

COLLECTIVE BARGAINING AGREEMENT

Between the

The Lighthouse School

and the

**OREGON SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 160**



2024-2027

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Preamble

This Agreement is entered into between The Lighthouse School ("School" or Board) and the Oregon School Employees Association (OSEA), Chapter 160 ("Association").

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for employees included in the bargaining unit.

Article 1 - Recognition

- A. The School recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours and working conditions of the employees in the bargaining unit certified by the National Labor Relations Board (NLRB) as being an appropriate collective bargaining unit.
- B. The collective bargaining unit consists of:
 - 1. All full-time and regular part-time TSPC (Teacher Standards and Practices Commission)-licensed employees and other charter registered teachers; and
 - 2. All full-time and regular part-time hourly (non-exempt) employees, except as specifically excluded in Section 1.C below.
- C. Specifically excluded from the collective bargaining unit are all substitute employees, temporary employees, bookkeepers, confidential employees including office personnel and administrators, as defined by the National Labor Relations Act (NLRA).
- D.
 - 1. Regular Employee: Employees employed by the School who do not meet the definition of temporary, substitute, or part-time as outlined below.
 - 2. Part-time Employee: Employees who are employed by the School to work twenty (20) hours but fewer than thirty (30) hours per week.
 - 3. Temporary Employee: Employees who are employed by the School for a specific job or for a specific period of time not to exceed ninety (90) working days. Temporary employees will not be used to permanently replace a regular or part-time employee.
 - 4. Substitute Employee: Irregular employees who are engaged by the School to temporarily replace a regular or part-time employee who is absent. Substitute employees will not be used to permanently replace a regular or part-time employee.

Article 2 - Management Rights

The School reserves unto itself all rights, powers and privileges inherent in it or conferred upon it by the law. These rights, powers and privileges are limited by express provisions of this Agreement, State and Federal law and the National Labor Relations Act "NLRA".

Article 3 - Association Rights

A. Use of School Facilities

1. Building

Except as regulated by the NLRA, the Association and its representatives shall have the right to utilize the School building for the purpose of conducting Association business provided this use is requested and approved in advance by the Director, or designee and does not interfere with any School-scheduled program, activity or use. Access beyond regular Association meetings shall be approved in the same manner and will be subject to the same costs that apply to members of the public and community organizations.

2. Equipment

The Association shall be permitted to use school facilities and equipment, including, but not limited to, phones, email, computers, photocopiers (and other duplicating equipment) and audio-visual equipment at reasonable times when this equipment is not otherwise in use. Equipment use must be requested and approved in advance by the Director or designee and consistent with the School's equipment use policies. The Association shall pay for the actual cost of all materials and supplies incidental to equipment use and for any repairs necessary as a result of equipment misuse.

3. Bulletin Board

The School shall make available for the exclusive use of the Association a bulletin board for the purpose of communicating with bargaining unit employees. The School and the Association shall mutually agree upon the location of this bulletin board.

4. Mailboxes

The Association shall have the right to use the School mailboxes for the purpose of distributing communications to bargaining unit employees.

B. Association Business

1. Designated Association representatives shall be granted time at the end of the day on new employee orientations to provide information about the collective bargaining agreement (CBA) to newly hired bargaining unit employees without loss of employee compensation or other benefits.

2. With prior approval, granted at the sole discretion of the Director or designee and provided further such leave will not adversely affect the business needs of the

School, bargaining unit members may be granted a total of five (5) days of unpaid leave for Association business per year. This leave does not accumulate.

3. Whenever at the request of the School a bargaining unit member participates during working hours in negotiations, grievance proceedings or other labor relations matters, the employee shall suffer no loss in pay.
4. Bargaining unit members shall have the right to conduct union business on campus during school hours during their lunch or prep periods, provided that no sub coverage is required for employees to attend or participate and that such business does not interfere with the employee's regularly scheduled duties and the school's regular operations. The Association agrees to not conduct union business during scheduled duty coverage, staff, IEP, 504, PLC meetings or professional development trainings.

Article 4 - Association Dues

- A.
 - 1. The School agrees to deduct from the wages of each Association member the dues of the Association. Authorization shall be in writing by each employee on the form provided by the Association and the Association shall invoice the School for all dues.
 - 2. The School agrees to transmit the dues deducted with a check off list to the OSEA State Office by the (thirtieth) 30th of the month following payroll deduction.
- B. The Association agrees to hold the School harmless against any and all claims, suits, orders or judgments brought against the School as a result of complying with this Article and will pay any and all amounts awarded against the School including, but not limited to, damages, fees and fines. In addition, the Association will be responsible for any associated attorney fees and court costs incurred by the School related to any such action taken against the School concerning its application of this Article.

Article 5 - Calendar/Work Year

A. Calendar/Work Year

1. Calendar

It is recognized that the Board has the final authority to set the annual school calendar. Prior to the adoption of that calendar by the Board, the school and the Association Chapter President, who will represent their members as a whole, will work together to make recommendation(s) for Board consideration related to the annual school calendar for the upcoming school year. The recommendation(s) will be presented to the Board for its consideration no later than May 31, and a final calendar will be adopted no later than the normally scheduled Board meeting in August each year, provided this meeting occurs at least one (1) week prior to the start of the scheduled classes.

2. Work Year

- a. The contracted work year for licensed employees shall not exceed one hundred ninety-five (195) days, comprised of not more than the following:
 1. One hundred and seventy-two (172) instructional days;
 2. Two (2) half ($\frac{1}{2}$) days for a total of one (1) day for parent/teacher conference preparation;
 3. The equivalent of five (5) parent/teacher conference days;
 4. Five (5) in-service days and/or teacher work days;
 5. Three (3) professional development days; and
 6. Three (3) grading days; one of which to be scheduled at the end of each grading period.
- b. The School agrees to notify any affected employee and the Association Chapter President or their designee in writing of any School proposed change to the work year from the contracted days and full-time equivalent (FTE) given in the terms of employment provided to an employee in offer of employment or notice of renewal, no later than the normally scheduled Board meeting in August of each year, provided this meeting occurs at least one (1) week prior to the start of the scheduled classes.
- c. The following paid holidays shall be recognized by the Board when the holiday falls within the employee's work year:
 1. Labor Day (First Monday in September)
 2. Veterans' Day (November 11)

3. Martin Luther King, Jr. Day (Third Monday in January)
4. Presidents' Day (Third Monday in February)
5. Memorial Day (Last Monday in May)
6. New Year's Day (January 1)
8. Juneteenth National Independence Day (June 19)
9. Independence Day (July 4)
10. Indigenous Peoples' Day (formerly Columbus Day - Second Monday in October)

If any one of the above holidays falls on a Saturday it will be recognized on the Friday before; if on a Sunday, it will be recognized the Monday after.

