



Newberg School District 29J
Board Agenda
November 29, 2022
Work Session (REVISED)

Board Meeting – Work Session Agenda			
I.	Call to Order	Brian Shannon	7:00 pm
II.	Flag Salute	Trevor Dehart	
III.	Review Agenda: <ul style="list-style-type: none"> • Additions • Deletions 	Brian Shannon	
IV.	Approval of Minutes: <ul style="list-style-type: none"> • Approve 11.08.22 Board Minutes 	Brian Shannon	
VI.	Consent Agenda: <ul style="list-style-type: none"> • New Hires & Resignations 	Brian Shannon	7:10 pm
VII.	Reports, Presentations and Discussion Items: <ul style="list-style-type: none"> • SPED Hiring • Principal Presentation- Ewing Young • District Vacancies 	Tony Buckner Brian Wood Scott Linenberger	
VIII.	Board Action Items: <ul style="list-style-type: none"> • New Website Platform • NEA Contract • OSEA Contract • Academic Calendar • Board Communication 	Bridge & Bolster Brian Shannon Dr. Phillips Shelley Kolb	8:30 pm
IX.	Superintendent Comments	Dr. Phillips	
X.	Future Agenda Items: <ul style="list-style-type: none"> • NHS Student Fees & New Course- Tami Erion 12.13 • STA Contract Amendment • Board Complaint Review 		9:15 pm
XI.	Future Board Meeting: December 13 th , 2022 @ 7:00 pm- Regular Session NO Work session scheduled for December		
	Adjourn Meeting		

NO PUBLIC COMMENTS DURING BOARD WORK SESSIONS- Thirty (30) minutes has been allotted for public comments, with a two (2) minute limit per person. Public comments will be processed in the order received. Comments may be submitted via email until 4 pm the Monday before regular session board meetings to: publiccomment@newberg.k12.or.us. Those submitted via email will be read by a board member or Superintendent unless otherwise noted. We will also accept comment cards, in person, from those wishing to speak on the evening of regular session meetings. Executive Session is closed to the public.

[Link to November 29, 2022 Board Meeting](#) To listen to the meeting, call one of these numbers and follow the prompts:

1-253-215-8782 or 1-301-715-8592 Meeting ID: **897 2463 8357**; Passcode: 427699

Or login via Zoom, using Meeting ID: **897 2463 8357**; Password: 427699

NEWBERG SCHOOL DISTRICT 29J
Board Regular Session Meeting, November 8, 2022
In Person / Virtual via Zoom Session

DRAFT MINUTES

BOARD MEMBERS PRESENT

Renee Powell (via zoom)
Brian Shannon
Dave Brown
Raquel Peregrino de Brito
Ron Rilee
Shelley Kolb

BOARD MEMBERS ABSENT

Trevor DeHart

STAFF PRESENT

Dr. Stephen W. Phillips, Superintendent
Becky Brenner, Temp Board Secretary
Cristian Melara, Technology Support Specialist
Scott Linenberger, Director of HR
Heather Bixby, Director of Finance

OTHERS PRESENT

Student Representatives:
Lucia Tomaselli
Maira Turpen

I. REGULAR SESSION CALL TO ORDER (Begins at approx. 24:53 on the YouTube Video Link)

A duly called and noticed Regular Meeting of the Board of Directors of Newberg School District 29J was called to order by chair Dave Brown at 7:00 pm on Tuesday, November 8th 2022. Board members and staff were present, public attended in person and via Zoom Session.

This video session was recorded and posted on the Newberg School District website. [Board Meeting 11.8.22- YouTube](#)

II. FLAG SALUTE

Scott Linenberger led the Board in the Pledge of Allegiance.

III. INTRODUCE NEW STUDENT REPRESENTATIVES (Begins at approx. 26:00 on the YouTube Video link)

Board Chair, Brown, started with introductions of the new Student Representatives: Lucia Tomaselli & Maira Turpen.

IV. REVIEW AGENDA (Begins at approx. 27:25 on the YouTube Video link)

Board chair, Brown, reviewed the agenda.

V. APPROVAL OF MINUTES (Begins at approx. 28:30 on the YouTube Video link)

Motion: Move to approve the Board Minutes, as presented.

Motion: Director Shannon

2nd: Director Powell

Motion Passed: 6 Yes - 0 No

VI. PUBLIC COMMENTS (Begins at approx. 28:56 on the YouTube Video link)

There were several public comments that were submitted via email and read by Superintendent Phillips and several public speakers that addressed the Board, staff and community.

VII. UNION REPRESENTATIVE COMMENTS (Begins at approx. 51:50 on the YouTube Video link)

Licensed Union- Drew Gallagher (Begins at approx. 52:00)

Classified Union- Dr. Phillips read a statement from Jennifer Esmond (Begins at approx. 54:30)

VIII. CONSENT AGENDA: Chair Brown (Begins at approx. 56:05 on the YouTube Video link)

Motion: Move to approve the Consent Agenda, as presented.

Motion: Director Peregrino de Brito

2nd: Director Powell

Motion Passed: 6 Yes - 0 No

IX. BOARD AND SUPERINTENDENT COMMENTS (Begins at approx. 57:02 on the YouTube Video link)

Board member, Peregrino de Brito, read the Proclamation: In recognition of the vital importance for education excellence, and meaningful collaboration between the school district and families, we recognize November as Parents' Rights in Education Month.

X. REPORTS, PRESENTATIONS and DISCUSSION ITEMS (Begins at approx. 1:10:50 on the YouTube Video link)

- NHS Varsity Cheer Travel Request
- NHS Wrestling Travel Request

Motion: Move to approve the Out of State Travel request forms, as presented.

Motion: Director Shannon

2nd: Director Peregrino de Brito

Motion Passed: 6 Yes - 0 No

- Transportation (Begins at approx. 1:12:00)
- Financial Report (Begins at approx. 1:15:05)

XI. FUTURE AGENDA ITEMS (Begins at approx. 1:21:05 on the YouTube Video link)

New Website Platform 11.29

NEA & OSEA Contracts 11.29

Academic Calendar 11.29

SPED Hiring 11.29

Building Principal Presentation 11.29

NHS Student Fees & New Courses 12.13

XIII. FUTURE BOARD MEETING:

Work Session November 29th @ 7:00pm

Regular Session December 13th @ 7:00pm

Adjourn Meeting

Meeting adjourned at 7:58 pm

Recorded by: Tabitha Renne, Board Secretary

Approved by Board of Directors on _____

Chair Dave Brown



Newberg School District 29J

Board Meeting Date: November 29, 2022

ITEM: Consent Agenda
PRESENTER: Director Brian Shannon

ACTION

Accept Licensed Teacher Contract: : Effective November 29, 2022
Dawn Reed — TOSA, Newberg School District

Accept Probationary Teacher Contract: Effective November 29, 2022
Brittany Coblentz— Teacher, Chehalem Valley Middle School
Gracelyn Hardy — Teacher, Ewing Young Elementary School
Josiah Schmidt — Teacher, Newberg High School

Accept Probationary Administrator Contract: Effective November 29, 2022
Holly Miele — Teaching and Learning Coordinator

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the consent agenda as presented.



Principal Board Presentation Form

BUILDING Ewing Young **BOARD MEMBER REP(s)** Shelley Kolb
PRINCIPAL Brian Wood
TOTAL ENROLLMENT 154
TOTAL # STAFF 27

HIGHLIGHTS:

- 1 We are doing some great RTI work that is helping to align our instructional practices with the Science of Reading. This valuable work has been magnified through the addition of our reading specialist and our most recent ELA adoption.

- 2 Our fourth and fifth graders were able to take part in Outdoor School for the first time in multiple years. The students were able to research two local water sources for salmon viability.

- 3 It has been wonderful to welcome back volunteers into the school. The support has been through community events, volunteering in the classrooms, office, and for field trips. The school-home connection is critical to the overall health of the school and having these opportunities is so powerful. K-5 COA has had a great start to the school year and our teaching staff is continuing to build strong relationships with our students and families. We have weekly in-person learning enrichment activities which are an awesome opportunity for our COA students to be in the classroom.

AREA OF IMPROVEMENT:

We are making great strides through our RTI process and would like to continue that important work. There is still lots of work to do to support our students to achieve our SIP goals, ensuring all students are proficient readers by 3rd grade and that our older students are applying their reading skills towards reading for learning. In the area of math, we would like to transfer the RTI process to math while we develop systematic math interventions.



Newberg School District 29J

Board Meeting Date: November 29, 2022

ITEM: NEA Collective Bargaining Agreement July 1, 2022 – June 30, 2024

PRESENTER: Director Brian Shannon

ACTION

Accept Contract Revisions, Changes and Updates as outlined:

Page 20, ARTICLE 6 WORK YEAR section B; section B:1

Page 21, ARTICLE 6 WORK YEAR section B:3; section B:4

Page 22, ARTICLE 6 WORK YEAR section C

Page 26, ARTICLE 7 WORK DAY section C:3:c

Page 27, ARTICLE 7 WORK DAY section C:4

Page 29, ARTICLE 7 WORK DAY section G:2

Page 32, ARTICLE 9 WORKING CONDITIONS section D

Page 33, ARTICLE 9 WORKING CONDITIONS section I

Page 36, ARTICLE 12 ASSIGNMENTS, REASSIGNMENTS & TRANSFERS section C:1

Page 37, ARTICLE 12 ASSIGNMENTS, REASSIGNMENTS & TRANSFERS section E:2:a

Page 43, ARTICLE 15 SICK LEAVE section A:4

Page 46, ARTICLE 16 PAID LEAVE OF ABSENCE section A:2

Page 59, ARTICLE 21 SALARIES section A:1, A:2, A:3, A:4, A:5, B, B:2

Page 60, ARTICLE 21 SALARIES section B:2

Page 69, ARTICLE 24 INSURANCE AND MILEAGE REIMBURSEMENT section A:1

Page 70, ARTICLE 24 INSURANCE AND MILEAGE REIMBURSEMENT section A:8

Page 88, ARTICLE 31 TERM OF AGREEMENT section A, B

Page 89, APPENDIX A

Page 90, APPENDIX B

Page 91, APPENDIX C- REMOVED

Page 92, APPENDIX C (D), Group H

Page 93, APPENDIX C (D)

Page 94, APPENDIX C (D)

Page 95, APPENDIX C (D) REMOVED

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the NEA Collective Bargaining Agreement for the July 1, 2022 – June 30, 2024 as presented.

**Newberg School District 29J
and
Newberg Education Association**



NEWBERG
PUBLIC SCHOOLS

Collective Bargaining Agreement

July 1, 2022 - June 30, 2024

[Handwritten signature]
11/21/22
[Handwritten initials]

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Preamble: A Compact for Collaboration


11/21/22


School systems across the country that have made progress in improving the quality of teaching and learning - the key to improving student performance - have done it by creating a culture of shared leadership and participation by teachers and other staff in the development of strategies for improvement. We believe that a culture of shared leadership must include supportive, collaborative relationships among teachers, principals, and other staff, and structures that facilitate institutional collaboration.

Newberg School District is committed to creating organizational structures and processes that solidify the collaborative relationship between Newberg School District and the teachers' representative organization, Newberg Education Association, so that all parties will work together to do what is best for students.

This Agreement describes a relationship of collaboration being forged between the teachers' union and the school system, dedicated to the continuous improvement of the quality of education in the Newberg School District. "Continuous reflection of one's practice with dedicated time and training" in an educational setting vests employees closest to the work done with students with the shared responsibility to decide how that work is to be done. For the union, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role in public education. For the administration, nurturing a partnership with the union dedicated to the improvement of instruction, schools, and the school system has become a priority.

ARTICLE 1 - STATUS OF AGREEMENT

11/21/23
Amp

A.

1. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all full-time and part-time licensed teaching personnel under contract to the District. This agreement specifically excludes substitute teachers, supervisory, confidential and classified employees, and positions included in other bargaining units.
2. For purposes of this agreement, all other licensed personnel not excluded in A.1, employed by the District shall be considered a "member" under provisions of this agreement.

B. Definitions

1. Member: All unit members represented by the Association in the bargaining unit as defined in Section A above.
2. Contract Member: Any member who has been regularly employed by the school district for a probationary period of three (3) successive years, and who has been retained for the next succeeding year.
3. Probationary Member: Any member employed by the District who is not a contract teacher.
4. Temporary Member: A member employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the first student attendance day because of unanticipated enrollment or because of death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary member.

The district may, at its discretion, offer, and any part-time NEA licensed member may agree, to increase his/her FTE to fill a temporary position as defined in ORS 342.815(10). If an additional temporary part-time contract is then offered by the District, the member may agree in writing, at the time, the additional temporary contract is offered, that he/she has no rights to that additional FTE beyond the period of the temporary contract. District communication with the member shall clearly explain the temporary nature of the additional part-time contract, which shall expire at the end of the period of the temporary contract or sooner should

the district lack sufficient funds, students, etc. to continue the contract for the initial contract duration. The District shall notify the Association at the time of the offer. If the member does not agree to the temporary status for the portion of the increased FTE, the District may rescind its offer.

A permanent part-time contracted member who accepts a temporary full-time assignment for two consecutive years shall become a full time contracted member.

