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, promotereassign, 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, promotionreassign, 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 employmentseparation, 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.

j. To assign shifts, workdays, hours of work and work locations in accordance with this Agreement.

k. To assign and designate all work duties.

l. To introduce new duties within the unit.

m. To determine the need for and the qualifications of new employees, transfers, and promotionsreassignments, not in violation with this Agreement.

n. To discipline, suspend, demote, or discharge an employee for cause in accordance with the discipline articleArticle 4 A of this Agreement.

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 regular workweek~~ schedule that includes work on a Saturday and/or Sunday. ~~Shifting of days at an employee's request to a Saturday or Sunday does not entitle the employee to the differential.~~

4. The District ~~reserves the~~maintains sole discretion ~~over~~ to determine the operational needs and requirements ~~of the District. 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~~ employees 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.

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

8. If an ESP believes that they are assigned work in excess of (A)(7) or if they need assistance in prioritizing work tasks, or assigned work is causing the consistent submission of exception timesheets or the loss of lunch or rest breaks, the ESP may, after providing a written statement of the problem, have a meeting with their supervisor to discuss the issue. The supervisor shall provide a written response no later than 10 working days after the meeting.

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 workweek, 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.~~C. **Rest** and Meal **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.)~~

~~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.~~

~~(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.~~1. ~~Less than 12-month employees shall accrue vacation and sick leave for any work performed in their same classification during scheduled recess periods.~~

D. Logistics Time

1. 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.

2. 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.

E. Inclement Weather

In a District-wide, full-day inclement weather closure, the district will provide ESP's one day of their regular pay without the use of an accrual. Should there be more than one day of district-wide inclement weather closure, employees may use their personal and/or vacation accruals to supplement their hours. This section does not apply to those required to report during a district-wide inclement weather closure. Should the district decide to schedule a make-up day(s), one make-up day for inclement weather shall be unpaid, except those who were required to report during the closure.

ARTICLE 8 HOLIDAYS COMPENSATION

A. ~~Twelve (12)~~ Month Employees

1. A 12-month employee shall receive, ~~the holidays~~ without loss of pay, ~~the holidays 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. Martin Luther King Jr. Day~~
   ~~i. Memorial Day~~

   ~~j. Martin Luther King Jr. Day Memorial 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

~~1.~~

~~e.~~f. Christmas Eve

~~f.~~g. Christmas Day

~~g.~~h. New Year's Day

~~h.~~ Martin Luther King Jr. Day

~~h.~~ Memorial Day

~~i.~~ Martin Luther King Jr. Day Memorial Day

~~j.~~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 9 VACATION

A. Paid Vacation

1. All members of the bargaining unit employees ESPs 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:

Service Years	1-2	3-4	5-6	7-8	9-10	11-12	13 & above
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	104.0004	112.0044	128.0004	160.0008	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 1st.

2. 12-month Employees

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.

3. Probationary Employees

Probationary employees may choose to sell off accrued vacation time during the winter and spring recess periods (winter, spring, and summer breaks) while in their probationary period.

[MOVED FROM ARTICLE {1}, SECTION {D}] (with slight change)

~~3.~~4. All Non-Probationary Employees

End of Employment: Upon termination separation of employment for any reason, an employee who has completed their initial probationary period shall be paid for all accrued but unused vacation. Temporary employees earning vacation do not serve a probationary period and will not have vacation paid off at the time of separation from the District.

SKPS [CP]
June 2nd, 2026
1:30 pm

ARTICLE 10 LEAVE OF ABSENCE WITH PAY

A. Sick Leave With Pay

1. **Family Member**
For purposes of Article 10 this agreement, "family member" shall be defined as that provided for in ORS 659A.150:

"(4) 'Family member' means:
(a) The spouse of a covered individual;
(b) A child of a covered individual or the child's spouse or domestic partner;
(c) A parent of a covered individual or the parent's spouse or domestic partner;
(d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
(e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;
(f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;
(g) The domestic partner of a covered individual; or
(h) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship."

2. 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~~.

~~1.~~ 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. ~~These three days replace the "Family Illness Leave" benefit that appeared in previous collective bargaining agreements.~~ For the current year, bus drivers shall have their allocation based on their June route 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 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.

~~2.~~4. ~~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.~~5. 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.

4.6. 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.

5.7. 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.

6.8. 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 then 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 for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

4.12. 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. At the time of original employment or subsequent re-employment by the district, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave, up to 75 days, accumulated in and reported by such prior district or districts, provided

however, that: (a) In the calculation no single sick leave day will be counted more than once. (b) Such sick leave will not be credited to the employee's account until the employee has completed 30 working days with the district.

5.13. 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.

