

**AGREEMENT**

**between**

**LANE EDUCATION SERVICE DISTRICT  
BOARD OF DIRECTORS**

**and**

**LANE COUNTY EDUCATION ASSOCIATION**

**July 1, 2015 — June 30, 2019**

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Lane ESD and LCEA actively promote a safe and respectful workplace for all employees, where professional interpersonal communication is a vital employee responsibility and an essential developable skill. Healthy communication is: inclusive, supportive, cooperative, dignified, and considerate of all participants. This is the spirit in which we meaningfully interpret the letter of any LESD and LCEA agreement, guideline, policy, or other philosophy.

## **Article I — Status of Agreement**

- A. The Lane Education Service District Board of Directors, hereinafter referred to as the “Board” or “District” recognizes the Lane County Education Association, hereinafter referred to as the “Association,” as the exclusive association representative for all regular classified and licensed employees but excluding supervisory and confidential employees as defined in ORS 243.650 (6) & (23) and temporary and part-time employees listed in section A, paragraph 2 and section A, paragraph 3 below.
1. A regular employee is any classified employee who is employed to work twenty (20) hours or more per week and whose position is established to continue six (6) months or more and/or does in fact continue six (6) months or more and completes a probationary period; or any licensed employee whose position is defined as being .5 FTE (full-time equivalent) or more.
  2. A temporary employee is any classified, professional or licensed employee who is hired for:
    - a. Summer only help.
    - b. Fill-ins for vacancies (while the District is advertising for, interviewing, and hiring full-time replacements).
    - c. Short-term (90 calendar days or less) employees hired for special/limited jobs not normally and traditionally done by bargaining unit members.
    - d. Fill-ins for vacation or leave periods that are less than six (6) months.
  3. A part-time employee is any classified employee who is hired for less than four (4) hours per day or less than twenty (20) hours per week, or any professional or licensed employee who is hired at less than .5 FTE.
  4. A probationary classified employee is any classified employee who is in the first nine (9) months of employment in any position and whose ability to perform the primary duties and accountabilities of that position is being evaluated.
  5. A probationary professional employee is any professional employee who is in the first nine (9) months of employment in any position and whose ability to perform the primary duties and accountabilities of that position is being evaluated.
  6. A probationary licensed employee is any employee who is in the process of completing three (3) years of satisfactory service in any position for which a valid Oregon Teaching License is required. A probationary licensed employee who has attained contract status in another Oregon school district may be recommended for contract status after one year of satisfactory service.
  7. Work as a substitute or in time-limited positions of less than one year is not part of the probationary period.

- B. In the event any written Board Policy or any written Administrative Rule or regulation of the District is determined to be inconsistent with the terms of this Agreement, this Agreement shall supersede.

## **Article II — Association Rights**

### **A. Association Leave**

1. Forty (40) days of Association Leave shall be allowed annually, to the bargaining unit to be used by the Association for any lawful purpose under Oregon's public employee collective bargaining law as follows:
  - a. All Association Leave shall be taken in not less than four (4) hour blocks, if members are classroom staff that will need a substitute hired. For all others, use may be in blocks of 30 minutes or more. Association Leave will be scheduled via the District's absence management system at least 10 days in advance for planned activities, as soon as practical for unplanned activities, and subject to approval by the Superintendent or designee.
  - b. Association Leave requested for the purpose of Collective Bargaining or Grievance Processing shall be without loss of pay and at no cost to the Association. Collective Bargaining and Grievance Processing shall mean activities directly or indirectly related to bargaining a successor collective bargaining agreement or grievances that are processed pursuant to that agreement.
  - c. The costs for Association Leave requested for all other Association business will be reimbursed by the Association for the member's regular salary, including associated payroll costs and any substitute costs incurred.

### **B. Material and Information Distribution**

1. The parties recognize the District's business interests may be served when the Association notifies members promptly of information concerning working conditions, contract terms, and other aspects of the collective bargaining relationship.
2. The Association may distribute materials to members of the Association via the District's courier service or electronic communication network. All distribution of materials must occur within the parameters of District policies and procedures.
3. Such service will be provided at no cost to the Association.
4. The Association agrees to defend and indemnify the District against any charge that the use of the courier service under this provision violates postal service regulations, and to hold the District harmless from any fines imposed as a result of such charge. In order to invoke this paragraph, the District must notify the Association within ten (10) days of first receiving notice that the use of the courier service is being questioned. The Association will then provide an attorney and the parties will fully cooperate in any litigation.
5. All materials shall be clearly identified by use of the name or initials of the Association (LCEA).

**C. Association Meetings**

1. The Association may hold one meeting a month during working hours. The time of the meeting shall be the last working hour of the day or the Association may request general meetings adjacent to scheduled staff functions that would occur at a time other than the last working hour of the day. The Association president will submit a written request for such meeting to the Superintendent or designee not less than ten (10) working days prior to the proposed meeting date. The Superintendent or designee shall act within three (3) working days to approve or deny the request. If the response is negative, the reason(s) shall be in writing.
2. Except in cases of emergency, all meetings and discussions of possible contract violations shall be held during lunch periods, break periods, or before or after working hours.

**D. Agreement Distribution**

The District will provide copies of the Agreement to all bargaining unit members upon hire. A hard copy will be available at each work site and by request. A copy of the Agreement will be posted on the Lane ESD and LCEA websites.

**E. Facilities and Equipment Usage**

The Association may use District facilities and equipment within the parameters of District policies and procedures.

### **Article III — Management Rights**

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:
1. The executive management and administrative control of the school system and its properties and facilities;
  2. Hire all employees and the right to determine their job description, qualifications and the conditions of their continued employment, or their discipline, suspension, dismissal, demotion, promotion or transfer;
  3. The unqualified right of assignment and direction of work of all of its personnel, to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing (but not in conflict with the specific provisions of this Agreement), and the right to establish, modify, or change any work or business hours or days;
  4. The unqualified right to establish the school calendar;
  5. Determine the services, supplies, and equipment necessary to continue its operations; the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work, including automation thereof or changes therein; the institution of new and/or improved methods or changes therein;
  6. Adopt reasonable rules and regulations;
  7. Determine the qualifications of employees, including physical conditions;
  8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, service areas or subdivisions thereof and the relocation or closing of offices, departments, service areas or subdivisions, buildings or other facilities;
  9. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;
  10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
  11. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
  12. Determine the policy affecting the selection, testing, or training of employees, provided the selection is based on lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

## Article IV — Association Security

- A. By October 15th of each year, the Association shall notify Business Services of the amount of Association dues and fair-share assessments, which shall be paid monthly to the Association.
- B. The District agrees to correct any inadvertent errors within thirty (30) days of notification of such error or by the next pay date following notification, whichever is later.
- C. Employees in the Association who do not voluntarily submit an authorization for dues withholding or do not make individual agreements for dues payments shall have in lieu of dues a fair-share assessment deducted monthly from their paycheck. The Association will notify the District of the individual employee names and fair-share assessment amount. Such assessments will be an amount allowed by ORS 243.650 (18) to defray the cost of services by the Association in negotiations and contract administration.
  - 1. A “Fair Share” member must contribute an amount equal to membership dues, but is entitled to request an annual rebate of the non-chargeable portion of dues.
    - a. A “Fair Share” member objecting to fair-share contributions must submit a signed and dated form to the Assistant Executive Director (AED) of OEA stating their objection to any portion of their fair-share contributions being used for any purpose not directly related to collective bargaining.
    - b. Such objections must be submitted in November, with the specific deadline to be identified and communicated by the Association annually.
  - 2. A “Fair Share” member has all the rights required by law and as negotiated by the Association except that they shall neither hold office nor vote in the Association.
- D. In accordance with ORS 243.666, bargaining unit members whose religious beliefs - including strong personal, moral, or ethical beliefs - prohibit payment to employee organizations shall pay an amount equal to total professional dues and assessments to a non-religious charity or charitable organization which is mutually agreed upon by the individual and OEA Assistant Executive Director.
  - 1. Such employees must annually submit to OEA a written notification of religious objection.
  - 2. OEA verifies such contributions to the specified non-religious charity or charitable organization.
- E. The Association agrees to lawfully implement this Article and agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article, provided the Association’s attorneys are allowed to represent the District, as well as the Association, in any such action. If the District insists on having its own attorney(s), then this hold harmless clause shall be null and void.



## **Article V — Nondiscrimination**

- A. The District certifies it will not discriminate against any member of the bargaining unit on the basis of race, color, national origin, religion, sex, age, disability, marital status, or sexual orientation, including discrimination on such basis of any other persons with whom the individual associates.
  
- B. The Association agrees it shall not discriminate or take any reprisal action against any members of the bargaining unit for their participation in, lack of participation in, or support of the goals and activities of the Association. Neither shall it discriminate on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation, or job classification, including discrimination on such basis of any other persons with whom the individual associates.
  