5. Substitute: Anyone who is employed to take the place of a probationary or contract member who is temporarily absent. A substitute may not replace an individual member for more than sixty (60) workdays in the same school year. If it is known from the beginning that the absence will extend beyond sixty (60) days, a temporary teacher shall be hired from the beginning of the absence.
- C. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies not covered by this agreement. This agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District that are contrary to or inconsistent with the terms of this agreement.
 - D. There shall be no subcontracting of bargaining unit positions during the term of this agreement that would result in the layoff of a member.
 - E. There shall be two (2) signed copies and an electronic copy of the final Agreement for the purpose of records. One (1) copy shall be retained by the District and one (1) copy by the Association. Within one (1) month of ratification of this Agreement by both parties, the District agrees to post the agreement on the district website and print copies for members upon request.
 - F. Members hired after the initial distribution of contracts will receive an electronic copy of this Agreement upon commencement of active employment.
 - G. All references to gender in this Agreement shall apply equally to any gender.

ARTICLE 2 - GENERAL PROVISIONS


11/21/22


A. Modification

This Agreement shall not be modified in whole or in part by the parties except by a written Memorandum of Understanding duly executed by both parties.



B. Savings

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or not in accordance with law, or if compliance with or enforcement of any provision should be restrained by any tribunal, or by the inability of the employer or the employee to perform to the terms of the Agreement, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon written request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision. Such negotiations shall be conducted pursuant to ORS 243.712.

C. Contract Maintenance

By September 15, the Superintendent or designee and the Association President or designee agree to establish a calendar at the beginning of the year to discuss contract issues and concerns. By September 15, at each work site, the principal/supervisor shall develop a similar calendar with the Association building representative(s) for building level contract maintenance meetings.

ARTICLE 3 - GRIEVANCE PROCEDURE


11/21/22


A. Definitions

1. "Grievance" shall mean a complaint by a member, a group of members, or the Association.
 - a. That the member or group has been treated inequitably by reason of act or condition which is contrary to established School Board policy governing or affecting members.
 - b. That a specific article of this Agreement has been violated.
2. "Grievant" is the person, persons, or Association who has the grievance and is presenting the complaint, also referred to as the "complainant."
3. The "Party in Interest" is the person, persons, or Association making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the person who advises either Party in Interest.
5. "Representative" is the person chosen by any Party in Interest who may speak for and advise that party at any level of this grievance procedure.
6. "Administrator" is the person who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board policy.
7. "Binding Arbitration" is a decision by an arbitrator that requires compliance by both Parties in Interest.
8. "Working Days" - the term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days. The number of days at any level may be extended by mutual agreement of both parties.
9. "Persons Officially Involved" means the Superintendent, designee or consultant, the grievant, or representative or consultant, and any necessary witnesses.

B. General Procedures

1. All parties shall attempt to complete grievance procedures by the end of the school year. Time limitations at any step may be waived by mutual written agreement.
 2. All Parties in Interest have a right to consultants or representatives at each level of the grievance procedures. The Association shall have the right to be present and state its views at all levels of the formal grievance procedure.
-
3. There shall be no restraint, interference, discrimination, or reprisal exerted on any member choosing to use these procedures for resolution of grievances.
 4. Failure at any level of the grievance procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
 5. All documents, communications, and records of a grievance shall be filed in the school district office separately from personnel files.
 6. Appropriate forms for processing grievances shall be made available to facilitate operation of the grievance procedures.

C. Levels of Grievance

1. Level One - Informal and Formal Grievance Level.

The grievant shall first discuss the grievance with the principal(s) or administrator responsible for the action, either individually or accompanied by a representative, with the objective of resolving the matter informally. If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the principal(s) or administrator responsible for the action within fifteen (15) working days following the act or condition that is the basis of this complaint. If the grievant had no knowledge of said occurrence at the time of its happening, then the grievant may file a grievance within fifteen (15) working days of such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reason why the grievant considers the decision to be unacceptable. The administrator shall communicate the decision in writing within five (5) working days to the grievant and representative.

Within five (5) working days of the receipt of the decision of the administrator, if the grievant is not satisfied with the decision of the administrator, the grievant may appeal the decision in writing to the Superintendent or designee.

2. Level Two - Meeting of Appeal to the Superintendent/Designee

Within ten (10) working days of receipt of the Notice of Appeal, the Superintendent or representative shall conduct a meeting of appeal. A written notice of the time and place of the Meeting of Appeal shall be given to the grievant and representative five (5) working days prior to the Meeting of Appeal.

The Superintendent shall conduct the meeting to allow the Parties in Interest to present the facts. Parties in Interest may elect to call witnesses who shall appear individually at the meeting.

Within five (5) working days of the Meeting of Appeal, the Superintendent/designee shall communicate to the grievant and representative a written decision that shall include supporting reasons for the decision. If the grievant is not satisfied with the decision of the Superintendent/designee on grievances that allege that a specific article of this Agreement has been violated, the grievant may file a written appeal with the Superintendent within fifteen (15) working days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Four-Arbitration.

If the administrator responsible for the action is the Superintendent, and the grievant is not satisfied with the Superintendent's decision, the parties agree to participate in a mediated conversation within ten (10) working days. The mediator shall be mutually agreed upon or the conversation shall be mediated. If the mediated conversation does not lead to a satisfactory resolution, the appeal shall go directly to Level 3, if a Board Policy grievance, or Level 4 (four) for all other grievances.

3. Level Three - Hearing on Board Policy Grievances Before the Board of Directors

For grievances alleging inequitable application of School Board policy as defined in Section A1a, above, the grievant will have five (5) days from the receipt of the Superintendent's decision to appeal to the Board of Directors. Within five (5) working days of receipt of the appeal, the Board of Directors will notify all official parties of the date and time of the hearing. The Board hearing shall be held in executive session unless the parties mutually agree to make the hearing open to

the public. The Board's decision on policy grievances shall be final and binding upon the parties. The decision of the Board of Directors will be provided to the grievant and the Association within five (5) working days following the hearing.

4. Level Four - Arbitration

A dispute or disagreement involving the interpretation or application of specific provisions of this Agreement may be submitted to binding arbitration under the following conditions:

- a. All steps provided for in the grievance procedure must first be exhausted by both parties.
- b. The issue must involve the interpretation or application of a specific provision of this Agreement.
- c. Written notice of a request for arbitration from the Association must be filed with the Superintendent within fifteen (15) working days of receipt of the answer from the last step of the grievance procedure.
- d. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so they shall, within ten (10) working days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators who are also listed on the American Arbitration Association's Labor Panel. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association for conduct of the hearing.
- e. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The arbitrator shall not add to, subtract from, modify or amend any terms of this Agreement, nor shall the arbitrator impose any obligations on the

Association or the District not expressly agreed to by the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority. If the arbitrator exceeds the arbitrator's authority, any award granted shall be declared null and void.

- f. The Board and the Association shall share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and costs of the hearing room.

D. General Provisions

1. In the course of investigating any grievance, representatives of either Party in Interest that need to contact a member or student in school will contact the principal of the building and will state the purpose of the visit upon arrival.
2. Every effort will be made by all parties to avoid interruption of classroom and other school-sponsored activities.
3. Every effort will be made by all parties to avoid unnecessary involvement of students in the grievance procedure.
4. All Parties in Interest will process grievances after the regular workday or at other times that do not interfere with assigned duties.
5. Each party shall pay costs incurred by said party.

ARTICLE 4 - COMPLAINT PROCEDURE

11/21/22
Amp

A. Complaint Review

1. If an administrator receives a complaint regarding a member, the administrator shall document the complaint and the administrator shall notify the member regarding the nature of the complaint, as well as the process whereby the administrator intends to resolve the matter.
-

If the administrator finds the complaint to be untrue or invalid, the administrator shall dismiss the complaint and shall notify the member that the complaint is dismissed.

2. Other complaints shall be documented and discussed with the member and shall follow the process outlined below. The member shall be afforded the right to representation at each step of the process.

B. Process

Initial Conference

1. A conference with the member shall be held within five (5) working days after the complaint is received by the administrator. The five (5) day limitation may be extended by mutual agreement of the District and the Association.
2. During the initial conference, the member shall be presented with documentation of the complaint and when possible, the name of the complainant and other available information including the nature of the complaint and the remedy requested, if any.
3. When appropriate, the member may meet with the complainant to try to resolve the issue.

Complaint Investigation

If the administrator intends to investigate a complaint, the administrator shall conduct an investigation following the initial conference. During the investigation, the member shall be provided the opportunity to respond to the complaint.

Summary Conference

At the conclusion of the investigation, the supervisor shall meet with the member to share the results of the investigation and the disposition of the complaint.

C. Disposition

If the disposition of the complaint results in the complaint being placed in the member's personnel file and the member disagrees with the disposition, the member may submit a written statement setting forth the reasons the member disagrees with the disposition. This statement shall also be placed in the member's personnel file.

D. Appeal

If the member is not satisfied with the resolution of the complaint, the member may appeal to the Superintendent/designee within five (5) working days after receiving the administrator's disposition of the complaint.

E. Complaints Not Presented

Any such complaint, which the Administration chooses not to discuss with the member, shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action by the District.

ARTICLE 5 - MEMBER RIGHTS AND RESPONSIBILITIES

11/21/22

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A. Just Cause

No member shall be disciplined, reprimanded, or reduced in compensation without just cause. Information forming the basis of disciplinary action shall be made available to the member and, upon written request by the member, to the Association.

B. Discipline

1. Discipline shall be defined as an act of the employer against a member, which may have an adverse effect on the continuation of employment. Discipline shall include, but not be limited to, warnings, reprimands or suspensions, reductions in compensation. A member may also be placed on paid leave when there is a good faith basis, on the information available, to remove a member from the worksite pending an investigation. Notwithstanding, a leave with pay which is used to remove a member from the worksite pending an investigation shall not be considered "discipline." If the District determines it is necessary to remove the employee from the worksite pending an investigation, they may place the professional educator at a different site or on paid administrative leave.
2. Discipline shall be exercised for just cause and specific reasons forming the basis for the discipline shall be made available to the member on request.
3. Whenever any member is required to meet with an administrator or other representative of the District for the purpose of imposing disciplinary action or dismissal of that member, the member shall have the right to counsel or representation of the member's choice. The member must also be given reasonable advance written notice stating the purpose of the meeting.
4. Any violation of this provision may be used as a basis for a grievance; however, this Article does not apply to the dismissal or nonextension of contract members or to the dismissal or the nonrenewal of probationary members' contracts. (Such matters are excluded because they are governed by the Accountability for Schools for the 21st Century Law (ORS 329.005 – 329.975), formerly known as the Fair Dismissal Law.

Within ten (10) calendar days upon receipt of the notice of dismissal decision by the School Board, a contract member may submit a request in writing to the Superintendent to appeal the member's dismissal to binding arbitration or to the Fair Dismissal Appeals Board but not to both. If the member's request to

appeal the dismissal to binding arbitration is denied, the member may pursue the appeal through the Fair Dismissal Appeals Board.



After three (3) years of employment, members who hold licenses not issued by TSPC and who are therefore not governed by the Fair Standard Dismissal Law, may grieve terminations using a just cause standard. This Article does not apply to the dismissal or nonrenewal of extra duty contracts.

5. Discipline shall be administered privately.

C. Rights/Responsibilities

1. Members shall have the right to wear professional pins designating their membership in the Association as long as such pin is not inflammatory or derogatory in nature.
2. Maintaining a current and valid license is a condition of employment. Failure to maintain a license current and valid may result in the member's termination from employment.
3. The personal life of a member is not a matter of concern for the District unless the member's personal life has a substantial negative impact on the member's fitness or performance of the member's contractual duties.

ARTICLE 6 – WORK YEAR


11/21/22


A. School Calendar

The work year for members shall conform to the school calendar adopted annually by the Board. The Superintendent or designee shall notify the Association when the school calendar is being developed. If the calendar is being developed by a committee, the Association shall have a representative on the calendar committee. If there is no committee, the District will schedule a meeting with the Association in order for the Association to review and give feedback on the calendar. Such a meeting shall take place twenty (2) work days prior to the calendar’s submission to the School Board for adoption unless the parties mutually agree on a different timeline. The Association shall be given the opportunity to comment on any unforeseen changes that occur after adoption. The District shall schedule three (3) inclement weather/school emergency closure make-up days in the annual calendar prior to the start of the school year. These may be in-service days, parent conference days, educator work days, or student contact days.

B. Work Year

The work year shall consist of no more than:

~~190 days for the 2019-2020 school year~~ **191 days for the 2022-2023 school year**
~~191 days for the 2020-2021 school year, and~~ **190 days for the 2023-2024 school year**
~~192 days for the 2021-2022 school year, within the following limits:~~

1. 173.5 student days for the ~~2019-2020~~ **2022-2023** school year, ~~174.5~~ **172.5** student days for the ~~2020-2021~~ **2023-2024** school year, ~~and 175.5 student days for the 2021-2022 school year.~~
2. Conferencing: The District and Association agree that at all levels ongoing communication with families constitutes conferencing.

Elementary and Secondary Level Conferences: Up to three (3) Conference Days may be scheduled. “Conference Days” are those days provided for the purpose of conferring with parents or legal guardians. Conferences in the fall may be scheduled in the “traditional” manner (as defined by past practice). In the spring, conference days shall be designed collaboratively and used flexibly with an understanding that teachers shall conference based on their own professional judgment or by the request of the parents or guardians. A conference that takes place outside the member’s workday shall count as a professional meeting and shall be compensated per Article 7.D.4.

3. Six and a half (6.5) Preparation/Grading Days. "Preparation/Grading Days" shall be days provided for members to compute grades, plan and prepare lessons, do research or prepare for the upcoming grading period in their classrooms. Member Preparation/ Grading Days shall be free of any required meetings. Unit members are eligible for working off-site during any teacher Preparation/Grading days. Members need to communicate with their administrator prior to the grading day if they are going to work off site. First-year teachers will be required to work on-site for the first year. If a member fails to submit grades during the time allotted, that member will forfeit the right to work off-site for the next Preparation/Grading Day.