Employees whose normally scheduled workday falls on a designated holiday shall be paid for the unworked holiday; however, such pay shall not exceed what the employee would have received if such day was not a designated holiday.

3. New Employees

Newly hired employees shall be scheduled two (2) additional paid days for Board directed training and/or orientation prior to the start of the work year.

B. Work day

1. The scheduled start and end times for all employees shall be determined by the Board and may vary depending on the needs of the School.
2. It is expressly understood that the terms 'exempt' and 'non-exempt' as used in this Article shall mean the same as such terms are defined by the Fair Labor Standards Act (FLSA).
 - a. Non-Exempt Employees
 - i. The regular workday for all non-exempt employees shall be eight (8) working hours and such employees shall receive meal and rest period in accordance with law.
 - ii. Time worked by a non-exempt employee beyond forty (40) hours per week shall be paid in accordance with law.
 - iii. Part-time employees shall not be required to attend meetings that are not contiguous with their workday. If such employees are required to attend and do attend meetings that occur beyond their normal workday, time attending such meetings shall be paid at the employee's regular hourly rate of pay.
 - b. Exempt Employees
 - i. All exempt employees shall receive a duty-free meal period of at least thirty (30) continuous uninterrupted minutes during the normal student day provided such employee is scheduled to work six (6) or more hours on any such day. It is understood that employees may

take their (10) ten-minute rest period during any of their two hundred and twenty-five (225) minutes of prep time.

- ii. If at the specific direction of the School Director, an exempt employee is required to attend a meeting before or after their normally scheduled work day, they shall receive a stipend equivalent to their hourly rate of pay for the number of minutes of such meeting. For the purposes of this calculation, the employee's hourly rate of pay shall be the employee's daily rate divided by eight.

C. Teacher Preparation

1. Each teacher shall be guaranteed a minimum of two hundred twenty-five (225) minutes of preparation time per week. On regular instructional days, no less than thirty (30) minutes of such preparation time shall be scheduled during the student contact day.
2. The preparation time for part-time teachers shall be prorated based on the employee's respective FTE allocation. The Director may assign more time, at their sole discretion, up to the limits in C.1.
3. Employees shall not be assigned or contracted to other duties during preparation time afforded in accordance with subparagraph C.1 above. If an employee is assigned by the Director to cover another class during their preparation time that is required by subparagraph C.1 above, such employee shall receive a stipend equivalent to their hourly rate of pay for the number of minutes of such missed preparation time. For the purposes of this calculation, the employee's hourly rate of pay shall be the employee's daily rate of pay divided by eight (8).
4. Each year the School may schedule classes for which classroom teachers are not assigned regular teaching duties. Occasionally, classroom teachers may have to cover those classes. After covering those classes three (3) times during a school year, a classroom teacher shall meet with the Director to discuss solutions.

Article 6 - Payroll Deductions

Authorizing Payroll Deductions:

Employees authorize the School to deduct monthly from their wages the following:

1. Association dues.
2. Association fair share payments in lieu of Association dues.
3. Required Premium Payments for medical, dental, & vision premiums
4. At the employee's written request, the School shall deduct any other insurance benefits.
5. Employees may request, in written form, additional deductions as they pertain to employment and fringe benefits.

Article 7 – Compensation

1. The salary schedule for each year of this Agreement is contained in Appendix A.

Salary schedules in Appendix A will remain in effect until or if Oregon’s Senate Bill 283 section 26 (Joint Task Force on Statewide Educator Salary Schedules) implements a statewide salary schedule for Oregon Schools. If employees suffer a loss in pay due to the State’s implementation of SB 283 section 26, OSEA will not hold the Board responsible for lost wages.

- a. Non-licensed/non-certified hourly staff will receive a step increase each year of the contract effective July 1st each year.
- b. Employees who hold a TSPC Teaching License or Charter Registry will move forward to the next step on their respective column according to their current educational degree as of August 1st each year.
- c. Charter Registry staff who complete their teaching degree will be moved to the respective column of “BA/BS” or “MA” effective the (1st) first of the month after they receive their degree and their salary will be prorated at the new level for the remainder of the year.
- d. After three (3) consecutive years of successful completion of performance reviews, TSPC Licensed and Charter Registry employees will be issued a two (2) year rolling teaching contract based on their annual evaluation. As used in this section “successful completion” shall be defined as scoring 80% or higher on the employee’s annual evaluation.
 1. For each subsequent year employees must continue to score 80% or higher on their annual evaluation.
 2. TLS is not obligated to ‘buy out’ any teaching contract when a teacher scores below 70% and is recommended for non-renewal.
 - a. In cases of non-renewal Article 14 will be followed.
 3. For employees hired August of 2020 or before, review of evaluation scores shall determine issuance of (1) one year or (2) two year contract beginning 2024/2025.

2. The Board reserves the right to deny a step increase for either of the following;

- a. Any formal evaluation that requires the employee to be on a plan of assistance, when the plan of assistance is not completed successfully, consistent with the procedures detailed in Article 13;
- b. If an employee enters Leave Without Pay beyond protected limits as provided in this Agreement or by applicable law for eighty (80) hours or more in a school year (July 1 - June 30).

Article 8 - Health Insurance

The School will contribute to health insurance premium costs as described in this Article.

A. Eligibility

The position/job must be for a minimum of thirty (30) or more hours per week to be eligible to participate in available health insurance plans.

B. Plan Selection

1. Prior to the selection of the School's insurance provider, the School and the Association President (or their designee), will review the insurance packages provided by the School's insurance broker.
2. The parties will review plan comparisons and provide feedback in a timely manner, so that the insurance broker can secure competitive rates within proper enrollment deadlines.
3. Association participants understand that this work will be conducted over the summer months and participation is voluntary and that TLS is not required to pay members for such participation.
4. The Board shall annually select the plans and plan deductibles based on the recommendations made, which will be available to employees in the bargaining unit.
5. Plan choices will be presented to the Board, within the timeline provided by the insurance broker, for consideration. The Board's decision is final.
6. The Association waives any obligation to bargain over the Board's decision or impact of that decision regarding plan and plan deductible selection.

