Plan, behavior intervention plan, medical support protocols, or any other documentation related to the school district employee's responsibilities to assist with the student's educational, behavioral, medical, health, or disability-related support needs.

#### **F. Training Programs**

1. All school-based employees, as well as non-school-based employees who work directly with students, will receive training in de-escalation and crisis management intervention techniques.

2. All Campus Safety Specialists and SPIAs will receive Oregon Department of Education approved restraint, seclusion, and staff protection training. Other employees may volunteer to receive training as capacity allows, as determined by the District. The District and the Association agree to work collaboratively to identify additional employees who may receive this training.

## **G. Emergency Contact During the Work Day**

Each worksite will establish procedures that identify who an employee contacts in the building for assistance during emergencies. The procedure will include a contingency in case the initial contact person is not available and name a supporting administrator if there is not one available in the building. Modifications to these procedures will be shared with staff, including the building representative, by the conclusion of the third week of school.

## **H. Response to Intervention**

1. For students, in cases where the frequency, intensity, and/or duration of student behavior jeopardizes the safety of staff or students, a collaborative approach will be taken to address the situation. The concern will be brought to the school team that meets to discuss student behavior and/or the student's IEP team, in collaboration with those knowledgeable of the student and staff knowledgeable of the incident(s). They will consider the need for interventions or adjustments to promote a safe environment including a behavior plan if the student does not currently have one. The following people may be invited to attend the meeting: employee(s) knowledgeable about the student, administrator, behavior team member, and parent/guardian.

### 2. District Disciplinary Policy

The District will notify all employees of any changes to District student discipline policies.

### 3. School Disciplinary Policy

- a. Student disciplinary procedures shall exist for each school in the District. Employees and administrators shall adhere to the procedures.

~~b.~~—The building principal will provide the employees with either written or online building discipline procedures, including the discipline matrix at the beginning of the school year.

—

b.

### **I. Worksite Safety Committees**

Employees whose regular workload completion is interrupted because of participation in a worksite safety committee shall be granted additional worktime to complete the displaced work.

**ARTICLE 20 PERSONNEL FILES AND EMPLOYEE EVALUATIONS**

**A. Personnel Files**

1. The official file of each employee is confidential and shall be kept in the District Human Resources office. Materials in an unofficial site-based file for an employee can remain as long as the site-based administrator and employee remain at the same site, then materials will be sent to Human Resources for processing.
2. No written disciplinary action, complaint or evaluation will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to sign the document, the supervisor will note on the document the date and time the employee was presented the document and that the employee refused to affix their signature. The document will then be placed in the personnel file. The employee also will have the right to submit a written answer to such material and their answer will be attached to the file copy.

**3. Non-disciplinary Letters**

- ~~3.~~ Non-disciplinary letters such as letters of caution, consultation, warning, or directive shall be considered temporary contents of any employee's personnel record and upon employee request shall be removed and destroyed three (3) years after being placed in the record, if the employee has maintained a clear record received no related discipline during those three (3) years.
4. An employee may have access to review their file by contacting the District Human Resources Department. Online access will be made available to the employee,

following their request. An employee must provide written authorization for any other party to view their personnel file.

## B. Employee Evaluations

Changes to the evaluation system shall be presented to the Association for review prior to implementation.

1. Evaluations shall be completed annually.
2. Employees may request a written copy of their summative evaluation.

**(Section C has been incorporated into Article 4)**

## **C. Complaints**

1. An employee shall be advised of any formal complaint filed by a student, parent, community member, or coworker. Complaints can be handled in an informal way with the Administrator sharing the information and working for a mutual resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
2. If a complaint may result in discipline and an investigative meeting may be held, notification of the meeting will include a description of the employee's alleged misconduct, including the date(s) of the alleged misconduct, if applicable.
3. There will be no retaliation against any complainant by the Association or the person complained about.

## D. **C. Complaints by Employees**

Employees who wish to process complaints may use the District's policy, not covered by this Agreement may use the District's Employee Complaint policies, Processes and work instructions: HUM-A038, HUM-P024, HUM-A209, HUM-P102, HUM-A036, HUM-P020, HUM-A018, HUM-P021, ADM-A012, and ADM-P010. The District shall send the Association notice if changes are made to the policies listed in this section.

