

LANE EDUCATION SERVICE DISTRICT	BOARD MEETING
1200 Hwy 99 N	Tuesday, August 1, 2023
Eugene, Oregon 97402	Regular Meeting: 6:00 PM

**LANE ESD BOARD MEETING
AGENDA**

Tuesday, August 1, 2023

1. 5:00 PM Call Executive Session To Order

The Board of Directors of Lane Education Service District will enter into Executive Session for the purpose of:

- To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))
- To conduct deliberations to negotiate real property transactions. (ORS 192.660(2)(e))

Superintendent Scurto, Board Chair

2. 6:00 PM Call Regular Meeting To Order

The Board Chair will call the regular meeting to order.

Board Chair

3. Swearing In of Newly Elected Board Members

New directors must qualify by taking an oath of office before assuming the duties of office. The oath of office will be in the following form:

I, <Board Member Name>, do hereby swear or affirm that I will support the laws and constitutions of the United States of America and the state of Oregon and that I will faithfully discharge the duties of my office as a member of the Board of Directors of the Lane Education Service District, representing <Position or Zone>, to the best of my ability throughout the four-year term, through June 30, 2027.

The Board Chair will lead the swearing in of newly elected Board members, and if the Board Chair is newly elected, the Board Chair will be sworn in by the Vice-Chair following the initial swearing-in.

Newly elected Board Members include:

Leslie Harris, Position 2: Eugene - South
Nora Kent, Position 4: West/North County

Sherry Duerst-Higgins, Position 5: East/South County
Linda Hamilton, Position 7: At-Large

Board Chair

4. Welcome

Guests attending the meeting will be introduced and provide their names for the record.

Board Chair

5. Public Participation

This is an opportunity for the audience to address the Board on topics either on, or not on, the agenda. There will also be opportunities for the audience to comment on specific agenda items as the Board addresses them.

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites ESD community members to attend Board meetings to become acquainted with the program and operation of the ESD. The public has a right to attend public meetings held in open session, and may be invited to share comments, ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment.

Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the ESD at least 48 hours prior to the Board meeting with the request, consistent with Board policy BD/BDA - Board Meetings.

Procedures for Oral Public Comment

The Board establishes the following procedures for public comment at Board meetings held in open session. The information will be accessible and available to all patrons accessing or attending such a Board meeting.

- Public comment is limited to its designated place on the agenda and while time allows.
- A person wishing to provide public comment, if an opportunity is provided by the Board during a meeting open to the public, do so as directed prior to the Board meeting. A request to give public comment in-person or electronically does not guarantee time will be available.
- A person speaking during the public comment portion of the meeting may comment on a topic not on the published agenda.

- A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the ESD, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.
- A person giving public comment is limited to an established time limit of three minutes. Statements should be brief and concise. The Board chair has discretion to waive time limits or extend the overall time allotted for public comment. Additional time will be allocated in a fair and equitable manner. If a person has more comments than time allows or is unable to comment due to time constraints, the person is encouraged to submit additional written comments to the Board through the ESD office as directed.
- Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the superintendent for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.

The Board will not hear public comment at Board work sessions.

Topics raised during the public comment portion may be considered for inclusion as agenda items at future Board meetings.

Procedures for Written Comment

Members of the public may submit written comments or materials to the Board at any time at the ESD office, by mail or by email to supt-office@lesd.k12.or.us. Materials or comments submitted at least 72 hours in advance of a Board meeting will be provided to the Board before the Board meeting. Written materials or comments submitted may not warrant action by the Board.

Comments Regarding Staff Members

A person speaking during the designated portion of the agenda for public comment may offer objective criticism of ESD operations and programs. The Board will not hear comments regarding any individual ESD staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee, a supervisor and the Board.

When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the same opportunity.

Board Chair

6. Agenda Review

The Board will review the agenda.

Board Chair

7. Organization of the Board for 2023-24

Per Robert's Rules of Order:

Before proceeding to an election to fill an office it is customary to nominate one or more candidates. This nomination is not necessary when the election is by ballot or roll call, as each member may vote for any eligible person whether nominated or not... ***The nomination need not be seconded.*** When the nominations are completed the assembly proceeds to the election. An election takes effect immediately if the candidate is present and does not decline, or if absent and has consented to candidacy. If absent and has not consented to candidacy, it takes effect when notified of election, provided member does not decline immediately.

After the election has taken effect and the officer or member has learned the fact, it is too late to reconsider the vote on the election. An officer-elect takes possession of his office immediately, unless the rules specify the time.

Board Chair

A. Election of Chairperson

Chair pro-tem, Linda Hamilton, will declare nominations open for position of Board Chair. When there are no further nominations, Chair pro-tem Linda Hamilton will declare nominations closed. A vote will be held. The Chair pro-tem will make a declaration of the election results.

Declaration of Election: Board member is elected as Chairperson of the Lane ESD Board of Directors for 2023-24.

Board Chair

B. Election of Vice-Chair

Chair for the Board of Directors of Lane ESD will declare nominations open for position of Board Vice-Chair. Nominations will be submitted. When there are no further nominations, the Board Chair will close nominations. A vote will be taken and a Vice-Chair for the Board of Directors of Lane ESD will be elected. The Chair will make a declaration of the election results.

DECLARATION OF ELECTION: Chair will declare the election of the Board Vice-Chair for Lane ESD for 2023-24.

Board Chair

8. Action Items

Board Chair

A. Consent Agenda

The Lane ESD Board of Directors has agreed to implement a consent agenda. All items in the consent agenda are adopted by a single motion unless a member of the Board or the Superintendent requests that such item be removed from the consent agenda and acted upon separately.

Generally, consent agenda items are matters which members of the Board agree are routine in nature and should be acted upon in one motion to conserve time and to enable the Board to focus on the other matters on the agenda.

Back-up materials for consent agenda items are included in the agenda packet as needed. Minutes of this meeting will reflect action on each item.

If any board member wishes to withdraw any consent group item, it will be moved to the appropriate section of the agenda.

BE IT RESOLVED that the Board of Directors of Lane ESD adopts the consent group as submitted and listed below.

1. Human Resources Report dated August 1, 2023

Board Chair

Hrrpt 8-1-2023

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B. Accept Financial Report

BE IT RESOLVED that the Board of Directors of Lane ESD accepts the Financial Report for June 2023..

Board Chair

06-30-23 Board report - ESD

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C. Approve Routine Designations for 2023-24

BE IT RESOLVED that the Board of Directors of Lane ESD authorizes Superintendent Tony Scurto to act on the Board's behalf as District Election Authority. In that capacity, the Superintendent may canvass the abstract of votes cast in elections and certify the results of such elections to the Lane

County Elections officer. The Board shall subsequently affirm the canvass so certified.

BE IT RESOLVED that the Board of Directors of Lane ESD authorizes the following individuals to transfer funds to and from the Local Government Investment Pool: Tony Scurto, David Standridge, and David Lanza.

BE IT RESOLVED that the Board of Directors of Lane ESD authorizes the use of a facsimile signature for the superintendents.

BE IT RESOLVED that the Board of Directors of Lane ESD will act as the local public contract review board of Lane Education Service District in accordance with Oregon Revised Statute 279A.060.

BE IT RESOLVED that the Board of Directors of Lane ESD approves the following official designations for the 2022-23 year, as presented:

- Legal Counsel: The Hungerford Law Firm; Luvaas Cobb Law Firm
- Auditors: Pauly, Rogers and Co., PC
- Newspaper: Register-Guard

Board Chair

D. Approve Tentative Agreement With Lane County Education Association

The Board of Directors of Lane ESD will approve the Tentative Agreement with Lane County Education Association for the period of 2023-2027.

A draft of the Agreement is attached.

Superintendent Scurto, Board Chair

DRAFT LCEA - LESD Agreement 2023-27 bd

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E. Approve Memorandum of Understanding: Insurance Opt Out

The LANE EDUCATION SERVICE DISTRICT Board of Directors (hereinafter referred to as "District") and LANE COUNTY EDUCATION ASSOCIATION (hereinafter referred to as "Association") hereby agree to the following in relationship to the implementation of an "Opt-Out" medical insurance option during the 2023-24 Benefit year, starting October 1, 2023, and ending September 30, 2024.

- Employees who are eligible for benefits may "Opt-Out" of medical, dental and vision insurance coverage and receive a monthly financial incentive of \$300 from Lane ESD under the following conditions:
 - The employee and their eligible dependents MUST have other employer-sponsored group coverage to "Opt-Out".
 - Participation or enrollment in Individual Marketplace Coverage, Oregon Health Plan, Medicaid, Veterans' Administration Benefit Programs, or Student Health Insurance, does NOT qualify for OEBS "Opt-Out", therefore are not eligible to receive financial incentive.