C. 2024-2027 Health Insurance Premium Contributions

1. The School shall contribute the following monthly amounts towards each tier of premium costs for medical, pharmacy, dental and vision insurance:

Tier and Year	2024-2025	2025/2026	2026/2027
Employee Only	\$900.00	\$945.00	\$992.00
Employee & Spouse	\$1,260.00	\$1,323.00	\$1,402.00
Employee & Child(ren)	\$1,200.00	\$1,260.00	\$1,323.00
Employee & Family	\$1,562.00	\$1,640.00	\$1,722.00

D. Authorizing Payroll Deductions

Employees authorize the School to deduct monthly the difference between the School's contribution towards health insurance premium cost, listed in Section C, and the total monthly premium cost of the plan selected by the employee.

E. Health Insurance Opt-Out

1. The Lighthouse School will offer to any employee who wishes to opt out of medical, pharmacy, dental & vision services, the following taxed opt-out stipend per month:

2024-2025	2025-2026	2026-2027
\$700.00	\$735.00	\$770.00

2. In order to be eligible for the incentive and be eligible to opt out of medical, pharmacy, dental & vision coverage, Employees must meet the following criteria:
 - a. Maintain coverage under another comprehensive employer-sponsored group benefit plan.
 - b. Provide proof of other coverage that meets state and federal laws of definition.
 - c. An election form must be completed to opt out of the health benefit plans:
 - at the time of hire,
 - when initially meeting eligibility,
 - or during the annual open enrollment period.
3. Employees understand that if they become ineligible for the financial incentive due to the loss of other coverage, within 30 days they must;
 - Notify the school so opt-out payments can be stopped,
 - Enroll in the School's Plan within 30 days of loss of coverage, or
 - Wait until the next open enrollment period.

Article 9 - Personnel Files

- A. The School shall maintain a personnel file for each employee. This file shall contain materials relevant to the employee's employment and shall be the sole repository of such material.
- B. With the exception of any discipline that may be issued in connection with an investigation, all material related to the School's investigation of an employee shall not be stored in the personnel file.
- C.
 - 1. An employee shall have the right to inspect their personnel file and/or investigatory file within five (5) business days of making a request. The Director or designee shall supervise the employee's review of the employee's file(s).
 - 2. The employee may request copies of individual documents contained within the file(s). The employee will receive the copies within five (5) business days of making the request.
 - 3. At the request of the employee, the School shall furnish a certified copy of their entire personnel file. The employee will receive the certified copy within five (5) business days of making the request.
 - 4. The School expressly reserves the right to charge the employee an amount equal to the cost of the staff time and resources to satisfy the employee's request.
 - 5. "Business days" means days' school is in session and children are present.
- D. No materials will be placed in the personnel file after hire unless the employee has received a copy of the material. Employees will acknowledge that they have received a copy of such materials by affixing their signatures to all copies of those materials to be filed, with the express understanding that such signatures in no way indicate agreement with the contents thereof.

Items that are typically found in an employee personnel file include but are not limited to: Evaluations, plans for improvement, and/or written disciplinary documents.

The employee may submit a signed and dated written rebuttal to any document in the employee's personnel file within ten (10) calendar days from the date the document was presented to the employee. The written rebuttal will be attached to the file copy.

If an employee refuses to sign or otherwise acknowledge their receipt of a file copy the School representative presenting the document to the employee will initial and note on the document the date it was presented to the employee and that the employee refused to acknowledge receipt of the document prior to placing it in the employee's personnel file.

- E. All employee personnel records shall be considered confidential to the extent provided for by law.
- F. An employee may request that documents regarding discipline in their personnel file that are more than three (3) years old be removed. The Director has sole discretion to grant or deny the employee's request.

Article 10 - Leaves of Absence

A. Sick Leave

The School will comply with state laws regarding sick leave accrual and use. Sick leave is granted only for the reasons listed in state and federal laws. Accrued, but unused time will not be cashed out if not utilized, if employment is terminated, the employee resigns or if the employee's contract is not renewed.

B. Sick Leave Donations

1. When a bargaining unit member has exhausted all paid leave they may make a request for other bargaining unit members to donate sick leave, provided that the employee is not also applying for Paid Leave Oregon.
2. A bargaining unit member must have a minimum of eighty (80) hours of sick leave remaining after a donation.
3. Leave donated becomes the award of the recipient.
4. Any unused leave will not return to the donor, but will carry forward with the awarded recipient.
5. Request for donation will be made using the Sick Leave Request Form.

C. Paid Time Off – PTO

Employees will be awarded three (3) days of Paid Time Off (PTO) to be used at the employee's discretion. Employees are not required to get prior authorization, but are expected to adhere to section G of this Article. This leave may not be accrued and employees will not be compensated for any unused days.

D. Emergency Leave

Short-term, unpaid leaves of absence not tied to protected leave may be granted by the Board or Director on a case-by-case basis in emergency situations or when there are serious and extenuating conditions.

E. Legal Leave

Bargaining unit members may take time necessary for jury duty or to respond to an official order for school purposes, and such leave shall be granted without loss of pay.

F. Bereavement Leave

Three (3) paid bereavement leave days will be granted to bargaining unit members who have had a death of a family member. The definition of 'family member' shall be the same as in the (OFLA)(839-009-0210 "Definitions' Section 9), with the addition of siblings, siblings-in-law and children-in-law.

G. Approval & Process

All employees shall enter their absences in the leave reporting system no later than 6:59 am, and send an email to director@thelighthouseschool.org, office@thelighthouseschool.org and businessservices@thelighthouseschool.org of an anticipated absence as soon as possible (other than for unexpected circumstances). Absences cannot be entered into the leave reporting system by staff after 7:00 am on the same day as the absence.

H. Leave Without Pay

If an employee exhausts all earned leave types and enters into more than eighty (80) hours of leave without pay (between July 1- June 30), and are not in a protected leave status (which includes Article 10:F), employees recognize that the school reserves the right to deny a step increase for the following year.