#### **D. Plan of Assistance**

Where an employee demonstrates significant performance deficiencies, the District may place the employee on a Plan of Assistance (PA).

1. A PA is a written plan developed to correct an employee's unsatisfactory performance.
2. No employee may be placed on a PA if they have not received an evaluation from their supervisor in compliance with Article 20, Section B.
3. The plan shall include:
  - a. Deficiencies: Written statement of the deficiencies, including evidence of substandard performance.
  - b. Action: Sets forth specific expectations and corrective steps the employee must take to correct their performance.
  - c. Assistance; The plan shall delineate specific assistance to be provided by the District and activities, if any, the employee shall participate in. The employee and/or the employee's designee shall be given the opportunity to provide input on the type of assistance to be provided.
  - d. Timeline: Establishes a timeline for improvement which shall not be less than (30) thirty working days, nor more than (90) ninety working days, and will include a meeting during the PA to discuss the employee's progress on the PA. The timeline for improvement begins when the employee receives the written PA.

- e. Assessment: Establish the written criteria the employee must meet for success on the PA.
  - f. Consequences: States clearly the range of consequences for failure to meet performance expectations of the PA.
  - g. A PA is not a disciplinary action. PA's are a part of the employee evaluation for the District.
  - h. Grievance: After an employee is notified in writing of their placement on a PA, grievance timelines are held in abeyance, and no grievance shall be filed until completion of the PA.
4. Employees have the right to Association representation in meetings leading up to and during the PA. The District will notify employees in writing of this right prior to placing the employee on a PA.

**ARTICLE 22                      INSERVICE PARTICIPATION**

Notice of requirement for mandatory participation in planned in-service, Professional Development, and/or other trainings that are scheduled to occur during their regularly scheduled workday(s) shall be provided to affected employees as soon as practical, but not less than seven (7) calendar days, prior to the date of such in-service, Professional Development, and/or other trainings.

Notice of requirement for participation in planned in-service, Professional Development, and/or other trainings that are to occur on an employee's non-scheduled workday, shall be provided to affected employees at least 20 (twenty) working days in advance of the date the employee is required to attend.

The District will provide professional development relevant to the employee's job functions on non-student contact days for all less than 12-month employees equivalent to a regular day of work up to eight (8) hours.

The District agrees to cooperate with ASK ESP in developing relevant in-service opportunities for Education Support Professional employees on the October in-service day.

## ARTICLE 28                      TRANSPORTATION ASSIGNMENTS

### A. Definitions

For purposes of Article 28, the following definitions apply:

1. “Activity runs” means bus runs necessary to transport students outside of established school bell times.
2. “Additional duties” means regular assigned work, other than trips or driving routes, needed for efficient transportation operations. Example of work includes, but is not limited to, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttling, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.
3. “Midday routes” means routes occurring between established school bell times and not specifically tied to a regular bus route.
4. “Regular route” means the am / pm bus route necessary to transport students from home to school and school to home at established school bell times.
5. “Route package hours” means the average number of planned work hours per day during a standard five (5) day work week. Route package hours includes all time for regular routes, midday routes, activity runs, and additional duties.

6. “Run” means a single complete trip a bus makes, either picking up students in the morning (AM run) or dropping them off in the afternoon (PM run), following a specific, pre-planned sequence of streets and stops from start to finish, often involving multiple distinct locations.

~~6-7.~~ 6. "School bus driver" means a driver who improves student achievement by safely operating District school buses for the purpose of transporting students over scheduled routes to and from school and to and from District-sponsored events and activities.

~~7-8.~~ 7. "Special programs driver" means a driver who improves student achievement by transporting students safely to and from school involved in programs for developmentally delayed, physically impaired, bilingual students, teen mothers, or students involved in special programs.

~~8-9.~~ 8. "Standby driver" means a bus driver who is regularly employed by the District, not assigned to a route, but has a standby assignment.

~~9-10.~~ 9. "Summer work" means regular assigned work needed for efficient transportation operations. Examples of work include, but are not limited to, routes, trips, fueling, seat repair, video installation, water buckets and garbage, vehicle shuttle, detail, vehicle inspections, lot clean up, placement and retrieval of banner buses.

~~10-11.~~ 10. "Type 10 van driver" means a driver who operates vehicles, with up to nine (9) passenger capacity (plus driver), safely and efficiently to assigned locations along designated route (inside and outside District boundaries), transporting students, staff, parents, and caregivers to and from school and special events.