- Employees who "Waive" are not eligible to receive financial incentive regardless of whether or not they have other medical coverage.
 - The employee must provide proof of other equivalent group coverage within 5 business days of signing the "Opt-Out" form or the "Opt-Out" will not be in effect.
2. Employees who "Opt-Out" of medical coverage will not be eligible for Lane ESD's Employee Health Plan Monthly Premium Share.
 3. Employees may elect to enroll themselves and their dependents in the following coverages at their own expense: Dental and/or Vision plus optional insurance such as additional Life Insurance, additional Accidental Death and Dismemberment Insurance, Long-Term Care Insurance, or Short Term Disability.
 4. Lane ESD will continue to provide Basic Life Insurance, Accidental Death and Dismemberment Insurance and Long-Term Disability Insurance.
 5. In the event of voluntary resignation or termination, the monthly "Opt-Out" financial incentive is subject to proration based on termination date (e.g. if employment ends on the 15th of the month, the employee would be eligible for 50% of the monthly incentive).

EXCEPT as modified in this Memorandum of Understanding, the 2023-27 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Association has this Memorandum of Understanding to be signed by its President and Negotiations Chair, and the District has caused this Memorandum of Understanding to be signed by its chairperson, on the dates indicated.

Board Chair, Superintendent

MOU Article XVI - Insurance 2023-24 Opt-Out medical insurance 7.2023

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F. Approve Agreement With Management Team

Superintendent Scurto

G. Approve Contract Addendum with Superintendent Tony Scurto

Board Chair

H. Approve Contract with Shining Light DBA VistaQuest

Board Chair

9. Discussion/Reports

A. Legislative Update

Superintendent Scurto will provide an update in legislative activities if there are any updates.

Superintendent Tony Scurto

B. Superintendent Report

Superintendent Tony Scurto

C. Board Advisors and Liaisons

Board Administrative Rule for Policy BBB: Board Advisor and Liaison states:

- The Board may recruit one or more advisors from the community. The Board seeks advisors from different community perspectives, including the social services sector, equity and diversity, workforce, higher education or early childhood education. The term of Community Advisor is two years, renewable based on the identified needs of the Board. The Community Advisor will bring an independent consumer voice, understand and communicate the community perspective, advocate for the community and share Lane ESD information with the community. The Community Advisor is not a member of the Board.
- The Board will invite one advisor from the Superintendents' Council annually. The Superintendents' Council Advisor is a permanent advisor position, that is not filled by an individual superintendent for more than a two-year appointment.
- The Board intends to have three Board Member Liaisons from component school district Boards. The Board will recruit Board member representatives from a small, medium and large district. The Superintendents will be asked to extend an invitation to their board members in August of each year. The Superintendents' Council will appoint three representative Liaisons to the Board.

Current advisors and liaisons are:

Emilio Hernandez, Large District Board Liaison, appointed 2021

Erin Zygaitis, Community Advisor, appointed 2021

Mike Anderson, small district board liaison, appointed January 2017

The Board of Directors of Lane ESD, advisors and liaisons will discuss how they would like to move forward in the 2023-24 school year.

Board Chair, Superintendent Scurto

D. OSBA Fall Regional and OSBA Annual Conference

The OSBA Fall Regional for the Lane Region is scheduled for the evening of Tuesday, September 19, 2023. The Board will discuss participation and a possible Round Table event.

The 76th Annual OSBA Fall Convention is November 10-11, 2023. The Board and Superintendent will discuss participation at these events.

Superintendent Scurto

E. 2023-24 Westmoreland Campus Board of Directors Meeting

The Superintendent and Board will discuss scheduling a Fall Board meeting at the Westmoreland campus.

Superintendent Scurto

F. Board and Superintendent Agreements

The Board of Directors is the educational policy making body for Lane ESD. To fulfill the District's mission the Board and Superintendent must function together as a leadership team. To ensure unity among team members, effective group agreements must be in place. The Board and Superintendent will review their written agreements and affirm those moving forward into the 2023-24 year.

Superintendent Scurto, Board Chair

Bd-Supt Working Agreements 2023-24

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G. Board Member Program and District Assignments

The superintendent and Board will review the 2022-23 District and Program assignments for Board members, and discuss 2023-24 assignments.

Superintendent Scurto

10. Information from Administrative Staff

The directors of Human Resources and Title Programs, Special Education, Business Services, Technology, Facilities and School Improvement have submitted written reports to the Board on matters of interest concerning his/her area of responsibility.

Administrative Staff

IT Board Meeting Updates 8_1_2023- LANE ESD

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Aug 2023 SpEd Report to the Board

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School Improvement Board Update_08_01_23

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11. Board Member Reports and Comments/Agenda Planning

Lane ESD Board, Liaisons, Advisors

A. Agenda Planning

Board members are invited to send agenda items to be considered for the next board meeting. Please call or email to the Board Chair or Superintendent.

Board Chair

B. Board Member Reports

Board members are asked to submit their reports in writing to be attached to Boardbook. Reports can be sent to the Executive Assistant in advance of the meeting.

As Board Members prepare their reports, please consider the following questions:

1. What programs did I visit over the last month? What committees did I participate in?
2. What is the connection to the LESD services and programs to the component districts or community?
3. What significance or meaning does the activity have to the broader community?
4. What are the next steps or follow-up activities planned?

Sherry Duerst-Higgins

Linda Hamilton

Leslie Harris

Nora Kent

Sydney Kissinger

Vanessa Truett

Rose Wilde

Superintendents' Council Advisor

Emilio Hernandez, Liaison, Springfield Public Schools

Mike Anderson, Liaison, Creswell School District
Erin Zygaitis, Community Advisor

Board, Advisors, Liaisons

Lane ESD Mail - Board member report Rose Wilde 85

Nora Kent report July 23 86

12. Announcements/Correspondence

Board Chair

A. Acknowledgements and Recognition

Superintendent Tony Scurto

B. Kudos

Kudos to: Dave Standridge

Reported by: Tony Scurto

Reason: We recently received another stellar audit. This has been an annual occurrence as our Business Director and his team perpetually maintain the financial integrity of Lane ESD. Great job!

Kudos to: Churchill Staff

Reported by: Alia Burkholder

Reason: Churchill Staff have been amazing! Learning to work with a new teacher, being flexible, and always having a great time with the students! Thank team for the best first year of teaching and looking forward to next year! Thanks, Alia Burkholder

Kudos to: Chris Antonetti

Reported by: Zé Anderson-Brown

Reason: I would like to express my sincere admiration for your outstanding workplace efforts. I appreciate everything you have done over the past year, including the endless hours you have spent working to support our staff. Your professionalism has motivated the entire team immensely. Thank you for all your contributions.

Kudos to: Madeline Malsch

Reported by: Zé Anderson-Brown

Reason: I appreciate your hard work and dedication to making learning about recruitment and retention your top priority. Your support of recruiting and hiring efforts has helped lessen the burden of this critical

issue facing the district. As always, we count on you to go the extra mile, and you always do with a smile. Thank you once again for all your contributions.

Kudos to: Linda Jo Ott
Reported by: Lucia Rodriguez
Reason: Thank you Linda Jo for your morning enthusiasm and wonderfully delivered wake up positive messages.

Kudos via email to Sara Mansfield, forwarded by Sue Mathisen:
Sara, A great big thank you to you and all your thoughtful approaches to serving students. I really enjoy collaborating with you and have been impressed with your level of expertise in navigating some very unique cases. I know you are stretched thin in Lane County and Creswell sure enjoys having you on the team! Amy Aguero, Director of Student Services, Creswell School District

Kudos to: LaRae Akin
Reported by: Julie Simmonds
Reason: LaRae recently dealt with a crisis in the office at Westmoreland and handled the communication beautifully. Thank you for your team efforts, LaRae - and for keeping the staff and students safe!

Kudos to: Anjelica Shaw
Reported by: Annie Galaxy
Reason: Anjelica has been working around the clock to remove transportation barriers for students attending MEP Summer Enrichment. Her tireless devotion to families being treated with equity and respect is evident in everything she does. She's going up against some big systems and is relentless! Her efforts insure that students are able to access this amazing program. xoxoxoxo

Kudos to: Charles Ranlett & Russell Rubrecht
Reported by: Matt Hayes
Reason: For being helpful & patient while assisting me in the file transfer process. Thank you to those who took the time to acknowledge co-workers/staff with kudos.

Employees and Board members can submit a "kudo" any time during the month. To submit a kudo visit: www.lesd.k12.or.us/forms/kudos.html

Administrators

C. Announcements

Board Chair

1. **Lane ESD Board Member Activities and Opportunities**

August 4, 2023: Equity Community Consortium First Friday
Communities of Color and Allies Network

August 11-13, 2023: OSBA Summer Board Conference

August 29, 2023: Live Oak Consulting Decolonization 101

September 19, 2023: National IT Professionals Day

September 19, 2023: OSBA Fall Regional Meeting at Lane ESD

September 22-24, 2023: OSBA Board of Directors Meeting(s)

November 9-11, 2023: OSBA Fall Convention

November 23, 2023: OSBA Board of Directors Meeting

February 16, 2024: OSBA Bonds, Ballots and Buildings Conference

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First Friday Event Social Media Post 88

2. **Component District Board Meeting Dates**

Bethel: The school board usually meets in regular public sessions at 6:30 p.m. on some Mondays of the month during the regular school year. at the Bethel District Office located at 4640 Barger Drive in Eugene. This schedule sometimes varies, and special meetings and work sessions are scheduled as necessary. The Bethel School District Board of Directors will conduct meetings in-person and virtually, unless otherwise noted.