Article 11 - Layoff and Recall

- A. In determining the order of lay off, the School should use in order, licensure, seniority and competence; including ability, work performance and special training. Seniority shall be defined as the employee's total length of continuous service at the School. Seniority shall be considered the date in which the employee accepted employment with the School, as documented on the written job offer. If one or more employees accept employment on the same date, ties shall be broken by drawing lots on the first day of service to the School.
- B. The School shall provide, when possible, thirty (30) days advance notice of layoff to the Association and the affected employee(s). Notice shall include the reasons for and effective date of the layoff.
- C. Recall will be done in reverse order of layoff, providing the employee being recalled has the required experience and license/certification for the open position.
- D. In the event of a recall, the School shall attempt to contact the person being recalled by registered mail sent to the address of record as maintained by the School. It shall be the responsibility of each employee to keep the School informed of their correct address. The person being recalled must inform the School of their intent to return to employment, subject to the conditions of recall, within fourteen (14) calendar days of mailing of the recall notice or they shall waive the right to recall. The employee must report for duty within three (3) calendar days after accepting the offer of recall. Recall rights expire one (1) year after the date of the employee's layoff.
- E. Employees who are on layoff status may apply for subsequent vacancies which occur providing the employee has any necessary license(s) and is capable of satisfactorily performing the duties of the open position.
- F. Benefits to which an employee was entitled at the time of layoff, including accrued but unused paid leave(s), shall be restored at the time of recall. The recalled employee shall be placed at the same salary step on which they were placed at the time of layoff. The Director may determine additional education or experience warrants a step or column movement. If the employee worked more than one half (1/2) of the regular school year prior to layoff, the employee will be advanced one (1) experience step, if available, when recalled.
- G. A laid off employee may request continued insurance coverage. Coverage shall be subject to the limitations set forth by the insurance provider and subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees who qualify for COBRA continuation insurance coverage shall be responsible for the full cost of coverage, as determined by the insurance provider.

- H. The School shall provide the Association, not more than once per school year, a list showing the seniority dates (date of hire) and job titles of all bargaining unit employees.

- I. An allegation that the School failed to follow the layoff and/or recall procedure as outlined in this Article may be presented and processed in accordance with the grievance procedure contained in this Agreement.

Article 12 - Vacancies and Transfers

A. Vacancies

1. Employee vacancies to be filled, shall be emailed to the Association Chapter President and posted on the School website, once they have become public record. All vacancies will be posted for at least seven (7) working days. Internal candidates who submit a complete and updated application will be interviewed.
2. In filling vacancies, the School shall hire or promote the person believed to be the most qualified for the position in the School's judgment. Nothing in this Agreement is intended to restrict the School's right to select the most qualified candidate either from among its current employees or from other sources and to be the sole determiner of who, among the candidates, is most qualified. If two (2) candidates have equal qualifications as determined by the School, preference will be given to the employee candidate. If two (2) internal candidates have equal qualifications, as determined by the School, preference shall be given to the more senior candidate.
3. The School retains the right to leave a position unfilled for any period of time or to discontinue the position.

B. Transfers

1. Voluntary
 - a. An employee's request for transfer to a different position shall be in writing and filed with the Director. It shall state the position sought and include any relevant documentation. The School shall have the right to ask for and receive from the applicant the reason why the applicant is requesting the transfer.
 - b. Employees who are granted transfers to a different position will be placed on the corresponding salary schedule at the (FTE) determined by the position being transferred into. The School will take into consideration the employee's skills and proficiency in the new position, as well as years of experience.
 - c. Employees who transfer to a different position will maintain their current level of seniority.
2. Directed and Involuntary
 - a. Before directing a transfer, the School shall consider pertinent factors including;
 - a. Previous employee transfer requests,
 - b. The employee's length of service at the School,
 - c. Their area of competence and experience, and
 - d. the employee's existing evaluations.

- b. Written notice of the transfer, including a statement of reasons, shall be given to the employee(s) not less than seven (7) calendar days prior to the effective date of the transfer.
- c. Any appeals regarding transfers directed by the School shall be made to the Board. The appeal and Board decision are not subject to the grievance procedure.

Article 13 – Evaluation

A. Evaluation Procedure

1. Each employee will be evaluated at least once during the employee’s work year. All formal evaluations shall be in writing.
2. The evaluation procedure shall be reviewed with all employees at the beginning of the school year. The full evaluation procedure will be made available online to all employees throughout the school year.
3. The Director and/or employee’s Direct Supervisor, will schedule a conference with the employee to review the evaluation process and to answer individual questions before the evaluation process begins.
4. Job performance will be based upon the job description for each staff member and performance standards typically recognized by the position. Any changes to job descriptions will be communicated in advance to the Association Chapter President or their designee in writing as a notification.

B. Observations

1. Informal
All teachers will work with the Director on an ongoing basis using informal observations. Informal observations will occur at least twice within a school year and will include a conversation between the teacher and Director.
2. Formal
Formal observations of teachers will be completed by the Director. Formal observations will include a pre-observation conference, as well as a post-observation conference.
3. Each employee will receive copies of any written observations (formal or informal) at the time of the post observation meeting.

C. Evaluations

1. The Director and/or employee’s Direct Supervisor, will complete at least one formal evaluation for each employee each school year, before the March Board meeting.
 - a. The Director and/or employee’s Direct Supervisor, and the employee will meet to discuss the written evaluation and the evaluation will be signed by the employee and placed in the employee’s personnel file.
2. Each employee will receive a copy of their formal evaluation at the time of the post evaluation meeting.

D. Employee Rights & Responsibilities

All employees have the right to make written objections or offer written supplements or explanations to any written observation or evaluation within two weeks of receipt. These objections will be attached to the observation and/or evaluation and placed in the employee's personnel file.

E. Plans of Assistance

A Plan of Assistance is an attempt to retain an employee, rather than non-renew. Typically, they are designed to help educators grow as professionals. A Plan of Assistance is a formal process of supervision, designed to focus on improvement needed because of performance below generally expected standard(s) in one or more areas. A Plan of Assistance may be drafted based on the employee's job description and the areas of needed improvement. Examples of areas of improvement could include, but are not limited to: Attendance issues such as absenteeism and tardiness, lesson planning, classroom management, delivery of instruction, student evaluations, communication skills, HIPPA or FERPA violations.

1. The Director will notify employees in writing of a performance deficiency(ies), and a written copy shall be provided to the association.
2. If the Director decides to develop and implement a plan of assistance for an employee:
 - a. The employee has the right of representation from the point of notification of intent to be placed on a plan of assistance.
 - b. The Director will request and review any suggestions from the employee, employee's representative and employee's direct supervisor (when applicable) regarding plan contents, prior to developing and implementing the final plan.
 - c. The Director shall notify the employee in writing of satisfactory or unsatisfactory completion.
 - i. For any formal evaluation that requires the employee to be placed on a plan of assistance, that is unsatisfactorily completed, the Board reserves the right to deny a step increase for the following year.
 - ii. For any unsatisfactorily completed plan of assistance that may result in a denial of step increase for the following year, the employee, after meeting with the Director to discuss the Director's written explanation, may appeal the Director's decision to the Board within five (5) working days of this meeting. Any Board decision to deny an employee a step increase for the following year based on an unsatisfactorily completed

plan of assistance must be provided in writing to the employee no later than the first business day after the May board meeting and must include explanation of the Board's decision. The Board's decision will be final.