~~11-12.~~ 11. "Utility driver" means a bus driver who is regularly employed by the District, but who is assigned a route based on District need.

~~12.13.~~ **12.** “Vacant route” means:

- a. The driver who originally bid on the route is no longer available to drive that route (other than a driver on an approved leave),
- b. There is a change to all routes due to school boundary or bell time changes, or
- c. A route that has been newly created.

**14. Trip Work means:**

- a. Trip Work includes any transportation assignment outside a driver’s regular route, including but not limited to athletic trips, field trips, after-school activities, and special events.
- b. Trips will be greater than two (2) hours in length.
- c. Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.

**15. Shuttle Work means:**

- a. Shuttle Work are assignments with destinations inside and outside the district and generally outside of normal route hours.
- b. Shuttles will be less than two (2) hours in length.

e.

## **B. Bidding and Route Assignments**

1. All current bus drivers will have the opportunity to bid by seniority on all routes for which they are qualified during the District scheduled bidding periods.
2. If all routes become vacant because of District wide school boundary changes or District wide bell times, a full bid will take place in August prior to the start of the school year in which the changes take effect.

- a. Announcement for a need to vacate all routes will be made by the end of May prior to the changes taking effect.
- b. Driver classification will be frozen at the end of the year. Drivers who wish to change to a new classification will notify the Operations Manager during the June checkout for the August bid.
- c. One (1) bid will be held; however, drivers may only bid on routes for their qualification as established at the end of the previous school year.
- d. Drivers must select a regular route or standby assignment. Additionally, drivers may select a midday route, activity route, or additional duty assignment to create their route package hours. Route package hours may not exceed ~~eight (8)~~ **ten (10)** hours at the time of bid.
- e. Drivers who are not present for the bidding process will be assigned a route by the Director of Transportation or their designee.

~~3. All routes will become vacant at the end of the 2023-2024 school year. A bid will take place prior to the 2024-2025 school year as outlined in Section B.2.~~

4. ~~3.~~ Route package hours may be assigned to a utility driver when the regular driver is on a long-term leave.
5. ~~4.~~ Requests to change a driver's route outside of the bid process may be made and approved by the Director of Transportation or designee if there is significant reason for the change that also meets the needs of students or the District.
6. ~~5.~~ Drivers working during scheduled recess periods will be able to use leaves in accordance with Article 10 of this Agreement.

7. ~~6.~~ Type 10 Van Drivers will have a separate bid from bus drivers, but will follow the same process outlined in Section B of this Article.

7. At the start of each school year at initial bid all drivers will be given options to choose a bus based on route need and seniority.

~~7.~~

8. Vacant routes or additional duties will be posted for a minimum of five (5) days for drivers to bid. Bidding will be managed to minimize overtime.
  - a. If, after five (5) days, one (1) or more qualified drivers has bid on the route or assignment, the route or assignment will be awarded to the most senior driver. Route package hours may not exceed ~~eight (8)~~ **ten (10)** hours at the time of bid.
  - b. If, after five (5) days, no qualified bus drivers bid on the route or additional duty, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the district.
  - c. If, after five (5) days, the only qualified drivers who bid on the route or additional duty have route package hours that would result in overtime, then the route or additional duty will remain available for bid and be assigned to a driver to meet the operational needs of the District. If there is no option to assign the route without overtime, it will be assigned in a way to minimize overtime.
  - d. Evaluating route package hours for overtime will only occur when bidding a route. If, through route changes, a driver's route package hours exceed ~~eight (8)~~ **ten (10)** hours a day, the driver will not be asked to reduce other parts of their route package hours.
  - e. Any driver that bids on a route affirms acceptance of the route should they be the most senior, qualified, bidder.

9. Summer work is not subject to bid and will be assigned by the Operations Manager based upon prior summer work experience and availability.

### C. Training

Training opportunities will be provided to any driver to qualify and/or remain qualified for a bus driving certificate allowing them to drive any bus in the fleet or for their drivers' license update or renewal.

### D. Special Programs Drivers

Selection of special program drivers will be made on the basis of seniority according to one's qualifications for the position. Drivers will be given an opportunity no less than once a year to indicate an interest in being appointed a special program driver. Selection decisions made by the District relating to an individual's qualifications for a position shall not be subject to arbitration. Drivers not chosen for special program positions will, upon request to the Transportation supervisor(s), be provided with an explanation of the selection decisions.