- C. If a bargaining unit member with a discrimination grievance files any other claim over the same subject in any other state or federal jurisdiction (agency), the Association agrees to limit its assistance to one avenue seeking remediation (i.e. the grievance procedure or the court/agency, but not both). The bargaining unit member shall notify the Association in writing of his/her choice before the Association will agree to provide financial assistance for any such proceeding.

## **Article VI — Joint Committees**

### **A. Input Committee**

An Input Committee shall be formed representing both the District and the Association.

- 1 The Committee will function to establish communication between the staff and the Board on subjects which are:
  - a. Areas of general concern either of the Association or the District, including provisions of this Agreement;
  - b. Concerns related to personnel policies or the lack thereof; or
  - c. Areas related to programs and projects if input and dissemination of information would benefit decision-making processes relative to those programs and projects.
2. The Committee shall be composed of three (3) members of management and three (3) members of the Association, including the District's Superintendent and one (1) Director, and the Association's President and Vice-President, or any designated District administrator or bargaining unit member.
3. The Committee will meet at least monthly. Any member may propose additional meetings as needed. Meetings may be canceled by mutual agreement of the Superintendent and the Association President or their designated representatives.
4. Meeting times will be determined by mutual agreement.
5. Committee members will bring items to be discussed.
6. No issue that is the subject of current negotiations between the parties may be placed on the Committee agenda until a successor agreement has been ratified and executed by the parties.

### **B. Classroom Safety Committee**

1. A Classroom Safety Committee shall be established for the purpose of discussion and resolution of safety issues unique to special education classrooms. Items that are the responsibility of the ESD Safety Committee will not be addressed in the Classroom Safety Committee, except for discussion of whether referral to the ESD Safety Committee is appropriate.
2. The Committee shall be composed of at least three (3) members of the Association, including both licensed and classified bargaining unit members and three (3) District administrators, including the Director of Special Education.
3. The Committee will meet monthly at a mutually agreed upon times. Meetings may be cancelled by mutual agreement.

C. Sick Leave Bank Committee

A four (4) person administrative committee consisting of two (2) appointed bargaining unit members and two (2) persons appointed by the District shall administer the Sick Leave Bank (Article XV).

D. Benefits Committee

1. An Employee Benefits Committee shall be appointed by September 10th each year and will have representation from the two parties of this Agreement. The Committee will include three (3) District administrators and four (4) bargaining unit members, including classified, professional, and licensed employees. Bargaining unit member representatives shall be appointed by the President of the Association. District representatives shall be appointed by the Superintendent (Article XVI).
2. The Benefits Committee shall meet on a regular basis. The Committee will:
  - a. Review and recommend employee plan options.
  - b. Will make optimal use of available resources (e.g. cash incentives, pooling, multiple options, composite and/or tiered rates, establish reserves to offset future costs).
  - c. Annually recommend any change(s) in plan options and use of resources. This shall be in writing to the Association and to the District and provided in a timely manner allowing for review and comment.

E. Workload Committee

1. A Workload Committee shall be established for the purpose of making recommendations to address identified workload issues requiring systemic solutions. Prior to presentation to the committee, bargaining unit members will provide the supervisor reasonable notification of the workload issue and opportunity to resolve the concern. The Superintendent's Office will also be notified.
2. The Committee shall be composed of at least two (2) Association members, including both licensed and classified bargaining unit members, and two (2) District administrators, including the Director of Special Education.
3. The Committee will meet at least quarterly at mutually agreed upon times. Meetings may be cancelled by mutual agreement.

F. Professional Development Committee

1. A Professional Development Committee shall be established for the purpose of assisting management in identifying and planning for:
  - a. Employee professional development needs
  - b. New employee mentoring programs and supports
2. The Committee will meet quarterly at mutually agreed upon times. Meetings may be cancelled by mutual agreement.

## Article VII — Grievance Procedure

Bargaining unit members have the right to file a grievance and to representation at all levels of the grievance process.

- A. A grievance is defined as a dispute over an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
- B. A grievance shall be considered as timely if presented within thirty (30) calendar days of occurrence, or of the first date upon which the employee knew, or upon the exercise of reasonable diligence could have known, of such occurrence.
- C. It is the intent of the parties that differences be resolved at the lowest possible level. The employee shall continue to carry out the regularly assigned duties and shall have all the rights provided under this Agreement.
- D. Any grievance shall proceed through the following steps:
  - 1. **Step 1.** An attempt shall be made to resolve the grievance by informal discussion between the employee and the supervisor. At this step, an employee may be represented by himself/herself or, at his/her option, may be accompanied by or be represented by an Association representative. The supervisor has fourteen (14) calendar days in which to respond.
  - 2. **Step 2.** At the end of the fourteen (14) calendar days, if the supervisor has not responded, or if a decision has not been reached which is satisfactory to all parties, the employee has fourteen (14) additional calendar days to submit his or her grievance, in writing, to the service area director or designee. The written grievance shall include all the known facts, the provisions of the Agreement alleged to have been violated, and the remedy sought. The service area executive director or designee will reply, in writing, to the employee, with a copy to the Association or representative, within fourteen (14) calendar days after receipt of the written grievance.
  - 3. **Step 3.** If no decision satisfactory to the parties is reached at Step 2, the employee may submit the written grievance to the Superintendent within fourteen (14) calendar days. The grievance shall include a copy of the decision being appealed and the reasons for regarding the decision as unsatisfactory. The Superintendent shall, within fourteen (14) calendar days of receipt of the grievance, afford an opportunity for all parties related to the grievance to present their views. Within twenty (20) calendar days following presentation of the grievance, the Superintendent shall render his/her decision in writing. If the Superintendent grants the remedies sought by the Association, the matter shall be closed.
  - 4. **Step 4.** If no resolution is reached at Step 3 the employee may submit the written grievance to the Lane ESD Board. The grievance shall include a copy of the decision being appealed and the reasons for regarding the decision as unsatisfactory. The Lane ESD Board shall within fourteen (14) calendar days of receipt of the grievance afford an opportunity for all parties related to the grievance to present their views. Within twenty (20) calendar days following the scheduled presentation of the grievance, the Lane ESD Board shall render a decision in writing. If the Board grants the remedies sought by the Association, the matter shall be closed.

- a. If no agreement is reached through and after completing Step 4, then the Association, within fourteen (14) calendar days of receipt of the decision at Step 4, at its option, may elect by notice in writing to the Superintendent to refer the matter to arbitration.
- b. Any matter not resolved after completing Step 4 that has a state, federal, or other administrative or judicial appeal jurisdiction must be pursued by using those avenues; such matters will not be referred to arbitration

**5. Arbitration.**

- a. The parties shall have fourteen (14) calendar days to mutually agree upon an arbitrator after the referral to arbitration. If no agreement is reached, then the parties shall request the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators. The representatives from the Board and Association shall determine by lot the order of elimination and thereafter shall alternately strike one name from the list until only one name remains. The seventh and remaining name shall become the arbitrator.
- b. If any question arises as to whether a particular dispute involves the misinterpretation or violation or misapplication of any of the provisions of this Agreement, such questions will first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator shall first hear the arbitrability question, then the merits of the case at the same hearing. If he/she decides that the issue is not arbitrable, then no ruling on the merits shall be issued. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the “AAA Rules”).
- c. The arbitrator so selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision that is violative of the terms of this Agreement. The arbitrator shall have no authority to alter, modify, vacate or amend any term of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.
- d. Pending the processing of the grievance and the decision of the arbitrator, there shall be no strike, work stoppage, slowdown, or other interference with work by the Association or by any of its employee members that will interfere with the work of the District, nor shall there be a lockout of employees by the Board or its agents during the term of this Agreement.
- e. The provisions of this section shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks merit.

- E. In instances where an alleged contract violation affects a clearly defined class of bargaining unit members in a single department, the Association will submit the grievance in writing to the appropriate Service Area director commencing at Step 2. If, in the mutual judgment of the Association and the District, a grievance affects the Association or a clearly defined group or a class of bargaining unit members in more than one Service Area, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall commence at Step 3.
- F. There shall be no reprisals by either of the parties against employees, supervisors, or Board members by reason of any participation in the grievance procedure.
- G. For purposes of processing a grievance break periods of 5 working days or more will be excluded from time lines for those employees who do not work during those breaks.

In the event a grievance is filed at such time as it cannot be processed through all the steps of this grievance procedure by the end of the employee's school year, the time limits set forth herein may, with the consent of the District, be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

- H. All documents, communications, and records of a grievance will be filed separately from the personnel files. Any challenged document or record would remain in the grievant's file pending the outcome of the grievance, and continue in the personnel file, if the grievance is decided in favor of the District. All charges resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.
- I. Employee discipline and the charges which resulted in the discipline shall be considered stale after 60 months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.

## Article VIII — Discipline, Suspension, Dismissal

- A. Regular employees shall not be disciplined, suspended, reduced in rank or compensation, or dismissed without just cause. All information forming the basis of any such actions shall be made available to the affected employee upon his/her request.