Blachly: The District Board meets on the third Wednesday of each month at 6:00 pm in the school library.

Creswell: Regular Board of Director meetings are typically held the second Wednesday of each month at 7:00 PM. Special meetings and work sessions are scheduled as necessary.

Crow-Applegate-Lorane: The Board of Directors for Crow-Applegate-Lorane School District #66 holds a regular meeting at 7:00 pm on the third Thursday of each month. The meetings are held at Applegate Elementary School and at the Lorane Grange. For current information, contact the CAL district office at 541-935-2100. Executive sessions usually begin at 6:30 pm and are closed to the public.

Eugene: The school board usually meets in regular public sessions on the first and third Wednesdays of each month at 7 p.m. at the Education Center, 200 North Monroe, Eugene. This schedule sometimes varies,

and special meetings and work sessions are scheduled as necessary.

Fern Ridge: The Fern Ridge School District Board of Directors meets on the 3rd Monday of each month unless posted otherwise.

Junction City: Monthly Meetings are held 4th Monday of the month except in December and July.

Lowell: Regular Board Meetings are scheduled for the 4th Monday of the month, with the meeting beginning at 4:00 pm. When there is a holiday on the 4th Monday, normally, the meeting will be held on an alternate Monday. Study sessions are tentatively scheduled to provide the opportunity for the Board to meet to study an individual aspect of the District.

Mapleton: The Mapleton School Board meets on the third Wednesday of each month. There is no meeting during the month of July. The School Board meeting is held in the high school at 6:00pm, unless otherwise noted.

Marcola: Regular board meetings are scheduled for the 2nd Monday of each month at 6 PM.

McKenzie:

Oakridge: Board Meeting calendar is posted on the Oakridge School District website.

Pleasant Hill: Board meeting calendar is posted on the Pleasant Hill School District website.

Siuslaw: The board of directors meet the second Wednesday of each month with the exception of a regular meeting scheduled for August 17, 2022. The board normally meets in the district board room located at 2111 Oak Street in Florence, Oregon. The meetings are scheduled to begin at 6:00 p.m. with work session and the regular meeting will begin at approximately 6:30p.m. Please see the school calendar on the district website to confirm dates and times or call the district office at 541-997-2651.

South Lane: The South Lane School Board usually meets in regular public sessions on the first Monday and third Monday of each month at 5:30 p.m. for a work session. This schedule sometimes varies, and additional meetings and work sessions are scheduled as necessary. Meetings normally are held at the South Lane School District Office, 455 Adams Ave in Cottage Grove.

Springfield: The Board of Directors meet twice during most months during the school year. Regular business meetings begin at 7 p.m. on the second Mondays of the month. Work sessions are generally held at 5:30 p.m. on the fourth Monday of the month. All meetings, unless otherwise noted, are held in the Board Room of the Springfield Public Schools Administration Building, 640 A Street, Springfield, OR 97477.

13. Adjournment

- The next regular meeting is scheduled to be held Tuesday, September 5, 2023, at the Lane ESD Main Campus, 1200 Highway 99 N, Eugene.

HUMAN RESOURCES REPORT TO LANE ESD BOARD

August 1, 2023

CLASSIFIED STAFF (Information)

	Employee Name	Position	Effective Date	Notes
<i>Appointments</i>	Asay, Justice	Instructional Assistant, Life Skills	8/23/2023	
	Cox, Leanna	Instructional Assistant, Life Skills	8/23/2023	
	Curtis, Christopher	Instructional Assistant, Life Skills	6/30/2023	
	Fear, Elizabeth	Instructional Assistant, Life Skills	8/23/2023	
	Ferdig, Alexis	Sign Language Interpreter	8/23/2023	
	Prince, Lindsay	Instructional Assistant, Life Skills	8/23/2023	
	Snow, Elaina	Sign Language Interpreter	8/23/2023	
	Viss, Chelsea	Instructional Assistant, Life Skills	8/23/2023	
	Weber, Danielle	Instructional Assistant, Life Skills	8/23/2023	
	Weilert, Amber	Instructional Assistant, Life Skills	8/23/2023	
<i>Leaves of Absence</i>				
<i>Discontinuation of Employment</i>	Canas Herrera, Fernanda	Graduation Support Specialist, Migrant Education Program	6/23/2023	
	McElderry, Julianne	Instructional Assistant, Life Skills	6/16/2023	
	Seibert, Raymond	Instructional Assistant, Life Skills	6/16/2023	
	Squire, Joseph	Instructional Assistant, Life Skills	6/16/2023	
	Wilson, Emily	Instructional Assistant, Life Skills	6/16/2023	
<i>Change of Status</i>				

LICENSED STAFF (Action)

	Employee Name	Position	Effective Date	Notes
<i>Appointments</i>	Suchman-McQuain, Lisa	Teacher Consultant, Lane School		
<i>Leaves of Absence</i>				
<i>Discontinuation of Employment</i>	Beard, Renee	Teacher Consultant, Life Skills	6/16/2023	
	Bolden, Chemika	Specialist, Teacher Connected Pathways	6/30/2023	
	Healow, Angela	Specialist, Social Emotional Learning	6/30/2023	
	Schenfeld, Petra	Teacher, Deaf/Hard of Hearing	6/16/2023	
<i>Change of Status</i>	Cates, Paula	Specialist, English Language Development	8/21/2023	was Title III Coordinator
	FiField, Christina	Teacher, Life Skills	8/21/2023	was Instructional Assistant
	Moser, Erin	Teacher Consultant, Lane School	8/21/2023	was Teacher, Lane School

MANAGEMENT STAFF (Action)

	Employee Name	Position	Effective Date	Notes
<i>Appointments</i>	Draeger, Annie	Program Supervisor, Special Education	7/24/2023	
<i>Leaves of Absence</i>				
<i>Discontinuation of Employment</i>	Arbuckle, Stacy	Program Supervisor, Special Education	6/30/2023	
<i>Change of Status</i>	Johnson, Dawnja	Human Resources Generalist	7/1/2023	was SpEd Office Manager
	Neves, MaryAnn	Office Manager, Special Education	7/1/2023	was Home School

PROFESSIONAL STAFF (Information)

	Employee Name	Position	Effective Date	Notes
<i>Appointments</i>	Scurlock, Donovan	Lane AABSS Navigator - Regional Assessment	7/10/2023	
<i>Leaves of Absence</i>				
<i>Discontinuation of Employment</i>				
<i>Change of Status</i>				

VACANCY NOTICES (Information)

Posting #	Position	Closing Date	Notes
590	Sign Language Interpreter	6/15/2023	Position filled
640	Instructional Assistant, Life Skills	8/11/2023	In process
770	Instructional Assistant, Life Skills	Open pool	In process
779	Lane AABSS Navigator - Regional Assessment	8/31/2023	Position filled
785	Teacher, Life Skills	8/9/2023	In process
791	Teacher, Life Skills (23-24)	Open pool	In process
792	Teacher, Life Skills (23-24)	Open pool	Position filled
793	Teacher, Life Skills (23-24)	Open pool	In process
800	Instructional Assistant, Life Skills	Open pool	Position filled
822	Teacher, Life Skills (23-24)	Open pool	In process
823	Teacher Consultant, Special Education	7/11/2023	Position filled
830	Instructional Assistant, Life Skills	Open pool	Position filled
832	Program Assistant, Special Education	8/7/2023	In process
835	Speech Language Pathologist	8/7/2023	In process
844	Specialist, English Language Development	6/9/2023	Position filled
846	Teacher, Deaf/Hard of Hearing	8/9/2023	In process
847	Program Supervisor, Special Education	6/30/2023	Position filled
850	Instructional Assistant, Life Skills	Open pool	Position filled
851	Instructional Assistant, Life Skills	Open pool	Position filled
852	Instructional Assistant, Life Skills	Open pool	Position filled
853	Instructional Assistant, Life Skills	Open pool	Position filled
854	Instructional Assistant, Life Skills	Open pool	In process
855	Instructional Assistant, Life Skills	Open pool	In process
856	Program Assistant, Lane AABSS	8/7/2023	In process
858	Human Resources Generalist	6/14/2023	Position filled
860	Lane AABSS Navigator - Regional Assessment	Open pool	In process
862	Program Supervisor, Lane AABSS	8/7/2023	In process
863	Program Supervisor, Teacher Pathways/WREN Grants	6/28/2023	In process
866	Teacher, Emotional/Behavioral Disabilities	8/9/2023	In process
867	Teacher, Emotional/Behavioral Disabilities (K-8)	Open pool	In process
868	Teacher Consultant, Lane School	Open pool	Position filled
872	Specialist, Lane Teacher Pathways	8/7/2023	In process
873	Office Manager, Special Education	7/8/2023	Position filled
876	Specialist, Migrant Education Program	7/26/2023	In process
877	Specialist, CTE Program of Study & Teacher Support	7/31/2023	In process
878	Instructional Assistant, Life Skills	Open pool	Position filled
879	Instructional Assistant, At-Large	8/30/2023	Position filled
880	Instructional Assistant, At-Large	Open pool	In process
881	Instructional Assistant, At-Large	Open pool	In process
882	Instructional Assistant, At-Large	Open pool	In process
884	Sign Language Interpreter	Open pool	In process
885	Sign Language Interpreter	Open pool	Position filled
886	Instructional Assistant, Life Skills	Open pool	In process
887	Instructional Assistant, Life Skills	Open pool	In process
888	Instructional Assistant, Life Skills	Open pool	In process
889	Instructional Assistant, Life Skills	Open pool	In process
890	Instructional Assistant, Life Skills	Open pool	In process
891	Instructional Assistant, Life Skills	Open pool	In process
892	Instructional Assistant, Life Skills	Open pool	In process

