COLLECTIVE BARGAINING AGREEMENT

2026 - 2028

between

ASSOCIATION OF SALEM KEIZER

EDUCATION SUPPORT

PROFESSIONALS

and

SALEM-KEIZER SCHOOL DISTRICT 24J

LEARNING FOR A LIFETIME

SALEM•KEIZER
PUBLIC SCHOOLS

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Classification List

PREAMBLE

A. Parties to the Agreement

This Agreement is entered into between the Board of Directors on behalf of the Salem- Keizer School District, herein referred to as the “Board” or “District” and the Association of Salem Keizer Education Support Professionals, herein referred to as the “Association”.

B. Agreement

The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters resulting from negotiations (i.e. wages, hours, terms and conditions of employment) held pursuant to provisions or ORS 243.650 et. seq.

C. Duration of Agreement

This Agreement shall be effective from **July 1, 2026 to June 30, 2028** unless another effective date is specified for particular provisions thereof.

ARTICLE 1 – RECOGNITION

A. Recognition

1. The District recognizes the Association as the sole and exclusive bargaining agent for all Education Support Professionals, herein referred to as "ESP," employed by the District except those excluded in Section A.2.
2. Supervisory, confidential and professional/technical employees as defined in ORS 243.650(6), (23), and ORS 653.020(3), casual employees, short-term temporary employees, and employees recognized or certified as being in a separate Salem-Keizer School District 24J bargaining unit are specifically excluded from the bargaining unit.
3. Definitions
    a. **Casual Employees:** 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.
    b. **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.3.a.
    c. **Short-term temporary employees:** Employees hired into positions used to fill the role of a permanent employee on an approved leave of absence for up to ninety consecutive workdays (as defined in Article 7 § 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. If it becomes necessary for a short-term temporary position to exceed ninety consecutive workdays, the position shall become a long-term temporary position.
    d. **Long-term temporary employees:** Employees hired into 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. A person accepting a long-term temporary position shall become a member of the bargaining unit and shall have all the rights of this collective bargaining agreement 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.
        i. A long-term temporary employee who is retained to continue in the same classification the following fiscal year shall become a permanent employee and have all the rights to this collective bargaining agreement.
        ii. Seniority for the long-term temporary employee who becomes a permanent employee will be retroactive to the most recent temporary hire date and the probationary period will begin on the date they become a permanent employee.

B. Permanent Employees in a Temporary Assignment

1. A permanent employee may be hired into an assignment designated as temporary.
2. When a permanent employee is hired into a temporary assignment, the employee maintains their rights in this Agreement, but the rights described under Article 18, Layoff and Recall shall not apply to the temporary assignment or job classification.
3. When the temporary assignment concludes, the employee will return to their classification but not necessarily the specific building or department held prior to the temporary assignment. Employees will be placed at the step on the salary schedule that they would have obtained had they not taken the temporary assignment.
4. 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.

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 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, separation, 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 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 promotions, not in violation with this Agreement.

n. To discipline, suspend, demote, or discharge an employee for cause in accordance with Article 4 Section A 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 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 60 and up to 120 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 days prior to date of the meeting.
3. The District shall provide a list of the new employees scheduled to attend the orientation five 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 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 60, but not more than 120 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 ESPs 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 ESPs during the workday whenever they 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 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 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 employee'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 the Association 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 Association 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 ESPs (e.g. Sign Language Specialists, School Office Specialists, Office Managers, Translators), for the last 15 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 Association leadership once per year during the HR Clinic on mutually agreed upon labor issues. The District may invite Association leadership to attend additional HR Clinics.
7. The District agrees that Building Administrators will extend an invitation to one of the Association 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 15th and invitations to participate will be extended by November 1st. 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 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. Physical work 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 days of the date of hire for new employees; and by September 12, October 15, February 10, and May 25 of each year for current employees.

4. The District shall provide the Association with the names of all employees who are terminated, retired, or on leave for more than 30 days, on a monthly basis, and a layoff report will be provided if employees are in layoff status.

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 ESPs 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 ESPs, and on any webpage that lists external partners. The link shall include the Association's full name and provided logo.

I. Association Leave

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 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 days per year for any one individual, except for the Association Vice President, who will be limited to 12 days per year. The Association will reimburse the District for each member at step one

of their current pay range, plus all associated payroll costs (APC), for each member's classification for each day of leave used.

J. Representative Assembly/Executive Board Leave

The District shall provide up to four 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 week in advance. In emergency situations, where one week advance notice is not possible, the Association shall contact the Human Resources office to request a waiver of the one 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 Association President shall request a meeting with the District to discuss arrangements for unpaid leave time.

L. Association President and Vice President Leave

Upon request by the Association prior to June 1, the District will grant the President and Vice 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 President and 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 President and 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 President and Vice President to carry out the statutory duties of the Association as the 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 President or Vice President prior to June 1 of the year preceding the school year in which the leave is to be taken.

1. The District shall continue to pay the President and 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 President and Vice President and the District will coordinate payment, spread over the number of months (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 and Vice President.
2. In the event the Association President needs to take a leave of absence greater than two 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. 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. Membership on Committees

1. Members of the Association 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. 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. Fingerprinting and Background Checks

1. The initial cost of fingerprinting and background checks will be paid for by the District.
    a. The District will only pay for one set of fingerprints and one 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 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, demoted, or suffer a reduction in compensation without just cause. For the purposes of this Article, except when warranted, the principals of progressive discipline will be applied, and discipline shall be defined as a reprimand in writing, suspension without pay, termination, or reduction in rank or compensation.
2. Verbal directives or written letters of directive issued to an employee are not considered to be discipline and shall not be placed in the employee's personnel file.

B. Complaints and Investigative Meetings

1. Definitions

   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.

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 make efforts to provide notice within 30 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 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.

   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 not be postponed more than 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 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 the Public Employees Collective Bargaining Act.