The above paragraph shall not apply to the non-renewal of probationary licensed employees, which shall be governed exclusively by ORS Chapter 342 and not covered in any respect by the provisions of Article VIII of this Agreement.

Just cause will include:

1. Provision of notice of expectations to employees and of the possible or probable consequences of the employee's conduct. Notice includes but is not limited to information provided in training, policy, and handbooks, or guidelines.
  2. District rules or orders reasonably related to the orderly, efficient, and safe operation of the District, and, consistent with what the District, as employer, might properly expect.
  3. District effort to discover whether the employee did, in fact, violate or disobey a rule, or order, of management, prior to administering discipline.
  4. A fair and objective investigation conducted by the District.
  5. Substantial evidence of the employee misconduct.
  6. Even handed application of rules, orders, and penalties applied without discrimination. If the district intends to change the enforcement of behavior, it will provide notice to the Association of such intent.
  7. Discipline that is reasonably related to the seriousness of the employee's proven offense and the record of the employee.
- B. The just cause provisions of this Article shall apply to all discipline, suspensions, terminations, dismissals or any other adverse personnel actions against any bargaining unit members except as specifically noted in paragraph A and D. However, since licensed teachers are covered by the provisions of ORS 342.865 (FDAB), any licensed teacher who has been dismissed and who alleges that such action was without just cause may use the grievance procedure of Article VII of this Agreement up through Step 4 (ESD Board).
- C. Employees shall have the right to have a representative of their choice present at any investigatory interview with their supervisor or the Board, which they reasonably believe might result in disciplinary action. If the employee requests representation, he/she shall be given reasonable time to secure such representation.
- D. The District retains the right to discipline or dismiss classified and professional employees on probationary status for reasons deemed sufficient by the District. The District's decision is not a grievable matter.

- E. Classified or professional employees who have been dismissed shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) days of the dismissal.
- F. The District retains the right to suspend a licensed employee pursuant to ORS 342.805 to 342. 937.
- G. Whenever the Superintendent is of the opinion that immediate placement of an employee on administrative leave is in the best interest of the District, the Superintendent may place an employee on administrative leave for a period of not more than five (5) working days with pay. If additional administrative leave is necessary the Association will be notified and the District and Association may mutually agree to extend the timeline.

Prior to the end of administrative leave, the Superintendent will notify in writing the employee and the Association of the outcome of the investigation. Failure to notify the employee in a timely manner shall provide for automatic reinstatement of the employee.

- H. If discipline is warranted, it will be of a progressive nature, and dependent on the severity of the violation and the employee's discipline record. Discipline either oral or written will be clearly labeled as such. Discipline may include, but is not limited to, reprimands, suspensions, and termination.

Memos/letters of directive shall not be considered discipline.

Employees may attach a written statement relating to any discipline document placed in his/her personnel file.

- I. Written reasons for suspension or termination shall be furnished to the employee. With the employees consent, the District will provide a copy of this information to the Association.
- J. The results of performance observation shall be covered by Article IX of this Agreement.
- K. All findings resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.
- L. Employee discipline and the findings which resulted in the discipline shall be considered stale after 60 months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.



## Article IX — Employee Evaluation

The objective of the employee evaluation programs (classified, professional, and licensed) is to facilitate decision making regarding an employee's performance and professional development. To this end, the programs serve the purpose of:

- Fostering increasing competence and growth of the employee;
- Measuring and judging performance;
- Clarifying both the job to be done and the expectations of accomplishment;
- Enhancing communication.

- A. Evaluations of classified staff shall be conducted according to the terms of the document entitled “Lane Education Service District Classified Employee Evaluation Program.”

Evaluations of professional staff shall be conducted according to the terms of the document entitled “Lane Education Service District Professional Staff Evaluation Program.”

Evaluations of licensed staff shall be conducted according to the terms of the document entitled “Lane Education Service District Licensed Staff Evaluation Program.”

Neither evaluation process may be changed during the term of this contract without the written agreement of the parties.

- B. The evaluator for teacher evaluations shall hold a teaching license. The evaluation shall be signed by the teacher and the District supervisor who supervises the teacher. A copy of the evaluation shall be provided to the teacher.
- C. Employees may attach a written statement relating to any evaluation placed in his/her personnel file.
- D. If the employee believes that any statements contained in the evaluation are unsubstantiated, he/she may grieve the matter through the Board’s adopted grievance policy.
- E. The results of performance observation shall be in writing with a copy to the employee. Where significant deficiencies are noted in the formal evaluation process, an employee may be placed on a plan of assistance/program of assistance. Prior to being placed on a plan of assistance/program of assistance for improvement the employee will be provided direction and informal assistance in the area(s) of needed improvement. A plan of assistance/program of assistance for improvement shall be in writing and shall include the following:
1. The current performance which is unacceptable or needing improvement;
  2. The required level of performance;
  3. The specific plan for achieving the required level of performance;
  4. The resources required to achieve the desired performance
  5. A timeline for completing the plan/program of assistance;
  6. What will occur if the required level of performance is not achieved.

No plan of assistance/program of assistance for improvement can be implemented without giving due notice of at least twenty-four (24) hours to the employee, prior to the implementation of the plan.

A contract teacher will not be placed on a program of assistance for improvement for any alleged deficiency stated in ORS 342.865 (see below) without the completion of a meeting to review the concern and the data collected related to the alleged deficiency.

- Inefficiency
- Neglect of duty
- Inadequate performance
- Failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth.

At the time of the meeting to review the concern, written notice of the alleged deficiency will be provided. If observational data is used, this will include a pre-observation and post observation meeting.

F. The District will offer peer assistance whenever practicable and reasonable to aid the employee to better meet the needs of students.

1. The teacher who will receive the peer assistance and the Association will have input on the selection of the person(s) or agency that will provide the assistance.
2. Participation in peer assistance is voluntary. Both the teacher offered assistance and the person asked to provide assistance may refuse to participate with no adverse consequences or penalty.
3. Participation in peer assistance will not unreasonably increase the workload of participating teachers. The District will provide release time to be used for purposes related to peer assistance if such release time is deemed necessary by the District.
4. No witness or document relating to or arising from peer assistance will be used for any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher non-renewal hearing. Use of such material or witnesses or documents must be approved by mutual consent for the hearings identified above.

G. Employee discipline and the charges which resulted in the discipline shall be considered stale after sixty (60) months, so long as no other discipline for the same type of conduct occurs. A stale document may not be used for any purpose to support progressive discipline, non-extension, or dismissal.

The Board agrees not to change language in currently adopted Board Policy and Administrative Rules on Staff Evaluation without consulting with the Association (Board Policy GCN/GDN).

## **Article X — Work Schedule and Overtime**

- A. Employees' daily work schedules are assigned within each service area to meet the needs of operational efficiency. When it is found necessary to change the work schedule of any employee, the District agrees that it will give as much prior notice as possible; except in cases of emergency, employees should normally expect notice of at least one week.
- B. Classified employees working at the request of their supervisor in excess of forty (40) hours within any work week shall be compensated at the rate of time and one-half for all such time. The supervisor will determine whether the compensation shall be by way of additional salary or compensatory time. All compensatory time shall be used within three (3) months following the date it was earned. If this cannot be accommodated, the employee will be paid for the accrued time.
- C. Prep time for classroom teachers shall be scheduled in blocks of time no less than thirty (30) minutes within the 8-hour workday. Such prep time for classroom teachers shall be in addition to the minimum thirty (30) minute duty-free lunch time.

## **Article XI — Subcontracting**

- A. Subcontracting may be used by the District for projects or tasks that cannot be done by bargaining unit members or in a timely manner within their regular work hours. Projects or tasks requiring subcontractors beyond the ninety (90) calendar days limit are subject to sections B, C, and E of this article.
- B. Requests for use of subcontractors beyond the limits noted in section A will be submitted to a committee for review and approval. The Subcontract Review Committee will consist of four members. Membership shall be assigned as follows:
  - 1. Association President or designee (not from the affected service area)
  - 2. Superintendent or designee (not from the affected service area)
  - 3. Association selected member from the affected service area
  - 4. Administrator from the affected service area
- C. The supervisor/director requesting the use of a subcontractor as defined in this article shall submit a written request forwarded to the Association President and the Superintendent. The request shall address the following:
  - 1. Why the use of a subcontractor is required.
  - 2. Why the regular staff would be unable to complete the task
  - 3. Description of the magnitude of the project/task to be subcontracted
  - 4. Plan noting that regular staff will not be negatively affected
  - 5. Plan for knowledge transfer from the subcontractor to the regular staff
- D. The committee will reach an agreement employing a conflict resolution process if necessary. The decision of the committee will be communicated to all staff through a jointly developed communication.
- E. If an approved subcontracting arrangement extends beyond one hundred-eighty (180) working days, the Subcontract Review Committee will reconvene to review the progress of the subcontracting process.
- F. If a subcontracting arrangement is approved for an extended duration, the subcontracting committee will meet at minimum once a year to determine whether or not the subcontracting arrangement will continue or approve the subcontracting as a permanent arrangement.