One half day of preparation shall occur directly following winter break and shall be combined with a half day of professional development referenced in B4 of this section. The preparation day shall include at least two (2) hours of uninterrupted preparation time and may include up to two (2) hours of PLC time. Unit members may work off site during their preparation time.

4. ~~Two and a half (2.5)~~ **Three (3)** Professional Development Days. The District and Association agree to the importance of improving student outcomes. A key component of achieving this is through meaningful professional learning opportunities for professional educators. To this end, the content of these professional development days shall be collaboratively determined, and shall involve leaders from building Site Councils, NEA Building Representatives and Building Administrators in order to meet District Strategic Goals. These days are to be aligned to building school improvement plans and provide time for teachers to meet the professional development requirements of the teacher supervision and evaluation system.

One professional development half day shall occur on the day directly following winter break. The half day shall include a 30 minute duty free lunch and be collaboratively determined between the District and Association, as referenced above.

5. Five (5) holidays:
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Martin Luther King, Jr Day
 - Memorial Day

6. Presidents' Day is a noncontract day.

The October "Statewide Professional Day" is a noncontract day.

C. First Year Members

Members who are in their first year in the District shall be paid their per diem rate for two (2) orientation days beyond: **191 days in 2022-2023 and 190 days in 2023-2024.**

~~190 days in 2019-2020~~

~~191 days in 2020-2021, and~~

~~192 days in 2021-2022~~

D. Inclement Weather/Emergency School Closure

In the event of unscheduled school closures due to sickness, weather, district-wide emergencies or catastrophic (non-financial) events, the Board reserves the right to alter the school calendar to allow makeup time. Up to the equivalent of one full school day will not be made up or rescheduled. In the event there are additional days of closure, the superintendent and/or designee will collaborate with NEA leadership on how and when to utilize those days.

E. District Approved Extended-Day Contracts

1. Counselors, librarians, vocational instructors, school psychologists, Title 1 reading teachers, school-to-work coordinators, and Teachers on Special Assignments (TOSA) may be required to report for work prior to and/or after the normal work year and shall be compensated at their per diem rate of pay. Such days shall be contiguous with the contract year unless there is mutual agreement to schedule the days at another time. The requirement to work beyond the contracted workdays in a school year shall be limited to ten (10) additional workdays each school year, unless mutually agreed upon by the member and the administrator/supervisor, and the member shall be notified of the change within thirty (30) days. Building administrators/supervisors will work collaboratively with the affected member(s) to determine the actual days of the extended contract. The District retains the right to make the final placement of extended contract days.
2. For the purpose of meeting state or federal requirements of professional learning as provided in a letter of direction from those agencies, members may be required to report for work prior to, and/or after, the normal work year, and shall be compensated at their per diem rate of pay. The District will pay the costs of participating in the professional learning. The Association Executive

Council will be notified before a general announcement to NEA Members. Members will be notified with as much advance notice as possible.

3. All other work beyond the contract year shall be voluntary.

F. Association Representatives and Administrators from each building will meet at the end of the school year to collaborate on the next year's calendar items for staff work. Including but not limited to staff meeting days, conference days, nighttime activities, and professional meetings.

ARTICLE 7 – WORK DAY


11/21/22


A. Teaching Hours

1. A member's normal workday shall be eight (8) consecutive hours. The District recognizes there are times when a member will need to leave the site early. ~~They also recognize there are times when the member will need to stay beyond~~ the eight (8) hour day to fulfill professional responsibilities. The District has an expectation that members are professionals and will adjust their schedules to fulfill their professional responsibilities.
2. Each member shall have a thirty (30) minute duty-free and continuous lunch period within the normal eight (8) hours.
3. Each school shall establish a workday between the hours of 7:00 a.m. and 4:30 p.m. The specific hours of the workday may be altered by the District due to budget constraints, enrollment growth or transportation. However, the altered hours of the designated workday shall remain eight consecutive hours. Should such workday changes become necessary, the District shall include the Association in the development of any changes.
4. If the work site is an alternative or special program, alternate work hours outside the 7:00 a.m. to 4:30 p.m. timeframe may be established. When positions are posted for such programs, postings shall include the site's work hours.
5. Exceptions to the set school schedule on an occasional basis must be agreed upon by the member and principal. A principal may grant early departure and may or may not require compensatory time. It is expressly agreed and understood that this item and A3 of Article 7 shall not be grievable or arbitrable. Exceptions to the set school schedule for a member on a regular basis must be agreed upon by the member, the District and the Association.

B. Preparation ("Prep") Limits

Effective teaching at the secondary level is diminished if a professional educator must prepare for more than three (3) different subject areas/courses per day ("preps"). Administrators shall make every effort to limit preps for secondary teachers to three (3) per day, unless it is the teacher's desire to teach additional subject areas/courses. For example: Calculus, Geometry, Algebra, and Trigonometry equate to four (4) preps. Humanities (the combined class of Language Arts/Social Studies) and Yearbook equate to three (3) preps.

If a member is assigned more than three (3) preps a meeting between the NEA Representatives, the affected member, and Building Administration shall be held to problem-solve a solution.

If a solution is not found within the building to the member's satisfaction, the issue shall be brought to the district's attention for collaboration towards potential solutions.

C. Preparation Time

1. Preparation time at all levels

- a. Each full-time member shall have five (5) preparation periods weekly of the member's school's class time length during student contact time. These preparation periods shall not be less than forty (40) uninterrupted minutes. Members who work less than full-time will have their preparation time prorated.
- b. Preparation periods shall be scheduled a minimum of one (1) period per workday. For members assigned to more than one (1) worksite, time used to travel between buildings shall not be considered preparation time or lunchtime. When the schedule or circumstances do not permit a minimum of one preparation period per workday, the District shall discuss the reasons with the Association and the member and an attempt shall be made to resolve the issue to include a preparation period as defined above. Members may request a change in their preparation time other than a minimum of one preparation period per day.
- c. Preparation time is an educator directed time provided to the member in order to plan instruction and address professional responsibilities. This time cannot be scheduled into meetings without the member's permission and all efforts will be made to ensure this time is uninterrupted. Members are also provided time before and after student contact time to pursue their professional responsibilities.
- d. Except when the District determines an emergency exists, members shall not be assigned or contracted to other duties during preparation time. Any member required to perform a duty during their preparation time shall be compensated for the entire preparation period at the rate stipulated in Article 7 – G.

2. Elementary Preparation Time

- a. Elementary members may request up to twelve (12) additional hours of preparation time throughout the school year, or shall receive compensation (in lieu of preparation time) at the members' per diem rates. Requests for this additional preparation time or compensation shall be made to the principal at least two (2) working days in advance. Members who work less than full-time shall receive prorated time.
- b. All requests for extended compensation need to be approved by the principal. If the member is requesting a substitute, the time will be allocated in four (4) hour increments.
- c. This additional preparation time may not be used to extend a holiday, winter or spring break or any vacation period.

3. Special Education Preparation Time

- a. Elementary Special Education educators shall be granted an extra preparation period per day of no less than forty (40) minutes. Middle school and high school Special Education educators shall be granted an extra preparation period per week. These periods may be used for case management, meeting with regular classroom teachers, parents and administrators, and/or for IEP meetings when they cannot be scheduled at other times.
- b. The District and Association agree that with an Inclusion Model there is a need to support Special Education teachers with additional release time. The number of days needed for release shall be determined by each building's Special Education Team in collaboration with Building Administrators and a representative from Student Services. This decision shall consider caseload, and up to four (4) days may be requested per year.
- c. Special education members (including speech pathologists) will receive a stipend for additional meetings and prep time to manage expected caseloads (as per Extra Duty Appendix C-Group F). Members that work less than full-time shall receive a prorated stipend. Due to the workday start times exceeding a 15 minute differential at the elementary and secondary levels, if a special education member is assigned between elementary and secondary, their additional meetings shall not exceed

seven (7) hours per month. Any meetings beyond seven (7) hours will be timesheeted in 15 minute increments at the per diem rate.

- d. All requests for extended contract compensation need to be approved by the principal. If the member is requesting a substitute, the time will be allocated in four (4) hour increments.

4. Language Acquisition Models

In order to accommodate language acquisition models in the District, those general education teachers (including Dual Language teachers) participating in a co-teaching model, will receive a \$1000 stipend for their collaborative preparation and planning time. Dual Language teachers who are ESOL endorsed engaging in integrated English Language Development will receive a \$1000 stipend for the preparation and planning time as well as consultation with an English Language Development specialist. English Language Development specialists who engage in a co-teaching model or consultation with general education teachers (including Dual Language teachers) will receive \$1500. Members who work less than full-time will receive a prorated stipend.

D. Professional Time

1. During the time members are not conducting classes (preparation periods and time between the last class and the end of the workday), members shall pursue their professional responsibilities.
2. Late Start Wednesday

The first hour of one (1) Wednesday per month will be used for administrator directed professional learning, the remaining time will be educator directed preparation time.

The remainder of the late start Wednesdays will be divided as follows:

- When there are two (2) Wednesdays per month, the other Wednesday will be reserved for member-directed preparation/planning.
- When there are three (3) Wednesdays per month, one (1) Wednesday will be reserved for member-directed preparation/planning and one (1) Wednesday will be PLC work.
- When there are four (4) Wednesdays per month, two (2) Wednesdays will be reserved for member-directed preparation/planning and one (1) Wednesday will be PLC work.

- When there are five (5) Wednesdays per month, three (3) Wednesdays will be reserved for member-directed preparation/planning and one (1) Wednesday will be PLC work.

3. Meetings

- a. There shall be up to two (2) administrator directed meetings per month. One of these meetings shall be an all staff meeting. One staff meeting per month shall be allowed to extend 30 minutes beyond the workday. It is the District's expectation that members will attend professional meetings unless unable to because of a conflict. The District expects members to communicate with their supervisor when they are unable to attend a professional meeting. A calendar of these meetings will be established by September 15th and promptly distributed to staff.
- b. As part of the professional educator's professional responsibilities, other meetings may be required. Non-SPED members who attend more than one (1) IEP or 504 meeting per month, which extended beyond regular work hours, will complete a time sheet to be compensated in fifteen minute increments at per diem rates.

E. Work day for Part Time Members

1. Members working less than full-time shall have a prorated amount of preparation time, based upon the member's percentage of full-time work.
2. Whenever possible, part time members shall have the same prorated amount of instructional minutes and student contact time.
3. Part-time members who work .6 FTE or more shall have a duty-free thirty minute continuous lunch. Part-time members with a special education assignment shall have a pro-rated amount of case management time.
4. Part-time members shall be required to attend after-hours events and conferences. If such time is in excess of the part time member's normal workday, the member shall be compensated at the prorated per diem rate of pay for their attendance.
5. A part-time member and his/her supervisor may mutually agree to have the member attend meetings and activities beyond the workday. Additional work

time for such meetings and activities shall be compensated at the curriculum rate.

F. IEPs/Student Plans

1. A principal, when possible, will hire a rotating substitute educator(s) for the school to cover classes for regular classroom educators and special education educators if they are required to attend IEP meetings during the school day.
2. A good faith effort will be made to conclude IEP and other Student Plan meetings before the end of the regular workday.

G. Substitute Teachers and Covering Classes

1. Every effort shall be made to utilize substitute teachers already at the school to cover classes of absent members. The Association and the District acknowledge that due to a substitute shortage, there may be times when an educator is asked to cover another educator's class, either for a limited period or for the day. Before a bargaining unit member is asked to cover another educator's class, the building administrator will have an opportunity to resolve the coverage issue.
2. When a principal or supervisor assigns a member to substitute for another member during their scheduled preparation period, the member(s) shall be paid at the BA+60/step 7 hourly rate, ~~of \$36.50 per hour.~~
3. Members supervising another member's class for the day when a substitute is not available will receive the entire sub pay. If more than one (1) member shares supervisory duties when a substitute is not available, the substitute pay will be split among the members supervising. Covering classes is voluntary unless an emergency situation exists.

H. Night Time Activities

Within the academic year there are essential evening activities that are not contiguous to the school day that require members' attendance. Examples of these events are Back to School nights, Celebrations of Learning, Beginning of the Year Barbecues, Curriculum Nights, and Graduation. During the previous spring, or at the latest, by September 15 of the school year, the Association Representatives from each building will meet with their principals in a dedicated meeting to review which nighttime activities members are expected to attend for that year. This meeting must occur at least one (1) week before any scheduled night even. For any one school, during the

year, there will not be more than two (2) of these night time events required, and their duration shall be no more than 90 minutes. A calendar of scheduled events shall be communicated promptly to staff.

ARTICLE 8 - DISTRICT RIGHTS


11/21/22

It is recognized that, except as expressly provided in this Agreement, the District shall retain whatever rights and authority are necessary for the District to operate and direct the affairs of the District in all of its various aspects, including but not limited to the right to direct the work force; to plan, direct and control all the operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer members; to make purchases; to hire, promote, demote, suspend, discipline, discharge or enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.



ARTICLE 9 - WORKING CONDITIONS

11/21/22
AMP

- A. Unless there are special circumstances as determined by the District, effort will be made to maintain state standards for elementary members and Northwest Accreditation Association standards for secondary members.
- B. At the request of the Association, class sizes will be reviewed by the District. In the event a member perceives a classroom assignment contains an inequitable number of students, the member may request the principal to review student placement in his/her classroom.
1. At the beginning of the school year when inequities in classroom assignments exceed three students at the elementary level, the principal shall meet with building staff to attempt to balance the class size numbers within the grade level at that building unless the staff determines the adjustment is not needed.
 2. The District shall make every effort to equitably distribute students who may require additional supports among regular education classes.
- C. The District and the Association shall work collaboratively to maintain an equitable distribution of workload among classrooms and buildings.