### E. Standby Drivers

1. Available standby positions will be posted and any driver with at least ~~one (1)~~ **three (3) years** or equivalent experience acceptable to the Transportation supervisor may ~~apply~~ **apply** ~~o in0district experience to qualify to be a standby driver~~. The most senior driver who applies and meets the criteria listed below will be offered the standby position. Any driver more senior than the chosen driver may request an explanation as to which of the criteria the senior driver failed to meet. A new standby driver must serve a probationary period of 60 (sixty) school days as a standby driver. During that probationary period, either the driver or the District may elect to return the driver to their driving assignment in their previous area with at least the same route package hours as the driver held prior to accepting the standby job. Temporary standby

positions can be established for up to 45 (forty-five) days, after which the standby positions will be posted and filled according to the criteria listed below.

2. Those selected for standby positions must meet the following criteria:
  - a. Good attendance and punctuality history.
  - b. Demonstrate a willingness and ability to drive all District buses.
  - c. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.
  - d. Demonstrate the ability to describe a path of travel the bus would use between two (2) designated locations.
  - e. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.
  - e.f. Stand-by drivers will be performing yearly competency tests.
3. Stand-by drivers will receive a four percent (4%) twelve percent (12%) differential plus one percent (1%) additional differential each year, not to exceed twenty percent (20%) total differential.

## F. Trip and Shuttle Assignments

1. Trips will be divided as equitably as possible among all current bus drivers in order to provide an opportunity for all drivers to attain a 30 (thirty) hour week schedule. Trip

assignments are subject to the provisions of Article 14, Rates of Pay, Subsection E, related to overtime.

2.—Rules governing trip and shuttle assignments will be made available to drivers upon request.

a.—Trips are defined as those driving duties transporting students and/or staff for the purposes of curricular and non-curricular activities. Trips will be greater than two (2) hours in length.

b.—Shuttles are generally scheduled for two (2) hours or less both within and outside the District.

c.—An emergency assignment is defined as a request for a trip with less than 24 (twenty-four) hours' notice and a trip assigned to a driver with less than 24 (twenty-four) hours' notice.

3.—Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

4.—Overnight Weekend Trips

a.—On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.

b.—Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

i.—When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).

- ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.
  - c. Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to the mountains or over the mountains to Central Oregon.
1. Establishment of Trip Driver Classification:
    - a. The District shall establish a classification titled "Trip Driver" for the purpose of providing transportation for extracurricular, athletic, field trip, and special event assignments ("Trip Work").
    - b. The creation of the Trip Driver position shall not diminish, restrict, or eliminate the rights of current Bus Drivers to perform Trip Work based on seniority.
  2. Trip Work is bargaining unit work and shall not be subcontracted unless no qualified bargaining unit member is available.
  3. Posting and Bidding of Trip Driver Positions:
    - a. Trip Driver positions shall be a biddable position in accordance with Section B of this Article.
    - b. No employee shall be involuntarily reassigned to the Trip Driver position. Trip Driver position shall be paid at the same range as Bus Drivers.
    - c. Trip Drivers shall accrue seniority in accordance with the collective bargaining agreement.
  4. Compensation and Working Conditions:
    - a. All time spent on pre-trip inspections, post-trip inspections, fueling, layover time, and required supervision shall be paid.
    - b. Overnight trips shall include:
      - i. District-provided single-occupancy lodging.
      - ii. Per diem for meals and incidentals.
  5. Minimum Guarantees and Cancellations:
    - a. Drivers assigned to Trip Work shall receive a minimum of two (2) hours pay per trip.
      - i. If a trip is canceled with less than 24 hours' notice, the assigned driver shall receive the minimum guarantee in item a above.
      - ii. If a driver reports for a trip and the trip is canceled on site, the driver shall receive full pay for the scheduled duration of the trip.
    - b. Overnight Weekend Trips:

i. On weekdays, including Friday, of an overnight trip, drivers will not earn less than their route package hours.

ii. Trip hours which extend through the weekend including Saturday and Sunday will be calculated as follows:

1. When Saturday is not the last day of the trip, drivers will be paid for eight (8) hours or the actual hours worked if over eight (8).