## Article XII — Working Conditions

- A. The District recognizes the unique needs of the Life Skills Education Program classrooms and will bear in mind the classroom composition when assigning students. The teacher will be involved in the decision process when student(s) are to be added to a classroom, while the District reserves the right for actual placement in a particular classroom.
- B. When a new student is placed in an ESD operated classroom, staff shall be provided information, if available, about known behavior pattern(s) or medical needs of students and any identified protocols and strategies for addressing those needs. For such students the district will, upon teacher request or supervisor need identification, ensure that students are assessed in a timely manner to determine appropriate behavioral interventions or medical protocols.
- C. The District agrees to reimburse employees whose personal property, including clothing and glasses, is damaged while responding to students in the course of their work.
  - 1. The employee must document the damage by using an Incident Report Form and attach an estimate of cost to repair or replace the loss. The report and estimate are to be given to the employee's service area director.
  - 2. Repair and/or replacement costs shall be based on the most current and available rates and/or costs.
  - 3. Employee agrees to submit a claim to his or her own insurance carrier prior to the submission to the District. The District shall reimburse the employee up to \$250.00 for an amount not covered by the employee's own insurance.
  - 4. Requests for reimbursement, including receipts must be submitted within 30 days of the incident when the damages occurred.
  - 5. Payment will be made to the employee or to the vendor who repaired or replaced the damaged item(s) in the next accounts payable check cycle.
  - 6. In circumstances where the ESD is paying the vendor directly and the bill is in excess of \$250, the ESD and the employee will mutually agree on the simplest method of payment to the vendor.

### **Article XIII – Job Sharing**

- A. Job share assignments must be approved annually.
- B. A full-time teacher who elects to participate in a job share assignment shall retain seniority for a full-time assignment for a period of 3 years.
- C. Insurance benefits shall be prorated based on percent of 1.0 FTE.
- D. Job share participants will attend all required meetings, conferences, or trainings as if they were full-time.

## Article XIV — Vacations, Holidays and Leaves

### A. Vacations

1. Twelve-month (260-day) employees shall earn paid vacation on the basis of their length of service with the ESD. All vacations shall be calculated on a July 1 through June 30 fiscal year basis. Vacation accrual commences with the first full month of employment. No proration will be granted for part-month employment.

To be eligible for vacation, an employee must have completed one full year of employment. A new employee will be eligible to take earned vacation after completing his/her nine-month probationary period. Any vacation utilized by an employee covered by this option is charged against the annual vacation entitlement.

Every employee who begins employment after July 1 will have his/her vacation pro-rated for the first year. The pro-ration shall be calculated at the rate of 5/6 of a day per month. This accrual will be posted at the close of the fiscal year in which it is earned. Thereafter, vacation days will be posted at the close of each fiscal year, based on the following schedule:

1 – 4 years employment	10 days
5 – 9 years employment	15 days
10 – 14 years employment	20 days
15 years or more employment	22 days

2. While each eligible employee shall be allowed his/her full allotted vacation leave each year, when the leave is taken shall remain at the discretion of his/her immediate supervisor so that efficient operation of the District is not affected. However, no employee shall be required to take a portion of his/her accrued vacation in such a way as to prevent him/her from having seven (7) consecutive days off.
3. Vacation leave for eligible employees who work less than full time shall be granted on a prorated basis.
4. Employees who terminate their employment after one (1) year of employment prior to having taken vacation leave shall be allowed compensation on a prorated basis as follows:
  - Employees who would have been entitled to two weeks - 1 day for each 25 working days.
  - Employees who would have been entitled to three weeks - 1 day for each 17 working days.
  - Employees who would have been entitled to four weeks - 1 day for each 13 working days.
5. The District's administrative rules on twelve-month (260 day) staff vacation shall remain unchanged during the term of this Agreement.
6. Legal holidays and normal days off occurring during an employee's vacation will not count as vacation time.

**B. Holidays**

The specific holidays are based on the calendar developed for the employee’s assignment. Holidays are granted based on the length of employee work calendar, excluding extended contract, as follows:

209 days or less	6 holidays
210-229 days	8 holidays
230-260 days	10 holidays

Paid holidays are:

- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Armistice Day (Veterans’ Day)
- Thanksgiving and the following Friday (two days)
- Christmas (two days) – either the day before or the day after
- New Year’s Day

If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on a Saturday, the preceding Friday shall be observed.

Regular employees who work less than full time are allocated paid holidays on a prorated basis. The number of paid holidays for employees hired after the start of the specific calendar associated with their work assignment will be reduced during the 1<sup>st</sup> year of employment based on date of hire.

**C. Sick Leave**

All full-time twelve-month employees of the District shall be entitled to twelve (12) days (96 hours) of sick leave with pay per year. All other full-time employees shall be entitled to ten (10) days (80 hours) of sick leave with pay per year. This shall be granted on July 1 of each year. Employees who at time of termination have taken more sick leave than has been accrued shall reimburse the District for the value of the difference beyond the amount accrued.

1. Sick leave shall accrue at the rate of one (1) day (8 hours) for each full month (172 hours) of completed service, without limit to a maximum accumulation.
2. Regular employees who work less than full time shall earn sick leave on a prorated basis.
3. Staff members shall be able to transfer District sick leave as prescribed by ORS 332.507 and shall be allowed to use accumulated and unused sick leave in accordance with the provisions of ORS 238.350.
4. Sick leave shall cover absences owing to an employee’s own illness or injury except as otherwise provided by law or the provisions of this Agreement.

**D. Bereavement Leave**

Employees will be granted up to five (5) paid bereavement leave days per occurrence per year for death in the immediate family. This leave shall not be charged to sick leave or vacation time. This leave shall not accumulate. Regular employees who work less than full time are allocated bereavement leave on a prorated basis.. The term “immediate” family as defined in this article shall



include: spouse, domestic partner, son, daughter, mother, father, sister, brother, grandchild, grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, stepfather, stepmother, stepchild, adopted child, foster child, or anyone who is a member of the immediate household. For purposes of this Article, aunt and uncle shall include only such aunt or uncle that were in a position similar to that of a parent of the employee. This leave shall be allowed for only one aunt and one uncle for each employee.

**E. Family Illness Leave**

Employees will be granted two (2) paid leave days per year for illness in the immediate family. **See paragraph D for immediate family definition.** Employees hired after January 31 will receive only one (1) day of family illness leave, during the first year of employment. Regular employees who work less than full time are granted personal leave on a prorated basis. This leave shall not be charged to sick leave or vacation leave. This leave shall not accumulate. In certain instances sick leave and vacation may be used concurrently with FMLA and OFLA as described in policy GCBDA/GDBDA and GCBDA/GDBDA-AR.

**F. Personal Business Leave**

The District will grant two (2) days of paid leave per year for employees to take care of personal business, including family illness, which cannot be cared for outside of the workday. Employees hired after January 31 will receive only one (1) day of personal business leave, during the first year of employment. Personal business leave is not cumulative. Regular employees who work less than full time shall be allocated personal business leave on a prorated basis.

Personal business leave must be scheduled with the employee's service area director at least twenty-four (24) hours in advance unless the circumstances giving rise to the need for leave prevents such advance notice. In such instances, the employee shall give verbal notice as early as possible and shall provide a written explanation of the circumstances within twenty-four (24) hours of returning to work. Personal business leave may not be used for recreational, avocational or social purposes, nor to extend a holiday or vacation unless there is a transportation emergency.

However, this language shall not be construed to prevent personal business leave on days before or after a holiday or vacation per se, but unusual circumstances shall be considered in the same way they would on a normal working day. The employee's written request or explanation shall include a statement indicating that the leave will not be used (has not been used) for any purposes proscribed above.

The District reserves the right to deny use of any leave in less than one-half (1/2) day portions if the requested absence has an effect upon the District's operation. No leave shall be approved for less than 1/2 hour segments.

**G. Family Medical Leave Act/Oregon Family Leave Act**

The District shall grant family and medical leave in accordance with Oregon Family Leave (OFLA) and the Family Medical Leave Act (FMLA). The employee shall be entitled to use any accrued and applicable compensatory leave during the leave of absence. The District, at its sole discretion, may grant additional days of leave thereafter. The granting of unpaid leaves does not set precedence for future decisions.

Medical leave shall be granted to same sex domestic partners in the same manner as defined in the 2008 Oregon Family Leave Act, unless specifically prohibited by law.

H. **Military Leave**

Military leave shall be allowed as prescribed by ORS 408.240, 408.270, 408.290.

I. **Leave of Absence for Court or Jury Duty**

An employee shall not suffer loss of compensation when called to serve on a jury, nor shall time off be charged to vacation or sick leave. The employee's regular salary shall be paid by the District during the period absent for court or jury duty. The employee shall assign to the District any per diem salary received from the court for performing jury duty.