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 5 – DUES AND PAYROLL DEDUCTIONS

A. Dues

1. The District will deduct dues, fees, and any other assessments or authorized deductions from the employee's payroll and issue to the Association in accordance with the payroll-deduction authorizations signed by members.
2. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted in an editable digital format. The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year. The District shall rely on the list to make the deductions and remit payment to the Association/OEA/NEA. The District agrees to transmit the dues deducted to the Association/OEA/NEA in two separate ACH electronic funds transfers prior to the 15th of the following month.
3. A dues deduction authorization remains in effect until the ESP revokes with the Association (not the District) as provided by the terms of the Agreement with the Association.
4. The District shall deduct monthly dues from the regular salary checks of employees in nine equal payments starting in October and ending in June, each month that the deductions are authorized.
5. The District will provide to the Association between the 5th and the 10th of each month a list of employees in the bargaining unit with their FTE, dues taken in the previous pay period, and any discrepancies from anticipated dues with an explanation.
6. The Association will provide the District with a list of changes to dues from the previous month and a report of expected dues for the current month, within one week of receipt of the District's report.
7. If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.
8. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, order, or judgements against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least 30 days' notice, in writing, of any claim; and 2) cooperating with the Association and its designated counsel in defense of the claim. In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of the said attorney.
9. Upon appropriate written request from the employee, the District shall deduct from the salary and make appropriate remittance for the following approved deductions as established by District practice:
    a. United Way/United Community Foundation
    b. Credit Union
    c. Health Savings Accounts (HSAs)

d. Tax Deferred Annuities

e. OEA Foundation

f. Board-approved insurance programs

g. Section 125 Flexible Savings Account (FSA)

10. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

ARTICLE 6 – STRIKES/WORK ACTION

A. Strikes

1. The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work during the term of this Agreement. The Association recognizes and agrees that disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of the provisions of this article.
2. In the event of a strike or other work action in any form, either on the basis of individual choice or collective employee conduct, the Association will make every effort including public appeals to secure an immediate and orderly return to work.
3. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to such work action.
4. Members of the bargaining unit agree that they will not honor any picket line established by the Association or by any other labor organization when called upon to cross such a picket line in the line of duty during the life of the contract.

B. Lockout

There will be no lockout of employees by the District as a consequence of any dispute arising during the period of this Agreement, as long as there is full compliance with items 1, 2 and 3 of Article 6.

ARTICLE 7 – WORKWEEK, HOURS OF WORK

A. Hours of Work

1. A full-time work schedule shall consist of 40 hours within the designated workweek, worked on the basis of five eight-hour days or four ten-hour days. The workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.
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 differential will be paid to employees who have a 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 maintains sole discretion to determine the operational needs and requirements of the District.
5. The District shall give a minimum of one 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 ESPs 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 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 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 hour later than scheduled on a given day but work one 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 and Compensatory Time), 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 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. Rest and Meal Periods

Each employee shall receive a 15 minute break for every segment of four hours or major portion thereof worked in one 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.

Each employee working six or more consecutive hours shall receive a duty-free lunch period of at least one-half 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

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 584-210-0020. 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

Essential Employees

In a District-wide, full-day inclement weather closure, when the district directs “Essential ESPs” to not report, the district will provide “Essential ESPs” one day of their regular pay without the use of an accrual as defined by District policy.

Non-Essential Employees

Non-Essential ESPs will not be required to use accruals for up to four district announced inclement weather delays as defined by District policy.

ARTICLE 8 – HOLIDAYS COMPENSATION

A. 12-Month Employees

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

j. Memorial 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 9 – VACATION

A. Paid Vacation

1. All ESPs shall be entitled to paid vacation.

B. Accrual

1. Full-time employees, 40 hours per week, 12 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 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 years and working 40 hours per week, 11 months per year. Service years eight factor 9.3337 times months employed 11; equals total hours accrued vacation of 102.6707.

C. Approval

Requests for vacation leave will be made in writing at least five working days in advance. All requests for vacation must be pre-approved by the immediate supervisor. If the request was submitted at least five working days in advance and the immediate supervisor does not render a decision to the employee in writing within five working days of receipt of the request, the request will be automatically approved. Employees may appeal to Human Resources 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 hours of their vacation accrual by written request before May 1st.

2. 12-month Employees

   12-month employees 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 while in their probationary period.

4. All Non-Probationary Employees

   End of Employment: Upon 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.

ARTICLE 10 – LEAVE OF ABSENCE WITH PAY

A. Sick Leave

1. **Family Member**
   For purposes of 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).
3. Full-time 12-month employees shall accrue 12 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 days of sick leave equivalent to three of the employee's regular workdays. For the current year, bus drivers shall have their allocation based on their 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.
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.
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 consecutive workdays.

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 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.
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.
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.
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, 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 months of light duty work, will receive the same District-paid insurance contribution for those two months and one 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 have their leave accruals reinstated for the absence for up to three days per instance. If the employee entered into unpaid status due to this three day absence, the District will compensate the employee at the employee's per diem rate for unpaid worktime lost. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.
12. 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, and (b) Such sick leave will not be credited to the employee's account until the employee has completed 30 working days with the District.
13. An employee may use sick time to donate blood in accordance with State Law.

B. Paid Leave Oregon (PLO)

1. For purposes of administering Paid Leave Oregon (PLO), 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. PLO will run concurrently with OFLA/FMLA and 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 PLO when providing notice of their foreseeable leave to 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 an employee chooses not to use their accruals, 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 Human Resources as soon as possible.

3. If an employee's 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 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 days per fiscal year for personal leave. Such leave shall not accumulate from year to year. Requests for leave must be made in writing at least three 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 workdays prior to the personal leave and the supervisor has not rendered a decision in writing to the employee within three workdays, the request will be automatically approved. The supervisor's decision may be appealed to Human Resources within 14 calendar days of a supervisor's denial of use of personal leave.
2. The following restrictions apply to the use of personal leave:
    a. The first three student days of the school year
    b. The last three student days of the school year
    c. One day prior to winter break
    d. One day prior to spring break
    e. One day after spring break

f. One day after winter break

g. The day prior to a paid holiday

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 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 full day after the start of the fiscal year.
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.

E. Association Leave

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 processing grievances under the procedure defined herein.

F. Educational Leave

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

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 Human Resources to process Military Leave requests.

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. Employees may request to use 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

I. Parent Teacher Conferences

Employees may attend parent/teacher conferences for a family member for up to two hours per conference 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.