Lane Education Service District
2022-23 General Fund Financial Summary
June 30, 2023

	Amended Budget	Actual: Jul-Jun	Projected:	Projected Total	Projected vs Budget	
					\$	%

Resources

State School Fund	15,425,800	15,420,256	-	15,420,256	(5,544)	0.0%
Property Tax & Timber	8,470,200	8,474,350	-	8,474,350	4,150	0.0%
Services to Districts	1,413,800	1,382,468	-	1,382,468	(31,332)	-2.2% (1)
Other Local Revenue	550,000	558,467	-	558,467	8,467	1.5% (2)
Indirect from Grants	630,000	793,279	-	793,279	163,279	25.9%
Total Revenues	26,489,800	26,628,820	-	26,628,820	139,020	0.5%
Beginning Fund Balance: Unreserved	3,401,000	3,316,093	-	3,316,093	(84,907)	-2.5%
Beginning Fund Balance: District Reserves	1,129,000	1,080,566	-	1,080,566	(48,434)	-4.3%
Total Resources	31,019,800	31,025,479	-	31,025,479	5,679	0.0%

Requirements

Salaries	9,384,434	9,175,567	-	9,175,567	(208,867)	-2.2%
Benefits	6,409,374	5,811,193	-	5,811,193	(598,181)	-9.3%
Services	6,612,088	6,729,570	-	6,729,570	117,482	1.8% (3)
Supplies	419,400	722,243	-	722,243	302,843	72.2%
Other	215,700	311,064	-	311,064	95,364	44.2%
Interfund Transfers	459,000	447,208	-	447,208	(11,792)	-2.6%
Transit Cash to Districts	4,917,153	4,755,555	-	4,755,555	(161,598)	-3.3%
Total Expenditures	28,417,149	27,952,400	-	27,952,400	(464,749)	-1.6%
Ending Fund Balance: Unreserved	1,671,113	-	-	2,028,006	356,893	21.4%
Ending Fund Balance: District Reserves	931,538	-	-	1,045,073	113,535	12.2%
Total Requirements	31,019,800	27,952,400	-	31,025,479	5,679	0.0%

Change in Unreserved Fund Balance (1,729,887) (1,288,087)

Unreserved Ending Fund Balance 6.3% 7.6%

(1) Increase in Life Skills enrollment.

(2) Increase in the investment rate received on the LGIP Investment Pool.

(3) Includes contracted services for Instructional Assistants provided by outside staffing agency, improvements to restroom facilities at Westmoreland and use of district flex funds for sign language interpreter services.

AGREEMENT

between

**LANE EDUCATION SERVICE DISTRICT
BOARD OF DIRECTORS**

and

LANE COUNTY EDUCATION ASSOCIATION

July 1, 2023 — June 30, 2027

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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.

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Article 1 — 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.

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Article 2 — 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.
 - 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 shall have the right to meet with bargaining unit members during regular work hours at the bargaining unit member's worksite to address grievances, complaints, and matters related to employment relations.
2. In addition to any Association time provided at staff meetings, the Association shall have the right to conduct building meetings before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with ESD operations. The Association shall have the right to conduct meetings without undue interference. ESD shall not charge a fee to the Association for holding building meetings on ESD property.

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.

F. New Hire Orientation

Association shall have the right to meet with new employees for up to one hour at the employer orientation. During the work week after one or more new employees start their first day of work, ESD shall invite and require the new hires to attend a thirty (30) minute Association orientation. The orientation shall take place at ESD main campus unless an alternative site is mutually agreed upon. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.

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.

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Article 3 — 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.

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Article 4 — Association Security

A. Dues Deduction

By October 15th of each year, the Association shall notify Business Services of the amount of Association dues which shall be paid monthly to the Association.

- B.** OEA and NEA and LCEA dues for all Association members shall be equally divided and deducted in [10 / 11/ 12] monthly payments, starting with the [month] paycheck and ending with the [month] paycheck. All monthly OEA and NEA dues shall be remitted, along with an excel-compatible register, to OEA within [five/seven/ten] business days of each pay period. All LCEA dues shall be remitted, along with an excel-compatible register, to within [five/seven/ten] business days of the pay period in which they were deducted.

If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA, NEA, and LCEA dues shall be prorated, equally divided, and deducted from the remaining [X] pay periods.

- C.** 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.

- D.** 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 5 — Nondiscrimination

- A. The District certifies it will not discriminate against any member of the bargaining unit on the basis of but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age 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.

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Article 6 — Joint Committees
Update to all bargaining unit members

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 (or Co-Presidents) 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 quarterly or 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. 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 **or** at mutually agreed upon times **as needed**. Meetings may be cancelled by mutual agreement.

E. 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.

F. Classroom Staffing Review Committee

1. A Classroom Staffing Review Committee shall be established for the purpose of reviewing classroom staffing at the request of a teacher.
2. Committee members will include the Special Education Director, Special Education Supervisors and at least 2 bargaining unit members having program-wide assignment/perspective.
3. The Committee will convene on an as needed basis.

Article 7 — 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 or at the next regularly scheduled, whichever is later, 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 a 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 8 — 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 employee's 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 9 — 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.”

Evaluations and current job descriptions will be accessible online.

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
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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 10— Work Schedule and Overtime

Ze -*update language with FLSA with definitions

*** flex and comp time will be defined and process outlined**

- 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 **or earn 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. Such prep time for classroom teachers shall be in addition to the minimum thirty (30) minute duty-free lunch time.
- D. **Teachers will have the option to record IEP Prep time to timesheet at their hourly rate.**
- E. **Teachers will have protected Inservice Prep Time of 4 hours of directed prep. Classroom specialists are included in these hours (OT, PT, SLP, Behavior Consultants).**

Article 11 — 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 12 — 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 13 - 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.

DRAFT

Article 14 — Vacations, Holidays and Leaves

A. Vacations

1. Twelve-month (260-day) employees shall earn paid vacation on the basis of their **years** 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.

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.

For twelve month (260 day) employees hired **prior** to July 1, 2019 vacation leave will be posted and available at the close of the fiscal year in which it is earned. Twelve month (260-day) employees hired **on or after** July 1, 2019 will have access to accrued vacation after their first full month of work.

Vacation is granted based on the following schedule:

1-3 years of service	10 days
4-6 years of service	14 days
7-9 years of service	18 days
10 years or more of service	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.
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
Juneteenth *
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.

***Juneteenth will be recognized as a paid holiday when it falls between Monday and Friday on a 230-260-day year and a recognized non-contract day during 261-day year.**

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 1st year of employment based on date of hire.

C. Sick Leave

Employees of the District shall be entitled to sick leave with pay per year as follows based on length of contract:

215 days or less	10 days
216-237 days	11 days
238-260 days	12 days

Leave shall be awarded on the employees first day of work each year. The district is authorized to adjust the employee's final paycheck in the event that an employee has taken more sick leave than has been accrued at time of termination.

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 Leave**

The District will grant two (2) days of paid leave per year for employees to take personal leave 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 leave, during the first year of employment. Personal leave is not cumulative. Regular employees who work less than full time shall be allocated personal business leave on a prorated basis.

Commented [1]: This language does not make sense. What is the intent of the language?

Personal 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 leave may not be used to extend a holiday or vacation unless there is a transportation emergency.

However, this language shall not be construed to prevent personal 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.

Employees must notify their intent to deduct personal leave hours on or before June 10th. Any unused personal leave hours not used by June 10th will be paid out at an employee’s hourly rate.