Court duty is defined as appearance before a court proceeding (civil or criminal) as witness and in response to a subpoena. Such leave shall not be available if the employee is a party in interest (e.g., a defendant or complainant) or appearing on behalf of, or in connection with, an action sponsored by the Association. (See policy GCBDE-AR)

J. **On-the-Job Injury**

An employee injured on the job who sees a doctor and receives written instructions from the doctor to stay off work, or is hospitalized, will not be charged for any sick leave time or receive a loss in pay for any time during the first three days of the injury, if not covered by worker's compensation insurance.

## Article XV — Sick Leave Bank

A. The District will establish a sick leave bank. The purpose of the sick leave bank shall be to extend additional sick leave to bargaining unit members when a life-threatening or debilitating illness or injury exhausts the member's sick leave account.

B. Each member borrowing from the sick leave bank is required to repay the sick leave bank at a rate of one-half of their yearly sick leave allotment, but they may choose to contribute more, up to the total owed, until the sick leave bank is repaid in full the number of sick hours borrowed.

If the member owing the sick leave bank terminates employment, the sick leave bank absorbs the loss of hours owed.

C. Sick leave bank membership shall be open to all members of the association who donate sick leave to the sick leave bank in accordance with the conditions of this article. Upon request, the District shall furnish the committee with a record of leave accumulated by the sick leave bank including the pattern of usage over the last year. Donated sick leave hours are irrevocable and remain in the bank upon the end of employment with the District.

D. The Administrative Committee shall conduct a thirty (30) day open enrollment period from the last week in August to the last week in September annually when employees who have not joined the sick leave bank may become members. Additionally, a new employee may join the sick leave bank within thirty (30) days of his/her first day of hire. To enroll in the sick leave bank, each employee shall contribute eight (8) hours of sick leave, or for employees working less than full-time, an amount equivalent to their prorated FTE, to the sick leave bank during open enrollment.

During open enrollment or at retirement sick leave bank members may donate additional sick leave hours to the bank. The maximum accumulated donation to the bank by any individual sick leave bank member during their employment is not to exceed a total of one (1) day per year of District employment.

E. Once an employee enrolls in the sick leave bank, they remain a member, and do not need to contribute more sick leave to the sick leave bank until the committee determines that the sick leave bank's reserve of sick leave is no longer sufficient to meet anticipated demand. At that time the committee shall set a deadline for each employee to contribute additional time to the sick leave bank. Failure to contribute time to the sick leave bank shall act as withdrawal from sick leave bank membership.

If an employee is currently out of sick leave or not in a position to make a donation at the time additional contributions are requested and the employee desires to remain a member of the sick leave bank, the employee may borrow against his/her next year's sick leave allotment.

F. Sick leave bank members may borrow up to three hundred twenty (320) sick leave hours (40 days), or for employees working less than full-time, the amount equivalent to their prorated FTE in accordance with the following criteria:

1. The illness or injury must be life-threatening or debilitating and does not include normal pregnancy.

2. District records must show that the member has exhausted his/her sick leave account.
  3. Sick leave bank benefits shall be coordinated with Worker's Compensation benefits, PERS disability benefits and District long-term disability. Use of "sick bank" hours shall cease on the first day that the District's Long Term Disability insurance becomes effective.
  4. The member's life-threatening or debilitating illness or injury has prevented him/her from performing his/her job requirements for more than ten (10) days, and a doctor has certified in writing that the illness or injury is life-threatening or debilitating or that surgery cannot be postponed or delayed until vacation time. When the member qualifies for benefits, the sick leave bank will cover the first ten (10) days as well as all subsequent days approved by the Administrative Committee.
  5. There are sufficient hours in the sick leave bank to cover the request.
  6. A second doctor's opinion may be requested at District's expense.
- G. If the Administrative Committee denies a member's request for benefits, the committee shall state its reason(s) for denial.
- H. Membership in the sick leave bank shall be terminated by written request of the member, lack of required donation time, or by termination of employment. If an employee is laid off and recalled, the employee will not be required to rejoin the bank. If during the lay off period sick leave bank members were requested to donate more sick leave time, then the employee would be asked to donate a proportionate amount of sick leave. Failure to contribute at this time would serve as withdrawal from the sick leave bank as described in paragraph F
- I. The Association will hold the District harmless against any claim or suit brought against the District on account of this provision including the full reimbursement for the cost of any back wages, sick leave reimbursement, or other actions which the District might be required to take in order to comply with a court order, settlement, or other resolution of any claim or suit, provided the District notifies the Association in a timely manner of any claim or suit that has been filed against it.

## Article XVI — Insurance

- A. Employees working 5 hours or more per day or 25 hours or more per week shall be eligible to enroll in full family medical insurance, dental insurance, and term-life. Employees working at least 4 hours per day and less than 5 hours per day, or at least 20 hours per week and less than 25 hours per week, shall be eligible for employee-only insurance contribution; however, they may enroll other qualifying family members by paying any premium costs above the employee-only premium rate.
- B. The tiered insurance cap allocations will be increased by 3.4% each year in 2017-18 and 2018-19.

	<b>Employee Only</b>	<b>Employee + Spouse</b>	<b>Employee + Child(ren)</b>	<b>Full Family</b>
<b>2017-18</b>	\$582.00	\$1,139.00	\$1,067.00	\$1,632.00
<b>2018-19</b>	\$602.00	\$1,178.00	\$1,103.00	\$1,687.00

- C. Employees who work less than four (4) hours per day or 20 hours per week shall not be eligible for any insurance coverage.
- D. For employees who work 4 or more hours per day or 20 hours per week, the District will pay the premium for, and enroll the employee in, the following benefits:
- **Long Term Disability Insurance**
  - **Accidental Death & Dismemberment Insurance** in the amount of \$25,000 per employee.
- E. Employees are responsible for completing the enrollment process within required timelines. Employees may change their insurance options annually during the open enrollment period. Requests for change at any other time must be made through Human Resources.
- F. Licensed employees who complete their contract period shall receive monthly insurance cap contributions towards all insurance benefits of this Agreement through August 31st of the year of such service.

Any such licensed employee who fails to complete the contract period shall receive the monthly insurance cap contribution towards enrollment in insurance benefits available via this Agreement only through the last day of the month in which they terminate their employment.

- G. Any classified or professional employee who is employed on or before October 1st of any year, and who completes their agreed upon work period, shall receive the monthly insurance cap contributions towards enrollment in insurance benefits available via this Agreement through August 31st of the year of such service.

Any classified or professional employee who is hired after October 1st of any year in a position which is less than a 12-month position, and completes his/her agreed-upon work year (as determined by position description), shall receive the monthly insurance cap contributions towards all insurance benefits of this Agreement through June 30 of the year of such service.

If a classified or professional employee who was employed after October 1st completes his or her agreed work year, as defined above, and indicates an intent to return the following school year, monthly insurance cap contributions shall be continued through July and August. However, should

such employee not in fact return, he or she shall be required to reimburse the District for the actual cost of premiums paid on his or her behalf for the months of July and August of that year. Such reimbursement shall be made to the District no later than September 30th of the year of such failure to return.

Any classified or professional employee who is hired after October 1st of any year in a position which is less than a 12-month position and fails to complete his/her agreed-upon work year (as determined by job description) shall be eligible for enrollment in and receive monthly insurance cap contributions towards insurance benefits available via this Agreement only through the last day of the month in which he/she terminates employment.

- H. The District will make available an annual summary of benefits on the District's website. Hardcopies of the summary will be available upon request.

## Article XVII — Salaries and Wages

### A. Salary Schedules

1. Classified employees, other than Instructional Assistants, at the top step or hired after January 31, 2011 shall be paid according to Appendix A-2.
2. Instructional Assistants at the top step or hired after January 31, 2011 shall be paid according to Appendix B-2.
3. Licensed employees at the top step or hired after January 31, 2011 shall be paid according to Appendix C-2.
4. Professional employees shall be paid according to Appendix D-2.
5. Classified and licensed employees, and Instructional Assistants hired on or before January 31, 2011, that will not be at the top step on July 1, 2012, will be placed on the “compressed” salary schedule A-3, B-3, or C-3 as appropriate to their assignment.
  - a. When an employee reaches the top step of the compressed salary schedule, they will be moved to the top step of the regular salary schedule (A-2, B-2, C-2).
6. The work year for licensed employees assigned to component districts will be based on their district assignment. For all other licensed positions the district will maintain a list describing the work calendar associated with individual licensed positions and review this with the Association annually (Appendix C-1).

Licensed personnel shall be paid an annual salary based on the daily rate shown in Appendix C-2 according to their education and applicable experience multiplied by the employee’s assigned work calendar.

7. For purposes of this Agreement, the District has created some positions funded through grants. The District will not supplement the grant funding for these positions.
  - a. The length of contract for professional positions will be based on the needs of the program assignment. The district will maintain a list describing the work calendar associated with individual professional positions and review this with the Association annually (Appendix D-1).