D. School Counselors

Counselors shall not be assigned any additional duties before student contact time, during student lunch time, or after the student contact day, other than those duties regularly assigned to other professional educators. Should a non-emergency situation occur that requires educators to perform a duty outside their regular job responsibilities (for example, substitute teaching during preparation time due to a substitute shortage, etc), the district will make every effort to distribute the duty equitably among the staff. This does not preclude a school counselor from completing their regular job responsibilities during the above times.

- E. If a class includes a student with a behavioral issue, the member shall be provided with the student's known behavior patterns and known strategies for managing the student's behaviors as soon as practicable. The professional educator shall be given access to any documents which reference the student's behavior, including, but not limited to past behavior plans, disciplinary records, etc. The intent of such strategies and behavioral supports is to foster a safe and supportive environment for students and professional educators.

- F. The District shall make every effort to maintain a work environment that is free of harassment, intimidation and bullying. Where harassment, intimidation or bullying are suspected, the District shall adhere to the provisions of Board Policy and Administrative Regulations 5296/JFCF (Hazing/Harassment/Intimidation/ Bullying/Menacing) in effect at the time of ratification.
- G. Job descriptions shall be maintained by the District for all bargaining unit positions.
- H. Members may be required to score non-classroom based assessments such as work samples; essential skills work samples and district assessments. Professional educators shall use classroom-based assessments to meet State and District level assessments and work sample requirements. The grading and entering of scores for such assessments shall be done as part of professional responsibilities. For any non-classroom based assessments required by the district or the state, members shall be provided time during their workday, and provided with a substitute, to complete the tasks of scoring and entering data. Professional educators may use their own scoring rubrics unless specified by the state.
- I. At least two (2) times per year, the Labor Relations/Management Committee shall meet. **The meetings shall be scheduled by September 15th.** The Association President (or designee) and the Superintendent (or designee) shall establish the agenda for these meetings.

ARTICLE 10 - SUBSTITUTE TEACHERS


11/21/22

- A. Upon request, the District shall make available a current list of the qualified available substitutes.
 - B. Members may express their preference of substitutes.
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ARTICLE 11 - NONDISCRIMINATION


11/21/22

The Association and the District agree that they shall not discriminate against any member because of age, race, religion, sex, national origin, disability, unless the disability constitutes a bona fide occupational disqualification, marital status, sexual orientation, membership or nonmembership in the Association, domicile or other protected classifications as defined by State or Federal law.



ARTICLE 12 - ASSIGNMENTS, REASSIGNMENTS & TRANSFERS


11/21/22


A. Vacancies

1. A vacancy is a new or existing bargaining unit position that is unfilled.
 2. The District shall post vacancies on the District's website for a minimum of five (5) business days.
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B. Assignments

1. An assignment shall refer to the grade level, subject(s) taught, specialty area, room, and building to which the member is assigned.
2. All current members shall be given notice of their anticipated assignment for the forthcoming year as soon as practicable.

C. Reassignments

1. A reassignment is defined as a change from one grade level to another, one subject to another, one room to another or to fill a vacated position within the same building/department. A reassignment may be initiated by the member or the District.
2. Appeal to the Superintendent

If there is a disagreement about the reassignment, the member may appeal to the Superintendent.

D. Voluntary Transfers

A voluntary transfer is defined as when a member voluntarily requests a change in assignment from one building to another or when the District initiates a change in assignment to another building and the member agrees.

1. Members desiring a transfer for the ensuing year shall submit a written request for transfer that specifies a specific type of assignment or known vacancy.

The District shall maintain a current transfer list.

2. When a vacancy occurs, members who have requested consideration for such an assignment shall be notified and offered an opportunity to interview.

The requirements of this section do not apply to vacancies that occur during the school year for the current school year or after August 1 for the ensuing school year.

3. If, during the summer recess prior to July 15, the District is unable to notify a member by letter at last known address, as determined by lack of response within five (5) business days of posting said letter, the considerations listed in Section 2 shall be considered waived for that vacancy.
4. Members requesting transfer will be given notification of the approval or disapproval of the request.

E. Involuntary Transfers

An involuntary transfer is defined as when the District initiates a change in teaching assignment or reassigns the member from one building to another and the member does not agree with the change in assignment.

1. In infrequent cases, involuntary transfers shall be made at the recommendation of the principal if authorized by the Superintendent. All such involuntary transfers shall be discussed with the Association President prior to final placement.
2. With the exception of those infrequent involuntary transfers initiated by the principal and authorized by the Superintendent, the process for involuntary transfers shall be determined as follows:
 - a. Volunteers shall first be requested and considered from among the staff members. Such volunteers shall be selected for transfer if they possess the appropriate endorsement where the positions are to be filled. If there are more volunteers than positions, volunteers shall be interviewed and selected by the principal/supervisor of the receiving school.
 - b. In the absence of volunteers with the appropriate endorsement, the member with the least seniority who possesses the appropriate endorsement shall generally be transferred.

- c. In all cases where members share the same hire date, seniority shall be determined by drawing lots. However, the member selected must be properly endorsed for the new assignment.

An involuntary transfer to another building shall be made after a meeting with the member, the immediate supervisor, and the new supervisor, at which time the member shall be notified of the reasons for the transfer. The member shall have the right to appeal to the Superintendent.

3. If a member must be involuntarily transferred because of overstaffing in a grade or department, the preference of the member for any open position shall be considered.
4. The Association shall be notified when a member is involuntarily transferred.

F. Assistance with Moving

A member who is reassigned or transferred at the District's request shall have two (2) school days without a direct teaching assignment, or two (2) days paid at the per diem rate to make the transition. When requested, the District shall assist the member in packing and transporting materials, as needed.

ARTICLE 13 - EVALUATION

11/21/22
[Signature]

A. Purpose

The "purpose of evaluation is to aid the member in making continuous professional growth and to determine the member's performance of teaching responsibilities." (ORS 342.850)

B. The District shall maintain and develop an evaluation process in consultation with the Association. Revisions in the *Newberg Public Schools Teacher Supervision and Evaluation Handbook* shall be made in compliance with provisions of ORS 342.850 and SB 290.

C. Evaluation Process

1. By October 1, the District shall distribute a copy of The Handbook to each newly hired licensed member. Members shall have the opportunity to attend a meeting where the current evaluation practices are explained. The District will give written notice to contract members of their evaluation status.

2. Evaluators shall be District administrators. The District shall invite union leadership to participate in all evaluation trainings provided to administrators.

3. Evaluation Criteria

- a. Student attendance shall not be used in member evaluations.
- b. When a member is misassigned, as defined under the rules of the Teacher Standards and Practices Commission (TSPC), the member may be informally observed in the area(s) of misassignment provided the administrator also conducts formal observations of the member's regular assignment.
- c. Administrators shall not use the evaluation instrument to avoid the just cause provisions of Article 5 or the complaint procedure in Article 4.

4. A member may attach a rebuttal to any observation or evaluation report.

5. Evaluation Cycle

- a. Each formal observation will be preceded by a pre-observation planning conference between the evaluator and the member. The evaluator shall

attempt to schedule the pre-observation conference at a mutually agreed upon time. A post observation conference shall be held as soon as possible after the observation. Members may request a copy of all observation materials and notes.

- b. Probationary Members: Formal evaluations shall be made annually after a minimum of two (2) observations; and may include other relevant information developed by the District (ORS 342.850) related to performance standards and licensed job descriptions.
- c. Contract Members: Formal evaluations shall be made at least every other year after a minimum of one (1) observation; and may include other relevant information developed by the District (ORS 342.850) related to performance standards and licensed job descriptions.
- d. If the number of formal observations exceeds two (2) per year for contract members or four (4) per year for probationary members, the supervisor shall notify the members of the reasons for the increase in observation.
- e. The Licensed Evaluation Form and post evaluation conference shall be completed at least four working days before the end of the work year (provided the member has been at work). No member will receive negative comments on the evaluation form without having had prior notice of the performance deficiency.
- f. Each bargaining unit member who is being evaluated shall receive, upon request, date stamped copies of all official documentation used in the evaluation process.
- g. If District evaluation policy requires or allows the use of artifacts in the evaluation process, then the bargaining unit member and the evaluating administrator shall collaborate on the selection of the artifacts. If the member disagrees with the selection of an artifact, the administrator shall follow personnel file language in Article 14.C.
- h. The District shall have the ability to link teachers with student assessment data to meet the minimum requirements of state and federal law. However, the confidentiality practices and policies applied to personnel files will be applicable to the data used within the evaluation process.

D. Program of Assistance for Improvement

A Program of Assistance for Improvement may be a part of the evaluation process. The purpose and design of the Program of Assistance is to improve member performance.



1. The member and the Association President shall be notified of the District's intent to place a member on a Program of Assistance for Improvement.
 2. The member shall have the right to representation at all meetings regarding the Program of Assistance.
 3. A meeting shall be scheduled for the purpose of discussing the Program of Assistance. The meeting shall include a discussion of the deficiencies and a review of the written plan which outlines corrective steps to address the identified deficiencies, timelines for implementation and review, and a description of the assistance to be provided by the District. The Program of Assistance may be modified upon input received from the member or the representative.
 4. At the end of the Program of Assistance, a meeting shall be held to notify the member of his/her status which may include successful completion of the Program of Assistance, an extension/modification of the Program of Assistance, or a recommendation for dismissal of the member.
- E. Members may collaboratively develop their Continuing Professional Development Plan with their supervising administrator.
- F. Alleged violations of the evaluation process may be subject to the grievance procedure as outlined in Article 3.

ARTICLE 14 - PERSONNEL FILES


11/21/22


- A. Personnel files shall be maintained as provided in ORS 342.850.
 - B. Members may review their file and may copy any data therein. A member may be accompanied by an Association representative during this process. If the District is asked to supply copies, a reasonable copying fee may be assessed.
-
- C. No evaluation document, materials that are disciplinary in nature, or complaints, shall be placed in the personnel file without providing written notification to the member. A member shall have the right to submit a written response to said material and the right to have the written response included in the personnel file.
 - D. Written materials not previously made known to the member prior to the notification of demotion, discipline or dismissal shall not be used as a basis for action by the Board.
 - E. A member may request removal of documents from the member's personnel file.
 - F. A member's immediate supervisor may maintain a building or working file that is not part of the personnel file. The contents of the working file shall be available to the immediate supervisor, the member or the member's representative, but the file is otherwise considered a confidential file.

ARTICLE 15 - SICK LEAVE


11/21/22


A. Sick Leave for Members

1. "Sick Leave" means absence from duty because of a member's illness or injury.
2. The District shall allow each eligible full-time member eighty (80) hours (ten (10) days) of sick leave at full pay during each school year. Members hired for less than full-time will receive sick leave in a proportionate amount.
3. Sick leave at full pay in excess of five (5) consecutive school days shall be allowed only upon certification of the member's attending physician or practitioner that illness or injury prevents the member from working.
4. Sick leave not taken shall accumulate in accordance with ORS 332.507. The District will allow a member to accumulate unlimited sick leave at full pay, ~~to be used in units of four (4) hours (one half day) or eight (8) hours (one full day).~~
5. Accumulated sick leave transferred from other Oregon school districts shall not exceed eighty (80) hours (10 days per year). The transfer of sick leave from other school districts shall not be effective until the member has completed thirty (30) working days in Newberg School District.
6. A member will be allowed to use accumulated sick leave for that portion of a maternity leave during which her doctor certifies that she was physically disabled and unable to perform her duties due to pregnancy or childbearing, in accordance with state and/or federal law (OFLA/FMLA).
7. If a member uses more than twelve (12) sick leave days in a given month, the District reserves the right to request that the member provide the District certification from the member's physician that the member is able to perform the member's duties.

B. Sick Leave Bank

1. The District and the Association agree that there are times when a member may need additional sick leave days should a serious physical health care condition (for self, spouse, children, parents) cause a member to exhaust his/her accumulated sick leave days and personal leave days. A serious physical health condition is defined as an extraordinary or life threatening severe illness, injury,

or impairment which has caused or is likely to cause the member to take leave without pay or terminate his/her employment.

2. The District and the Association further agree that members may apply for the use of up to twenty (20) additional sick leave days during a school year under the following conditions:

-
- a. The member must have used all his/her accumulated sick leave.
 - b. The member must have used all his/her personal leave.
 - c. The member must not be eligible for lost time compensation under Worker's Compensation.
 - d. The member has been absent for five (5) consecutive days or demonstrates a continuing pattern of absence because of a serious physical health condition.
 - e. The member must complete an application form and submit it to the Superintendent/designee.
 - f. The member must present a physician's statement of illness and other documentation as required certifying a serious physical health condition.

3. The Superintendent/designee shall review the application and verify that the conditions in Section B2 have been met. If the conditions have been met, the Superintendent/designee shall send a donation form to the applicant and Association building representative confirming the establishment of the bank with the following conditions:

- a. It does not establish a precedent.
- b. It is limited in scope to Newberg School District licensed members who voluntarily donate sick leave hours using the form provided.
- c. Each member may donate up to sixteen (16) hours with a four (4) hour minimum. Donated hours cannot be reclaimed by the donor member at any time. These hours become part of the receiving member's sick leave and if not used are carried over to the next year.