2. If Saturday or Sunday is the last day of the trip, drivers will be paid only for hours actually worked.

c. Mountain Trips: A separate sign-up sheet will be held for drivers who are willing to drive to a destination within or over a mountain range.

#### 6. Rest and Safety Requirements:

a. Drivers shall receive a minimum of 8 consecutive hours of rest between assignments.

b. No driver shall be required to exceed state or federal hours-of-service limits.

c. A driver may decline a trip if accepting it would violate rest or safety requirements without penalty or job action.

#### 7. Trip Assignments:

a. Trips will be prioritized to Trip Drivers before Bus Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week.

b. Drivers interested in Trips, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Trips after Trip Drivers have been scheduled out to at least 30 hours.

#### 8. Shuttle Assignments

a. Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week.

b. Drivers interested in Shuttles, who have attended the Trips class, will be put on a rotating list based on Seniority, and offered Shuttles after Bus Drivers have been scheduled out to at least 30 hours.

#### 9. Protection of Existing Rights:

a. The establishment of the Trip Driver classification shall not:

i. Reduce the hours, routes, or seniority rights of Regular Bus Drivers.

ii. Create a two-tier wage system.

iii. Be used as a method of discipline, reward, or retaliation.

10. Grievance Rights: Any dispute regarding trip assignments, seniority rotation, or classification rights shall be subject to the grievance procedure.

11. Bus drivers who lose time off the route package hours and sign up for trips and shuttles will be given preference for trip assignments until the lost time is made up.

#### 12. Shuttles:

- a. Shuttles are generally scheduled for two (2) hours or less both within and outside the District, and generally outside of normal route hours.
- b. Shuttles will be prioritized to Bus Drivers before Trip Drivers with a goal of first ensuring that all drivers get a minimum of 30 hours per week.

## **G. Establishing Seniority**

1. All bus drivers are credited with current seniority.
2. There will be no loss of seniority when moving between the classifications of bus drivers (school bus driver, standby driver, special program driver, and utility driver).
3. Seniority lists for bus drivers will be updated and posted quarterly. The list will also indicate what qualifications the driver has for the various classifications. (school bus driver, special programs driver, stand-by driver, utility driver).

## **H. Driver Clock and Reporting Time**

1. Drivers who have completed their driving assignment and related duties at any point during the workday must sign off the time clock upon returning to the Transportation center. If there is less than 15 (fifteen) minutes before their next assignment begins it is not necessary to sign off the time clock.
2. Bus drivers who report for scheduled trips on school days that are subsequently canceled shall receive reporting time pay of two (2) hours at their regular rate of pay.
3. Bus drivers who report for scheduled trips on non-school days that are subsequently canceled, shall receive reporting time pay of two (2) hours at their regular rate of pay. Bus drivers who are not notified of such a cancellation prior to

the close of the previous business day (5 p.m.) for which they did not report, shall receive one (1) hour at their regular rate of pay.

4. Bus drivers who report at their regular time on a day when the District closes school, will receive one (1) hour at their regular rate of pay or their actual time worked, whichever is greater.
5. Bus drivers who report at their modified time due to a 2-hour delay when the District closes school, will receive one (1) hour at their regular rate of pay or their actual time worked, whichever is greater.

#### **I. Insurance for Transportation Employees**

1. Transportation employees\* who meet the minimum number of work hours (described below in Section I.1.a-d) shall qualify for the full insurance package for the next pay period as if they were assigned six (6) hours.
  - a. The minimum number of work hours to qualify is established for the month by multiplying the number of workdays available times six (6). Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four (4) hours on their route package hours but less than six (6) who accrue the minimum number of work hours would qualify.
  - b. Employees who qualify under the criteria in Section I.1.a above during every month of the school year from October through June shall receive insurance benefits during the summer as if they had been assigned six (6) hours on their route package hours.
  - c. Employees who qualify for full insurance benefits in June but who fail to qualify for full summer benefits under the annual provision in I.1.b above would receive September's full insurance package.

- d. Employees covered by this provision may not switch insurance packages once one (1) is selected for the year.