The District reserves the right to deny use of any leave in less than one-half (½) day portions if the requested absence has an effect upon the District’s operation. No leave shall be approved for less than ½ 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.

For employees who work a non-traditional schedule, any length of jury duty service will be deducted from their shift as a standard practice. The supervisor will determine the time for reporting to work in consultation with the employee.

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.

K. Payroll Adjustments/Deductions

In the event of overuse or miscoding of any leave type, the district is authorized to make the corresponding payroll adjustment/deduction.

Article 15 — 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 their sick leave account.
 3. Sick leave bank benefits shall be coordinated with Worker's Compensation benefits, PERS disability benefits, District long-term disability, and the employee's short-term disability. Sick leave bank hours may not be used in lieu of available disability benefits. Use of sick leave bank hours shall cease on the first day that the short-term or 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 E.
- 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 16 — 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 for 2023-2024 are as follows.

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Spouse + Children
2023-24	\$658.00	\$1,436	\$1,268	\$2,050

The 2023-2024 tiered insurance cap allocations were determined by taking the combined monthly tiered premiums for the lowest non-HSA eligible Moda Medical plan, the second highest Delta Dental Plan and the second highest Vision plan. The same methodology will be used for the determining the 2024-2025 cap allocations, but the overall average cap increase for the four tiers will not exceed 5.0%.

Note: Reopener for Insurance for 2025-2026 and 2026-2027.

- 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. Employees enrolling in high deductible plans with associated Health Savings Accounts (HSAs) will have any excess cap amounts placed in an HSA.
- E. 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.
- F. 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 the Human Resources department.
- G. Licensed employees who complete their contract period shall receive monthly insurance cap contributions toward 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 toward enrollment in insurance benefits available via this Agreement only through the last day of the month in which they terminate their employment.

- H. 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 toward 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 toward 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 toward insurance benefits available via this Agreement only through the last day of the month in which he/she terminates employment.

- I. 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 17 — Salaries and Wages

A. Salary Schedules

1. Classified employees, other than Instructional Assistants and Sign Language Interpreters, at the top step or hired after January 31, 2011 shall be paid according to Appendix A-2 (2023-24) and Appendix A-3 (2024-2025).
2. Instructional Assistants shall be paid according to Appendix B-2 (2023-2024) and Appendix B-4 (2024-2025).
3. Licensed employees at the top step or hired after January 31, 2011 shall be paid according to
4. Appendix C-2 (2023-2024) and Appendix C-4 (2024-2025).
5. Professional employees shall be paid according to Appendix D-2 (2023-2024) and Appendix D-3 (2024-2025).
6. Licensed employees hired on or before January 31, 2011, that will not be at the top step on July 1, 2023 will be placed on the “compressed” salary schedule C-3 (2023-2024), or C-5 (2024-2025) 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 (~~B-2, B-4~~, C-2, C-4).

6. Interpreter training [Insert New Language]

Commented [2]: Language?

7. 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 (2019-2020) and Appendix C-4 (2020-2021) according to their education and applicable experience multiplied by the employee’s assigned work calendar.

8. 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).

9. 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.
10. The work year for rural instructional assistants includes 3 days, which at the teacher's discretion, may be worked when the Life Skills Education Program student is absent.
11. 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.
12. 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.
13. Bilingual employees of MEP and bilingual Desktop Technician will receive at least a 2% annual stipend based on their current salary.

B. Wages

1. Salary schedules will be increased by 5% for 2023-2024 and 4.5% for 2024-2025.
2. For the 2025-2026 and 2026-2027 work years salaries and wages will be reopened.

C. Mileage Reimbursement

1. District employees with assignments that require them to travel are entitled to reimbursement for vehicle mileage at the prevailing IRS rate. 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

D. Remote Location Pay

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 Blachly, Mapleton, McKenzie, Oakridge or Siuslaw 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 in

	2023-2024	2024-25
Blachly	\$540	\$564
Mapleton	\$2,200	\$2,299
McKenzie	\$2,400	\$2,508
Oakridge	\$2,600	\$2,717
Siuslaw	\$4,400	\$4,598

These rates will change (generally increase) by the amount of the percentage increase of the salary schedules each July 1st.

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. 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.

E. 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.

F. 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.

G. 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)).

H. Career Recognition

Bargaining unit members are eligible for a district paid TSA contribution in acknowledgement of years of services as follows:

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

- Seventeen (17) years will receive a \$120 per month TSA

The number of TSA installments is based on length of contract as follows:

215 days or less	10 payments
216-237 days	11 payments
238-260 days	12 payments

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 retroactively, nor contributed until the employee has completed the above requirements.

I. 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.

J. Tuition Reimbursement

1. 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. Requests for reimbursement will be reviewed by the member's supervisor. A Tuition Reimbursement Committee, comprised of bargaining unit members, will be appointed to determine criteria and process for reimbursement.

2. The District will provide tuition support for graduate level coursework toward licensure and hard to fill positions. The District will provide up to \$26,500 per calendar year with a \$5,250 max per employee per fiscal year. The District will pay the university directly.

K. Referral Bonus- move MOU language here

Commented [3]: MOU Language

Article 18 — 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 will complete the full application process; letters of reference will be considered optional for internal applicants.

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. Classified employees hired to positions in a higher classification range will be placed on the new salary schedule with applicable credit for experience. However, if the employee's pay rate at the previous range/step placement exceeds the step placement on the new salary range, the employee will remain at the higher pay rate until the pay rate at the new step placement converges.
- 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 **October** 15th of the current school

year and results in an increase of over **twenty-five (25)** 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.

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Article 19 — Complaints

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

- A. 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.
- B. Oral complaints will not be considered unless the complaint is regarding alleged activities that violate the law or District policy.
- C. 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.
- D. 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.
- E. 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 20 — 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 toward 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.

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Article 21 — 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.

In the event that a component district does not make up work days lost due to inclement weather, the District will schedule make up days either at the end of the school year or on non-contract days. This may include assigning affected classified employees to other work locations or mandatory trainings to avoid or minimize pay deductions.

- 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. Staff members assigned to the State Hospital will follow the Junction City 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.

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Article 22 — Duration of Agreement

- A. This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2027. 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 2027, with the exception of negotiations in March 2024 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 Superintendent.

LANE COUNTY EDUCATION ASSOCIATION

LANE EDUCATION SERVICE DISTRICT

By: _____
LCEA Co-President

By: _____
Lane ESD Superintendent

By: _____
LCEA Co-President

Date: _____

Date: _____

**Appendix A-1
Classified Position List
2022-2023**

Range	Work Calendar	Position
A		No current positions at this range
B	260	Program Assistant - Accounting
C	260	Evening Custodian
	235	Community Outreach Facilitator
	260	Program Assistant - Special Education
D	159	Courier Driver
	260	Custodian
	220	Employment Support Facilitator
	260	Maintenance Technician
	260	Program Assistant - HR Substitutes
	220	Program Assistant - School Improvement, Career/Technical Education
	210	Program Assistant - School Improvement/Workshop Registration
	210	Program Assistant-WREN
260	Project Assistant - School Improvement	
E	260	Peer Support Specialist
	210	Program Assistant-Lane School
	220	Program Assistant-School Improvement, Career/Technical Education (grandfathered 07-08)
	260	Program Assistant - Title Programs
	260	Program Assistant- Migrant Education/Records Management
	260	Graduation Support and Community Outreach Facilitator, Migrant Education
	260	Family Engagement and Community Outreach Facilitator, Migrant Education
210	Youth Transition Facilitator -YTP	
F	260	Desktop Support Technician -Bilingual
	260	Human Resources Specialist
G	260	Accounting Specialist
H	260	Graduation Support Facilitator, Migrant Education
	260	Program Assistant - Home School/Attendance/School Improvement
I	260	Data and Community Outreach Lead - Migrant Education Program
	260	Student Engagement and Community Outreach Facilitator, Migrant Education
J	260	Program Assistant - Technology
K		No current positions at this range
L		No current positions at this range
M		No current positions at this range
N		No Current positions at this range

Appendix A-2
2023-2024
Classified Salary Schedule
Hourly Rate

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	15.91	16.62	17.38	18.17	18.98	19.85	20.74	21.67	22.65
B	16.62	17.38	18.17	18.98	19.85	20.74	21.67	22.65	23.66
C	17.38	18.17	18.98	19.85	20.74	21.67	22.65	23.66	24.74
D	18.17	18.98	19.85	20.74	21.67	22.65	23.66	24.74	25.85
E	18.98	19.85	20.74	21.67	22.65	23.66	24.74	25.85	27.03
F	19.85	20.74	21.67	22.65	23.66	24.74	25.85	27.03	28.22
G	20.74	21.67	22.65	23.66	24.74	25.85	27.03	28.22	29.49
H	21.67	22.65	23.66	24.74	25.85	27.03	28.22	29.49	30.82
I	22.65	23.66	24.74	25.85	27.03	28.22	29.49	30.82	32.21
J	23.66	24.74	25.85	27.03	28.22	29.49	30.82	32.21	33.65
K	24.74	25.85	27.03	28.22	29.49	30.82	32.21	33.65	35.19
L	25.85	27.03	28.22	29.49	30.82	32.21	33.65	35.19	36.77
M	27.03	28.22	29.49	30.82	32.21	33.65	35.19	36.77	38.42
N	28.22	29.49	30.82	32.21	33.65	35.19	36.77	38.42	40.15