ARTICLE 11 – LEAVE OF ABSENCE WITHOUT PAY

A. Eligibility

An employee absent from work because of an authorized leave without pay shall not be eligible for, nor accrue benefits provided under the terms of this Agreement unless, allowed by specific provisions of this Article. While an employee may be granted more than one leave of absence over the course of their career with the District, an employee may only be granted up to one year of unpaid leave per type of leave, except Peace Corps Leave, without pay in Section F of this Article below. The District may grant an exception to this provision if there are extenuating circumstances.

Employees on any of the leaves without pay in this Article, shall not engage in employment outside the District without prior permission from the District.

B. Medical Leave

Upon application by an employee, medical leave without pay for the purpose of personal illness or injury of an employee or qualifying family member (family member as defined in Article 10, Section A of this Agreement), shall be granted after sick leave with pay has been exhausted and subject to the following conditions:

1. Such period of leave without pay may be limited to not more than a total of one year during the life of this Agreement, except in the case of employment incurred injury, in which case the period of leave shall be for the entire period of disability resulting from the injury or shall end upon the resolution of the worker's compensation claim, whichever is earlier.
2. The employee may be required to provide a medical certification from their healthcare provider that the illness or injury of the employee or qualifying family member prevents the employee from returning to duty. An employee who, upon written request fails to provide such required certification or medical evidence indicating the employee could return to duty may be terminated from their employment.

C. Leave of Absence

1. Upon request, an employee may be granted a leave of absence without pay for a period of up to one year. Such requests shall be in writing and include the reason for such leave.
2. Employees may utilize their vacation leave, personal leave and compensatory time accruals before beginning a leave of absence without pay. In these instances, the unpaid leave of absence will begin the day after leave accruals are exhausted.
3. In the event that unpaid leave is denied, the District shall give a written explanation as to why it was denied.

D. Bereavement Leave

Upon request, an employee shall be allowed up to two days of absence in case of the death of a more distant relative or friend not covered under the definition of family member. Such leave shall be

without pay and shall be utilized not more than once per fiscal year. Such leave shall not accumulate from year to year.

E. State Bereavement Leave

Employees may utilize unpaid Bereavement leave under state leave laws. If an employee utilizes bereavement leave under state leave laws, the paid District benefit will run concurrently with the unpaid state bereavement leave. Bereavement leave under state leave laws may only be taken for qualified family members under the law, and requests must be submitted by the employee to Human Resources. This must be used within 60 days of learning of the family member's passing.

F. Peace Corps Leave

An employee may be granted a leave of absence without pay for service in the Peace Corps, not to exceed two years, in accordance with Oregon law. The salary status of an employee obtaining such leave, except as provided for in military leave without pay, shall be unchanged upon their return to service to the District.

G. Parental Leave

1. Employees shall be granted parental leave without pay for a specific period of time, up to one year and upon written request, for the purposes of childbirth and for care of natural or adopted infant children. The beginning and end of such leave for childbirth shall be determined by the employee and the healthcare provider.
2. An employee on parental leave without pay shall be reinstated in a position substantially equivalent to the position held before taking the leave. The employee returning from parental leave shall not suffer a loss of seniority due to this leave provision.

H. Military Leave

An employee shall be entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States in accordance with current laws and regulations.

I. Career Development Leave

1. Employees with at least one year of service may be granted leave of absence for one, or two District semesters, or three trimesters for advanced study as a full-time student or apprentice for the purpose of enhancing job qualifications for their current position or qualifications for another District position.
2. An employee, with District approval, may be granted an unpaid leave of absence for the purpose of a practicum, apprenticeship, or a student teaching assignment related to the pursuit of licensed teaching, school counseling, or other educational degree, or an enhancement of their current job qualifications or qualifications for another type of District position.
3. An employee who is granted a career development leave shall be returned at the step on the salary schedule they had earned prior to the leave. No experience credit for step increase will be given for the time on leave.

4. The scheduling of such leave will be mutually agreed upon between the District and the employee.
5. The District retains the right to limit the number of employees granted such leave.
6. Employees who have completed their initial probationary period shall be eligible to utilize Staff Development funds, per Article 23 of this Agreement.

J. Returns from Unpaid Leaves

An employee on an approved leave of absence without pay, under this Article, wishing to return from leave early, must get pre-approval from Human Resources. Early returns will be reviewed on a case-by-case basis.

ARTICLE 12 – RETURN FROM LEAVE

A. Return

Upon return from paid or unpaid leave the employee will return to the same or similar position they had prior to leave. Employees will be placed at the step on the salary schedule that they would have obtained had they not taken leave unless specifically stated otherwise in this Agreement.

B. Service

Approved leaves will not be considered a break in service. All accrued benefits earned prior to the leave will be reinstated upon return from leave. There will be no loss of seniority.

ARTICLE 13 – SICK LEAVE BANK/SHARED VACATION LEAVE

A. Sick Leave Bank

The purpose of the sick leave bank shall be to extend additional sick leave hours for an employee should an illness or injury exhaust the employee's accumulated sick leave, vacation leave, personal leave, and compensatory time.

1. New employees may elect to participate in the sick leave bank within 90 calendar days of the initial hire date. Employees must have sufficient accrued sick leave to contribute one workday at the time of enrollment. If an employee does not have enough accrued sick leave to make this contribution after the 90 calendar days, they may re-submit their enrollment once they have sufficient hours, with an effective date of the upcoming November 1. The District shall notify employees whether their enrollment in the sick leave bank has been approved or denied.
2. Probationary employees may enroll in the Sick Leave Bank but are not eligible to access the benefit until after their probationary period ends.
3. Current employees who have not participated previously, and who have at least one workday of accrued sick leave to contribute to the bank, may enroll no later than October 31st with eligibility effective November 1st.
4. Employees must contribute one workday of accrued sick leave when enrolling. Enrollment continues automatically each year unless terminated per Section A.9. Additional yearly contributions, made on or before October 31, are limited to the hours necessary to bring the total bank to a maximum of one hour per employee. All contributions are irrevocable. Only employees who have contributed may request leave from the bank. Participation is voluntary.
5. Upon depleting accumulated sick leave, vacation leave, personal leave, and compensatory time, and after obtaining a healthcare provider’s statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of their job for more than 10 workdays, a member may request days from the bank. A committee composed of three members representing the administration and three members appointed by the Association will act immediately on the request. The committee may grant the request if:
    a. District records show the employee has or will have exhausted their accumulated sick leave, vacation leave, personal leave, and compensatory time;
    b. The employee is not eligible for a PERS disability benefit, or a benefit under the District's disability insurance;
    c. The employee is contributing to the sick leave bank;
    d. The employee has experienced a life-threatening or debilitating illness or injury preventing them from performing job duties for more than 10 workdays, as certified in writing by a healthcare provider; and
    e. There are sufficient hours in the sick leave bank to cover the request.