- d. Not more than twenty (20) donated days will be used by the member in one school year.
4. When the member applicant or representative has collected the donated days, the donation forms shall be submitted to the District payroll department.
5. If the conditions in Section B2 are not met or are incomplete, a sick leave bank shall not be established. The applicant and the representative shall be notified. The applicant may resubmit a completed application.

If a sick leave bank is not established, the action of the Assistant Superintendent shall not be grievable or subject to appeal.

C. Injury on Duty

1. As stipulated in ORS 656.240, accumulated sick leave may be used to make up the difference between the member's regular net, take-home salary and the benefit received under the Oregon Worker's Compensation Law (ORS 656.005(8)). A member's sick leave will be charged for only the prorated portion paid by the District.
2. Definition of Duty: The term "duty" shall cover all assignments required during in-school days and extra-curricular assignments, including nighttime and weekend duties.

D. An accounting of accumulated sick leave hours will be given to each member on a regular basis.

ARTICLE 16 - PAID LEAVES OF ABSENCE

11/21/22
[Signature]

Members shall be entitled to the following temporary non-accumulative leaves of absence with pay each year.

A. Personal Leave

1. Three (3) days leave of absence shall be provided for matters of a personal nature. Whenever reasonably possible, advance notice shall be given to the member's principal or immediate supervisor. Personal leave may be taken in units of no less than one-half (1/2) day. Such leave shall not be used to extend a holiday, or any vacation/break period without prior supervisor approval.
2. **Members may roll over up to two (2) unused personal leave days from year to year. A member's total amount of accrued personal leave shall not exceed five (5) days. By May 1 of each year, members shall inform the human resources department if they intend to roll over any unused personal days. If no notification is given, then members covered by this contract, who have two (2) or more unused days of personal leave by the end of that school year, shall receive payment equivalent to the District substitute pay for one (1) day.**

B. Legal Leave

1. A member shall be granted leave with pay for service on a jury, provided, however, that compensation paid to such member for the period of the leave shall be reduced by the amount of the compensation received by the member for such jury service.
2. Unless otherwise mutually agreed, the jury or witness fees due the member for such services during the work year, with the exception of mileage and expense fees, shall be submitted to the Business Office.
3. Upon being excused from jury service prior to noon during any day, the member shall contact his/her supervisor. The supervisor shall determine whether the member should report to the work site for the remainder of the day and whether the substitute should remain to work for the member or be reassigned within the building.
4. This provision shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Leave identified in this provision does not

apply when a member or the Association is involved as a litigant for personal reasons.

5. The following provisions apply when the member is called as a witness outside of the regular contract year:
 - a. Members who are subpoenaed to appear in court outside their contract year shall present the subpoena to the Superintendent/designee for review. The Superintendent/designee shall determine whether the member shall represent the District in the matter.
 - b. Should the Superintendent/designee determine that the member must be present to represent the District, the member shall be compensated at the curriculum rate for hours served outside the regular contract year.
 - c. Any compensation paid to the member for service as a witness by the District shall be reduced by the amount of compensation received by the member for such service by the courts.
 - d. The member shall record his/her hours on a timesheet and submit these hours to the Superintendent/designee for approval.
 - e. Once a member's time as a witness is concluded and the member is released by the court, the member shall report the conclusion of the member's service to the Superintendent/designee.

C. Bereavement Leave

1. Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any school year, to be taken in half-day or full-day increments. Immediate family shall be defined as follows:
 - a. Spouse of the member.
 - b. Children, stepchildren, or grandchildren of the member.
 - c. Parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, brother and sister-in-law, or grandparent of the member.
 - d. Any permanent resident of a member's household.

2. One (1) day of bereavement leave may be used for the death of a close friend, colleague, or for other family members not noted in D.1 above.
 3. Exceptions to the above as approved by the Superintendent/Designee.
 4. Bereavement Leave shall not accumulate from one school year to the next.
-
5. Employees who qualify for Oregon Family Leave Act (OFLA) Bereavement Leave may take up to ten (10) days of OFLA Bereavement Leave to attend funerals, to make necessary arrangements, or to grieve the family member. See ORS 659A.150-186.
 6. The ten (10) days of OFLA Bereavement Leave runs concurrently to the five (5) District-paid bereavement leave.
 7. The OFLA Bereavement Leave must be completed within sixty (60) days of the notice of death.

D. Military Leave

1. The District shall grant military leave to members on duty with a uniformed service in accordance with applicable State and Federal law. Members requesting military leave are required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.
2. A member shall be granted military leave for a minimum of fifteen (15 days) per year without loss of time, pay, benefits, regular leave, or other rights to which the member is entitled under the law. (See also Article 17, Section G - Unpaid Military Leave.)

E. Caring Leave



Members shall be allowed to use sick leave to care for family members (spouse, children, parents) due to their illness or injury.

No more than ten (10) days of sick leave may be used in one school year to care for the member's brother, sister, grandparents, in-laws, or any permanent resident of a member's household unless allowed under the State or Federal Family Medical Leave Act. Exceptions to the above may be approved by the Superintendent. (See also Article 17, Sections D, E & F.)

F. Parental Leave (Birth or Adoption)

Members may use their accumulated sick leave for parental leave as allowed in the State or Federal Family Medical Leave Act. (See also Article 17, Section D.)

ARTICLE 17 - UNPAID LEAVES OF ABSENCE


11/21/22


A. Leaves of One School-Year

1. A leave of absence not to exceed one (1) year may be granted to any member upon application, in writing, to the Board. These requests for leave shall be submitted no later than March 1 for the following year. A member is not guaranteed to return to the position he/she held at the time of leave. Such placement of the member in said position, however, shall be subject to the layoff and recall provisions of this agreement.

Extensions up to one (1) year may be granted by the Board. Upon Superintendent or designee approval, job share situations (Article 29) are excluded from extension limitations.

2. While on such unpaid leave, the member shall be allowed to continue to be covered by the District insurance programs at the member's expense.

B. Leaves of Less than One School Year/Short-Term Leaves

1. A member may apply to the Superintendent/designee for unpaid leave of less than one (1) year.
2. When a member requests and the Superintendent or designee approves a leave of absence in which the beginning and ending dates of the leave fall within the same school year, the member shall be allowed to return to the position held at the beginning of the leave. Such placement of the member in said position, however, shall be subject to the layoff and recall provisions of this Agreement.
3. While on such unpaid leave, the member shall be allowed to continue to be covered by the District insurance programs:
 - a. At the District's expense if the member works or has paid leave during the previous pay period; or
 - b. At the member's expense if the member did not work or have paid leave during the previous pay period.

- C. Members not returning from a leave of absence must notify the district by March 1st. Members denied an extension to their leave of absence shall notify the district within twenty-one (21) calendar days of their intentions for the next year.

D. Restoration of Benefits

Experience credits, unused accumulated sick leave, unused accumulated personal leave, and established eligibility for sabbatical leave to which a member was entitled at the time the leave of absence commenced, shall be restored upon return from such leave.

E. Parental Leave (Birth or Adoption)

Parental leave for up to one (1) year without pay may be granted by the District for the purpose of childrearing. (See also Article 16 Section G – Paid Parental Leave.)

F. Maternity Leave

1. A member who is pregnant may be granted, upon approval of the District, a leave of absence to begin at any time between the commencement of the pregnancy and the time of delivery. The member shall notify the Superintendent in writing of her desire to take such a leave at least thirty (30) days prior to the date on which the leave is to begin. The District may require a physician's statement certifying pregnancy.
2. A member who is pregnant may continue in active service as late into pregnancy as she desires unless her immediate supervisor and doctor determine that she is unable to properly perform her duties. (See also Article 15, Sick Leave, Section A6.)

G. Family Medical Leave

Upon request, and if eligible, a member who has exhausted paid leave shall be granted Family Medical Leave as per State and Federal law. During this period of unpaid leave, the District shall pay medical insurance in accordance with Federal law. (See also Article 15 – Sick Leave, Article 16 – Paid Leave: Caring Leave, Parental Leave (Birth or Adoption).)

H. Unpaid Military Leave

1. After paid military leave is exhausted in accordance with Article 16, unpaid military leave shall be granted any member, upon written application to the Superintendent or designee, following State and Federal law.
2. The member shall be given the option of continuing District group insurance coverage at the member's expense.

3. A member on military leave is entitled to a similar or comparable position upon return from military leave. (See also Article 16 – Paid Leave, Section E.)
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ARTICLE 18 - SABBATICAL LEAVE

A. Eligibility

Members shall be eligible for sabbatical leave of one (1) academic year.

1. Application may be submitted after five (5) uninterrupted years of teaching service to the District and for each successive seven-year period.
2. A program of study and/or foreign travel must be approved by the Administration and the Board.
3. Applicant must sign a promissory note assuring his return.

B. Number Allowed from Staff

The total number of members on leave from the District shall not exceed 3 percent rounded to the nearest whole number.

C. Application

1. Application for leave must be filed at least by January 15 of the preceding year before the leave-taking date and must include the program approved by the Administration and the Board.
2. A copy of the application procedure may be obtained in the Superintendent's office.

D. Pay While on Leave



Members on leave shall be paid one-half (1/2) their annual base salary.

E. Time on Leave Applied as Service Time

Time on leave shall apply as service time to the District for purposes of increment and for sick leave.

F. Academic Hours Gained Applied Toward Advancement

Academic hours gained during the time on leave shall apply to credit on the salary schedule toward completion of the Master's Degree, or the Master's Degree plus 45 hours, or the Doctorate, whichever is appropriate to the member on leave.


11/21/22


G. Guarantee of Subsequent Service

1. Members accepting sabbatical leave shall understand that they are to guarantee at least three (3) years of subsequent service to the District. The costs of salary, benefits and payroll expenses advanced by the District during the year of sabbatical leave will be considered to be a three-year interest-free loan secured by a promissory note in like amount. Said loan shall be canceled after the three (3) years' subsequent service to the District. Repayment of the above loan must be made on a prorated basis if the three-year subsequent service is not fulfilled.
2. Death or illness that prevents a member from completing the full three (3) years will cancel the loan.

H. The provisions of this Article will not be available to members who apply during the term of this contract.

ARTICLE 19 - ASSOCIATION RIGHTS

11/21/22





- A. The District and the Association agree to establish a Joint Labor Relations/Management Committee for the purpose of addressing mutual concerns. The Committee shall set a calendar of mutually agreed upon meeting dates and times.
- B. Inter-school mail services and building equipment may be used for Association communications when such communications are not burdensome in quantity or bulk. The Association shall indemnify and hold the District harmless for liability arising as a result of the District's provision of services and equipment under this Section. The Association agrees to reimburse the District for its true costs for use of District equipment.
- C. School facilities may be used for Association meetings at reasonable times during nonduty hours provided that such meetings shall not interfere with the normal school operations or special meetings and classes, and provided that prior approval is received from the principal. Two (2) Association meetings per year may be held at 3:30 p.m.
- D. Association activities between the Association and their representatives shall normally occur at times outside the regular school hours except as agreed upon by the Association and the District. Association representatives shall be granted released time to attend meetings to represent members or to meet with administration if such meetings are held during regular school hours and requested by the administration. Good faith effort will be made to avoid scheduling meetings during professional educator preparation time. If an administrator-requested meeting occurs during part or all of a professional educator's preparation period, the affected educator(s) shall be compensated at the rate indicated in Article 7G2.
- E. Association Business Leave
 1. Up to twenty-five (25) total days of leave per year shall be granted Association officers or committee chairs for the purpose of Association business provided that:
 - a. No one member shall be allowed more than three (3) consecutive days of Association Business Leave;
 - b. Substitutes are available; and the
 - c. Leave doesn't conflict with training or staff development.

The Association shall reimburse the District in the amount of the substitute teacher's salary when a member takes Association business leave. Application for Association leave shall be made two (2) days in advance. Additional days may be granted by mutual agreement between the Association and the District.

2. Upon request, the District may grant up to full-time leave to the President of the Association during his/her term of office. The President shall be allowed to continue participation in PERS and in the bargaining insurance group. The Association shall reimburse the District for the cost of the President's salary and all benefits, unless the leave can be covered by a substitute. In this case, the Association shall reimburse the District for the cost of the substitute.
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- F. The Superintendent's office shall furnish the Association President an electronic version of the Board meeting agenda, minutes, and attachments.
 - G. An Association representative shall be allowed to make a brief announcement at the end of a regularly scheduled building staff meeting provided the representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.
 - H. Upon request, and when reasonably available, the District shall provide the Association with information that may be necessary for the Association to process grievances under this Agreement or to conduct the business of the Association.
 - I. Upon request of the Association, during the new member orientation, Association representatives may meet with new members, up to sixty (60) minutes.

ARTICLE 20 - INSTRUCTION

A. Instruction and Grading


11/21/22


1. Members shall enjoy reasonable freedom to teach, with the express goal of teaching to seek the truth and facts in the most objective manner possible. Members may introduce topics provided such presentations, discussions and materials are appropriate and relevant to adopted course curriculum and grade level.

Subjects and materials that are controversial in nature and not a part of the adopted curriculum shall be discussed with and approved by the principal before use in the classroom. Board Policy INB and Administrative Regulations INBAR (Studying Controversial Issues) in effect at the time of ratification shall be followed unless changes are mandated by State or Federal law.

2. Final Marks or Grades may not be changed without consultation and must be authorized by the member. In circumstances of a member's illness, resignation, termination, neglect of duty, inadequate performance, long-term absence, or incapacitation, alternative grading arrangements may be determined by an administrator. In cases of alleged inadequate performance, or neglect of duty, the administrator will meet with the member to collect information about the basis of the student's grade in an effort to resolve the grading dispute. The teacher's grading will stand unless the administrator determines a valid basis for the dispute. If an administrator decides to change a student's grade without the teacher's consent, the student's grade report will indicate the administrator was the person who made the decision to alter the student's grade.
3. Staff will use the district approved digital gradebook to communicate with staff, students, and parents regarding a student's progress in class.