*\* To include drivers, driver trainers, fuelers, dispatchers, routers, fleet service personnel and office clericals.*

## **J. Fleet Services Mechanic Series**

1. Certification: All Mechanic-Technicians are required to hold an Automotive Service Excellence (ASE) Certification and are required to maintain such certificate including renewing the certificate in a timely manner. The District will reimburse through the tuition reimbursement program any fees required to prepare for a test and if a fee is charged for a test, the District will cover the cost of the fee for the successful passing of the test. If the Mechanic-Technician fails to maintain the certification, the employee may be demoted or dismissed at the District's discretion.
2. Mechanics, mechanic technicians, lube mechanics, and lead mechanics will each have two thousand dollars (\$2,000) a year available for the purpose of reimbursing the purchase of their own professional grade tools or replacement tools required for performing their assigned duties within the Transportation Department. To be eligible for reimbursement, the tool purchase must be pre-approved by the Director of Transportation or the Director of Transportation's designee
3. The tools that are reimbursed by the District will become the property of the employee.

## **K. Driver Follow Up Response**

1. Field Coordinators will be available to drivers during scheduled and consistent hours, covering times when drivers are reporting to work and

returning from route.

2. Drivers will fill out a follow up form to give to a Field Coordinator during the meeting.
3. Field Coordinators will have three business days to respond to the driver about the Concern(s), in writing on the Follow Up Form.
- 3.4. If a drivers Field Coordinator is unavailable for an extended period (longer than two 2 days) of time then a different Field Coordinator will be assigned to cover these responsibilities.

## New Article 3: Classification-Specific Provisions

### A. Library Specialists (LS)

#### 1. Classload

- a. An LS may be required to offer instructional support to up to twenty (20) different class sessions per workweek with a maximum of thirty (30) minutes per session. Total class sessions cannot exceed 600 minutes per workweek.
- b. The district will not expect an LS to offer instructional support to more than one class during one class session.
- c. LS employees shall have a minimum of 15 minutes transition time between class sessions where the LS is not responsible for student supervision.

#### 2. Lesson Plans and Classroom Activities

- a. LS employees are not licensed educators, and thus may not create lessons or instructional activities for students.
- b. The District shall provide LS employees with grade-appropriate lesson plans and instructional materials for each class session they are expected to offer instructional support to students.

#### 3. Library Maintenance Time

- a. Each LS shall be provided 900 minutes of library maintenance time per workweek, excluding paid employee breaks and unpaid duty free lunches. This time may be broken into multiple blocks of not less than 30 minutes per block. "Library maintenance" shall be defined as tasks necessary to ensure the proper function of the school's library and to safeguard and maintain the library collection.
- b. An LS shall not be assigned additional duties during their library maintenance time, nor shall they be expected to supervise students during this time.

### B. Sign Language Interpreters

#### 1. Definitions

- a. **"Staff Sign Language Interpreter"** means ASL Interpreter for students, staff, and community members hired directly through the District with an assigned yearly placement based on the needs of the District. Referred herein as "Interpreter."
- b. **"Sign Language Interpreter Primary Scheduler"** means ASL Interpreter who schedules all Interpreters' daily work schedules, coordinates substitute coverage as needed with district substitutes or third party agencies, and fulfills and

assigns community requests/extra hours and transcription services. Substitutes for Staff Sign Language Interpreters as needed. Referred herein as “Scheduler.”

- c. **“District Sign Language Substitutes”** means ASL Interpreters for students, staff, and community members hired directly through the District. They are the first point of contact when Staff ASL interpreters are unavailable for day-to-day or long term substitutes needs.
- d. **“Agency Sign Language Substitutes”** means ASL Interpreter for students, staff, and community members hired through a third party agency when Staff Sign Language Interpreters are unavailable to meet the needs of the District, or to provide substitute coverage when District Sign Language Substitutes are unavailable on a daily or limited-term basis.
- e. **“Community Requests/Extra Hours”** means any ASL Interpreting jobs that fall outside of a Staff Sign Language Interpreter’s normally scheduled work hours.
- f. **“Yearly Placement”** means a Staff Sign Language Interpreter’s assignment based on the needs of the District: Elementary, Middle School, High School, CTP, etc.
- g. **“Certified Deaf Interpreter”** means a qualified deaf or hard of hearing individual specialized to interpret for individuals who are deaf or hard of hearing. They work in collaboration with hearing Sign Language Interpreters to facilitate communication, especially in situations where the deaf/hard of hearing individual had unique communication needs or cultural backgrounds.
- h. **“RID Code of Professional Conduct (CPC)”** are outlined at <https://rid.org/programs/ethics/code-of-professional-conduct/>