6. If the request is denied, the employee shall be informed in writing as to the reason for the denial. The actions of the Committee shall not be subject to any further appeal through grievance procedure or otherwise.
7. If the request is approved, the Committee shall notify the Human Resources office. Subsequent days of absence due to the illness or injury, including the first 10 days if the employee had no accumulated sick leave for those days, shall be charged to the sick leave bank until further notice. In no case shall more than 50 days be granted to an individual employee in any one school year.
8. The District shall keep accurate records of leave accumulated by the bank. The sick leave bank replenishment on November 1 each year shall add hours as needed to bring the bank up to one hour multiplied by the number of ESPs per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
9. Membership shall be terminated upon written request of the member or by the end of employment with the District. Previously contributed hours shall remain in the sick leave bank.

B. Shared Vacation Leave

1. The Shared Vacation Leave Program is intended to allow an employee to voluntarily donate accrued vacation leave to support a colleague who is in critical need of leave due to their own serious health condition or that of a family member. Probationary employees are not eligible for Shared Vacation Leave. The parties agree that the Association shall administer the Shared Vacation Leave Program.

C. General Provisions of the Shared Vacation Leave Program

1. Employees may donate accrued vacation leave to a specific employee who is otherwise eligible to accrue and use sick leave but has exhausted all accrued leave (including sick leave, vacation leave, and compensatory time).
2. To be eligible to receive Shared Vacation Leave, employees must meet all eligibility requirements as described in Article 13, Sick Leave Bank, except that participants (donors and recipients) are not required to be members of the Sick Leave Bank to participate.
3. Employees who are not members of the Sick Leave Bank may apply directly to receive Shared Vacation Leave.
4. Employees will be limited to the equivalent of 50 workdays (based on the donee's scheduled workday) per year (400 hours for a full-time employee) in any combination of Sick Leave Bank and Shared Vacation Leave.
5. Employees using shared vacation leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.
6. Donations must be made in full-hour increments with no minimum hours required per donation occurrence.
7. All donated Shared Vacation Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating accrued vacation leave.

D. Procedures for the Shared Vacation Leave Program

1. Employees apply to receive donated vacation leave by submitting a Shared Vacation Leave Application form and Healthcare Provider's Certification form to the Association.
2. The Association will determine if all eligibility criteria are met.
3. The Association will solicit donations from their membership for 10 working days after receipt of initial notification by the requesting member.
4. Employees who choose to donate their accrued vacation leave will submit a Shared Vacation Leave Donation form to the Association.
5. When the requested number of hours have been submitted, or after 10 working days (whichever comes first), the Association will submit the application and donation forms to Payroll.
6. Payroll will deduct vacation leave from donors and convert it to sick leave for the recipient.

E. Confidentiality

1. When submitting a Shared Vacation Leave Application form, the requesting employee will be asked what information they are willing to share to the Association membership regarding the nature of their illness. Only that information will be released; all other information will be kept confidential.
2. A donor's information, including the number of hours they donated, will be kept confidential.

ARTICLE 14 – RATES OF PAY

A. Salaries

1. The base schedule will be increased by 3.8% for fiscal year 2026-2027 and 3.2% for fiscal year 2027-2028.
2. 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. 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 based upon the greater of the following:
    a. Step consistent with their years of related work experience as determined by Human Resources; or
    b. The next higher step in pay, on the new pay range; or
    c. Step one of the new pay range.
4. 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:
    a. Step consistent with their years of related work experience as determined by Human Resources; or
    b. Step consistent with their last held step in the lower paying classification, if applicable; or
    c. Step one 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 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 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

1. 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.
2. 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.
3. No employee shall receive a longevity stipend more than once during any three-year period.
4. 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.

D. Pay Options

1. Each regular ESP whose work assignment is less than 12 months shall be paid on the basis of 12 equal payments. Employees who are on a 12 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 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 pay for employees shall be allowed only in cases of emergency or when authorized by the building principal or supervisor.
2. Overtime shall be compensated at the rate of time and one-half. ESPs 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 ESPs regular schedule.
    a. Overtime shall be paid for all assigned work in excess of 40 hours in any workweek, except when employees work a four – 10 workweek. In such case overtime will be paid for all assigned work in excess of 10 hours in a day or 40 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 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 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 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 or more hours of their scheduled working shift after 5 p.m. and before 5 a.m. Such compensation shall be four percent 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 for a minimum of two 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 geographical 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 shall be paid two hours at their regular rate of pay for every 24 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 hours per 24 hour period.
    a. On Friday, beginning at 5:00 p.m. until Monday at 8:00 a.m., an employee shall receive four 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 hours, per weekend.
2. The employee shall receive additional pay the first time they report only if the time exceeds two hours. Callback provisions shall apply to all subsequent times they must report. All hours actually worked, in excess of 40 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 their actual miles traveled and receive reimbursement at the IRS rate.

J. Bilingual Differential

Employees may qualify for a language differential of four percent 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

When a payroll error is identified, the District will correct the error within five working days. 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. District Closures

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

ARTICLE 15 – INSURANCE

A. District Contribution

1. The maximum District contribution for plans selected will be $1,605 for the 2026-2027 insurance year, and $1,635 for the 2027-2028 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 to eight hour employees.
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 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 eligible for insurance benefits.
   c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
   d. Two on Contract means:
      i. One 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 the District.
      iii. The family has one 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% 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 $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

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

C. Retirees

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

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 16 – EMPLOYEE ASSISTANCE PLAN

The District will provide an Employee Assistance Plan (EAP) which allows employees to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to the District shall be summary only and will conform with an employee's HIPPA rights. Employees may request information regarding the EAP from Human Resources.