Appendix B-1
2022-23
Instructional Assistant Work Calendar

Contract Days	Position
186	Creswell Elementary Assignment
187	Creswell Middle Assignment
187	Eugene- Elementary Assignment
185	Eugene- Middle School Assignment
186	Eugene- High School Assignment
189	Westmoreland (Lane School & Transition Classrooms) Assignment
189	South Lane Assignment
190	Springfield- Elementary Assignment
186	Springfield- Middle/High School Assignment

Appendix B-2
2023-2024
Instructional Assistant Salary Schedule
Hourly Rate

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
18.49	19.10	19.73	20.37	21.04	21.74	22.44	23.17	23.93

Appendix C-1

2022-23

Licensed Length of Work Calendar

Contract Days	Position
191-192	Creswell Assignment
228	Detention Education Assignment
193	Eugene 4J Assignment
116	Library/Media Services
194	Martin Luther King Education Center Assignment
230	School Improvement, Continuous Improvement & Design
219	School Improvement, CTE Assignment
230	School Improvement, LAABSS Assignment
230	School Improvement, Language Arts/Social Studies
07	School Improvement, STEM Assignment
260	School Improvement, WREN Assignment
230	School Improvement, WREN Continuous Improvement Coach
207	School Improvement, Social and Emotional Learning
191	South Lane Assignment
191-193	Special Education Consultants and Specialists
192-194	Springfield Assignment
228	State Hospital Assignment
193	Westmoreland (Lane School & Transition Classroom) Assignment

Appendix C-2
2023-2024 Licensed Salary Schedule
Annual salary is calculated based on a 193 day assignment

Step		BA	BA+45	BA+60	BA+75	BA+110	PhD
					MA	MA+45	
1	Daily	229.61	239.96	245.13	250.27	270.95	293.93
1	Annual	44,315	46,312	47,310	48,302	52,293	56,728
2	Daily	239.96	250.27	255.47	260.64	282.44	305.41
2	Annual	46,312	48,302	49,306	50,304	54,511	58,944
3	Daily	250.27	260.64	265.78	270.95	293.93	316.88
3	Annual	48,302	50,304	51,296	52,293	56,728	61,158
4	Daily	260.64	270.95	276.71	282.44	305.41	328.37
4	Annual	50,304	52,293	53,405	54,511	58,944	63,375
5	Daily	270.95	281.31	287.61	293.93	316.88	339.85
5	Annual	52,293	54,293	55,509	56,728	61,158	65,591
6	Daily	281.31	291.64	298.53	305.41	328.37	351.34
6	Annual	54,293	56,287	57,616	58,944	63,375	67,809
7	Daily	291.64	301.95	309.41	316.88	339.85	362.81
7	Annual	56,287	58,276	59,716	61,158	65,591	70,022
8	Daily	301.95	312.29	320.34	328.37	351.34	374.28
8	Annual	58,276	60,272	61,826	63,375	67,809	72,236
9	Daily	312.29	322.64	331.23	339.85	362.81	385.77
9	Annual	60,272	62,270	63,927	65,591	70,022	74,454
10	Daily	322.64	332.97	342.16	351.34	374.28	397.27
10	Annual	62,270	64,263	66,037	67,809	72,236	76,673
11	Daily	332.97	343.32	353.05	362.81	385.77	408.74
11	Annual	64,263	66,261	68,139	70,022	74,454	78,887
12	Daily	343.32	353.64	363.97	374.28	397.27	420.22
12	Annual	66,261	68,253	70,246	72,236	76,673	81,102
13	Daily	353.64	363.97	374.86	385.77	408.74	431.70

Appendix C-2
2023-2024 Licensed Salary Schedule
Annual salary is calculated based on a 193 day assignment

13	Annual	68,253	70,246	72,348	74,454	78,887	83,318
14	Daily	363.97	374.28	385.78	397.27	420.22	443.18
14	Annual	70,246	72,236	74,456	76,673	81,102	85,534
15	Daily	363.97	384.63	396.69	408.74	431.70	454.66
15	Annual	70,246	74,234	76,561	78,887	83,318	87,749
16	Daily	363.97	384.63	402.41	420.22	443.18	466.15
16	Annual	70,246	74,234	77,665	81,102	85,534	89,967

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Appendix C-3

2023-2024 Licensed Salary Schedule ** Compressed **

Annual salary is calculated based on a 193 day assignment

Step		BA	BA+45	BA+60	BA+75	BA+110	PhD
					MA	MA+45	
1	Daily	229.61	239.96	245.13	250.27	270.95	293.93
1	Annual	44,315	46,312	47,310	48,302	52,293	56,728
2	Daily	239.96	250.27	256.26	261.44	283.28	306.22
2	Annual	46,312	48,302	49,458	50,458	54,673	59,100
3	Daily	250.27	260.64	267.40	272.62	295.56	318.54
3	Annual	48,302	50,304	51,608	52,616	57,043	61,478
4	Daily	260.64	270.95	279.08	284.91	307.88	330.83
4	Annual	50,304	52,293	53,862	54,988	59,421	63,850
5	Daily	270.95	281.31	290.77	297.23	320.18	343.14
5	Annual	52,293	54,293	56,119	57,365	61,795	66,226
6	Daily	281.31	291.64	302.43	309.52	332.50	355.45
6	Annual	54,293	56,287	58,369	59,737	64,173	68,602
7	Daily	291.64	301.95	314.13	321.80	344.80	367.75
7	Annual	56,287	58,276	60,627	62,107	66,546	70,976
8	Daily	301.95	312.29	325.82	334.11	357.07	380.04
8	Annual	58,276	60,272	62,883	64,483	68,915	73,348
9	Daily	312.29	322.64	337.50	346.41	369.38	392.33
9	Annual	60,272	62,270	65,138	66,857	71,290	75,720
10	Daily	322.64	332.97	349.17	358.71	381.68	404.63
10	Annual	62,270	64,263	67,390	69,231	73,664	78,094
11	Daily	332.97	343.32	360.86	371.03	393.99	416.93
11	Annual	64,263	66,261	69,646	71,609	76,040	80,467
12	Daily	343.32	353.64	372.54	383.30	406.29	429.25
12	Annual	66,261	68,253	71,900	73,977	78,414	82,845

Appendix C-3

2023-2024 Licensed Salary Schedule ** Compressed **

Annual salary is calculated based on a 193 day assignment

13	Daily	353.64	363.97	384.23	395.60	418.58	441.54
13	Annual	68,253	70,246	74,156	76,351	80,786	85,217
14	Daily	363.97	374.28	395.91	407.91	430.88	453.84
14	Annual	70,246	72,236	76,411	78,727	83,160	87,591
15	Daily	363.97	384.63	402.41	420.22	443.18	466.15
15	Annual	70,246	74,234	77,665	81,102	85,534	89,967
16	Daily	229.61	239.96	245.13	250.27	270.95	293.93
16	Annual	44,315	46,312	47,310	48,302	52,293	56,728

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Appendix D-1

2023-24

Professional Position List

Range	Work Calendar	Position
A		No positions currently at this range
B		No positions currently at this range
C		No positions currently at this range
D		No positions currently at this range
E	230	Student Success Navigator, LAABSS Grant
	230	Coordinator, CTE Program of Study
F	260	Coordinator, Lane STEM
	260	Communications Coordinator
	230	Project Coordinator
	210	Youth Transition Program Coordinator/District Facilitator
G	260	Early Childhood Parent Educator, Migrant Education
H	260	Grants Coordinator
	230	Data Coordinator
	260	Data and Evaluation Coordinator
I	260	Systems Administrator Trainee
J	260	Systems Administrator
K	260	Systems Engineer Trainee
		Database Administrator
L	260	Cybersecurity Engineer Trainee
	260	Systems Engineer
M	260	Cybersecurity Engineer

