

**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
AND NORTHWEST OUTDOOR SCIENCE SCHOOL EMPLOYEES
July 1, 2024 - June 30, 2026**

This agreement shall constitute the understanding between Northwest Regional Education Service District (NWRES D) and the Northwest Outdoor Science School (NOSS) staff regarding wage and benefit provisions for the 2024-2026 contract years. The NWRES D Board of Directors reserve the right to alter these provisions should the Board determine financial exigencies require such a change.

1. Northwest Outdoor Science School employees, with the exception of excluded positions noted below, shall be recognized as regular employees with continuous employment status.
2. The NOSS salary schedule and health insurance coverage for eligible employees, as outlined in this agreement, shall be effective July 1, 2024.
3. Positions excluded from this agreement include the Outdoor School Principal, Outdoor School Assistant Principal, Outdoor School Site Supervisors, the Outdoor School Coordinator, Nursing Coordinator, Recruiters, Volunteer Facilitator, School and Family Engagement Liaison, Outdoor School Support Specialists, and other staff as determined by the NWRES D.

Northwest Outdoor Science School

1. Work Year: The work year for NOSS employees shall be determined by the ESD, and is subject to change based upon available funding.

2. Compensation:

A. NOSS employees shall be paid by an hourly rate twice a month for the hours actually worked.

B. NOSS employees shall be placed on the appropriate step of the NOSS salary schedule, based on their years of experience as an Outdoor School employee or relevant work experience, and shall be eligible for step movement in the following contract year. Beginning 2024-2025, NOSS employees' experience shall be evaluated based on the [initial wage placement matrix](https://docs.google.com/document/d/1fS6rY1Eg19Fq7vIkhYhO87o3l6-rtYHe6qmU4vBYfgo/edit?usp=sharing) (<https://docs.google.com/document/d/1fS6rY1Eg19Fq7vIkhYhO87o3l6-rtYHe6qmU4vBYfgo/edit?usp=sharing>).

C. Overtime: The work at Outdoor School Camp sites during active seasons is exempt from overtime per ORS 653.010(6) which defines what an outdoor camp is; and ORS 653.020(10)(a)(b) which excludes those recognized in the article from rules ORS 653.010 to 653.261; any work performed that is not exempt per BOLI rules shall be paid by extra duty pay.

D. NOSS employees recognized in this Agreement shall receive a 4% COLA increase for the 2024-2025 school year, and a 4% COLA increase for the 2025-26 school year.

E. When an employee is required to work on a scheduled paid holiday, that employee will receive holiday pay in addition to overtime pay at the rate of one and one-half times the employee's regular rate of pay for all hours actually worked on the holiday.

F. NOSS employees that demonstrate language proficiency on an ESD approved standardized test for one of the three identified most spoken languages in the region identified annually will receive an annual \$1,225.00 Bilingual language Stipend. Once proficiency is established, the assessment is not required annually.

3. Insurance Benefits:

For the 2024-2026 insurance plan years, the ESD shall contribute the amount equivalent to the NWRESO Oregon School Employees Association (OSEA) contract per month for the corresponding year to be applied to the cost of Medical, Dental, and Vision premiums for Employee Only, Employee + Spouse, Employee + Kids, Employee + Family. The employee is responsible to pay the difference. The monthly cap amount is prorated by FTE. Employees must work a minimum of 0.5 FTE to be eligible for Oregon Educators Benefit Board (OEBB) benefits.

- A. In addition to the monthly cap, NWRESO also pays monthly premiums for employee only \$10,000 Group Life and Accidental Death & Dismemberment (AD&D) Insurance and Long Term Disability Insurance which equals 60 percent of the insured monthly earnings with no greater than a ninety calendar day elimination period.
- B. Benefits become effective based on the date of the first day of work as outlined below:
 - 1. If the first day of work falls on the 15th of the month or before, employer paid benefits become effective on the first day of the next month.
 - 2. If the first day of work falls on the 16th of the month or later, employer paid benefits become effective on the first day of the month following the next.
- C. Benefit-eligible NOSS employees who complete working the current contract year will maintain continuous employer paid benefits until September 30th of the same school year.
- D. If separation of employment takes place before the end of the contract year, then the date when employer paid benefits end will be based on the last actual day worked as outlined below:
 - 1. If the last day of work falls on the 15th of the month or before, employer paid benefits will end on the last day of the same month.
 - 2. If the last day of work falls on the 16th of the month or later, then employer paid benefits will end on the last day of the next month.
- E. Upon termination of employer paid benefit, COBRA coverage information will be provided by BenefitHelp Solutions.
- F. NWRESO does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies).

4. Paid Leave:

A. Sick Leave: Full-time employees: In accordance with ORS 332.507, employees shall accrue one (1), 10-hour sick leave day for each actual month worked. Sick leave time will be credited to each employee at the beginning of the employee's work year for the ESD based on their assigned work calendar.