- iii. Records of a successfully completed plan of assistance shall remain in the personnel file for three (3) years.

F. Post Evaluation Meeting for Non – Renewals

1. In the event that the Director decides to recommend non-renewal of employment for the following school year, the Director will disclose their recommendation during employees' post evaluation meeting.
2. The employee will then be issued a written intent to non-renew letter:
 - a. advising them of their right to representation by the Association from this point forward.
 - b. In the letter the employee will be provided the option to appear before the Board to appeal the Director's recommendation.
 - c. Employees shall be given at least ten (10) days to respond to the letter with their choice to appear before the Board to either appeal or not to appeal the Director's recommendation.
3. Once the employee has indicated their decision in writing Article 14:D shall be followed.

Article 14 - Discipline and Dismissal

A. Discipline

1. Pursuant to SB 283 (ORS 332) A classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause. As used in this section, "classified school employee" includes all employees of a (public) school district except those for whom a teaching or administrative license is required for employment.
2. For all employees, the below provisions shall apply. Employees will receive notice of work rules and performance standards and possible consequences of failure to comply.
3. In the event an employee will receive discipline, (discipline defined as written reprimand, loss of pay or suspension with or without pay), the following procedure will be used:
 - a. The employee will be notified in writing the concerns that constitute grounds for disciplinary action. Such grounds will be reasonably related to the safe, orderly, and efficient operations of the school in accordance with Article 14C:a,b,c,d.
 - b. The employee will be notified of their right to representation by an Association representative to advise them at all steps of the process.
 - c. The School will conduct a fair and sufficient investigation before any discipline is imposed. Evidence used to demonstrate grounds for discipline will be communicated to the employee.
 - d. The employee may be put on administrative leave with pay while the investigation is conducted.
 - e. Each employee is equally subject to the School's rules, procedures and policies.
 - f. The employee and their Association representative(s) will be informed of the basis for the disciplinary action in writing and may discuss the matter with the Director before discipline is imposed.
 - g. Documents related to the discipline shall be shared with the employee before being placed in the employee's personnel file.
 - h. Employees who disagree with the discipline shall have the right to submit a written rebuttal that will be placed in the employee's personnel file.
 - i. The employee may appeal the discipline using the grievance procedures in Article 15.
 - j. The Board will consider potentially mitigating and extenuating circumstances to fully understand the situation before finalizing discipline or dismissal. Such circumstances include but are not limited to length of employment and past performance.

B. Suspension

The Director may suspend the employment of any employee if the Director determines that the employee has failed to fulfill the duties and responsibilities and/or demonstrate the qualities outlined in the job description and/or employment contract, for health/safety reasons or if other sufficient reasons exist.

C. Employment Termination

1. The School may terminate employment of any licensed or hourly employee for one or more of the following reasons:
 - a. Any form of dishonesty, criminal or unprofessional conduct which is connected to or impacts employment or which otherwise reflects adversely on the School's reputation or interferes with School operations;
 - b. The refusal of the employee to comply with the School's policies or rules or insubordination;
 - c. Deficiencies in the employee's job performance or conduct or the employee's inattention to job duties which have not been corrected by documented methods which may include a plan of assistance; or
 - d. Any breach of employee obligations pursuant to School policies and procedures.
2. Employment termination shall initially follow the steps described in part A (1-9) of this Article.
3. The Board must approve the employment termination of any employee.
4. When the Board receives an administrative recommendation that an employee's employment be terminated, the employee shall have the right to appear before the Board and present their case prior to Board action on the administrative recommendation.
5. In the event the School finds it necessary or desirable to terminate an employee's employment before the end of the school year, the School will attempt to give the employee written notice of at least ten (10) calendar days before employment termination, unless the Director determines that the employee poses a threat to the health, safety or welfare of the School, staff and/or students.
6. Hourly employees whose employment is terminated may request and receive a hearing before the Board.
7. The Board shall issue a written decision within ten (10) calendar days of the meeting described in part five (5) above and shall provide a copy of the decision to the employee.
8. The Board's decision may be appealed through the grievance procedure beginning with Step 5 (mediation).

D. Employment Non-Renewal

1. The parties recognize the School retains the right to non-renew an employee's employment for one (1) or more of the reasons in part C of this Article; financial or budgetary considerations or restructuring; reductions in programs, staffing or facilities.
2. In the event the Board decides to non-renew employment for the following school year, the School shall provide the employee with notice no later than March 15 (fifteenth) of the preceding school year. Notice to the employee shall provide the

School's basis for employment non-renewal.

3. The Board must approve the employment non-renewal of an employee. When the Board receives an administrative recommendation of employment non-renewal, the employee shall have the right to appear before the Board and present their case prior to Board action on the administrative recommendation.
 4. The Board shall issue a written decision within ten (10) calendar days of the meeting described in part three (3) above and shall provide a copy of the decision to the employee.
 5. The Board's decision regarding employment non-renewal is final and binding.
- E. The School will inform an employee of the right to representation by the Association when scheduling any meeting which the School reasonably believes could result in discipline or dismissal. The obligation to request Association representation during any such meeting belongs to the employee. The employee will be notified of the reasons for the meeting in advance (potential discipline or dismissal).

Article 15 - Grievance Procedure

This process governs disputes involving an interpretation or application of the collective bargaining agreement (CBA). Grievances must commence within ten (10) working days of when the grievant knew or should have known of events giving rise to the grievance. After a good faith effort with the Director to resolve the dispute, an employee may submit a written grievance following the procedures outlined below. A “good faith effort” is defined as problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. A written summary of the good faith effort will be included in the grievance file. Failure to follow the procedures and timelines below constitutes a waiver of the employee’s right to file a grievance.