The work year for instructional assistants assigned to component districts will be based on their district assignment, excluding teacher grading days and parent conference days. The district will maintain a list describing the work calendar associated with district assignments and review this with the Association annually (Appendix B-1).

8. Instructional assistants hired at the start of the school year will have 2 additional calendar days during their first year of employment for the purposes of new employee orientation and new Instructional Assistant training.
9. The work year for rural instructional assistants includes 3 days, which at the teachers’ discretion, may be worked when the Life Skills Education Program student is absent.

10. Except for instructional assistants, the work year for classified employees will be based the needs of program the assignment, including funding considerations. The district will maintain a list describing the work calendar associated with individual classified positions and review this with the Association annually.
11. The length of contract for employees hired after the specific calendar associated with their work assignment will be reduced during the first year of employment based on date of hire.

**B. Wages**

1. Effective for the 2017-18 school year, salary schedules will be increased by 2.0%.
2. The salary schedules for July 1 of the 2018-19 school year shall be increased by a percentage based on the average of the Portland-Salem CPI-U, Western Region CPI-U and the US Cities CPI-U. The figures used will be determined by averaging the 12-month percentage change from December to December of the Western Region and the US Cities indices and the annual change for the Portland-Salem index.
3. The 2018-19 school year measuring period shall be December 2016 through December 2017. The annual increase will not be less than 1.25% or greater than 2.5%.

**C. Remote Location Pay**

1. District employees with assignments that require them to travel are entitled to reimbursement for vehicle mileage at the prevailing IRS rate less \$.20 per mile. Under the IRS rules employees may be reimbursed for mileage when traveling between the first work assignment of the day and the last work assignment of the day. An employee's travel from home to the first assignment and from the last work assignment to home is not reimbursable, except as described below.
2. Employees assigned on a recurring weekly basis to remote districts will receive remote location pay. To be eligible to receive remote location pay the employee must:
  - Be assigned to Siuslaw, McKenzie, Oakridge or Mapleton school districts.
  - Report to these assignments two or more times a month on a regular basis.
  - Travel within these districts, but not to other districts on the days assigned to the district assignments listed in 1, unless directed by management.
3. Employees receiving remote location pay may claim mileage within the "remote" district from the first work site and the last work site of the day.
4. Employee receiving remote location pay may not check out fleet vehicles for travel to their remote district assignment, except as described below.
5. Employees assigned to remote locations 3 or more days a week may elect to be assigned a District fleet vehicle in lieu of location pay, with the approval of their director. Travel in a district vehicle from an employee's home to the first work site and from the last work site to the employee's home will be reported as compensation as per IRS requirements.



6. The annual rates for one day per week assignment to remote districts are:

Blachly	\$270.00
Mapleton	\$1,100.00
McKenzie	\$1,200.00
Oakridge	\$1,300.00
Siuslaw	\$2,200.00

The total remote location pay will be computed by multiplying the number of days per week in a remote assignment by the annual rate. For a 2 day per month assignment, 0.5 will be used to multiply the rate.

7. Remote location pay will be determined at the beginning of the year, based on the employee's assignment, and paid on a monthly basis. Employees will not be eligible for remote location pay for a remote district in which they reside. Cost of living increases will not be applied to remote location pay. Employees who elect to be reimbursed for overnight stay in a remote district on a regularly scheduled basis will have their remote location pay calculation reduced by one day for each overnight stay per week.
8. Travel time to and from an employee's home to the first work site and from the last work site to the employee's home is not considered part of an employee's workday.
9. Reassignment of employees from a district where location pay is provided to one where location pay is not provided will not be considered discipline .

D. Employees hired as instructional assistants will be placed on the salary schedule in Appendix C commensurate with their previous experience within the District and paid at the hourly wage thus indicated.

E. Classified or professional employees hired between July 1st and January 31st of any given fiscal year will be granted one year's experience credit for salary advancement at the end of that fiscal year.

F. When a classified or professional employee demonstrates to his/her supervisor/director that his/her duties and/or responsibilities are substantially changed, he/she may request (in writing) a review and reclassification as per District Policy (GAB) and accompanying Administrative Rules (GAB-AR(1),(2)).

**G. Career Recognition**

Bargaining unit members who have been at the top of their salary schedule for two years or more, and have been employees for:

- Thirteen (13) years will receive a \$90 per month TSA
- Fifteen (15) years will receive a \$100 per month TSA
- Seventeen (17) years will receive a \$110 per month TSA

In order to initiate this benefit, the eligible employee must submit to human resources the required form with the name of the company they have designated. No monies will be due nor contributed until the employee has completed the above requirements.

**H. Public Employees Retirement System (PERS)**

Employee Contribution to PERS shall be paid by the District, in accordance with Oregon Revised Statutes, for the duration of this Agreement.

**I. Tuition Reimbursement**

The District will provide a maximum of \$4,000 per year to be used by bargaining unit members for tuition reimbursement. Tuition reimbursement may be used to earn credits to renew a license (or certificate) that the employee is required to maintain for their current position or to complete course work encouraged by management not normally paid for by the District. The District will not be charged more than the rate in effect at the University of Oregon at the time the employee commences his/her course work. A Tuition Reimbursement Committee, comprised of bargaining unit members, will be appointed to determine criteria and process for reimbursement.

## **Article XVIII — Vacancies & Transfers**

### **Vacancies**

Whenever the District determines a vacancy occurs, the following procedures will be implemented:

- A. A Notice of Vacancy shall be advertised inside and outside the District for ten (10) working days. The Notice of Vacancy shall be posted in two (2) conspicuous District locations.
- B. Employees who wish to be considered for any posted vacancy have the responsibility of giving written notification to their service area director and the director in the service area in which the vacancy exists within the ten (10) day posting/advertising period.  
  
Rural instructional assistants who wish to be considered for instructional assistant vacancies in urban classrooms will be provided interviews for such vacancies based on submission of a letter of interest.
- C. All qualified internal applicants will be included on the list of applicants to be interviewed.
- D. When candidates are deemed to be equally qualified, the internal applicant will be given preference.
- E. When an employee is hired to a position in a higher job classification, the employee will be placed at the step on the new range representing the next higher salary, with an increase of at least one step increment.
- F. In the event the district determines no applicants meet the qualifications for the position, the vacancy will be re-advertised.
- G. The Notice of Vacancy shall include, but not be limited to, performance responsibilities from the current job description, starting salary, and job location, if known at the time of posting.

### **Transfers**

Except as provided in paragraphs A-F above:

A transfer is when an employee moves to another work location or assignment with the same position description.

- A. If a director wishes to initiate a transfer prior to posting a vacancy, the affected employee and director will review the employee's qualifications and interest in the position. Upon agreement of the parties, the request shall be submitted to the Superintendent for his consideration and approval. It is expressly understood that lateral transfers may be accomplished without the interview process set forth in the Vacancy section C.
  - 1. If a supervisor or employee wishes to initiate a transfer within a service area, the affected employee and director will review the employee's qualifications and interest in the position. Upon agreement of the parties, the request shall be submitted to the Superintendent for his consideration and approval.
  - 2. If an involuntary transfer of classroom staff occurs after September 15th of the current school year and results in an increase of over thirty (30) miles one way commute distance for the member, the District shall pay the member mileage for the distance traveled in excess of the employee's original commute for the remainder of the school year.  
  
Involuntary transfer is defined as a management initiated transfer where the employee objects to the assignment. Employees placed in new assignments having returned from approved leaves will not be considered involuntary transfers.
- B. This policy is not intended to limit the rights of the District to initiate transfer or to reassign the work force as deemed necessary for the overall operation of the District.

## Article XIX — Complaints

A complaint is an expression of dissatisfaction or concern made about an employee.

- E. Any complaint regarding a bargaining unit member made to any supervisor by any parent or other person which does or may influence evaluation of the bargaining unit member, shall be made in writing to the immediate supervisor. Written complaints will be date stamped upon receipt at the District. Within five (5) working days of receipt of the complaint, the concern will be discussed in a meeting between the employee and the immediate supervisor. When possible, the initial meeting, at the request of the employee, will take place at the work site of the bargaining unit member the complaint is against.
- A. Oral complaints will not be considered unless the complaint is regarding alleged activities that violate the law or District policy.
- B. The employee shall be provided all available information including the name of the person(s) making the complaint, nature of the complaint, and requested remedy, if applicable, at least one working day prior to the meeting. An immediate meeting may be called if the complaint is regarding alleged activities that violate the law or District policy.
- C. At this meeting an attempt will be made to resolve the issue to the satisfaction of the parties involved. The employee shall have the right to have a representative present of his/her choosing during all meetings if the employee reasonably fears disciplinary action will result from the investigation of the complaint. The bargaining unit member has the prerogative of initiating the contract grievance procedure through the Board level within fourteen (14) calendar days if a satisfactory solution has not been realized.
- D. Employees may attach a written statement relating to any documents arising out of the complaint which are placed in his/her personnel file.