In grades 6-12, teachers shall communicate to students and parents/guardians within 10 school days after the due date of an assignment/assessment:

- The level of achievement demonstrated on the assignment or assessment.
 - An updated summary of academic achievement.
4. When a member mutually agrees with the District to permit a mechanical or electronic device to be installed in the member's classroom for the purpose of recording instruction for evaluative purposes or for professional development, the member shall be provided access to the recordings.

B. Copyrights

1. Publications, articles, instructional materials, models and other items produced by members solely by a member's individual effort, time, and expense shall remain the property of the member.
 2. Publications, articles, materials, models and other items produced by members with District time, money, and/or facilities as part of a member's job responsibility, remain the property of the District.
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3. In the event that a member produces publications, articles, materials, models and other items, partly on the member's own time and partly on District time, the District reserves the right to claim full ownership. The member may petition the District for assignment of copyrights.

ARTICLE 21 - SALARIES

11/21/22


A. Salary Schedule

1. The salary schedule(s) and index for members are attached to this Agreement as Appendix A, ~~and B and C~~ and by this reference incorporated herein. This salary schedule(s) and index shall be the official salary schedule(s) and index for all members in the bargaining unit and shall not be deviated from, except through mutual written consent of the District and the Association.
2. The 2021-2022 salary schedule shall be increased by 4.25% for the 2022-2023 school year beginning July 1, 2022, with no adjustment for the reduction of one contract day for the 2022-2023 school year. The 2022-2023 salary schedule shall be increased 2.5% for the 2023-2024 school year beginning July 1, 2023, with no adjustment for the reduction of one contract day for the 2023-2024 school year.
3. A step shall be added to the 2021-2022 salary schedule, between steps 11 and 12. The increment shall be 3.7% between the steps.
4. For every \$750,000 increase to the 2022-2023 Newberg State School Fund General Purpose grant from the May, 19 2022 to the May 2023 estimate, the District shall add an additional 1% to the 2023-2024 salary schedule.
5. Members receive the following retention/recruitment bonuses:
 - \$1500 if actively employed 60 days before the December 2022 paycheck
 - \$1500 if actively employed 60 days before the June 2023 paycheck
 - \$1000 if actively employed 60 days before the December 2023 paycheck

Bonuses shall be prorated as follows:

100% for 0.75 - 1.0 FTE

50% for 0.5 - 0.74 FTE

21% for under 0.49 FTE

B. ~~Step Increment Eligibility~~ Salary Schedule Placement and Step Increment

1. Members who are eligible and who work in a bargaining unit position for one hundred thirty-five (135) days in a school year shall be advanced one step on the appropriate salary column the following year until the stated maximum has been reached, except as provided elsewhere in the Agreement or by Memorandum of Understanding between the District and the Association. Members must work 135 days to be eligible for a step increase.
2. ~~The 2018-2019 salary schedule shall be increased by 3.50% for the 2019-2020 school year beginning July 1, 2019. The 2019-2020 salary schedule shall be~~

~~increased 3.50% for the 2020-2021 school year beginning July 1, 2020. The 2020-2021 salary schedule shall be increased 3.50% for the 2021-2022 school year beginning July 1, 2021.~~

2. Members entering the District shall be awarded full credit for teaching experience outside the District. New hires shall be placed at the same level as Newberg members with the same number of years of experience. Placement on the salary schedule will occur after verification of any prior employment and a review of the official transcripts. To receive one (1) year credit, the member must have worked 135 days in a school year.
3. Members who are beginning their second consecutive year at the last step of MA/BA+75, MA+24/BA+100, or MA+45/BA+120 shall receive 2.00% of the last step of that column as a stipend each year for as long as they remain employed by the District.
4. Members who work less than full-time shall be paid at a pro-rata portion of the full-time salary.
5. Members who are approved by the District for an extra-day contract shall be paid at their normal per diem rate for each assigned extra day, or portion thereof.

C. Public Employees Retirement System

1. The District shall "pick-up" the six percent (6%) employee contribution required by PERS (Ch. 238)/OPSRP (Ch.238(a)). The parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions. The employer shall file any required notices with the Public Employees Retirement System.
2. The full amount of required employee contributions paid pursuant to Section C1, above, shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
3. Should the District be prohibited by law, regulation or decisions of the courts from making contributions to PERS/OPSRP on behalf of members as described above, then:

- a. Six percent (6%) shall be added to the base and the salary schedule shall be recomputed on the same index to be effective prospectively.
- b. The District shall be relieved of its obligation to pay the six percent (6%) employee contribution required by ORS 238/238(a).
- c. The parties shall meet to confirm the calculations.
- d. This provision (PERS pick up) shall remain in effect during the term of this contract.

D. Guidelines for Educational Advancement

- 1. Credits are based on quarter hours.
- 2. Undergraduate credits are not applicable for salary advancement unless specific prior written approval is given by the Superintendent or designee.
- 3. Every ten (10) hours of graduate level training sponsored by a college, university and/or professional associations/organizations (CRU's) taken for a non-TSPC license renewal shall count as one (1) credit toward column advancement. Employees must submit the training session attended, along with proof of attendance, to the Human Resources Department.
- 4. Credits must be for classes taken after the completion of requirements for either the Bachelor's or Master's degree.
- 5. For advancement to each column, the following graduate credits must have been completed:

Pay Column	Total Must Contain No Fewer Than Graduate Credits
BA+24	15
BA+45	30
BA+60	40

BA+75	45
BA+100	60
BA+120	75

6. All courses beyond the Masters must be graduate credit and be related to the field of education unless specific prior written approval is given by the Superintendent or designee.

7. Credit for teaching experience in the armed services of the United States shall be granted in compliance with the law.

8. The district shall pay an annual stipend of \$1,200.00 to any bargaining unit member who has earned and maintained a current:

- a. Doctorate degree, or
- b. National Board Certificate, for the life of the certificate
- c. When a member attains this degree/licensure, the stipend will become effective in the next paycheck after verification received prior to the fifth of the month.
- d. Stipend will be prorated for part-time members.

E. Licensed employees who have a minimum of 15 years contracted service in the Newberg School District upon retirement shall be eligible to receive \$75 per eight (8) hours of unused sick leave earned in Oregon, up to a maximum of 400 hours.

Members of Tier 1 or Tier 2 can choose to accept this buy-back or have the full amount of their unused sick leave reported to PERS. Payment will be made in one (1) lump sum. Any interested licensed employee shall apply in writing to the Superintendent no later than March 1 of the proposed retirement year.

F. District Requirements for Professional and Vocational Licenses

1. Professional licenses shall be kept current and valid. The District shall impose no requirements for additional credit hours. Failure to maintain a license current and valid may result in the member's termination from employment.

2. Vocational license holders will be allowed experience credit for one-half (1/2) of their total related experience in their field to determine their place on the salary

schedule but shall be allowed full credit for public school teaching experience both in and out of the District.

G. Salary Schedule Changes

1. When a member meets the credit requirements for horizontal movement, due to additional training, that change will be made in the next paycheck after verification received prior to the fifth of the month.
2. A member will shall be allowed to advance one step vertically at that time if he/she was at the top of the previous column for a period of at least twelve (12) months.

H. Payment Schedule

1. Members' salaries will be divided into twelve (12) equal installments and shall be paid on the 20th of each month, or the last working day prior to the 20th if it falls on a weekend or non-work day, during the school year. Balance of contract payments for July and August will be paid on June 20.
2. Any deviation from Item G1 above resulting from the adoption of a direct deposit payroll system shall not be in violation of the contract.

I. Endorsement Area

1. When the District requires a member to teach out of his/her endorsement area, members affected by this provision of the agreement may apply to the District for reimbursement for the cost of the successful passage of one (1) PRAXIS examination or one (1) ORELA examination.

J. Authorization

1. Written authorizations for payroll deductions/direct deposits shall continue in effect from year to year unless revoked in writing. A new authorization form must be submitted for any changes in deductions that the member desires to have made. These deductions shall constitute a service for the member and as such are not subject to claims, suits, orders or judgments brought against the District. Any errors as a result of the District's bookkeeping shall be corrected by the District upon notice from the affected member or the Association and the District held harmless for the error.

2. This section of the contract explicitly excludes Section 125/HRA deductions and health insurance premiums. Additionally, some deductions specify a time period when the deduction is initiated and when it may be changed.

K. Notification of Error or Omission

Any member whose paycheck is less than normal due to an error or omission by the District shall receive an advance in the amount of the proper adjustment within two (2) working days of a written request by the member. However, this adjustment will occur in the next regular check run if the adjustment amount is under \$100 or if the amount is related to an error with a pre-tax deduction. Any member whose paycheck is more than normal due to an error or omission by the District shall receive a notification from the District. The District will work with the member to establish a repayment schedule.

L. Misplacement on Salary Schedule

1. Errors or omissions made by District personnel that result in misplacement on the salary schedule to the disadvantage of a member shall be made retroactive for up to two (2) years.
2. Errors or omissions made by a member that result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive for up to two (2) years. The pay back schedule shall be settled by discussions between the member and the District.

ARTICLE 22 - EXTRA-DUTY

11/21/22
Amp

- A. The compensation rates for extra-duty positions are attached to this Agreement as Appendix C and by this reference are incorporated herein.
- B. The compensation rates set forth above shall be increased in each year of this Agreement by the same percentage as is applied to the base salary in the salary schedule.
- C. Open extra-duty positions shall be posted and members shall have an opportunity to apply. Extra-duty positions are voluntary.
- D. A joint committee comprised of members appointed by the Association and the District shall meet when there is a request to add or modify an extra duty position. A form must be completed to request the addition or change, and a letter of explanation must be written. The committee shall determine whether the request to add or change a position is approved.
- E. Post Season Compensation
 - 1. In Newberg School District-recognized team sports or activities, additional extra duty compensation shall be paid to varsity coaches and advisors involved in postseason competition. Coaches shall receive an additional five percent (5%) stipend for each week after the conclusion of the regular season when teams are involved in state playoffs.
 - 2. In OSAA-recognized individual sports or activities where one to five students qualifies for post-season activity, one coach or advisor shall be eligible for postseason extra-duty pay. Additional coaches or advisors shall be eligible based on a ratio of one coach or advisor for every five participants or part thereof.
 - 3. Coaches shall receive an additional five percent (5%) of their coaching stipend for each week after the conclusion of the regular season, when individuals are involved in OSAA state playoffs.
- F. Notification of Change of Assignment

The member will be notified as soon as possible when a decision is made to change an extra duty assignment.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

11/21/22
[Signature]

A. District Sponsored Classes

1. The District may provide tuition-free college credit classes. The content of the class shall be determined by the District.

2. The number of participants shall be determined by the District and the institution contracted to provide the course.
3. When possible, the classes shall carry graduate credit and be applicable to advanced degrees and advancement on the salary schedule.
4. In addition to the classes above, the District may provide opportunities for other credit classes that the District feels would be beneficial to its instructional goals.

B. Tuition Reimbursement

1. The District shall provide tuition reimbursement to all full-time members up to the dollar equivalent of six (6) quarter hours of graduate credit for each year of this contract.

Members who work less than full-time shall have this provision prorated. The maximum reimbursement rate per credit hour shall not exceed the cost of a credit hour at Portland State University that year.

2. To be eligible for reimbursement, courses must be taken for graduate credit and relate directly to the member's current area of assignment or, in the opinion of the Superintendent/designee, serve the District's interest.
3. Members wishing to be reimbursed for coursework must submit written requests in advance, indicating the title and number of the course and the number of hours for which the member requests reimbursement. This advance approval must be on the District's form and include written approval at the building and District level prior to the member beginning the class. Other requests for reimbursement shall be disallowed.
4. To be reimbursed, the member must submit verification of payment and proof of satisfactory completion, grade C or better or pass, no later than two (2) months after the completion of the course. This deadline may be extended under special circumstances.

5. The Superintendent may approve reimbursement for tuition of non-graduate courses. Such approval shall require the advanced approval of the Superintendent /designee.
6. Advanced Tuition Payment

Members shall be entitled to District-prepaid tuition for approved graduate-level courses at Portland State University subject to the following conditions:

- a. Members wishing to receive advanced payment for credit to be earned at Portland State University or contractors authorized by Portland State University to award credit must submit requests in advance indicating the title and number of the course and the number of hours for which the member requests advanced payment. This advance approval must be on the District's form and include written approval at the building and District level prior to the start of the class. Other requests for advanced payment will be disallowed.
- b. To be eligible for advanced tuition payment the member must submit verification of enrollment. Only tuition will be paid by the District. No lab, text, late or other fees or class materials shall at any time be paid by the District. Tuition checks shall be made payable to Portland State University or the education provider under contract with Portland State University and authorized to grant PSU credit.
- c. A member shall earn a grade of "C" or better or "pass" and shall provide proof of such no later than two (2) months after the completion of the course to the Human Resources Office. This deadline may be extended under special circumstances.
- d. Should a member fail to:
 - I. complete the course;
 - II. earn less than a "C" grade or "pass" for the class; or
 - III. fail to provide proof of completion and passage of the course with a "C" grade or "pass";

the member shall reimburse the District for the full amount of the prepaid tuition. Failure to do so shall result in garnishment of the member's wages until such tuition is fully reimbursed to the District.