1. The employee, or the Association on behalf of the employee, may submit their grievance in writing to the Chair of the Board within five (5) working days of a failed good faith effort to resolve the dispute. The written grievance must include the facts upon which the grievance is based; specific contract provisions allegedly violated; the date(s) of alleged violation(s) and the remedy sought.
2. Within ten (10) working days of receipt of the written complaint, the Board shall schedule a hearing at a mutually convenient time and place for discussion of the complaint with all parties involved, but in no event later than twenty (20) working days after receipt of the written complaint. Board members shall excuse themselves from grievance proceedings if they have a conflict of interest in the subject of the proceedings.
3. The hearing shall be conducted in closed session unless the employee requests an open session. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within five (5) working days of the last hearing date.
4. A written decision as established by a majority vote of the members of the Board hearing the grievance shall be rendered within five (5) working days of the completion of the hearing.
5. If a grievant or the Association is dissatisfied with the decision of the Board, the grievance may be submitted to mediation under the procedures of the Federal Mediation and Conciliation Service (FMCS). The grievance must be submitted to mediation within ten (10) working days of receipt of the Board’s decision.
6. If the parties are unable to reach agreement after participating in a mediation session, the grievant or the Association may, within ten (10) working days of the mediation session;
 - a. submit the grievance to the Director who will immediately forward it to a Grievance Review Panel.
 - b. The Grievance Review Panel will schedule a hearing within ten (10) working days of receipt of the grievance. Each party may be represented by an advocate of the party’s choice.
 - c. In the event a hearing before the Grievance Review Panel cannot be scheduled

with a majority of panel members within ten (10) working days of receipt of the grievance, the Association may submit the grievance to arbitration in accordance with section 8 (eight) below.

- d. A written decision as established by majority vote of the members present of the Grievance Review Panel hearing the grievance shall be rendered within fifteen (15) working days of the completion of the hearing. The Grievance Review Panel's decision is final and contractually binding on the parties.
 - e. In the event the Grievance Review Panel cannot render a written decision within in fifteen (15) working days of completion of the hearing, the Association may submit the grievance to arbitration in accordance with section 8 below.
 - f. Rules governing the establishment and operation of the Grievance Review Panel are contained in Appendix C.
 - g. In the event the parties are unable to assemble a Grievance Review Panel in accordance with Appendix C and this Article, the parties may submit within ten (10) working days, the grievance to arbitration in accordance with section 8 (eight) below.
7. All documents, communications and records of a grievance will be filed separately from the grievant's personnel file.
 8. Either party may elect to submit grievances to final and binding arbitration in lieu of the Grievance Review Panel. In such case the following provisions shall apply:
 - a. The parties shall request a list of seven (7) arbitrators located in Oregon from the Employment Relations Board (ERB). In the event the ERB will not provide a list of arbitrators to the parties, the parties shall request a list from the FMCS. The parties shall take turns striking names from the list until an arbitrator is selected. A hearing will be scheduled with the arbitrator selected.
 - b. The filing party shall be responsible for the arbitrator's fees. The arbitrator shall have the authority to award the prevailing party reimbursement for the arbitrator's costs and any attorney fees incurred by the prevailing party. Such reimbursement shall be paid by the losing party if the arbitrator's decision reflects as such.
 - c. In the event the parties mutually agree to submit a grievance to arbitration or one is submitted pursuant to this Section or to 6(c), (e) or (g), the following provisions shall apply:
 - i. The parties shall request a list of seven (7) arbitrators located in Oregon from the Employment Relations Board (ERB). In the event the ERB will not provide a list of arbitrators to the parties, the

parties shall request a list from the FMCS. The parties shall take turns striking names from the list until an arbitrator is selected. A hearing will be scheduled with the arbitrator selected.

- ii. The parties shall equally split any costs charged by the arbitrator. Each party shall be responsible for its own costs of representation.
- iii. The arbitrator shall issue a written decision within thirty (30) days from the date of hearing.
- iv. The arbitrator's decision shall be final and binding on the parties.

Article 16 - Complaint Procedure

- A. Substantive complaints by bargaining unit members regarding teachers or other employees are subject to this Article. "Substantive complaints" means:
1. The Director intends to place a record of the complaint in the employee's file; or
 2. The Director concludes a conference with the employee is necessary to resolve the complaint.
- B. When the Director or a Board member receives a complaint regarding an employee, the substance of the complaint shall be discussed with the employee within ten (10) working days of receipt of the complaint. If either of the parties is unavailable, the ten (10) working days shall begin upon the availability of both parties.
- C. During the discussion of the complaint;
1. The employee will be presented with the complaint in writing signed by the Director.
 2. The complaint shall include the nature of the complaint and the requested remedy, if any.
 3. The complainant's name will not be shared with the employee and will be redacted from the written complaint.
 4. A copy of the original complaint with the complainant's name will be provided to the OSEA State assigned field representative.
- D. The employee shall have the right to representation during the meeting to discuss the complaint.
- E. There shall be no retaliation or any other adverse action against any student whose parent has filed a complaint against a teacher, teachers or other staff member.
- F. Any complaint which the Director chooses not to discuss with the employee, or which is not discussed within the ten (10) workday timeline shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the Director or Board.
- G. This Article does not restrict the School's independent right to conduct investigations into employee conduct and ultimately take whatever action it deems appropriate.
- H. This complaint procedure does not apply to complaints or allegations of child abuse or other criminal conduct.

Article 17 – Safety

- A. Employees must timely notify the Director of any situation they believe presents a risk to the health and safety of staff members, students or visitors to the School.
- B. There will be no reprisal or adverse employment action against any employee solely because of a report or notification pursuant to Section A of this Article.
- C. The school will make available an anonymous safety complaint and reporting box in a general area, and notify employees of its location each year.
- D. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health, safety or wellbeing. Responsibility for safe and healthy working conditions is designated in ORS chapter 654 (The Oregon Safe Employment Act).

Article 18 - Professional Growth and Development

- A. The Board shall annually budget ten thousand dollars (\$10,000) for the purpose of reimbursing regular employees the registration fees and/or tuition fees related to professional conferences, workshops, and/or continuing education.
 - 1. Professional Development funds will be awarded on a first come, first served basis each year.
 - 2. Fully executed preapproved requests will be processed in the order in which they have been received.
- B. Any such professional growth opportunity may be selected by the employee. However, in order to be eligible for reimbursement by the Board, such professional growth opportunity must be preapproved by the Director in advance of the employee's attendance.
- C. Employees must submit proof of their attendance at any selected professional conference or workshop in order to receive reimbursement.
- D. The employee must show proof of successful completion of any such course in order to receive reimbursement. For the purposes of this Article, successful completion means a passing grade of "C" or better. Further, only successfully completed graduate level courses will be accepted in consideration of the employee's salary advancement.
- E.
 - 1. Resignation during the active teaching contract will require reimbursement to the School, by the resigning teacher, of any and all educational and professional development class or conference fees, travel and meal expenses for professional development that occurred during the fiscal year that were originally paid or reimbursed by the School.
 - 2. Fees paid for educational and professional development classes or conferences and meals and expenses will be considered an investment. Section E.1 may be negated by a teacher working the entire school year subsequent to the fiscal year in which the fees and expenses were paid. If the teacher does not complete the next fiscal year, fees and expenses owed will be repaid based on the percentage of the school year remaining after the teacher leaves School employment.
 - 3. The Board may waive the requirement in E.1.
- F. Reimbursements shall be distributed based on the date of the employee's request with the earliest request reimbursed first provided such request meets the conditions set forth above.
- G. Notwithstanding the above, any registration fees and/or tuition related to Board-sponsored programs and courses shall be fully paid by the Board if the employee's attendance is required by the Board. This includes, but is not limited to Lighthouse specific; Main Lesson training or Waldorf training program participation.