This procedure is not subject to arbitration.

## **Article XX — Voluntary Early Retirement**

The District proposes an early retirement incentive program to employees who have reached 55 years of age after having completed eighteen (18) consecutive years of employment in the District.

Eligible employees may retire June 30, December 31, or with approval of the service area director, dependent on the job requirements. Written notice must be given sixty (60) days in advance.

As an early retirement incentive for an employee, age 55 to age 65, opting for retirement, the District agrees to provide up to \$150.00 per month for four (4) years to a maximum of \$7,200 to each early retiree towards medical, dental and vision insurance premiums.

It is understood the coverage is subject to the rules of the insurance carrier. If the costs exceed \$150 per month and the employee elects to maintain that level coverage, the retired employee shall pay the difference.

In no case will the District provide this benefit beyond age 65.

If the spouse/domestic partner of the employee is, at the time of an employee's death, not eligible for Medicare, the District shall provide single-party medical insurance contribution up to the duration of the time the deceased employee was eligible for benefits.

No benefits provided under this Article shall be available for any employee whose employment begins after October 31, 1999.

## Article XXI — Inclement Weather Guidelines

During inclement weather periods the work of the District will continue in as normal a manner as possible, but employees will not be required to travel under weather conditions that will cause a high level of danger to their person and property. The Superintendent will monitor the District service area regarding hazards involved with travel and may implement a late start or declare a general closure of the District if it is determined, hazardous conditions warrant such closure. The district may schedule make up days for dates missed due to general closure.

In the event of late start or general closure, employees assigned to the District main campus, except those required for emergency duties (see section E below), will be expected to remain at home. Employees will be notified by phone or general announcement as soon as practicable after this decision is made.

- A. During periods of inclement weather when a general closure is not in effect, some employees may judge travel conditions by any regular method between home and work to be unduly hazardous. If such employees choose not to report to work or to return to their home prior to the end of the normal work day, they are to so notify their immediate supervisor as soon as possible. Wages will not be paid for hours lost during such an absence, but supervisors will accommodate request for making up such time whenever it is appropriate and practical. Employees may also use personal leave, accrued vacation time, or comp time for the period of work missed.
- B. District employees assigned to component district school or administrative building rather than the District main campus will follow the inclement weather policies and practices of the component district to which they are assigned, including requirements for make-up days.
- C. Staff members assigned to the Westmoreland campus and Serbu Juvenile Justice Center will follow the Eugene School District #4J school closure procedures during inclement weather conditions, including the make-up conditions.
- D. During periods when a late start or general closure is not in effect and when one or more local districts are closed, affected District Special Education itinerant staff will report to the District Building and/or reschedule to another district.
- E. Some employees are required to work during a late start or general closure. Those employees will be granted compensatory time at the rate of one (1) hour for each hour of work required during a general closure.

A list of employees required to work during a late start or general closure will be maintained by Human Resources. The names of those employees will be supplied annually to the Association and at other times that the list is changed. (Only those employees on the emergency list will be granted compensatory time for working during a late start or general closure.)

- F. In the event the building or component district policy conflicts for licensed and classified employees and the district has both licensed and classified personnel assigned, all district assigned employees will follow the policy in effect for licensed staff.

**Article XXII — Duration of Agreement**

- A. This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.
- C. The parties agree that negotiations for a successor agreement should begin no later than February 2019, with the exception of negotiations in March 2017 for wages and insurance benefits.
- D. This Agreement, having been duly ratified by the parties, is hereby executed by the Association and the Board as witnessed by the signatures below.

**IN WITNESS** whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Chairperson.

**LANE COUNTY EDUCATION ASSOCIATION**

**LANE EDUCATION SERVICE DISTRICT**

By: \_\_\_\_\_  
LCEA Co-President

By: \_\_\_\_\_  
Lane ESD Chairperson

By: \_\_\_\_\_  
LCEA Co-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A-1  
Classified Position List  
2018-19**

<b>Range</b>	<b>Work Calendar</b>	<b>Position</b>
<b>A</b>		No current positions at this range
<b>B</b>		Program Assistant - Accounting
<b>C</b>	260 210 185	Evening Custodian Recruiter - Migrant Education Program Recruiter Migrant Education Program – Douglas County
<b>D</b>	166 260 215 260 260 220 210 210 210 260	Courier Driver Custodian Employment Support Facilitator Maintenance Technician Program Assistant -Substitutes Program Assistant - School Improvement Program Assistant - School Improvement, Career/Technical Education Program Assistant - School Improvement/Workshop Registration Program Assistant - Special Education, Life Skills Program Assistant - IEP Workshops Registration Student Success Navigator - African American/Black Student Support Project Assistant - Connected Lane County/Lane STEM
<b>E</b>	210 210 220 210 210 210	Brailist Program Assistant-Lane School Program Assistant-School Improvement, Career/Technical Education (grandfathered 07-08) Program Assistant-School Improvement/Migrant Education/Records Management/Recruiter Recruiter - Graduation Support Recruiter - Migrant Education Program, Parent Outreach Recruiter - Migrant Education Program, STRIDE
<b>F</b>	260 260	Production Technician Program Assistant - School Improvement Coordination
<b>G</b>	260	Accounting Specialist
<b>H</b>	225 260	Program Assistant - Home School/Truancy Program Assistant - Technology
<b>I</b>		No Current positions at this range
<b>J</b>		No Current positions at this range
<b>K</b>		No current positions at this range
<b>L</b>	260	Network Technician
<b>M</b>		No Current positions at this range
<b>N</b>		No Current positions at this range



**Appendix A-2**  
**2018-2019**  
**Classified Salary Schedule**  
*Hourly Rate*

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>A</b>	13.53	14.14	14.78	15.45	16.15	16.88	17.64	18.43	19.26
<b>B</b>	14.14	14.78	15.45	16.15	16.88	17.64	18.43	19.26	20.13
<b>C</b>	14.78	15.45	16.15	16.88	17.64	18.43	19.26	20.13	21.04
<b>D</b>	15.45	16.15	16.88	17.64	18.43	19.26	20.13	21.04	21.99
<b>E</b>	16.15	16.88	17.64	18.43	19.26	20.13	21.04	21.99	22.98
<b>F</b>	16.88	17.64	18.43	19.26	20.13	21.04	21.99	22.98	24.01
<b>G</b>	17.64	18.43	19.26	20.13	21.04	21.99	22.98	24.01	25.09
<b>H</b>	18.43	19.26	20.13	21.04	21.99	22.98	24.01	25.09	26.22
<b>I</b>	19.26	20.13	21.04	21.99	22.98	24.01	25.09	26.22	27.40
<b>J</b>	20.13	21.04	21.99	22.98	24.01	25.09	26.22	27.40	28.63
<b>K</b>	21.04	21.99	22.98	24.01	25.09	26.22	27.40	28.63	29.92
<b>L</b>	21.99	22.98	24.01	25.09	26.22	27.40	28.63	29.92	31.27
<b>M</b>	22.98	24.01	25.09	26.22	27.40	28.63	29.92	31.27	32.68
<b>N</b>	24.01	25.09	26.22	27.40	28.63	29.92	31.27	32.68	34.15

This schedule has been determined by using horizontal increments of 4.5% compounded.

**Appendix A-3**  
**2017-18 \***  
**Classified Salary Schedule - \*\* Compressed \*\***  
*Hourly Rate*

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>A</b>	13.20	13.89	14.61	15.36	16.15	16.98	17.85	18.77
<b>B</b>	13.79	14.50	15.25	16.04	16.87	17.74	18.65	19.61
<b>C</b>	14.41	15.16	15.95	16.77	17.63	18.54	19.49	20.49
<b>D</b>	15.06	15.84	16.66	17.52	18.42	19.37	20.37	21.41
<b>E</b>	15.74	16.55	17.40	18.30	19.24	20.23	21.27	22.37
<b>F</b>	16.45	17.30	18.19	19.13	20.11	21.15	22.24	23.38
<b>G</b>	17.19	18.08	19.01	19.99	21.02	22.10	23.24	24.43
<b>H</b>	17.96	18.89	19.86	20.88	21.96	23.09	24.28	25.53
<b>I</b>	18.77	19.74	20.76	21.83	22.95	24.13	25.37	26.68
<b>J</b>	19.61	20.63	21.69	22.81	23.98	25.21	26.51	27.88
<b>K</b>	20.49	21.55	22.66	23.83	25.06	26.35	27.71	29.13
<b>L</b>	21.41	22.52	23.68	24.90	26.18	27.53	28.95	30.44
<b>M</b>	22.37	23.53	24.75	26.02	27.36	28.77	30.25	31.81
<b>N</b>	23.38	24.59	25.86	27.19	28.59	30.06	31.61	33.24

\*There are no employees on this schedule as of 2018-19

**Appendix B-1  
Instructional Assistant Work Calendar  
2018-19**

Contract Days	Position
188	Bethel Assignment
184	Creswell Elementary Assignment
185	Creswell Middle Assignment
	Eugene – Fox Hollow Elementary Assignment
184	Eugene – High School Assignment
183	Eugene – Middle School Assignment
189	Westmoreland (Lane School & Transition Classroom) Assignment
181	Siuslaw Assignment
187	South Lane Assignment
187	Springfield Assignment

**Appendix B-2**  
**2018-19**  
**Instructional Assistant Salary Schedule**  
*Hourly Rate*

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
13.41	14.01	14.64	15.30	15.99	16.71	17.46	18.25	19.07

This salary schedule is determined by a 4.5% increment on the hourly rate.

