**MEMORANDUM OF AGREEMENT**

between

Northwest Regional Education Service District

and

Northwest Education Association

This Memorandum of Agreement (“MOA”) is entered into by and between Northwest Regional Education School District (“District”) and Northwest Education Association (“NWEA”).

1. The District and NWEA are parties to a Collective Bargaining Agreement (“CBA”) with the term commencing July 1, 2017 and expiring June 30, 2020.
2. The District and NWEA have engaged in collective bargaining on a successor agreement, and have reached tentative agreement on all issues except for the cost of living adjustment (“COLA”).
3. While the parties have not been able to reach agreement on the COLA and will continue to bargain on this issue, the parties wish to implement all other agreed-upon issues, as itemized below:
4. Article 1, Recognition:

The District recognizes the Northwest Education Association as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all regular full-time and regular part-time professional employees of the District, excluding supervisors, managers and confidential employees. It is understood that substitutes, temporary employees whose expected term of service is less than 90 contract days, and employees in other bargaining units are also excluded from the bargaining unit. During the term of this Agreement, the District will not negotiate with or recognize any organization other than the Northwest Education Association as the bargaining representative of bargaining unit members, except as may be required under the Public Employee Collective Bargaining Act.

A. Less than Half-time Employees: Employees employed less than half time shall not be covered by Article 15 (Layoff/Recall), Article 12 (Insurance), or Article 10 (Professional Development). For all employees who are less than full-time, all leave benefits shall be prorated.

B. Newly Created Positions: In the event the District creates a new position, it shall notify the Association president. Should the parties fail to agree upon the bargaining unit status of the newly created position, either party may petition the Oregon Employment Relations Board for a determination.

C. Grant-Funded Positions: Persons hired under state or federal grants or funding through programs with other public agencies may be hired as temporary teachers as defined in [ORS 342.815](https://www.oregonlaws.org/ors/342.815) and shall be subject to the conditions of this Agreement to the extent that this Agreement is consistent with requirements established by the originating fund source. Salaries and fringe benefits for these positions will then be negotiated pursuant to [ORS 243.698](https://www.oregonlaws.org/ors/243.698) by the District and the Association within the resources available from the originating fund source.

1. Article 5 – Association Rights and Privileges

## I. ASSOCIATION BUSINESS

The District agrees to release the Association President from regular duties without loss of salary for the equivalent of two days per month on a schedule that is mutually agreeable to the District and the Association. Upon request of the Association, other Association Officers may be granted access to this leave, with the approval of the District. The District’s approval shall not be unreasonably withheld. The cost of a substitute will be shared by the Association and the District. This release time shall be for the purpose of contract administration and maintenance, including handling grievances and negotiations related duties. The District will provide a convenient office space, phone accessibility, and mail pickup and delivery during scheduled office hours for the Association President. The District will provide office space in either the Washington service center or the President's closest service center with a phone and mail pickup and delivery during scheduled office hours.

* 1. Article 6 – Working Conditions

B. Planning and Preparation Time

* 1. Members, either individually for those with unique assignments, or in groups of members with like assignments, will meet with the direct supervisor to establish appropriate preparation time. The administration will initiate and schedule the meetings required in this paragraph. The meetings will take place by the end of September of each year and also after a schedule change or reassignment. Any member who is not able to resolve to his/her satisfaction the scheduling of preparation time may appeal the matter to the Chief Human Resources Officer, who will meet with the supervisor and employee to hear and resolve the matter. Unless the member and supervisor agree to a different schedule, a full-time member will have a minimum of 300 minutes per five-day week of prep time during the regular eight-hour day. Reasonable efforts will be made to schedule prep time in blocks of at least thirty (30) minutes. For staff who work in ECSE and teach classes at early childhood centers, reasonable efforts will be made to not include the 15 minutes before a class begins and 15 minutes after a class ends as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing via parent or bus transportation.
	2. Article 8 – Paid Leaves

C. Injury on Duty

* 1. Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days of absence not compensated by Workers’ Compensation payments. If a Worker’s Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee’s sick leave or deduct from the pay if the employee has exhausted all paid leaves.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to the Worker’s Compensation benefits for an approved claim. The combined pay shall not exceed the employee’s regular salary.

E. Personal/Emergency

2. Notice to the member's supervisor shall be given at least one (1) day in advance, except in the case of emergency.

* Personal leave may not be used , in connection with a second business or income or, except in emergency situations, on the following days To extend winter break (the day before or after)
* To extend spring break (the day before or after)
* To extend paid holidays in this contract
* The first day of school
* The last day of school
* The first or last student contact day of the school year

For extenuating circumstances, exceptions to the exclusion of the use of personal leave on the days listed above will be considered by labor/management.

Personal leave but not emergency leave use shall be contingent upon approval from the employee's supervisor before leave is taken. The employee will not be asked to provide a reason for the use of personal leave, but only that the leave is not being used for one of the prohibited purposes or prohibited days described above.

* 1. Article 10 – Professional Development and Educational Improvement

A. Tuition Reimbursement Fund

* 1. A fund of $45,000 for reimbursement of tuition costs shall be established and budgeted for each year. Members may apply for tuition reimbursement from the fund. These funds will initially be available for tuition reimbursement for the equivalent value of up to four (4) credit hours for each member By January 30 of each year, the District will provide the Association president an accounting of the amount of the reimbursement paid out and committed from the available funds, and the remaining balance.
	2. If there are unexpended dollars in the tuition reimbursement fund at the end of the fiscal year, members completing job-related course work may be reimbursed for additional expenses as follows:
		1. First, members who completed a second course for credit shall be reimbursed up to the value of 4 credits at the PSU graduate rate.
		2. If there are still unexpended funds after (a) above, members who took courses already reimbursed according to the rules above and who have associated course expenses that have not previously been reimbursed (such as books, university dues and fees) may have those expenses reimbursed up to the value of one graduate credit at the PSU rate. These additional expenses do not include the increased amount of a credit at an institution that charges greater than the PSU graduate rate for their credits.
		3. If there are still unexpended funds after (b) above, members who took three or more courses will be reimbursed for coursework evenly until the fund is exhausted.