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 separation 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 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 Opening Notifications

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

C. Vacancies

1. Vacant positions need not be posted when:
    a. 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.
    b. The position is less than three hours.
    c. The vacancy is to be filled by an administratively initiated transfer of an employee in accordance with section E of this Article.
    d. The vacancy is to be filled by the employee who had been bumped from that position.
2. When a bargaining unit vacancy of more than three 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 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.

3. When a bargaining unit vacancy of three 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.
4. The District retains the sole right to determine the person selected to fill a vacancy and its decision shall not be subject to arbitration.
5. Job postings 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.
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.
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 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 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 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 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 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).
4. Probationary employees who utilize protected leave [FMLA, OFLA, Paid Leave Oregon (PLO)] during their probationary period will have their probationary period extended by the amount of time the employee is on leave.
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.

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 employee by another employee with greater seniority.
4. Classification – the specific title to which an employee is assigned based on the ESPs 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 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 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 ESPs, notice will be given to the Association and to the employees to be laid off 21 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 qualified employees in existing vacancies within the same classification in the following order:

a. Positions with the same number of regular hours

b. Positions with up to one additional regular hour

c. Positions with a fewer number of regular hours

2. Notwithstanding the order above, the District shall prioritize placement under subsection (b) over subsection (a) when doing so allows the employee to remain at their current work location, provided the employee is qualified for the position.

3. In no event shall an employee gain in hours sufficient to increase their benefits eligibility level.

D. Bumping Rights/Seniority

1. If an employee was not placed into an existing vacancy within the same classification, an employee may use District seniority to exercise their rights in the following steps:

    a. Bump the least senior employee in the same job classification provided they are qualified to perform the duties of the position and the number of regular hours assigned to the new position does not exceed the number of hours they are currently assigned on a regular basis by more than one hour.

    b. If there are no available positions that meet the criteria in step 1, bump the least senior employee in the next lateral or lower job classification in which the more senior employee most recently held regular status provided they are qualified to perform the duties of the position.

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 job classification as long as the laid off employee is qualified for the position or a previously held lateral or lower job classification for which they are qualified become available. No regular employee shall be laid off within a job classification until all probationary employees in such classification have been laid off unless, in the District's judgement, 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 District shall notify an employee of recall at the last phone number or email address provided to Human Resources by the employee. If the employee is unable to be reached within three business days, a registered letter will be sent to the last address provided to Human Resources by the employee. An employee shall have 15 business days from receipt of the notice to notify the District in writing of their intent to return and must be able to return within 15 calendar days of the 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 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 of the following occurs:
    a. An employee is not recalled within 27 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 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 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 ESPs 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 ESPs, 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 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
    a. 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 with Human Resources. 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 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, 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 years after being placed in the record, if the employee has maintained a clear record during those three years.
4. An employee may have access to review their file by contacting Human Resources. 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 by Employees

Employees who wish to process complaints not covered by this Agreement may use the District’s employee complaint policies, procedures, 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.

ARTICLE 21 – NONDISCRIMINATION

The Association and the District affirm their adherence to the principles of non-discrimination on the basis of age, race, color, religion, gender, sex, national origin, marital status, disability, sexual orientation, gender identity, or political activity. Recognizing the relationship between this Article and an employee's rights, the District will not discriminate in any personnel action or in the application or administration of this agreement.

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 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 working days in advance of the date the employee is required to attend.

The District agrees to cooperate with the Association in developing relevant in-service opportunities for employees on the October in-service day.

ARTICLE 23 – STAFF DEVELOPMENT

The District will provide the following amounts for Education Support Professional staff development activities:

2026-27	**$65,000**
2027-28	**$65,000**

The District will develop and administer guidelines for the use of these staff development funds through the Education Support Professional Staff Development Committee.

Funds may be used for tuition reimbursement and/or professional development activities that are related to the ESP's job description, promotional opportunities within the District, or the District's Strategic Plan.

The District shall not be obligated to reimburse expenses for coursework or activities that are primarily personal in nature, that do not have a clear connection to the standards listed in this Article, or are not in compliance with the District's policies and procedures.

ARTICLE 24 – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A claim by an employee or group of employees based on the interpretation or violation of this Agreement. (The Board maintains a separate "Complaint Procedure" for resolution of all issues involving Board policy).
2. Grievant: The employee, group of employees or the Association who alleges a violation of this agreement.
3. Days: Working days. Weekend or vacation days are thus excluded.
4. Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.
5. Employee: Any member of the bargaining unit.

B. General Provisions Related to Grievance Procedures

1. Whenever possible, grievances will not be heard during the working hours of the grievant. However, should investigation or processing of any grievance require that an employee be released from their regular assignment, the employee shall be excused without loss of pay or benefits.
2. The Board acknowledges the right of the grievant to have the Association representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.
4. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.
5. Procedures may terminate at any level if the grievant so indicates in writing or fails to pursue their complaint within the specified time limit. Such termination shall not establish precedent for future grievances.
6. The Association may be present at all levels of the grievance procedure.
7. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.
8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of participation.

9. Once the grievance is settled, employees may request a meeting with the supervisor to discuss the provisions of the resolution related to the grievance. The employee has the right to representation.

C. Levels of Grievance Procedures

1. Informal Discussion: Within 30 days of the time the grievant first had knowledge, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. The grievant will identify this informal discussion as a grievance at the beginning of the meeting with the immediate supervisor. The immediate supervisor will communicate their decision within 10 days of the informal discussion.
2. Level One: If the grievant is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor. If the written grievance is not filed within 10 days after the informal decision, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within 10 days to the grievant.
3. Level Two: If the grievant is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within 10 days after the written grievance was delivered to the immediate supervisor, the grievant or the Association may within 10 days submit the grievance in writing to Human Resources. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved and the remedy requested. Human Resources shall communicate their decision in writing within 10 days to the grievant.
4. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within 10 days after the grievance was delivered to Human Resources, the grievant may, within 10 days request in writing that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within 15 days after receipt of a request by the grievant. A copy of such request shall be delivered to the District.
    a. Within 10 days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by the Association. The parties shall select an arbitrator from the ERB list within 10 days of receipt of the list. The parties shall then be bound by the rules and procedures of ERB. The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated.
    b. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

D. General Provisions Related to Arbitration

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing shall be borne equally by the parties.
2. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
3. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of and failure to do so shall preclude resort to such other remedies.