ARTICLE 24 - INSURANCE AND MILEAGE REIMBURSEMENT

11/21/22
Amf

A. District Insurance Contribution

1. The District shall contribute \$1550 in 2022-2023 and \$1600 in 2023-2024
~~\$1,350.00 in 2019-2020, \$1,425.00 in 2020-2021, and \$1,500.00 in 2021-2022~~
toward the monthly insurance premium for each eligible member to be applied to any of the health, dental and/or vision plans selected by OEGB and the Association's Insurance Committee for the specified school year.

Members may elect to apply this contribution amount to one or more of the plan options offered (e.g. medical, dental, and/or vision) provided OEGB permits this practice.

2. The District shall provide part-time members with a pro-rata amount of the District's contribution for a full-time member's benefit program. The part-time member shall determine which benefits (medical, dental, and/or vision) to which this contribution shall be applied.

If the member elects to purchase more insurance coverage the part-time member shall pay the balance of premiums by payroll deduction. This section of the contract shall be subject to OEGB rules and regulations.

3. Composite Rates

Unless approved by the full NEA membership, the Insurance Committee shall select composite rates for the active licensed employee group if offered by OEGB. If OEGB does not offer composite rated plans, but only tier-rated plans, the Association shall negotiate any changes with the district.

4. It is understood and agreed that the District contribution in Section A1 is a maximum contribution toward the medical, dental, and vision insurance premiums.
5. Any administrative costs assessed by OEGB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District shall not be responsible for any costs associated with the medical, dental and vision insurance program beyond the negotiated contribution.

6. Any member not eligible for insurance coverage under any OEGB or other selected carrier plans shall not receive the District contribution.
7. The member shall pay the difference in cost between the premium costs of any medical plan (plus dental and vision) that exceeds the monthly District contribution. All payments for out-of-pocket premiums owed by members shall be paid through the District approved Section 125 Flexible Spending Account (FSA).

8. A member who selects an insurance plan combination (including opting out of medical, dental, and/or vision coverage) that is at a lower rate than the district contribution shall receive sixty-seven percent (67%) of the difference in premiums in a Health Reimbursement Account (HRA) to the IRS maximum allowable amount. ~~a maximum amount of \$5,000 per year for 2015-16~~. The \$5,000 IRS maximum amount shall be pro-rated (based on FTE) for part-time members.
9. Members may "opt out" of participation in the group plans for medical, dental and vision coverage subject to the insurance carriers' or OEGB rules and regulations and minimum participation requirements.
10. Beginning October 1, 2012, members who opt out of insurance or who select a health plan that is less than the district's annual insurance contribution for that member may receive sixty-seven percent (67%) of the unused district contribution in the following manner:
 - a. Up to \$5,000 of the sixty-seven percent (67%) member's district insurance contribution may be allocated to the member's salary. Such payments shall be prorated according to the member's FTE.
 - b. The member may apply any unused amount of the sixty-seven percent (67%) district contribution to the employer paid Section 129 Dependent Care Assistance Plan or to the employer paid Section 125 nonreimbursable medical expense account or HRA or any combination thereof, subject to IRS limitations.
 - c. Members who select an employer-paid Section 129 Dependent Care Assistance Plan benefit are limited to the maximum allowed by IRS rules and regulations. Employer contributions to the Section 129 dependent care account shall begin with the October payroll.

- d. If a member selects a salary option, any remaining amount less than \$120 annually shall be paid as salary in October. Any remaining amount of \$120 or greater shall be paid in equal payments over the months of October through August.
- e. Section 125 and 129 account balances do not roll over from year to year.
- f. If the District and the Association select tiered plans, this section shall be bargained by the parties.

B. Insurance Plan Selection and Insurance Committee

- 1. The Association shall select insurance plan options. An insurance committee composed of four (4) members appointed by the Association shall review insurance plan options and select insurance plans, provided the selection of the number of plans is limited by OEGB or by the Association.
- 2. During the spring of each year, the Insurance Committee shall meet to recommend which insurance programs shall be offered to members, beginning October 1 of each year. Members shall be insured through the Oregon Education Benefits Board's (OEGB's) plans unless required by law or unless the District and Association agree in writing otherwise.
- 3. The District shall provide assistance to the insurance committee. The insurance committee may meet with other employee groups as in the past to receive insurance information from carriers.

C. Long Term Disability

- 1. Eligible members must take Long Term Disability (LTD) coverage. Eligibility shall be determined by OEGB/the plan carrier.
- 2. Members shall pay the LTD premium. LTD plans shall be determined by the Insurance Committee.

D. Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. Eligibility for domestic partners shall be consistent with Federal and State law and the insurance carrier or OEGB rules and regulations.

E. Employee Assistance Program (EAP)

The District shall provide an Employee Assistance Program (EAP) that allows each member to refer themselves confidentially to the EAP provider. To protect confidentiality, any data that the provider transmits to the District shall be summary only.



F. Life Insurance

The member shall pay the member's premium for Group Term Life Insurance with Accidental Death and Dismemberment (AD and D).

G. Mileage Reimbursement

District members who are required to use their own personal cars for District travel shall be reimbursed at the IRS Federal Government rate.

ARTICLE 25 - STRIKES AND LOCKOUTS


11/21/22


- A. The provisions of this Article shall apply only to the activities and/or the operations of the Newberg School District 29J.
- B. Neither the Association, its officers or agents, nor any of the members covered by this Agreement shall engage in, promote, sanction or support any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, or the stoppage of work during the term of this Agreement.
- C. Neither the Association, its officers, agents, nor its members shall support an illegal strike of the bargaining unit. Nothing in this Agreement will serve as a bar to an otherwise legal strike or to prevent bargaining unit members from exercising their freedom of speech by supporting other bargaining units during non-work hours.
- D. There shall be no lockout of members in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 26 - FUNDING


11/21/22

- A. The parties recognize the revenue needed to fund the compensation provided by this Agreement is subject to approval pursuant to established budget procedures. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations but, notwithstanding other provisions of this Agreement, cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget an amount sufficient to fund the compensation provided by this Agreement but makes no guarantee as to state funding level.
-
- B. The District may not reduce the salary schedule, benefits and/or work year for members unless there is mutual agreement between the Association and the District in accordance with Article 2, Section A – Modification.

If the District's funding level is below the budgeted amount for any year of this Agreement, the Board reserves the right to close school buildings, reduce programs or decrease staffing levels (See Article 28, Layoff/Reduction in Force). Upon receiving notice of a reduction in force, the Association may initiate discussions regarding alternatives to the contemplated layoffs.

ARTICLE 27 - DUES AND PAYROLL DEDUCTIONS

11/21/22
AP

A. Association Dues and Payroll Deductions

1. Dues Deduction Authorization

Prior to the first published payroll cutoff date for 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.

The Association President and/or designee shall meet with the District staff to verify member information. Should a bargaining unit member elect to join the Association at any point during the year, the District shall enact dues deduction changes on the pay period following a notification before the next published payroll cutoff date.

- B. Pursuant to such authorization, the District shall deduct one-eleventh (1/11) of such dues from the second regular salary check of the member each month for eleven (11) months, beginning in October and ending in August of each year. Deductions for members who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August.

C. Remittance of Dues Checks

1. Data to OEA

Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/National Education Association dues, including voluntary Association contributions, deducted from each member's paycheck. The data attached to the remittance checks shall include last four digits of the social security number of each employee who had dues deducted from their paycheck.

2. Payment to OEA

Within ten (10) days after each pay period, the District shall send to OEA, in a

single payment, the combined OEA and National Education Association dues, including voluntary Association contributions, deducted for the month.

3. Payment to NEA

NEA dues payments will be deducted and paid separately from OEA/National Education Association dues and shall be remitted to the NEA Treasurer.

D. Members' payroll checks shall itemize all sources of pay and payroll deductions.

E. The Association agrees not to bring legal action against the District because of mechanical or clerical errors in computing or administering payroll deductions.

F. In addition to dues deduction, the District agrees to deduct the following from the salaries of those bargaining unit members who have elected said deductions:

1. Premiums for Board-approved insurance programs
2. Payments to approved financial institutions
3. Contributions to any approved School Board voluntary charitable organizations
4. Tax-sheltered annuities (subject to participation of 15 or more members)

G. Employee Information



1. By October 1 of each year, the District shall provide to the OEA and NEA an Excel-compatible register of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. PERS classification of new hires will be provided to OEA and NEA within ten (10) days of receipt by the District. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
2. Change in Employment Status

With the monthly remittance and deduction report, the District shall notify the OEA Membership Specialist of subsequent changes in employee status, including new hire, within ten (10) days of processing. These changes may include: unpaid leave of absence, retirement, layoffs, resignations, name changes, changes in FTE, changes in worksite.

H. Indemnification

1. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the date they know or should have known, in writing, of any claim; 2) and providing the Association and its designated counsel with information in its possession which is necessary for the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 28 - LAYOFF/REDUCTION IN FORCE

11/21/22



- A. The District may reduce member staff positions due to the District's lack of funds to continue its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decision as provided in ORS 342.934.
-
- B. Whenever the Board determines that a layoff is necessary, it shall notify the Association. As soon as practicable, notice will be given to the affected members of their layoff.
- C. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District shall make every reasonable effort to transfer members in such program(s) or area(s) to other vacant positions for which they are properly licensed.
 2. The District shall make every reasonable effort to combine positions in a manner which allows members to remain licensed so long as the combined positions meet the curricular needs of the District.
- D. In the event the Board determines that a layoff is necessary, then it will determine the members to be retained by means of the following criteria:
1. A determination of whether the members to be retained hold the proper licensure to fill the remaining position(s); and,
 2. A determination of the seniority of the members to be retained.
 - a. Seniority shall be defined as the member's total length of continuous service in the District as a licensed member.
 - b. Seniority shall be computed and accrue from the member's first date of actual service in a bargaining unit position, and shall continue to accrue during leaves. Resignations and terminations shall "break" continuity of employment.
 - c. In case two (2) or more members have the same date of employment with this District, the tie will be resolved by drawing lots no later than December 15th of the member's hire year.

3. A determination of the competence of a member being retained if the Board desires to lay off another member with greater seniority.
 - a. If the District desires to retain a member with less seniority than a member being released under this section, the District shall determine that the member being retained has more competence than the member with more seniority who is being released.

Competence shall be defined as the ability to teach an “area of endorsement” or grade level based on recent teaching experience related to that “area of endorsement” or grade level within the last five (5) years, but not based solely on being licensed to teach. Grade level shall mean the grade levels K-8 or 6-12.

A member who does not have recent experience in the “areas of endorsement” or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five (5) years) training or are willing to complete training applicable to that “area of endorsement” or grade level. If the member asserts a right to be retained in a position(s) where he/she has not had recent training or experience as defined above, the District and member shall review the member’s training and experience to that date and determine the course of training to be completed.

The District shall reimburse the member for tuition according to Article 23, Section B, for any credit hours required by the District in this retraining plan; members may use their 12 hours of tuition reimbursement for a two-year period without limit in any one (1) year of coursework required by the retraining plan. Such training shall not exceed twelve (12) credit hours or District in-service credits within two (2) years from the date of notice. If the District and unit member mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. Consultation with officials from appropriate university and college training programs and the TSPC may be sought to resolve any disagreements.

The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the member shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.

- b. Nothing in Section D shall be construed to limit the operation of Section D1, that is, the requirement that a retained member be licensed to fill the remaining position.

E. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or to non-extend a contract member pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary member pursuant to ORS 342.835.

F. Conducting a layoff

1. Layoffs will be based upon the criteria set forth in Section D above.
2. Upon request by the Association, the District shall provide the Association with a list showing the seniority and licensure of each member.
3. If an administrator receives notice of contract non-extension prior to the expiration of the administrator's contract, the administrator shall have the right to fill any vacant teaching position in the District for which the contract administrator is licensed and competent as defined in ORS 342.934, provided the administrator has three (3) years teaching experience in Oregon that has been successful, in the judgment of the District Superintendent. No position in the District shall be considered "vacant" for purposes of ORS 342.845(5), if filling the position with a non-extended administrator would cause a bargaining unit member to be laid off, or if there is a unit member on the recall list who would otherwise be entitled to be recalled to that position.
4. Members who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced for a period not to exceed twentyseven (27) months.
5. A laid off member shall be entitled to purchase insurance benefits pursuant to the terms of the COBRA.

G. Recall

If within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid off member is licensed, the recall procedure outlined below shall be followed.

1. At the time of the layoff, the District shall provide for laid off members to express in writing a desire to return to the District. The District shall also receive the member's address for recall notification. In the event of a recall, the District shall notify the member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office.
 2. The member shall have twenty (20) calendar days from the date of mailing to inform the District of intent to return. The member must thereafter report on the starting date specified by the District providing that this shall not be less than thirty (30) calendar days from the date the notice of recall was received, or lose all recall rights.
 3. Notwithstanding, a recalled member shall have up to sixty (60) calendar days to return to District employment if that recalled member is, at the time of the recall, employed by another school district and is required to give sixty (60) days' notice of intended resignation at that other school district.
 4. If such a recalled member is released from the employment contract with the other school district, then such recalled member must return immediately to District employment. Failure of the member to respond within the time herein specified shall terminate such member's employment as a voluntary resignation.
 5. All benefits to which a member was entitled at the time of the reduction, including unused accumulated sick leave, shall be restored to the member upon the member's return to active employment, and the member shall be placed on the proper step of the salary schedule for the member's current position according to the member's experience and education. A member shall not receive increment credit for the time spent on layoff nor shall such time count toward the fulfillment of time requirements for acquiring contract status. Member's benefits do not accrue during the time of layoff.
 6. Members covered by this Article shall have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
 7. Members covered by this Article shall be given consideration for substitute teaching; such shall not affect member recall rights.
- H. Members who are laid off shall be recalled to positions for which they are licensed and have competence or will qualify as competent (as defined in Section D, above) to fill when a vacancy for which they qualify occurs in the order of most senior first.