[Re-number subsequent paragraphs]

C. Professional Conferences, Workshops, Programs

3. For the duration of this agreement, the District will budget $60,000 each year. Members are entitled to $500 in approved workshop expenses, including mileage, until the fund is exhausted. Members may ask for special consideration for conferences that exceed $500 by mutual agreement of labor and management.

* 1. Article 12 – Insurance Benefits

## TYPES OF COVERAGE

## Medical/Dental/Vision

* + 1. Effective October 1, 2020, for each eligible full-time member the District shall contribute the cap amounts set forth below toward the premium costs of insurance coverage. Part time employees with an FTE of .5 and above shall receive a prorated amount according to their FTE. Employees will select from one of the available plans.
		2. For the 2020-21 insurance year (October 1, 2020 through September 30, 2021), the District shall contribute $ $1,348 per month, as necessary to pay the premium cost. The employee will pay any additional necessary medical premium, dental and/or vision premium by payroll deduction.
		3. The application of the District insurance contribution and the implementation of the pooling method for each insurance year shall be developed by the Insurance Committee (1d below). The distribution of the pool and insurance selection incentives shall be prepared and attached to this document as an Appendix upon completion.

[Remainder of Article unchanged]

* 1. Article 13 – Salary Schedule

A. [Subject to continuing negotiations]

B. Members employed by the District .5 FTE and above will be eligible for step movement, excluding temporary employees working less than 135 days in the school year. Step movement for 2020-21 , shall be granted. E. Placement on the Salary Schedule

1. Members newly hired during the term of this Agreement may be given full credit for up to thirteen (13) years' previous licensed/teaching experience. In unusual circumstances, the Superintendent may grant additional credit. Relevant experience other than preschool, elementary, or secondary teaching may be counted if, in the judgment of the Superintendent, it is directly related to the assignment of the member.

 [Remainder of paragraph unchanged] H. Second Language Stipend

1. The parties acknowledge the growing population of English learners in our region. The parties further acknowledge that the ability to speak a second language is a benefit in providing quality educational services to our diverse student population.
2. Annually, the District shall look at home language data from the 20 districts in the NWRESD service area to determine the three most spoken languages other than English. Data for 2019-20 school year reflects that Spanish, Chinese, and Vietnamese are the three most spoken languages in our region.
3. Proficiency shall be determined by a standardized test, arranged by the HR office and conducted by a qualified assessment service provider. Members who speak one of the three identified languages shall notify the HR office of their interest in completing a proficiency assessment by September 15 annually.
4. NWEA members who are determined to be proficient in any of the identified three languages shall receive a stipend of $1000 in addition to their regular annual salary.
5. For 2020-21 this $1000 stipend shall be paid in the November paycheck to allow time for identification of members and for the conducting of proficiency testing.
6. Once proficiency is established for any member, assessment is not required annually.
	1. Article 14 – Payroll Deductions

## D. ASSOCIATION DUES

* 1. . Dues Deduction: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.
	2. An Employee who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association receipt of the written notice. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following notification.

 Dues deducted shall be transmitted to the Association within five (5) working days of deduction.

* 1. Article 15 – Layoffs and Recall

B. If layoffs are being considered, the labor management team will meet to discuss whether any of the following may be possible to reduce the number of positions that may be affected: early retirement incentive (ERI) plan, voluntary reductions in FTE or leave of absence with a guarantee of a return to prior FTE on a specific timeline. Any agreed upon plan shall be forwarded to the Board and Association for ratification.

D. Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District shall reduce staff in accordance with ORS 342.934. Licensure and seniority will govern unless a competence or merit difference is demonstrable and significant for the position. Competence includes possessing the current requirements for the position, as reflected in the job description and recent job posting. For members who are licensed specialists such as speech pathologists, psychologists, occupational therapists, physical therapists, nurses, and audiologists, competence shall include recent experience within the employee's specialty area. Before selecting a less senior member based on competence, the District will consider the ability and willingness of the senior member who holds the appropriate license to satisfy the competence standard by upgrading his or her skills within a reasonable time. Merit shall be determined primarily by the member's current District evaluation. A member who has been non- renewed or non-extended has less merit for purposes of this article as other members qualified to fill the position.

E. Seniority: For the purposes of this agreement, “seniority” shall be defined as a member’s length of service as a licensed employee with the District or any of its predecessors inclusive of approved leaves of absence.

* 1. Article 20 – Vacancies, Assignments and Transfers

F. TEMPORARY EMPLOYEE HIRE

1. Employees hired into an open position after the beginning of the school year are identified as “temporary employees”. These temporary employees are represented by the Association.
2. Temporary employees who have been in a specific position for more than 90 work days and have received a positive performance review may be hired into the specific position held by that employee unless the position is to be filled by an employee returning from leave or a regular employee being reassigned to the position. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned, it will be posted.
	1. Article 22 – Duration

This Agreement shall be effective as of July 1, 2020, and shall remain in effect through June 30, 2021.

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