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

A. General Provisions

1. 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.
2. 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.
3. 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.
4. Those employees who use their personal vehicles to transport students or District equipment in emergency situations shall receive all benefits of this Article.
5. 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.

ARTICLE 26 – ADMINISTRATION OF MEDICATION/MEDICAL PROCEDURES IN THE SCHOOLS

A. District Policy and Employee Training

1. Employees who are required to administer medications/medical procedures to students shall be given a copy of all relevant policies and be trained by the District and a summary of District obligations to indemnify employees.
2. No employee shall be required to administer medications or perform any medical procedures unless the following conditions are met:
    a. The student's parent or guardian has given the District written consent for the administration of medication.
    b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.
    c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
    d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in 2.b. and 2.c. above.
    e. All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.
    f. The equipment and medical supplies necessary to safely perform the task are available.
3. The District shall provide relevant ongoing training to all employees who are required to administer medications to students as needed throughout the school year.

ARTICLE 27 – PERSONAL RIGHTS

The personal life of an employee is not an appropriate concern of the District, except where it affects the employee's fitness for or performance in their position.

An employee who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected their remedy and shall not be entitled to pursue an alleged violation of this provision under Grievance Procedure.

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 day workweek. Route package hours includes all time for regular routes, midday routes, activity runs, and additional duties.
6. “Run” means a single complete segment of a route picking up or dropping off students following a specific, preplanned sequence of streets and stops from start to finish, often involving multiple distinct locations.
7. “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.
8. “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.
9. "Standby driver” means a bus driver who is regularly employed by the District, not assigned to a route, but has a standby assignment.
10. “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.
11. “Type 10 van driver” means a driver who operates vehicles, with up to nine 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.
12. "Utility driver” means a bus driver who is regularly employed by the District, but who is assigned a route based on District need.

13. “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. “Trips” means transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for more than two hours.
15. “Shuttles” means transportation of students and/or staff for the purpose of curricular or extracurricular activities and scheduled for two hours or less.

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 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 hours at the time of bid.
    e. Drivers who are not present for the bidding process will be assigned a route following established procedure.
3. Route package hours may be assigned to a utility driver when the regular driver is on a long-term leave.
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.
5. Drivers working during scheduled recess periods will be able to use leaves in accordance with Article 10 of this Agreement.
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, all drivers will be given options to choose a bus based on route need and seniority.
8. Vacant routes or additional duties will be posted for a minimum of five days for drivers to bid. Bidding will be managed to minimize overtime.
    a. If, after five days, one 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 10 hours at the time of bid.
    b. If, after five 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 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 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 drivers may bid on the assignment in accordance with section B of this Article. 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 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 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. One year, or equivalent experience, operating a school bus.
    b. Good attendance and punctuality history.
    c. Demonstrate a willingness and ability to drive all District buses.
    d. Demonstrate a willingness and ability to operate and/or secure all Specialized Transportation equipment, including student mobility and support materials.
    e. Demonstrate the ability to describe a path of travel the bus would use between two designated locations.
    f. Demonstrate the ability to drive a bus following written run directions over a designated course within prescribed timelines.
    g. Stand-by drivers will perform yearly competency tests.
3. Stand-by drivers will receive a four percent differential.

F. Trip and Shuttle Assignments

1. Trip driver assignments may be posted and bid on in accordance with section B of this Article.
    a. Trip driver assignments will be temporary and posted with an end date.
    b. At the end of the temporary assignment, the driver will be returned to their route.
    c. Trip drivers must be qualified to drive all buses to all destinations and trained in the proper use of all safety equipment.
2. Rules governing trip and shuttle assignments will be made available to drivers upon request.
3. Trips will be assigned to drivers with the following priority in mind:
    a. Trip drivers who have accepted the assigned position, with the goal of achieving 30 hours per week.
    b. Other drivers, based on seniority rotation, with separate lists for regular, overnight, and mountain trips.
4. Shuttle assignments will prioritize route drivers with the goal of achieving 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 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 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 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 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 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 hour at their regular rate of pay or their actual time worked, whichever is greater.
6. 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 shall be calculated as follows:
        i. When Saturday is not the last day of the trip, drivers will be paid for eight hours or the actual hours worked if over eight.
        ii. If Saturday or Sunday is the last day of the trip, drivers will be paid only for the hours actually worked.

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 hours.
    a. The minimum number of work hours to qualify is established for the month by multiplying the number of workdays available times six. Days in which an employee is on paid leave will not count as a day available. Employees assigned to more than four hours on their route package hours but less than six 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 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 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 $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 designated Transportation Department administrator.
3. The tools that are reimbursed by the District will become the property of the employee.

K. Supervisor Support

1. Transportation will establish procedures that identify each employee's supervisor. The procedure will provide for communication when an employee's supervisor changes, and include a contingency in case the initial supervisor is unavailable and will provide pathways to other supervisors or administrators for urgent needs.

ARTICLE 29 – DRUG AND ALCOHOL TESTING

A. Safety of Students

The District and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for recreational purposes or otherwise, which adversely affect job performance, constitutes a serious threat to the health and safety of the public, to children being transported in District vehicles, to fellow employees, and to efficient operation of the District.

B. Testing Guidelines

1. It is, therefore, agreed that the District may institute drug and alcohol testing under the following guidelines:
    a. The District may require any new applicant for employment to undergo a drug and alcohol test.
    b. The District may institute a pre-announced uniform test program for all employees involved in transporting District students, so long as every employee in the bus driver job classification is required to undergo the test.
    c. The District may require drug and alcohol testing as part of any licensing application or renewal which requires a physical examination by state statute.
    d. The District may also require any current bus driver or commercial vehicle driver in the capacity of their employment with the District to participate in unannounced drug and/or alcohol testing if the District has reasonable suspicion to believe that drug or alcohol use has or may negatively affect an employee's job performance.
    e. For bus drivers or commercial vehicle driver who drives in the capacity of their employment with the District subject to random drug and alcohol testing, efforts will be made to provide notification of a random test while the employee is still on duty.
    f. If the District has reasonable suspicion to believe an ESP may have drugs or alcohol in their system and/or in their possession in the workplace, the District may require the ESP to complete drug and/or alcohol testing.
        i. The District will complete training on reasonable suspicion and drug and alcohol testing with all administrators, professional-technical and confidential staff who are involved in making decisions about whether reasonable suspicion exists. The District will invite Association leadership to these trainings.
        ii. Reasonable suspicion testing will only be conducted if a minimum of two trained administrators/staff determine that reasonable suspicion exists.