## 2. Working Conditions and Compensation

- a. **Placement Preferences-** Interpreters are welcome to submit placement requests for the following school year if returning. The District maintains the right to place Interpreters to meet student and staffing needs, based on individual student needs, skill level of Interpreter, and Interpreter seniority.
- b. **Cancellation Policy:** For community requests/extra hours for which an Interpreter has been scheduled, the scheduled Interpreter will be paid for the full length of the event scheduled if cancelled 24 hours or less before the event starting time.
- c. **Length of Assignments:** If an event is shorter than the requested time, the Interpreter will be paid for the full length scheduled. For events that run longer than the requested time, the Interpreter will be paid in 15 minute increments for the full length of the assignment. Interpreters maintain the right to leave at the scheduled end time of the event based on their availability.
- d. **Client no-shows:** For events for which an Interpreter is requested and scheduled by a specific client, Interpreter will be required to stay for a minimum of 20 minutes before the client is considered a no-show, and the Interpreter(s) are able to be dismissed in collaboration with the on-site point of contact. This excludes events for which Interpreters are scheduled for general access (board meetings, graduations, cultural celebrations, etc).
- e. **Scheduling During School Breaks:** When the Scheduler is on School Break in accordance with the District calendar, scheduling and assignment duties will be the responsibility of Student Services Management.

**f. Assignment of Extra Hours:**

- i. The Scheduler will assign Interpreters based on expressed Interpreter interest, client needs, cultural matches, and specialized skills required for a requested assignment. If several Interpreters are qualified based on the criteria above, a rotating schedule is established. Certified Deaf Interpreters will be assigned in conjunction with a team of hearing Interpreter(s) as needed to meet client and requester needs in accordance with RID's CPC.
- ii. The Scheduler will receive requests for extra hours assignments and schedule Interpreters in accordance with the section above. Extra hours assignments will be first offered to Interpreters. If no Interpreters are available, assignments will be offered to District Sign Language Substitutes, then to Agency Sign Language Substitutes as needed.
- iii. An Interpreter who chooses to accept an extra hours assignment will be paid for the full length of the assignment billed in 15 minute increments or one (1) hour, whichever is longer. This excludes the continuation of an employee's work day, constituted as an assignment with a start time within thirty (30) minutes of the end of an employee's regularly scheduled work day.

**g. Theatrical Performance Interpreting Assignments:**

An Interpreter shall be paid a flat rate of \$550 for preparing for and interpreting at a District musical and/or theatrical performances, or be paid at their regular rate of pay, whichever is higher. Preparation activities shall include, but are not limited to:

- i. Contact the director to get rehearsal schedules, introduce themselves, and establish a professional working relationship.
- ii. Stay in constant communication with the director to keep updated on any script changes, music changes, or other changes pertaining to the play.
- iii. Obtain scripts, music, recordings, and any other materials the director has to share with the Interpreter connected to the performance.
- iv. Meet with other assigned Interpreter(s) to study the script and then work together to divide up characters/lines/parts.
- v. Continue to study the script with the divisions agreed upon by the Interpreter team.
- vi. Attend a minimum of 1 dress rehearsal to compare notes and coordinate with the director on Interpreter positioning, lighting, seating, entrance, exiting, costumes (if necessary), etc.

## New Article 2 Job Duties

### A. Job Duties

1. The job duties of all job classifications of the bargaining unit are a part of this agreement and must be negotiated in good faith between the parties.
2. The job duties of newly created job classifications must be negotiated during successor bargaining to this agreement. The parties may, through mutual agreement, enter into a memorandum of understanding regarding the job duties of newly created job classifications before the expiration of this agreement.
3. Job duties will not include an expectation to complete "other duties as assigned" that are not listed among the job duties.

### B. Changes to Duties and Responsibilities

The duties and position responsibilities of a member shall not be substantially altered or increased without consultation between the member and the member's supervisor prior to such changes being implemented.

ASK ESP IP  
February 11, 2026  
4:30pm

**New Article 1: Reclassification**

The Reclassification Committee will consist of three (3) members and at least one (1) alternate appointed by the Association President and three (3) members and at least one (1) alternate appointed by the District. The committee shall develop guidelines and processes for any group reclassification of existing positions, or individual employees requesting a reclassification, and shall be the final authority on requests and reclassifications.