- H. Should the School receive additional money for professional development from outside funding sources, such additional money will be made available to regular employees for the purposes outlined in Section A above. The availability of such additional money is not guaranteed and is subject to the limitations and requirements of the funding source and the provisions of this Article.

- I. Employees will be granted one (1) professional development day, when that day falls on a regularly scheduled work day.
 - 1. Once preapproval has been granted by the Director, employees will input their Professional Development day into the absentee system.

 - 2. Employees will not lose either paid time off or suffer a loss in pay for this absence.

 - 3. The cost of the absence will instead be deducted from the Professional Development fund.

Article 19 - Miscellaneous

A. Captions

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

B. Separability

1. If any provision of this Agreement is held to be contrary to any law by the courts, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions shall continue in full force and effect.
2. Upon request of either the Board or the Association, the parties shall enter into negotiations to attempt to arrive at a mutually accepted replacement for any such specific provision that has been deemed null and void by such court ruling.

C. Strikes and Lockouts

1. If during the period of this Agreement it is agreed by both parties to reopen the Agreement for further negotiations, nothing in this Agreement will serve as a bar to an otherwise legal strike.
2. There will be no lockout of employees by the School as a consequence of any dispute arising during the period of this Agreement.

D. Job Descriptions

Job descriptions shall be maintained by the School for all bargaining unit positions.

E. School Policy Manual

The School shall maintain a paper and electronic copy of the policy manual which is accessible to all employees. The policy manual will be updated when the Board makes changes to existing policies or adds new policies. The Association Chapter President will receive copies of proposed policy changes or new policies prior to Board adoption.

F. Student Discipline

The School uses a progressive discipline plan for students. Staff members may give input into the development and review of that plan. The Director will meet with all staff annually to review disciplinary standards and procedures. All staff members will strive for uniform enforcement.

G. Personal Freedoms

Bargaining unit members shall be entitled to full right of citizenship. The exercise of such right shall not be grounds for discipline or discrimination. The School recognizes that the personal life of a bargaining unit member is not an appropriate concern of the School, except as it may affect work performance.

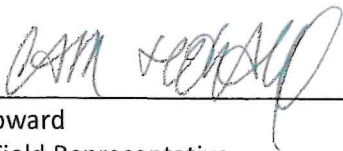
Article 20 - Extra Duty

- A. 1. Teacher responsibilities extend beyond the instructional day (e.g., grading papers). There are also activities and events throughout the year, at the School, which require teacher attendance. Annual salaries for teachers cover required attendance at these activities and events.
2. Specific events covered by this section are:
- Meet the Teachers event
 - Parent Night (up to two (2) each school year)
 - School-wide Festivals (up to three (3) each school year)
- B. The School will pay additional amounts, at an hourly rate or as a stipend, for activities listed in Appendix B which are considered outside of the expectations in Section A of this Article.

Article 21 - Term of Agreement

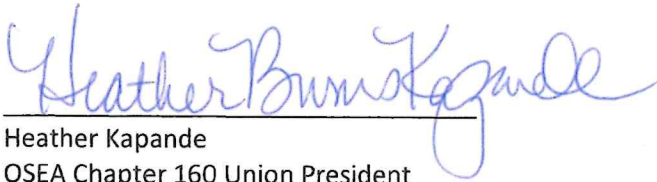
- A. This Agreement shall be effective July 1, 2024, or the date this Agreement is signed by the parties, whichever is later, except as provided in Appendix A.
- B. The duration of this Agreement shall be from the effective date in Section A through June 30, 2027.
- C. Both parties agree to begin contract negotiations no later than March of 2027, and either party may request to begin negotiations as early as, but not before October 2026.

Execution



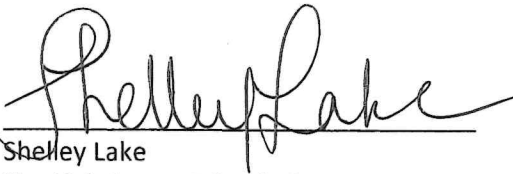
Carl Howard
OSEA Field Representative

6-7-24
Date



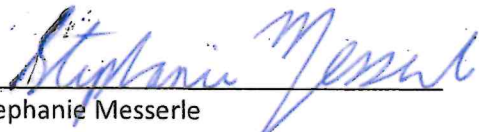
Heather Kapande
OSEA Chapter 160 Union President

6-7-24
Date



Shelley Lake
The Lighthouse School Director

6-10-24
Date



Stephanie Messerle
The Lighthouse School Board Chair

6-10-24
Date

Appendix A

2024-2027 Salary Schedule(s)

*Salary schedules in this Appendix A will remain in effect until or if Oregon’s Senate Bill 283 section 26 (Joint Task Force on Statewide Educator Salary Schedules) implements a statewide Salary schedule for Oregon Schools.

Non-Licensed/Non-Certified hourly paid unit employees

<u>2024-2027</u>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
Literacy Coach	19.10	19.67	20.26	20.87	21.50	22.15	22.81	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89
CLASSROOM ASSISTANT	16.27	16.76	17.26	17.78	18.31	18.86	19.43	20.01	20.61	21.23	21.87	22.53	23.21	23.91	24.63
CUSTODIAN	16.48	16.97	17.48	18.00	18.54	19.10	19.67	20.26	20.87	21.50	22.15	22.81	23.49	24.19	24.92
Duty Assistant	15.45	15.91	16.39	16.88	17.39	17.91	18.45	19.00	19.57	20.16					