6.14. An employee may use sick time to donate blood in accordance with State Law.

B. Paid ~~Family Medical Leave Insurance~~Leave Oregon (PLO)

1. For purposes of administering ~~Oregon's~~ Paid ~~Family and Medical Leave Insurance~~ Leave Oregon (~~PFMLI~~ PLO ~~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~~ PLO will run concurrently with OFLA/FMLA other state or federal programs to the extent that the law requires.

2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with ~~PFMLI~~ PLO when providing notice of their foreseeable leave to ~~the Leaves department~~Human Resources. 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~~ an employee chooses not to use their accruals, ~~the Leaves Department~~Human Resources 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~~Human Resources as soon as possible.

3. If an employee's ~~PFMLI~~ PLO 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. The following restrictions apply to the use of personal leave:

- The first three student days of the school year
- The last three student days of the school year
- One day prior to winter break
- One day prior to spring break
- One day after spring break
- One day after winter break
- The day prior to a paid holiday

2.3. Exceptions to the personal leave restrictions may be granted at supervisor discretion. However, exceptions to the personal leave restrictions will be made on a case-by-case basis for once in a lifetime events (i.e. wedding or graduation).

4. An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis.

5. 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.

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.

6.

3. 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.

4. 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.

5. 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.

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 processing 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 DepartmentHuman Resources 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

Bereavement leave with pay, not to exceed five days per bereavement, shall be granted to each employee due to the death of a family member or for pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave ~~if it appears that an employee may be abusing the 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 due to the death of a family member or for a pregnancy loss. The immediate family shall be defined for the purpose of this section as parent, parent-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 or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting management system. Employees are required to identify the relationship of their family when entering their absence. The District reserves the right to request written verification of death from employee~~Employees may request to use any available vacation leave in accordance with the provisions of Article 9 if additional time is needed. Probationary employees are eligible to use bereavement leave.

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

J.I. Parent-Teacher Conferences

Employees ~~who need to~~ may attend parent/teacher conferences for their children a family member for up to two hours per conference ~~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 schedule~~ without a loss of pay or deduction from the employee's leave accruals.

Such leave is subject to supervisor approval and cannot create an undue burden on District operations. The District may request documentation to support an employee's leave.

SKPS [CP]
June 2nd, 2026
1:30 pm

ARTICLE 14 **RATES OF PAY**

A. Salaries

1. The base schedule will be increased by ~~7.0~~ ~~3.0~~ ~~3.75~~ 3.5% for fiscal year ~~2023~~ 2026- 202~~4~~7 ~~2024 retroactive to July 1, 2023 and, 3.75 3.0~~ 3.25% for fiscal year ~~2024~~ 2027- 2028 ~~2025, and X4.X0%, for fiscal year 2025-2026.~~

~~2. 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.~~3. All employees eligible for step increases shall receive their step increase on July 1st of each year. New employees hired before January 1st of a given year shall receive a step increase on July 1st of the same year. New employees hired January 1st or later of a given year will not receive a step increase until July 1st of the next year.

~~3.~~4. If an employee is hired, promoted, 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 Resources; or
- The next higher step in pay~~,~~ on the new pay range; or
- Step ~~0~~One ~~(1)~~ of the new pay range.

~~4.~~5. If an employee is hired, demoted, 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:

- Step consistent with their years of related work experience as determined by Human Resources; or
- Step consistent with their last held step in the lower paying classification, if applicable; or
- Step ~~0~~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 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, excluding 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.

D. Pay Options

1. Each regular Education Support Professional employee ESP 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 30th. 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 15th of the new fiscal year.

3. This section does not apply to 12-month employees.

E. Overtime and Compensatory Time

1. Overtime will be scheduled and approved by the District when it determines such work is needed. In all cases, employees Employees shall request supervisor approval prior to working not earn overtime or compensatory time without their supervisor's approval pay for employees shall be allowed only in cases of emergency and when authorized by the building principal or supervisor.

2. Approved overtime Eligible employees shall be compensated at the rate of time and one-half. Employees ESPs that who hold more than one position will be paid based on the pay rate of the position in which the extra time was worked outside of the employee' ESPs regular schedule, 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 (1.5) 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 their 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 (1.5) for all overtime worked. Any compensatory time that has not been used by May 15th, 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

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.

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 (1.5X) for a minimum of two (2) hours or actual hours worked, whichever is greater.

H. On-call Pay

1. Employees on call are not required to remain on District premises or within a specific geographic area and may use on-call time for personal purposes, provided they remain reachable and able to report to work within a reasonable response time as determined by the District. 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 track and submit a mileage reporttheir actual miles traveled 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 When a payroll error is recognized identified, the District, at employee's request, will correct any District payroll the error within five (5) 10 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 in accordance with Oregon law.