- a. Part-time employees: Part-time employees accrue sick leave on a pro rata basis, according to the percentage of a full-time schedule that the part-time employee is scheduled to work. The sick leave paid for a day of illness for a part-time employee will be based on the number of hours the employee was scheduled to work that day.
- b. Utilization: Sick leave shall be available for the employee's own illness or injury or any other purpose for which sick leave is available under Oregon sick leave law. Under Oregon law, an employee may use up to 40 hours of their own accrued sick leave in a fiscal/contract year (July 1 to June 30) to care for an ill family member without applying for or determining eligibility under the Oregon Family Leave Act ("OFLA") or the Family Medical Leave Act ("FMLA"). Sick leave usage for family illness beyond 40 hours may be available pursuant to FMLA/OFLA. The definition of a family member under SB 454 "Sick Time", is the same as OFLA.
- c. If an employee terminates employment with the ESD during the employee's work year and has utilized more sick leave than accrued, the value of sick leave used in excess of entitlement shall be deducted from the employee's final paycheck.
- d. Employees may request to have their sick leave balance from another Oregon school district or education service district transferred to the employee's sick leave balance with the ESD. The transfer of sick leave from another Oregon district shall not be effective until the employee has completed 30 working days in the NOSS/ESD position.

B. Bereavement Leave:

a. A maximum of five (5) days per occurrence may be used for absence due to death in the immediate family of the employee. Paid Bereavement leave days do not have to be used consecutively; however, must be used within one year of the eligible family member's passing.

b. An employee may qualify for ten (10) days bereavement leave under OFLA. Employees seeking bereavement leave may make a request by applying under OFLA, and OFLA rules concerning eligibility will be applied. If an employee qualifies for bereavement leave under OFLA, The leave is limited to two weeks per family member with a maximum of four weeks in a given leave year. The total days per occurrence must be completed within 60 days of the date the employee learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. Bereavement leave is not accumulative.

c. The "immediate family" shall be defined as mother, father, brother, sister, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, those who stood in loco parentis, spouse, spouse's and employee's grandparents, grandchildren, a person regularly residing in the household, and domestic partner as defined by the Oregon Bureau of Labor and Industries.

C. Personal Leave: Up to twelve (12) hours of personal/emergency leave will be granted to each employee each Fall session with full pay. Leave can be taken in six (6) or twelve (12) hour increments or prorated based on the number of assigned work hours per week. Should an employee not use their twelve (12) personal leave hours during the Fall session, it can be rolled forward to the Spring. Up to twelve (12) hours of personal/emergency leave will be granted to each employee for the Spring. Leave can be taken in six (6) or twelve (12) hour increments or prorated based on the assigned number of work hours per week.

- a. Emergencies are defined as situations which cannot be dealt with outside of working hours which are suddenly precipitated or unplanned or where preparing could not relieve the necessity for the employee's absence.
- b. Personal leave is defined as leave for matters which require absence during work hours which can be planned/prepared for and where the nature of the business may not be dealt with at any other time.
- c. Personal leave must be pre-approved by the Outdoor School Principal or designee.
- d. Emergency leave must be approved by the Outdoor School Principal or designee.
- e. Only two people per site per day will be approved for personal/emergency leave and such leave can be denied for any reason.
- f. Personal/Emergency leave does not accumulate from one fiscal year to another.

5. PERS: Employees are automatically enrolled in PERS once employees have completed 600 hours of service, or 6-months of employment, whichever comes first. Once enrolled, the employee shall contribute 6% of their monthly earnings to PERS (deducted on a pre-tax basis) through a payroll deduction. Depending on other positions you have worked before NOSS, it is possible that PERS determines you are eligible to pay into PERS at any time.

6. On-Site Schedule: Expected weeks on site will be determined by the District at the beginning of the school year. The schedule shall be announced to employees by August 20 (Fall schedule) and February 1 (Spring schedule) of each year. Overnight programming at any given site will not exceed 20 weeks per year. Additional weeks may be determined by the District.

7. Job Descriptions: Job descriptions are provided to employees upon hire.


8. Overnight Stipends: NOSS employees who participate in educational programs that require an overnight stay shall receive an overnight stipend of \$25 per night when students are

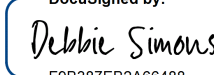
present overnight (up to four nights per week).

9. Optional Weekend Lodging: NOSS employees may stay on site over the weekend during the on-site programming seasons subject to availability at the site hosting programming and at no cost to the District. NOSS employees staying over the weekend will do so of their own accord and not at the direction of the District. NOSS employees staying on site over the weekend shall not be eligible for the overnight stipend. The District shall not be responsible for arranging such lodging, and such time is not considered work time, and is not covered by this Agreement.

10. Workday: The normal workday for Outdoor School employees may be up to sixteen (16) hours during overnight camp season. That time includes no less than three (3) hours of break and meal times, and includes three (3) meal periods. Daily schedules, starting and ending times, and work assignments are determined by the supervisor.

FOR THE ESD

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 10/24/2024
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Dan Goldman
Superintendent

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 10/23/2024
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Debbie Simons
Chief Human Resources Officer