**Appendix B-3**  
**2018-19**  
**Instructional Assistant Salary Schedule - \*\* Compressed \*\***  
*Hourly Rate*

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
13.41	14.11	14.84	15.60	16.40	17.25	18.14	19.07

**Appendix C-1  
Licensed Length of Work Calendar  
2018-19**

Contract Days	Position
193	Bethel Assignment
191	Creswell Assignment
228	Detention Education Assignment
192	Eugene 4J Assignment
193	Westmoreland (Lane School & Transition Classroom) Assignment
193	Martin Luther King Education Center Assignment
229	School Improvement CTE Assignment
	School Improvement Assignment
191	Siuslaw Assignment
192	South Lane Assignment
191 - 207	Special Education Multi-district Assignment
191 - 207	Special Education Consultants and Specialists
193	Springfield Assignment
223	State Hospital Assignment

**Appendix C-2  
2018-19**

**Licensed Salary Schedule  
Daily Rate**

*Annual salary is calculated based on the employee's length of assignment described in Appendix C-1*

<b>STEP</b>	<b>BA</b>	<b>BA+45</b>	<b>BA+60</b>	<b>BA+75 MA</b>	<b>BA+110 MA+45</b>	<b>PHD</b>
1	195.30	204.10	208.50	212.86	230.46	250.00
2	204.10	212.86	217.28	221.69	240.23	259.76
3	212.86	221.69	226.06	230.46	250.00	269.52
4	221.69	230.46	235.35	240.23	259.76	279.29
5	230.46	239.26	244.63	250.00	269.52	289.06
6	239.26	248.05	253.91	259.76	279.29	298.83
7	248.05	256.82	263.17	269.52	289.06	308.58
8	256.82	265.62	272.46	279.29	298.83	318.35
9	265.62	274.42	281.73	289.06	308.58	328.12
10	274.42	283.20	291.02	298.83	318.35	337.89
11	283.20	292.00	300.28	308.58	328.12	347.66
12	292.00	300.78	309.57	318.35	337.89	357.41
13	300.78	309.57	318.84	328.12	347.66	367.18
14	309.57	318.35	328.13	337.89	357.41	376.95
15	309.57	327.15	337.40	347.66	367.18	386.71
16	309.57	327.15	342.27	357.41	376.95	396.48

**Appendix C-3**  
**2018-19**  
**Licensed Salary Schedule - \*\*Compressed \*\***  
*Daily Rate*  
*Annual salary is calculated based on the employee's length of assignment described in Appendix C-1*

<b>Step</b>	<b>BA</b>	<b>BA+45</b>	<b>BA+60</b>	<b>BA+75 MA</b>	<b>BA+110 MA+45</b>	<b>PhD</b>
<b>1</b>	195.30	204.10	208.50	212.86	230.46	250.00
<b>2</b>	204.10	212.86	217.96	222.36	240.93	260.46
<b>3</b>	212.86	221.69	227.43	231.88	251.39	270.92
<b>4</b>	221.69	230.46	237.37	242.33	261.87	281.39
<b>5</b>	230.46	239.26	247.30	252.80	272.32	291.86
<b>6</b>	239.26	248.05	257.23	263.25	282.80	302.32
<b>7</b>	248.05	256.82	267.18	273.72	293.26	312.78
<b>8</b>	256.82	265.62	277.12	284.18	303.71	323.24
<b>9</b>	265.62	274.42	287.05	294.64	314.18	333.70
<b>10</b>	274.42	283.20	296.98	305.10	324.64	344.16
<b>11</b>	283.20	292.00	306.93	315.57	335.10	354.63
<b>12</b>	292.00	300.78	316.86	326.02	345.56	365.09
<b>13</b>	300.78	309.57	326.79	336.48	356.03	375.55
<b>14</b>	309.57	318.35	336.74	346.95	366.48	386.02
<b>15</b>	309.57	327.15	342.27	357.41	376.95	396.48

**Appendix D-1  
Professional Position List  
2018-19**

Range	Work Calendar	Position
<b>A</b>		No positions currently at this range
<b>B</b>		No positions currently at this range
<b>C</b>		No positions currently at this range
<b>D</b>	260	Drivers Education Coordinator
<b>E</b>		No positions currently at this range
<b>F</b>	207	Coordinator, CTE Outreach
	260	Coordinator, CLC-STEM Hub
<b>G</b>		No positions currently at this range
<b>H</b>	260	Coordinator, Grants
	210	Coordinator, Migrant Education Program
<b>I</b>		No positions currently at this range
<b>J</b>	260	Network Analyst
<b>K</b>	260	No positions currently at this range
<b>L</b>	260	Systems Administrator
<b>M</b>		No positions currently at this range



**Appendix D-2  
Professional Salary Schedule  
2018-2019**

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	Daily	137.60	143.76	150.24	157.04	164.08	171.44	179.12	187.20	195.60
A	Annual	35,776	37,378	39,062	40,830	42,661	44,574	46,571	48,672	50,856
B	Daily	144.48	150.96	157.76	164.88	172.32	180.08	188.16	196.64	205.52
B	Annual	37,565	39,250	41,018	42,869	44,803	46,821	48,922	51,126	53,435
C	Daily	151.68	158.48	165.60	173.04	180.80	188.96	197.44	206.32	215.60
C	Annual	39,437	41,205	43,056	44,990	47,008	49,130	51,334	53,643	56,056
D	Daily	159.28	166.48	174.00	181.84	190.00	198.56	207.52	216.88	226.64
D	Annual	41,413	43,285	45,240	47,278	49,400	51,626	53,955	56,389	58,926
E	Daily	167.28	174.80	182.64	190.88	199.44	208.40	217.76	227.52	237.76
E	Annual	43,493	45,448	47,486	49,629	51,854	54,184	56,618	59,155	61,818
F	Daily	175.68	183.60	191.84	200.48	209.52	218.96	228.80	239.12	249.92
F	Annual	45,677	47,736	49,878	52,125	54,475	56,930	59,488	62,171	64,979
G	Daily	184.48	192.80	201.44	210.48	219.92	229.84	240.16	250.96	262.24
G	Annual	47,965	50,128	52,374	54,725	57,179	59,758	62,442	65,250	68,182
H	Daily	193.68	202.40	211.52	221.04	230.96	241.36	252.24	263.60	275.44
H	Annual	50,357	52,624	54,995	57,470	60,050	62,754	65,582	68,536	71,614
I	Daily	203.36	212.48	222.08	232.08	242.56	253.44	264.88	276.80	289.28
I	Annual	52,874	55,245	57,741	60,341	63,066	65,894	68,869	71,968	75,213
J	Daily	213.52	223.12	233.20	243.68	254.64	266.08	278.08	290.56	303.60
J	Annual	55,515	58,011	60,632	63,357	66,206	69,181	72,301	75,546	78,936
K	Daily	224.16	234.24	244.80	255.84	267.36	279.36	291.92	305.04	318.80
K	Annual	58,282	60,902	63,648	66,518	69,514	72,634	75,899	79,310	82,888
L	Daily	235.36	245.92	256.96	268.56	280.64	293.28	306.48	320.24	334.64
L	Annual	61,194	63,939	66,810	69,826	72,966	76,253	79,685	83,262	87,006
M	Daily	247.12	258.24	269.84	282.00	294.72	308.00	321.84	336.32	351.44
M	Annual	64,251	67,142	70,158	73,320	76,627	80,080	83,678	87,443	91,374

Annual rate based on 260 day work year.

2015-2019 LESD/LCEA AGREEMENT

## Appendix E

### ADDENDUM TO 2015-2019 CONTRACT

The following District policies will not be changed during the term of this Agreement without prior consultation with the Association, unless the change is necessitated by a change in the law.

Nondiscrimination	AC
Equal Employment Opportunity	GBA
Personnel Records	GBL
Harassment (Staff)	GBN
Uncompensated Leave	GCBDA/GDBDA
Evaluation of Staff	GCN/GDN
Layoff/Recall-Licensed	GCPA
Layoff/Recall-Classified	GDPA
Sabbaticals	GCQF
Vacations, Holidays and Leaves	GCBE/GDBE-AR

Any violation of policy shall be subject only to grievance procedures in District policy GBM, which are appealed to the Board only and whose decision is final, binding, and non-appealable.