C. Association Right of Notification

1. If the District desires to request that a bus driver or commercial vehicle driver who drives in the capacity of their employment with the District participate in an unannounced drug and/or alcohol test under Section B.1.d above, the Association shall have the right to notification not less than one-half hour prior to testing, and an opportunity to be present to counsel with the employee, if the

employee desires Association presence. This provision does not apply to testing required by the Federal Motor Carrier Safety Administration.

2. For non-driver ESPs, the right to union representation shall continue from the right to notification through all interactions with the District that involve the ESPs employment status.
3. Notwithstanding Article 4.A, ESPs will be provided information regarding substance abuse professionals.

D. Refusal

A refusal to comply with the District's request to take a drug and/or alcohol test under Sections B and C above shall constitute insubordination and subject the employee to disciplinary action.

E. Testing Results

1. In the event a bus driver or commercial vehicle driver who drives in the capacity of their employment with the District tests positive, the same sample will be retested a second time by the same lab using another reliable method that is specific for the substance detected. The results of the second more specific test will be controlling and be acted upon if it conflicts with the first test.
2. If an employee tests positive, the employee shall be referred for appropriate treatment and counseling. Such employee shall be suspended until they obtain a release to return to work from the treating facility or healthcare provider. Upon return to work, such bus driver should be subject to a six working month probationary period subject to unannounced testing following the date of return to work. If the employee violates the terms or conditions of the treatment program or tests positive during such six month period, they shall be subject to immediate discharge.

F. Reasonable Cause

The District retains the right to inspect any container or locker located on its premises or in a District vehicle if it has reasonable cause to believe that such an inspection will result in the discovery of alcohol or drugs.

G. Disciplinary Action

1. Possession, sale, distribution, or use of drugs or alcohol on District premises, or during assigned work hours, or in a District vehicle, including parking facilities, shall constitute just cause for immediate discharge.
2. Any disciplinary action imposed by the District will be consistent with the "just cause" language contained in this contract.

H. Bus and Commercial Motor Vehicle Drivers

1. Bus drivers or commercial vehicle driver who drives in the capacity of their employment with the District who are chosen for a random urine analysis (U.A.) test (or any alternative test, if required by law) will be paid for the time it takes to complete the U.A.

2. If a U.A. causes a bus driver or commercial vehicle driver who drives in the capacity of their employment with the District to miss a part of their assignment, alternative work will be provided to ensure that no loss of pay shall occur.

ARTICLE 30 – PUBLIC EMPLOYEES RETIREMENT SYSTEM PICKUP

The District shall not withhold from employee's monthly salaries the contributions required by ORS 237.071; and shall continue to "pick-up," assume, and pay a six percent average employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this Agreement.

The full amount of required employee contributions "picked-up" or paid by the District on behalf of the employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.001 (2) and shall be considered to be employee contributions for the purpose of ORS 237.001 to ORS 237.320.

ARTICLE 31 – MISCELLANEOUS

A. Captions

The use of Article, section, or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

B. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the District insofar as any such prior agreement, condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this Agreement.

C. Separability of Contract Provisions

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Upon request of either party, the parties agree to meet at a mutually agreed upon time and negotiate over a replacement provision.

D. Duration

This contract shall be in effect as of July 1, 2026 except those provisions of the contract which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including June 30, 2028. Either party may notify the other party prior to the first day of January of the year in which the contract is due to expire, its desire to amend, modify, or terminate this contract.

E. Compliance

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
MARION COUNTY SCHOOL
DISTRICT NO. 24J
AND
ASSOCIATION OF SALEM KEIZER EDUCATION SUPPORT PROFESSIONALS

This contract is made and entered into by the Association of Salem Keizer Education Support Professionals, hereinafter referred to as the "Association" and the School District 24J, hereinafter referred to as the "Board" or "District", **and shall be effective July 1, 2026, and shall continue in effect until June 30, 2028.** This contract incorporates the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

For the Association

For the District

7/15/2026
Date

7/14/2026
Date

OREGON SCHOOL DISTRICT 24J
HOURLY COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES

EFFECTIVE JULY 1, 2026

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
11	19.71	20.72	21.70	22.88	24.03	25.21
12	20.72	21.70	22.88	24.03	25.21	26.56
13	21.70	22.88	24.03	25.21	26.56	27.77
14	22.88	24.03	25.21	26.56	27.77	29.20
15	24.03	25.21	26.56	27.77	29.20	30.65
16	25.21	26.56	27.77	29.20	30.65	32.24
17	26.44	27.63	29.06	30.50	32.10	33.69
18	27.63	29.06	30.50	32.10	33.69	35.34
19	29.06	30.50	32.10	33.69	35.34	37.16
20	30.50	32.10	33.69	35.34	37.16	38.98
21	32.10	33.69	35.34	37.16	38.98	40.96
22	33.69	35.34	37.16	38.98	40.96	43.00
23	35.34	37.16	38.98	40.96	43.00	45.14
24	37.16	38.98	40.96	43.00	45.14	47.41
25	38.98	40.96	43.00	45.14	47.41	49.76
26	40.96	43.00	45.14	47.41	49.76	52.33
27	43.00	45.14	47.41	49.76	52.33	54.96
28	45.14	47.41	49.76	52.33	54.96	57.71
29	47.41	49.76	52.33	54.96	57.71	60.60
30	49.76	52.33	54.96	57.71	60.60	63.63
31	52.33	54.96	57.71	60.60	63.63	66.82

Crossing Guards Hourly Rate $21.18

Bilingual Differential based on 4% of Grade 19, Step 1. Assessment required.
Standby Drivers. Additional 4%. Grade 15.