**Appendix D-2
Professional Salary Schedule
2023-2024**

Rang e		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	Daily	161.78	169.03	176.63	184.62	192.92	201.57	210.59	220.09	229.97
A	Annua l	42,063	43,948	45,924	48,001	50,159	52,408	54,753	57,223	59,792
B	Daily	169.87	177.49	185.48	193.85	202.61	211.71	221.21	231.18	241.64
B	Annua l	44,166	46,147	48,225	50,401	52,679	55,045	57,515	60,107	62,826
C	Daily	178.33	186.32	194.70	203.45	212.57	222.16	232.14	242.58	253.49
C	Annua l	46,366	48,443	50,622	52,897	55,268	57,762	60,356	63,071	65,907
D	Daily	187.27	195.74	204.58	213.80	223.39	233.45	243.99	254.98	266.45
D	Annua l	48,690	50,892	53,191	55,588	58,081	60,697	63,437	66,295	69,277
E	Daily	196.68	205.53	214.74	224.42	234.49	245.02	256.02	267.50	279.54
E	Annua l	51,137	53,438	55,832	58,349	60,967	63,705	66,565	69,550	72,680
F	Daily	206.55	215.87	225.55	235.70	246.33	257.45	269.01	281.14	293.84
F	Annua l	53,703	56,126	58,643	61,282	64,046	66,937	69,943	73,096	76,398
G	Daily	216.90	226.67	236.84	247.45	258.57	270.24	282.37	295.06	308.31
G	Annua l	56,394	58,934	61,578	64,337	67,228	70,262	73,416	76,716	80,161
H	Daily	227.71	237.96	248.69	259.89	271.55	283.77	296.56	309.93	323.84
H	Annua l	59,205	61,870	64,659	67,571	70,603	73,780	77,106	80,582	84,198
I	Daily	239.10	249.82	261.10	272.85	285.18	297.97	311.42	325.45	340.11
I	Annua l	62,166	64,953	67,886	70,941	74,147	77,472	80,969	84,617	88,429
J	Daily	251.04	262.32	274.18	286.49	299.38	312.84	326.94	341.62	356.95

J	Annual	65,270	68,203	71,287	74,487	77,839	81,338	85,004	88,821	92,807
K	Daily	263.54	275.39	287.82	300.79	314.34	328.46	343.22	358.63	374.82
K	Annual	68,520	71,601	74,833	78,205	81,728	85,400	89,237	93,244	97,453
L	Daily	276.72	289.14	302.11	315.76	329.95	344.82	360.33	376.51	393.44
L	Annual	71,947	75,176	78,549	82,098	85,787	89,653	93,686	97,893	102,294
M	Daily	290.55	303.62	317.26	331.55	346.50	362.11	378.40	395.42	413.20
M	Annual	75,543	78,941	82,488	86,203	90,090	94,149	98,384	102,809	107,432

Annual rate based on 260 day work year.

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Appendix E-1
2023-2024
Interpreter Salary Schedule
Hourly Rate

Step	Trainee	Interpreter		Trilingual		Lead	
	BA	BA	MA	BA	MA	BA	MA
1	26.48	28.70	31.28	29.70	32.37	30.85	33.63
2	27.53	30.00	32.58	31.05	33.72	32.25	35.02
3	28.56	31.28	33.87	32.37	35.06	33.63	36.41
4	-	32.58	35.31	33.72	36.55	35.02	37.96
5	-	33.87	36.74	35.06	38.03	36.41	39.50
6	-	35.16	38.18	36.39	39.52	37.80	41.04
7	-	36.46	39.61	37.74	41.00	39.19	42.58
8	-	37.74	41.05	39.06	42.49	40.57	44.13
9	-	39.04	42.48	40.41	43.97	41.97	45.67

Appendix F

ADDENDUM TO 2023-2027 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.

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LANE EDUCATION SERVICE DISTRICT

1200 Highway 99 North
Eugene, OR 97402

541.461.8200
541.461.8298 [Fax]

www.lesd.k12.or.us

EQUITY COMMITMENT LEADERSHIP COLLABORATION INTEGRITY

Memorandum of Understanding

The LANE EDUCATION SERVICE DISTRICT Board of Directors (hereinafter referred to as "District") and LANE COUNTY EDUCATION ASSOCIATION (hereinafter referred to as "Association") hereby agree to the following in relationship to the implementation of an "Opt-Out" medical insurance option during the 2023-24 Benefit year, starting October 1, 2023, and ending September 30, 2024.

- 1. Employees who are eligible for benefits may "Opt-Out" of medical, dental and vision insurance coverage and receive a monthly financial incentive of \$300 from Lane ESD under the following conditions:
a. The employee and their eligible dependents MUST have other employer-sponsored group coverage to "Opt-Out".
b. Participation or enrollment in Individual Marketplace Coverage, Oregon Health Plan, Medicaid, Veterans' Administration Benefit Programs, or Student Health Insurance, does NOT qualify for OEBCB "Opt-Out", therefore are not eligible to receive financial incentive.
c. Employees who "Waive" are not eligible to receive financial incentive regardless of whether or not they have other medical coverage.
d. The employee must provide proof of other equivalent group coverage within 5 business days of signing the "Opt-Out" form or the "Opt-Out" will not be in effect.
2. Employees who "Opt-Out" of medical coverage will not be eligible for Lane ESD's Employee Health Plan Monthly Premium Share.
3. Employees may elect to enroll themselves and their dependents in the following coverages at their own expense: Dental and/or Vision plus optional insurance such as additional Life Insurance, additional Accidental Death and Dismemberment Insurance, Long-Term Care Insurance, or Short Term Disability.
4. Lane ESD will continue to provide Basic Life Insurance, Accidental Death and Dismemberment Insurance and Long-Term Disability Insurance.
5. In the event of voluntary resignation or termination, the monthly "Opt-Out" financial incentive is subject to proration based on termination date (e.g. if employment ends on the 15th of the month, the employee would be eligible for 50% of the monthly incentive).

EXCEPT as modified in this Memorandum of Understanding, the 2023-27 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Association has this Memorandum of Understanding to be signed by its President and Negotiations Chair, and the District has caused this Memorandum of Understanding to be signed by its chairperson, on the dates indicated.

LANE COUNTY EDUCATION ASSOCIATION

LANE EDUCATION SERVICE DISTRICT

BY: _____
Co-LCEA President

BY: _____
Superintendent

BY: _____
Co-LCEA President

DATE: _____

DATE: _____

BOARD AND SUPERINTENDENT WORKING AGREEMENTS

August 1, 2023

Purpose:

The Board of Directors is the educational policy making body for Lane ESD. To fulfill the District's mission the Board and Superintendent must function together as a leadership team. To ensure unity among team members, effective group agreements must be in place. The following are the group agreements for the Board and Superintendent.

Governance Principles:

1. Working with members of the Board and the Superintendent in a cooperative and collaborative partnership aligned toward a common mission.
2. Focus on policy making, planning and evaluation, rather than day-to-day operations.
3. Recognize and respect the Superintendent's responsibility to manage the district and to direct employees in district matters.
4. Make decisions as a whole Board only at properly called meetings. Board members recognize that individual members have no authority to take individual action in policy or district and administrative matters.
5. Support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.
6. Actively solicit input, listen to all perspectives and give careful consideration to all issues. We will operate as representatives and make decisions in the best interest of the whole district.
7. Value the role we play in the community and represent the district, when possible, by attending community functions.

Meeting Operational Agreements:

1. Board members may request the board chair place an item on the meeting agenda in a timely manner (at least seven days prior to a meeting).
2. Uphold the legal requirement for confidentiality on all matters arising from the Board meeting Executive Session.
3. Start our meetings on time.
4. Attend regularly scheduled Board meetings unless a situation occurs that makes attendance impossible.
5. Cooperate in scheduling special meetings and/or work sessions for planning and training purposes.
6. Cast a vote on all matters except when a conflict of interest arises.

7. In general practice, items are first placed on a meeting agenda for discussion and action is taken at the subsequent meeting, except in cases of emergency or critical time considerations.

Communication Agreements:

1. Communicate directly with the Superintendent when a question arises, or a concern is voiced by a staff member, student, parent, or community member.
2. Whenever possible, communicate directly with the Superintendent or Board Chair prior to meetings of the Board to identify questions and /or concerns about agenda items so that the Board Chair and superintendent can prepare for the meeting discussion.
3. Communicate directly with the Superintendent or Board Chair prior to raising new issues or concerns at Board meetings or in other arenas (e.g. inservices, meetings).
4. When an individual concern arises with the Superintendent or other Board member communicate directly with that person, as appropriate. Communicate with the Chair or Superintendent about concerns with Board process.
5. A Board member with a routine question should first consider going to the Chair or the Superintendent. A Board member who desires staff assistance beyond routine inquiry should first raise the issue/question with the Superintendent. The Superintendent should decide whether to proceed before staff time is allocated.
6. No individual Board member, other than the Board Chair or designee, has the authority to speak for the entire Board. Individual Board members may always share their individual viewpoint but must clarify that they are speaking for themselves, rather than the entire Board.

Annual Planning and Evaluation:

1. Set priorities as a Board for Board professional development.
2. Participate in establishing annual expectations of the board and self-assessment of the Board's performance.
3. Participate in establishing annual expectations and goals for the Superintendent.
4. Objectively evaluate the Superintendent's performance and provide appropriate feedback.