2024-2025 Salary Schedule for TSPC Charter Registry and Licensed Employees

2024/2025	CHARTER REGISTRY regardless of education level	BS/BA (in education) WITH TEACHING LICENSE	MS (in education) WITH TEACHING LICENSE
(Step 0) - first year teaching OR no experience	\$37,946.00	\$38,628.00	
(STEP 1)	\$39,085.00	\$39,786.00	\$42,173.00
[STEP 2]	\$40,257.00	\$40,980.00	\$43,439.00
[STEP 3]	\$41,465.00	\$42,209.00	\$44,742.00
[STEP 4]	\$42,709.00	\$43,475.00	\$46,084.00
[STEP 5]	\$43,990.00	\$44,780.00	\$47,467.00
[STEP 6]	\$45,310.00	\$46,123.00	\$48,890.00
[STEP 7]	\$46,669.00	\$47,507.00	\$50,358.00
[STEP 8]	\$48,069.00	\$48,932.00	\$51,868.00
[STEP 9]	\$49,511.00	\$50,400.00	\$53,424.00
[STEP 10]	\$50,996.00	\$51,912.00	\$55,026.00
(STEP 11)	\$52,526.00	\$53,470.00	\$56,678.00
(STEP 12)	\$54,102.00	\$55,073.00	\$58,378.00
(STEP 13)	\$55,725.00	\$56,726.00	\$60,130.00
(STEP 14)	\$57,397.00	\$58,427.00	\$61,933.00
(STEP 15)	\$59,119.00	\$60,181.00	\$63,792.00
(STEP 16)	\$60,893.00	\$61,986.00	\$65,705.00
(STEP 17)	\$62,718.00	\$63,846.00	\$67,677.00
(STEP 18)	\$64,600.00	\$65,761.00	\$69,707.00
(STEP 19)	\$66,538.00	\$67,734.00	\$71,797.00
(STEP 20)	\$68,534.00	\$69,766.00	\$73,951.00

2025-2026 Salary Schedule for TSPC Charter Registry and Licensed Employees

2025/2026	CHARTER REGISTRY regardless of education level	BS/BA (in education) WITH TEACHING LICENSE	MS (in education) WITH TEACHING LICENSE
(Step 0) - first year teaching OR no experience	\$39,085.00	\$39,786.00	
(STEP 1)	\$40,257.00	\$40,980.00	\$43,439.00
[STEP 2]	\$41,465.00	\$42,209.00	\$44,742.00
[STEP 3]	\$42,709.00	\$43,475.00	\$46,084.00
[STEP 4]	\$43,990.00	\$44,780.00	\$47,467.00
[STEP 5]	\$45,310.00	\$46,123.00	\$48,890.00
[STEP 6]	\$46,669.00	\$47,507.00	\$50,358.00
[STEP 7]	\$48,069.00	\$48,932.00	\$51,868.00
[STEP 8]	\$49,511.00	\$50,400.00	\$53,424.00
[STEP 9]	\$50,996.00	\$51,912.00	\$55,026.00
[STEP 10]	\$52,526.00	\$53,470.00	\$56,678.00
(STEP 11)	\$54,102.00	\$55,073.00	\$58,378.00
(STEP 12)	\$55,725.00	\$56,726.00	\$60,130.00
(STEP 13)	\$57,397.00	\$58,427.00	\$61,933.00
(STEP 14)	\$59,119.00	\$60,181.00	\$63,792.00
(STEP 15)	\$60,893.00	\$61,986.00	\$65,705.00
(STEP 16)	\$62,718.00	\$63,846.00	\$67,677.00
(STEP 17)	\$64,600.00	\$65,761.00	\$69,707.00
(STEP 18)	\$66,538.00	\$67,734.00	\$71,797.00
(STEP 19)	\$68,534.00	\$69,766.00	\$73,951.00
(STEP 20)	\$70,590.00	\$71,859.00	\$76,170.00

2026-2027 Salary Schedule for TSPC Charter Registry and Licensed Employees

2026/2027	CHARTER REGISTRY regardless of education level	BS/BA (in education) WITH TEACHING LICENSE	MS (in education) WITH TEACHING LICENSE
(Step 0) - first year teaching OR no experience	\$40,257.00	\$40,980.00	
(STEP 1)	\$41,465.00	\$42,209.00	\$44,742.00
[STEP 2]	\$42,709.00	\$43,475.00	\$46,084.00
[STEP 3]	\$43,990.00	\$44,780.00	\$47,467.00
[STEP 4]	\$45,310.00	\$46,123.00	\$48,890.00
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(STEP 16)	\$64,600.00	\$65,761.00	\$69,707.00
(STEP 17)	\$66,538.00	\$67,734.00	\$71,797.00
(STEP 18)	\$68,534.00	\$69,766.00	\$73,951.00
(STEP 19)	\$70,590.00	\$71,859.00	\$76,170.00
(STEP 20)	\$72,708.00	\$74,015.00	\$78,455.00

Appendix C Grievance Review Panel

The Grievance Review Panel referenced in Article 15 - Grievance Procedure, shall be governed by the following rules:

1. The Grievance Review Panel shall consist of four (4) members of the Association, four (4) board members and four (4) parents. No person with a family member, including a guardian, with a current academic relationship with the grievant (e.g. a student subject to the grievant's grade authority, or classroom or other school-related supervision) shall be eligible to serve on the grievance review panel.
2. The Director and the grievant will each select two (2) members of the Association, two (2) parents, and two (2) board members to serve on the panel.
 1. The parties agree to jointly select a chairperson from the 12 members of the panel by blind draw. Whereas all panel member name's will be placed in a 'hat' and the grievant shall pull the name of the chair person from the 'hat'.
 2. The chairperson shall serve as facilitator of any hearing, explain hearing rules and procedures and, after conferring with panel members, resolve disagreements about offered exhibits and witness testimony.
 3. The Association may have a representative present to observe this process.
 4. The chairperson of the selected panel shall set the hearing date pursuant to Article 15 Grievance Procedure, Section 6(b).
3. The School and Association will each select one individual, of each party's choice, who together will train members of a Grievance Review Panel prior to a hearing. The training will review the requirements of AAA Labor Arbitration Rules 17 through 28 and 30 and 31 which will guide the Grievance Review Panel and its hearing process. The word "chairperson" or "panel" shall substitute for the word "arbitrator" in the rules as applicable. The training shall not last longer than the equivalent of one (1) working day.
4. When a Grievance Review Panel training or hearing is conducted during bargaining unit members' normal working hours, bargaining unit members who serve on the Grievance Review Panel shall not suffer a loss of pay or benefits as a result of participating in the training or hearing.
5. All members of a Grievance Review Panel shall sign a confidentiality agreement during their training.
6. A written decision as established by a majority vote of the members present of a Grievance Review Panel hearing the grievance shall be rendered within ten (10) working days of the completion of the hearing. The Grievance Review Panel's decision is final and contractually binding on the parties.