OREGON SCHOOL DISTRICT 24J
HOURLY COMPENSATION SCHEDULE FOR CLASSIFIED EMPLOYEES

EFFECTIVE JULY 1, 2027

RANGE NUMBER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
11	20.34	21.38	22.39	23.61	24.80	26.02
12	21.38	22.39	23.61	24.80	26.02	27.41
13	22.39	23.61	24.80	26.02	27.41	28.66
14	23.61	24.80	26.02	27.41	28.66	30.13
15	24.80	26.02	27.41	28.66	30.13	31.63
16	26.02	27.41	28.66	30.13	31.63	33.27
17	27.29	28.51	29.99	31.48	33.13	34.77
18	28.51	29.99	31.48	33.13	34.77	36.47
19	29.99	31.48	33.13	34.77	36.47	38.35
20	31.48	33.13	34.77	36.47	38.35	40.23
21	33.13	34.77	36.47	38.35	40.23	42.27
22	34.77	36.47	38.35	40.23	42.27	44.38
23	36.47	38.35	40.23	42.27	44.38	46.58
24	38.35	40.23	42.27	44.38	46.58	48.93
25	40.23	42.27	44.38	46.58	48.93	51.35
26	42.27	44.38	46.58	48.93	51.35	54.00
27	44.38	46.58	48.93	51.35	54.00	56.72
28	46.58	48.93	51.35	54.00	56.72	59.56
29	48.93	51.35	54.00	56.72	59.56	62.54
30	51.35	54.00	56.72	59.56	62.54	65.67
31	54.00	56.72	59.56	62.54	65.67	68.96

Crossing Guards Hourly Rate $21.86

Bilingual Differential based on 4% of Grade 19, Step 1. Assessment required.
Standby Drivers. Additional 4%. Grade 15.

Job Class	Classification	Salary Grade
034	Accountant	018
033	Accounting Clerk 3	016
040	Administrative Assistant 1	017
041	Administrative Assistant 2	022
016	Administrative Secretary	015
027	Administrative Specialist	020
513	Applications Developer 2	023
515	Applications Developer 3	028
522	Applications Developer 4	031
501	Associate Data Strategist	025
165	Behavioral Health Coach	023
164	Behavioral Health Technician	023
064	Bindery Worker	012
086	Budget & Fiscal Analyst	026
070	Budget & Staffing Analyst	024
077	Buyer 1	017
078	Buyer 2	019
309	Campus Safety Specialist	016
053	Capital Construction Program Coord.	030
328	Certified Occupational Therapy Asst	020
308	Child Care Coordinator	023
307	Child Care Worker	012
401	Claims Analyst	021
305	College & Career Coach	017
010	Communications & Outreach Coord.	021
065	Communications Coordinator	021
090	Community Resource Specialist	019
101	Community School Outreach Coord.	017
023	Copy Center Digital Process Specialist	014
601	Crossing Guard (XGD1)	
102	CTE High School Liaison	016
103	Custodian 1	012
104	Custodian 2	014
107	Custodian 3	016
108	Custodian 4	019
136	Customer Service Representative 2	015
025	Digital & Print Graphic Specialist	017
066	Digital/Multimedia Content Producer	024
052	District Courier	015
147	Driver Trainer	017
134	Energy Systems Coordinator	026
054	Facilities Project Coordinator 1	026
055	Facilities Project Coordinator 2	028
532	Family Advocate – TAPP Program	018
128	Food Services Specialist	017
115	Graduation Coach	017
094	Grant Coordinator	023
126	Head Structural Worker	026
088	High School Accounting Clerk 3	016
135	HVAC Preventative Maintenance	019
137	HVAC Technician 1	015
138	HVAC Technician 2	019
139	HVAC Technician 3	024
319	Indian Education Cultural Resource Fac.	017
310	Instructional Assistant	012
332	Instructional Support Assistant (Cadre)	017
051	Internal Communications Specialist	026
111	Language Services Facilitator	021
161	Lead Driver Trainer	019
073	Lead Inventory & Warehouse Worker	019
330	Lead Library Media Assistant	016
124	Lead Maintenance Worker	023
153	Lead Mechanic	025
162	Lead Transportation Dispatcher	019
160	Lead Transportation Router	021
171	Library Specialist	014
014	LPN Education Assistant	020
141	Lube Mechanic	015
022	Mailing Services Specialist 1	012
029	Mailing Services Specialist 2	014
122	Maintenance Worker 2	015
123	Maintenance Worker 3	019
130	Maintenance Worker 4	022
152	Mechanic	021
163	Mechanic Technician	023
525	Microcomputer Support 1	019
526	Microcomputer Support 2	022
117	Migrant Specialist	017
096	Native Language Specialist	017
516	Network Communications Analyst 1	025
013	Office Manager 1	016
017	Office Manager 2	017
018	Office Manager 3	019
019	Office Manager 4	021
110	OR Pre-K Program Family Advocate	016
068	Payroll Compliance Coordinator	022
329	Physical/Occupational Therapy Asst.	016
338	Preschool Lead Worker	023
047	Print & Mail Operations Lead	023
071	Procurement & Contract Specialist 2	024
079	Procurement & Contract Specialist 3	026
343	Registered Behavior Technician	023
149	School Bus Driver	015
002	School Office Specialist	013
028	School Office Specialist 2 – MS	015
006	School Office Specialist 2 – HS	015

Job Class	Classification	Salary Grade
337	School Testing Specialist	014
325	School-Based Health Assistant	013
004	Senior Clerical Specialist	012
172	Senior Payroll Specialist	020
012	Senior Secretary	013
072	Shipping & Receiving Clerk	013
326	Sign Language Specialist	017
339	Sign Language Specialist & Scheduler	019
185	Skills Trainer	017
318	Special Programs Employment Specialist	016
331/323	Special Programs Instructional Assistant	015
316	Special Programs Inst. Asst. – Autism	017
315	Special Programs Inst. Asst. – Bilingual	015
327	Speech-Language Pathology Assistant	017
170	Stakeholder Relations & Engagement Spec.	026
099	Student Advocate	017
505	Student Data Specialist	018
116	Student Dispute Coordinator	024
303	Support Services & Recruitment Specialist	019
015	Testing & Records Mgmt. Technician	017
112	Translator	017
150	Transportation Dispatcher	017
158	Transportation Router	019
146	Transportation Van Driver (Type 10)	014