Orientation of New Board Members:

1. Assure timely orientation of new Board members.

Role of the Board Chair:

1. Recognize the role of the Chair to speak for, and about, the Board to describe the Board's process, decisions and positions. Recognize the role of the Chair to convene meetings and execute documents, as appropriate.

2. Recognize the role of the Chair and Vice Chair to meet regularly with the Superintendent to develop the agenda and determine whether an item should be scheduled for action or future action, to provide input on information needed by the Board for decision-making, to plan meeting processes, and to distribute assignments.
3. Ensure that information exchanged with the Superintendent is shared with all Board members via Board meeting agenda materials.

Expectations of the Superintendent:

1. Function together as a team with Board members.
2. Respect and acknowledge the Board's role in setting policy and overseeing the performance of the Superintendent.
3. Work with the Board to establish a clear vision for the district.
4. Prepare preliminary goals annually for the Board's consideration.
5. Provide data to the Board members so that data driven decisions can be made.
6. Possess a working knowledge of all legal and local policies.
7. Inform the Board of all critical information including relevant trends, anticipated adverse media coverage, or critical external or internal change.
8. Work with the Chair and/or Vice Chair to effectively bring issues and information to the Board.
9. Communicate with Board members promptly and effectively.
10. Electronically distribute the Board agenda in a timely manner (at least 5 calendar days prior to the board meeting).
11. Respect the confidentiality requirement of Board meeting Executive Sessions.
12. Treat all Board members professionally and respectfully.
13. Represent the district by being visible in the community.
14. Provide follow-up information to Board members on concerns and issues they have referred to the Superintendent--close the loop.



Overcoming barriers to education through technology

📍 1200 Hwy 99N Eugene OR 97402 🌐 www.lesd.k12.or.us ✉ it@lesd.k12.or.us ☎ 541.461.8351

Eduroam

We continue to work with Link Oregon, Internet 2, and Eduroam to overcome the challenges of providing access to our staff and students. Our latest challenges involve the Eduroam platform currently does not support multifactor authentication. This is a considerable challenge as cybersecurity insurance will require this on all our systems by April 2024.

Firewall Replacement

After thorough consideration, we have moved firewall vendors and saved the agency \$80,000 for a superior product.

Switch/Router infrastructure redesign

After re-evaluating our needs and those of the district, we have chosen vendors for the entire network. We are working through our purchasing options and timelines now.

Project Management Training

One IT staff member has completed the course and received certification. Three additional staff are working through the class currently.

The Standard

HR is leading this project to meet the new state requirements for OFLA and FLMA. IT is supporting this project through the creation and secure transfer of information of the required upload files.

HOPE Factory

This is a CTE project that involves St. Vinny's De Paul and the creation of modular homes. IT is supporting this project by ensuring that the staff and students have all of the technology necessary for this project to be a success. One of the challenges we are working on is providing the student's internet access maintains the correct standards and compliance levels.

Aug 1, 2023

Special Education Report to the Board
Sue Mathisen, Director of Special Education

Administrative Team

Several Special Education Program Supervisors left Lane County to take positions in other districts. Three new Program Supervisors have joined the team. Annie Draeger will be supervising the Life Skills High School classrooms and the Intensive Services Program at Fox Hollow. Annie D is from Chicago and recently completed her PhD in Special Education at the University of Oregon. She has many years of experience as a Special Education Teacher in highly specialized programs. Jarrod Norris will be supervising the Life Skills Middle School classrooms and the Speech/Language Pathologists Team. Jarrod joins us from Arizona where he served as a Special Education Teacher, an Instructional Coach and most recently, as an Elementary Assistant Principal. Sara Izzard will be supervising the Life Skills Transition Program and the Youth Transition Program. Sara is from Washington and is completing her PhD at the University of Oregon. She has many years of Special Education teaching experience and has also served as an Instructional Coach and as an Assistant Principal.

Our School Improvement Team | Board Report | 08.01.23

Summer Offerings for Youth:

The fifth annual Migrant Education Program Summer School provided learning opportunities to 250 students ranging from pre-K to 8th grade for three weeks in July. 40 high school students worked as volunteers, enriching the program tremendously, and 5 binational teachers came from Mexico to provide instructional support to the program. In addition to core subjects, students participated in culturally enriching and identity affirming learning experiences. More to come during the MEP Summer School formal presentation!

The Lane African American Black Student Success Program offered two summer experiences for youth in Lane County. In partnership with Springfield School District, a weeklong digital arts camp was taught by CTE teacher Michael Klindt. The course was met with lots of interest and enthusiasm and we hope to offer more opportunities like this next summer. In addition, our team partnered with [Back2Youth](#) (a local non-profit organization founded by former AABSS navigator Niles Mittach) to provide a weeklong outdoor-based summer camp for students to explore natural areas in our region while focusing on health, wellness, and resiliency.



Julie Simmonds <jsimmonds@lesd.k12.or.us>

Board member report Rose Wilde

1 message

Rose Wilde <rwilde@lesd.k12.or.us>

Tue, Aug 1, 2023 at 12:19 PM

To: Julie Simmonds <jsimmonds@lesd.k12.or.us>, Tony Scurto <tscurto@lesd.k12.or.us>, Linda Hamilton <lhamilton@lesd.k12.or.us>

Good morning,

This summer I participated in both LAABSS and Migrant Education Program graduation events. Both were well-attended, celebratory events that brought each community of families together for ceremony and great food. Kudos to the staff who gave their time and energy to host both of these events.

I also enjoyed the tour hosted by St. Vincent de Paul of the new manufactured home construction facility, the HOPE Factory, which will host a Lane ESD CTE classroom and produce 100s of high quality housing units a year. Senator Merkley spoke of making changes in housing legislation to improve the ability of mobile home park residence to finance purchase not only of their homes, but also the land they occupy.

Submitted by Rose Wilde, August 1, 2023

Lane AABSS Gala:

Myself, and rest of the Lane Foundation Committee- Vaness Truett, Carol Dennis and Kristen Hutchinson attended the Lane AABSS Gala Fundraiser on June 25th. The purpose of the event was to raise funds for scholarships for AABSS students. Our Foundation sponsored the very delicious drinks that were served- all non alcoholic .

The event theme was Carnival, and we wore masks and dressed up. Many community organizations sponsored tables. An excellent band played while we ate. This was followed by speeches from community leaders, a live auction and awards ceremony. It was certainly a very grand event . Irene Rasheed reported to me that the event raised \$52,000 and also received \$22.5 in kind donations.

Mercado:

I attended the Migrant Education Program Mercado Event on Thursday July 27th, celebrating the end of summer school. At the "mercado" there displays of all the children's wonderful work . The theme " Welcome to Mexico" included many Monarch themed projects. There were also projects that explored electricity and animals. I met both of the international teachers from Mexico as well as other teachers from the summer program . We can certainly be proud of the spectacular program Ana Quintero-Arias and other teachers run.

EQUITY AND COMMUNITY CONSORTIUM (ECC)

FIRST FRIDAY

**HOSTED BY:
THE CITY OF EUGENE
& LANE COUNTY
(ON BEHALF OF THE ECC)**



**IN PARTNERSHIP WITH:
OUR LOCAL NAACP**



NAACP
Eugene ~ Springfield Branch
www.NAACPEugene.org



AUGUST 4, 2023
4:30 PM - 7:00 PM



Mims House
330 High St., Eugene, OR 97401
(Street parking available)


Join us as we highlight & celebrate Black Business Month (August)

- Learn about the historic Mims house & NAACP
- Free food & entertainment
- Networking & experience community
- Free professional headshots (come dressed if interested)
- Family-friendly environment



Different ECC partner agencies sponsor events for Communities of Color And Allies Network (CCAN).

Goal: Create a safe space that fosters friendship and networks for people of color, social justice allies, and equity workers in the local area.

Contact:  Latiffe Amado
latiffe.amado@lanecountyor.gov

Sign up for ECC announcements:



<http://bit.ly/41CrYFV>



EQUITY AND COMMUNITY CONSORTIUM (ECC)
& COMMUNITIES OF COLOR & ALLIES NETWORK (CCAN)

PRESENTS: **FIRST FRIDAYS**

HOSTED BY: THE CITY OF EUGENE & LANE COUNTY (ECC)
+ IN PARTNERSHIP WITH THE LOCAL NAACP



AUGUST 4, 2023

4:30 PM - 7:00 PM



Mims House (Street parking available)

330 High St., Eugene, OR 97401

- LEARN ABOUT THE MIMS HOUSE & NAACP
- FREE FOOD & ENTERTAINMENT
- NETWORKING
- FREE PROFESSIONAL HEADSHOTS
- FAMILY-FRIENDLY ENVIRONMENT
- ALL ARE WELCOME

celebrate

**Black Business Month
(August)**

**For more
information:**



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latiffe.amado@lanecountyor.gov

