

The following provisions of Articles 2, 7, 8, 9, 10, 14, 15, 20, 25, New Article #1, and New Article #2 are offered by ASK ESP as a package:

ARTICLE 2 DISTRICT RIGHTS

Section A Number 1-a: would maintain current contract language.

ARTICLE 7 WORKWEEK, HOURS OF WORK

G. Logistics Time

1. Employees shall be provided reasonable time during their scheduled workday to check district communications and review schedules and assigned duties.

2. No ESP will be required to design instruction or assessments or perform other duties of a Teacher of Record, as defined in OAR 584-210-0200. ESPs who are assigned to assist in the preparation of student materials will be provided time to do so.

3. Prior to their initial work with a student, and when relevant to their assignment, ESPs will have time to review an IEP, 504, behavior, medical protocol, or other plan designed to support the student.

ARTICLE 8 HOLIDAYS COMPENSATION

Section C, Number 1 would maintain current contract language.

ARTICLE 9 VACATION

Section E, Number 2 would maintain current contract language.

ARTICLE 10 LEAVE OF ABSENCE WITH PAY

A. Sick Leave

3. 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. Bus drivers shall have their allocation based on their previous June route package hours.** 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 **with** a statement **for** each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.

13. 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 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.

D. Personal Leave

6. Unused personal leave will move to the employee's sick leave at the end of each fiscal year or at the end of their employment.

I. Inclement Weather and Emergency Closures

The district will provide all classified employees with three 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 Inclement Weather Leave days, employees may use their personal and/or vacation accruals to supplement their hours during District-called delays or closures.

K. Athletic and Activity Coaching/Advising

Association withdraws this proposed additional language

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 4.0% for fiscal year 2026-2027 and 4.0% for fiscal year 2027-2028.

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, after working five days in such an assignment in a fiscal year, 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 for any time worked out of class subsequent to the first five days worked in 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 15 minutes or actual time worked, whichever is greater, per instance they are required to have direct physical contact with a student as part of a toileting protocol excluding transport to and from the restroom.

C. Longevity Stipend

Employees who meet the qualifications for longevity shall receive a longevity stipend equal to two and one-half percent of the employee's annual base salary, including differential pay. The stipend shall be paid as a single lump-sum payment in October of the year in which the employee becomes eligible. Such payment shall be paid once every three years to qualified employees.

To be eligible for the longevity stipend, an employee must be repeating at Step 6 of a salary range and must have 10 or more years of continuous service with the District in a classified bargaining-unit position. Eligibility shall be determined based on the employee's status in October of the year of payment. Employees on approved unpaid leave during October shall remain eligible for and shall receive the longevity stipend, provided all other eligibility requirements are met.

No employee shall receive a longevity stipend more than once during any three-year period.

Employees working out of class shall have their eligibility for and calculation of the longevity stipend determined based on the step placement of the position to which the employee would otherwise be assigned, rather than the out-of-class assignment.

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.

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~~ \$1,630 per month for the 2025-2026 2026-2027 insurance year, and \$1685 per month for the 2027-2028 insurance year.

5. The District will ~~contribute \$100~~ \$125 a month amount to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

6. (association withdraws its proposal)

B. Retirees

Association withdraws their proposal for Numbers 2 and 3.

ARTICLE 20 PERSONNEL FILES AND EMPLOYEE EVALUATIONS

A. Personnel Files

3. Non-disciplinary Letters

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 during those three ~~(3)~~ years.

~~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. The District shall send the Association notice if changes are made to policies procedures, and work instructions that involve an employee's right to process a complaint.

C. Plan of Assistance (the Association withdraws its proposal)

**ARTICLE 25 TRANSPORTATION OF STUDENTS AND DISTRICT EQUIPMENT IN
PERSONAL VEHICLES**

- B.** Those employees who use their personal vehicle for the transportation of students or others or the transportation of District equipment shall be given a copy of all relevant District policies on such transportation. Given compliance with section E below, the District shall defend and indemnify the employee for any vehicular accident which happens during the course and scope of their employment while an employee is using their personal vehicle, except in cases of malfeasance in office or willful or wanton neglect of duty for the transportation of students or others or the transportation of District equipment.

New Article 1: Reclassification (the Association withdraws its proposal)

New Article 2 Job Duties

Section A: the Association withdraws its proposal