~~**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.~~L. District Closures

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

~~1.~~A. District Contribution

1. The maximum District contribution for plans selected will be $~~1,510~~1,600 ~~1,615~~ 1,610 for the ~~2023~~ 2026 ~~2024~~ 2027 insurance year, ~~beginning the month following ratification and~~ $~~1,550~~ 1,600 ~~1,625~~ 1,655 for the ~~2024~~2027 ~~2025~~ 2028 insurance year ~~and $1,575X for the 2025~~2028 ~~2026~~ 2029 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~~Two on Contract 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 ~~OEBB~~the District.

      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.

~~1.~~

~~1.~~ 5. The District will contribute ~~$100~~ 125 a month to all eligible employees' Health Savings Accounts (HSA) who elect a qualifying high deductible insurance plan through the District.

B. Leave without pay

Employees on authorized leave without pay may participate in the District group insurance programs as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

[MOVED FROM ARTICLE {12}, SECTION {C}]

~~2.~~C. Retirees

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.

~~3.~~D. Domestic Partners

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 terminationseparation from employment. 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. For the purpose of this Article, "reassignment" shall mean the assignment of an employee from their present position to a vacant position having a higher salary classification than the one previously held. "Reclassification" shall mean that the position occupied by an employee is changed to a higher salary classification and the employee remains in the position. An employee who is reassigned or reclassified will be placed on the salary schedule using the initial salary placement process in Article 14.C.

1.

2. Vacant positions need not be posted when:

2.

a. The vacancy is to be filled by reassignment or reclassification of a regular employee.

1.

b. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.

2.

c. The position is less than three hours.

3.

d. The vacancy is to be filled by an administratively initiated transfer of an employee in accordance with Section E of this Article.

4.

e. The vacancy is to be filled by the employee who had been bumped from that

position.

3.

~~1.~~3. When a bargaining unit vacancy of more than three ~~(3)~~ hours occurs within the District, any ~~bargaining unit member employee~~ may apply for the ~~open posted~~ position. The District and the Association agree to support the concept of "first consideration" so that currently ~~employed Education Support Professional personnel~~ employees have the opportunity to change their position as vacancies ~~arise~~are advertised. 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.

~~2. When a bargaining unit vacancy of three (3) 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.~~4. The District retains the sole right to determine the person selected to fill a ~~bargaining unit~~ vacancy and its decision shall not be subject to arbitration.

~~4.~~5. Job ~~opening notifications~~postings shall state job title, minimum job responsibilities, qualifications, pay range and building location. ~~Pooled positions and positions within the custodial department may list the building location as tentative at the time of posting. 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.~~6. In the event an employee is not selected to fill a vacancy, the District, upon employee request, shall furnish the employee with the reason(s) ~~the employee was not selected for the denial.~~

~~6.~~7. An employee not hired for a position for which they have applied shall receive a notice the position has been filled.

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 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~~their supervisor.

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. The District's right to dismiss a probationary employee with or without cause is not grievable and a dismissed probationary employee shall not have access to the grievance procedure for the purpose of challenging the dismissal.

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 or promoted into a different classification shall serve a probationary period of three (3)-months in the new classification. During this period period, the employee shall remain a member of the bargaining unit with all the rights and privileges of ~~the bargaining unit this agreement~~. 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).

1.

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

2.

~~3.~~5. An employee who has not completed their initial probationary period does not

have voluntary transfer rights under this Article or layoff/recall rights under Article 18.

[MOVED FROM ARTICLE {1}, SECTION {D}]

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.

   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 separation 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 employees, 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

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.

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 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/the Association.

   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 ~~ESPs 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 ~~ESPs 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/Workday

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.

ARTICLE 20 PERSONNEL FILES AND EMPLOYEE EVALUATIONS

A. Personnel Files

1. The official file of each employee is confidential and shall be kept in with 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/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 with 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/material and their answer will be attached to the file copy.

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 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.

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. Complaints by Employees

Employees who wish to process complaints may use the District's policy.

ARTICLE 25 TRANSPORTATION OF STUDENTS AND DISTRICT EQUIPMENT IN PERSONAL VEHICLES

A. Any employee required to transport students or others or transport District equipment in their personal vehicle as a regular part of their job shall be notified in writing by the District of this requirement. Other employees may be required to transport students or others in their personal vehicle in an emergency.

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.

C. The District shall pay the reasonable attorney fees and court costs of any employee who prevails in a suit against the District for refusing to meet its obligations under the Oregon Tort Claims law.

D. Those employees who use their personal vehicles to transport students or District equipment in emergency situations shall receive all benefits of this Article.

E. The District shall require any employee covered by this Article to maintain any insurance on their personal vehicle to the limits required by law but not beyond.