1. A full-time member on layoff may reject part-time job offers and shall remain on the recall list and retain full-time status for a period of time not to exceed twenty-seven (27) months or until such time as a full-time position becomes available, whichever comes first.
 2. A full-time member on lay-off, who accepts a part-time job offer, shall remain on the recall list and retain full-time status for a period of time not to exceed twenty-seven (27) months or until such time as a full-time position becomes available, whichever comes first.
 3. A part-time member on lay-off may reject full-time job offers and not lose recall status.
 4. Any member who does not accept a recall (that complies with the requirements above) shall lose all further recall rights and shall be deemed to have resigned from the District employment. Any teacher not recalled pursuant to this Article within twenty-seven (27) months of layoff shall be deemed to have resigned from District employment.
- I. Any probationary member who is non-renewed or dismissed for the same, and only the same, reason or reasons, which the Board could have used to conduct a layoff under this Article, shall be afforded reemployment rights in accordance with Section G above.

ARTICLE 29 - JOB-SHARE CONDITIONS

11/21/22
[Signature]

The following conditions shall be in effect if the District approves a job-share arrangement:


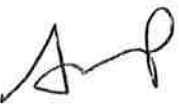
- A. A job-share agreement shall only be approved for current full-time contract or probationary members in the District. Once approved, a job-share agreement may be in effect for one (1) year, with no guarantee of continuation of the job-share program beyond the term of the job-share agreement. Job-sharing may continue, subject to annual review. When the job-share agreement discontinues, the District will place members where needed.
- B. Both members will have part-time status, receiving a prorated portion of their salary, including the increment, based on their salary schedule placement.
- C. Each member will receive holiday pay and leave on a prorated basis.
- D. The members agree that the District will pay a prorated fringe benefits package in proportion to time worked.
- E. Each member shall assume responsibility for a balance of member hours determined by the principal for the required duties of their portion of the school day and for their scheduled hours on preparation/grading days. Each member shall also assume responsibility for maintenance of student records, inventories and room appearance.
- F. Both members shall participate in all staff meetings, parent-teacher conferences, school-sponsored evening activities, and scheduled inservice days. Both members shall participate in out-of-classroom activities such as field trips and excursions, when such activities span both members' portion of the instructional day.
- G. Both members will report student progress in their areas of instructional responsibility, with a coordinated report for social aspects of grading.
- H. Both members will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards.
- I. Parents will be contacted by individual members as problems arise. A conference between both members and the parents will be scheduled when the problem is common to both members.
- J. Both members agree to substitute for the other. When in need of a substitute, the job share educators have first right of refusal for each other. Payment will be made at the member's regular rate of pay.

- K. Job performance responsibility will comply with all policy and contractual stipulations.
 - L. Each member's half-time, full-year work shall count one (1) year toward contract status and one (1) year toward seniority.
 - M. Both members acknowledge that the work they will be required to do under this contract, such as dual appearance at meetings, conferences and the like, will not be compensated as extra work.
-
- N. If either member is unable to complete the job-share assignment during the school year because of reasons such as a leave, resignation or termination, the District retains the right to assign the remaining member to full-time responsibilities for the duration of the job-share agreement.
 - O. The District will annually announce job-share application deadlines.

ARTICLE 30-STUDENT DISCIPLINE

A. Professional Judgment

The District and Association recognize that the primary responsibility for student management rests with the professional educator. In the exercise of authority by a professional educator to control and maintain order and discipline, the professional educator may use reasonable and professional judgment.


11/21/22


B. Student Discipline Procedures

1. Procedures for Disruptive Student Behavior

Because it is in the best interest of students, both the District and Association agree that disruptive behavior shall not be allowed to hinder the progress of a class. When a student's behavior interferes with the classroom instruction to the detriment of other students the professional educator shall send the student or students to the building's designated location. The professional educator shall communicate with the office regarding the incident, and all involved will follow the steps in the building discipline plan. The administrator or designee will communicate with the professional educator prior to the student returning to class. The building discipline plan will detail how elementary students are returned into the classroom.

2. Procedures for Physical or Threatening Student Behavior

- a. When a student's behavior threatens the safety of students or staff and/or demonstrates behavior that is seriously disrupting the learning environment by engaging in physical aggression and/or threatening behavior toward a professional educator or other students, the professional educator shall send the student to the building's designated location pursuant to the protocols as described by the building's discipline plan. Before being readmitted to class, the student shall have clearly identified behavior expectations, which shall be communicated to the professional educator. If the professional educator deems necessary, a dialogue will be held between the professional educator and administration before the student is returned to class. As soon as possible, but typically by the end of the school day, a professional educator referring a student for disciplinary reasons shall submit a referral.

- b. Response to students on District premises with weapons (including knives, handguns, rifles, etc.) shall follow the Board policies and the procedures outlined in the Student Rights and Responsibilities Handbooks

3. Training and Equipment

Professional educators who are assigned students who are recognized as physically aggressive and/or combative shall have access to appropriate District approved training and will be provided with protective equipment upon request, as mutually agreed to by the professional educator and administrator.

C. Building Discipline Policies

Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the building discipline plan and the Student Rights and Responsibilities Handbook.

In the exercise of their responsibility, professional educators and building administrators shall observe the provisions of the above listed resources in handling disciplinary problems in the classroom and the District will provide annual notification of the standards and procedures contained therein. The District will ensure that all buildings have a discipline plan in place.

By June 1, all professional educators in the building will have input into the building discipline plan, with an opportunity to suggest revisions for the following year. Building administrators and Association representatives/leadership shall work together to update/amend building discipline plans before the end of each contract year for the upcoming school year.

Plans shall include the following: the designation of a location for students to be sent who are compromising the safety of staff or other students, the possible responses to student behaviors, the communication protocols between teachers and administrators regarding student behaviors, the steps that will be taken if a student threatens or harasses a teacher, and the ways staff could recognize positive student choices. This plan will also include a coverage protocol when administration is not available. The building plan may also list the kinds of support and how the teacher can access support from others, including building administrators, counselors, and District specialists, and any other pertinent information.

D. Administrative Support

A professional educator who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments. If the professional educator completes a written behavioral referral to a building administrator, the professional educator shall receive feedback about the action taken within a reasonable time frame, generally within 48 hours for a major referral.

E. Students Rights and Responsibilities Handbook

District administration, Association leadership, and any other pertinent parties shall work together to review and update the Student Rights and Responsibilities Handbook by the end of the 2019-2020 school year.

ARTICLE 31 - TERM OF AGREEMENT

11/21/22
[Signature]

A. Duration

This Agreement shall be effective as of July 1, ~~2019~~ 2022, and shall be binding upon the District, the Association and its members and shall remain in full force and effect through June 30, ~~2022~~ 2024.

B. Negotiation of Successor Agreement

This Agreement shall remain in full force and effect, unless either party gives written notice to the other of its intent to negotiate a successor Agreement by February 15 of the year in which this Agreement expires. Such notice shall suggest a date for an initial meeting to establish a bargaining format and timeline, including a date for an exchange of full and complete proposals. This proposal exchange shall be completed within forty-five (45) calendar days of the receipt of the initial written notification.

Any agreement so negotiated shall be reduced to writing after ratification by the parties.

The terms of this Tentative Agreement reached between the parties on November 7, 2022 ~~October 17, 2019~~ are subject to approval by the parties' respective principals.

Newberg School District 29J

Newberg Education Association

Board Chair

Association President

Date

Date

APPENDIX A

NEWBERG SCHOOL DISTRICT 29J

11/21/22


July 1, ~~2022~~ 2019 – June 30, 2023 ~~2020~~ Licensed Salary Schedule
~~3.5%~~ 4.25% Increase, 6% PERS Pickup, additional step
 191 days

Step	BA	BA+24	BA+45	BA+60	BA+75 MA	BA+100 MA+24	BA+120 MA+45
1	45,504.08	46,636.24	47,778.82	48,916.19	50,051.47	51,190.92	52,328.29
2	47,181.47	48,362.62	49,548.98	50,720.75	51,901.91	53,083.06	54,261.08
3	48,926.61	50,152.59	51,380.66	52,695.25	53,826.36	55,046.09	56,267.90
4	50,744.73	52,011.37	53,275.92	54,546.73	55,813.37	57,084.17	58,352.90
5	52,617.06	53,929.57	55,251.46	56,568.14	57,882.73	59,196.28	60,510.87
6	54,561.32	55,928.04	57,291.63	58,658.35	60,021.94	61,382.40	62,747.03
7	56,586.90	57,999.49	59,412.08	60,831.96	62,242.46	63,657.14	65,068.68
8	58,673.99	60,137.66	61,607.58	63,075.42	64,546.39	66,013.19	67,475.81
9	60,847.60	62,365.48	63,892.74	65,411.66	66,931.63	68,448.47	69,968.43
10	63,103.57	64,675.66	66,251.92	67,833.39	69,410.69	70,988.00	72,562.17
11	65,437.73	67,071.32	68,705.96	70,345.82	71,980.46	73,609.88	75,244.52
12	67,855.28	69,549.35	71,247.58	72,946.85	74,643.00	76,330.81	78,029.04
13	70,365.93	72,125.36	73,885.10	75,647.97	77,402.50	79,155.98	80,915.72
14		74,794.00	76,618.85	78,445.00	80,262.08	82,086.45	83,907.70
15				81,347.46	83,235.29	85,121.17	87,013.31
16					86,314.99	88,270.65	90,231.50
17							93,570.07

Retention/Recruitment Bonus Schedule:
December 2022 paycheck: \$1500/current employee
June 2023 paycheck: \$1500/current employee

**APPENDIX B
NEWBERG SCHOOL DISTRICT 29J**

July 1, ~~2020~~ 2023 – June 30, ~~2021~~ 2024 Licensed Salary Schedule

3.5 ~~2.5~~ 2.5% Increase, 6.0% PERS Pickup

190 ± Days


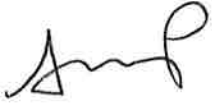
11/21/22
[Signature]

Step	BA	BA+24	BA+45	BA+60	BA+75 MA	BA+100 MA+24	BA+120 MA+45
1	46,641.68	47,802.14	48,973.29	50,139.09	51,302.75	52,470.69	53,636.49
2	48,361.00	49,571.68	50,787.71	51,988.77	53,199.45	54,410.13	55,617.61
3	50,149.78	51,406.40	52,665.17	54,012.63	55,172.02	56,422.24	57,674.59
4	52,013.35	53,311.65	54,607.82	55,910.40	57,208.70	58,511.28	59,811.72
5	53,932.49	55,277.81	56,632.74	57,982.34	59,329.80	60,676.18	62,023.64
6	55,925.36	57,326.24	58,723.92	60,124.81	61,522.49	62,916.96	64,315.71
7	58,001.57	59,449.47	60,897.38	62,352.76	63,798.52	65,248.56	66,695.40
8	60,140.83	61,641.10	63,147.77	64,652.31	66,160.05	67,663.51	69,162.71
9	62,368.79	63,924.61	65,490.06	67,046.95	68,604.92	70,159.68	71,717.64
10	64,681.16	66,292.55	67,908.22	69,529.22	71,145.96	72,762.69	74,376.22
11	67,073.67	68,748.11	70,423.61	72,104.46	73,779.97	75,450.13	77,125.64
12	69,551.66	71,288.08	73,028.77	74,770.52	76,509.08	78,239.08	79,979.77
13	72,125.08	73,928.50	75,732.23	77,539.17	79,337.56	81,134.88	82,938.62
14		76,663.85	78,534.32	80,406.12	82,268.63	84,138.61	86,005.39
15				83,381.15	85,316.17	87,249.20	89,188.64
16					88,472.87	90,477.42	92,487.29
17							95,909.32
18							

Retention/Recruitment Bonus Schedule:

December 2023 paycheck: \$1000/current employee

APPENDIX C
NEWBERG SCHOOL DISTRICT 29J


11/21/22 


July 1, 2021 – June 30, 2022 Licensed Salary Schedule

3.5% Increase ————— 6.0% PERS Pickup
192 Days

Step	BA	BA+24	BA+45	BA+60	BA+75	BA+100	BA+120
1	43,649	44,735	45,831	46,922	48,011	49,104	50,195
2	45,258	46,391	47,529	48,653	49,786	50,919	52,049
3	46,932	48,108	49,286	50,457	51,632	52,802	53,974
4	48,676	49,891	51,104	52,323	53,538	54,757	55,974
5	50,472	51,731	52,999	54,262	55,523	56,783	58,044
6	52,337	53,648	54,956	56,267	57,575	58,880	60,189
7	54,280	55,635	56,990	58,352	59,705	61,062	62,416
8	56,282	57,686	59,096	60,504	61,915	63,322	64,725
9	58,367	59,823	61,288	62,745	64,203	65,658	67,116
10	60,531	62,039	63,551	65,068	66,581	68,094	69,604
11	62,770	64,337	65,905	67,478	69,046	70,609	72,177
12	65,089	66,714	68,343	69,973	71,600	73,219	74,848
13		69,185	70,873	72,564	74,247	75,929	77,617
14			75,247		76,990	78,740	80,487
15				79,842		81,651	83,466
14							86,553

APPENDIX C D - EXTRA-DUTY POSITIONS
~~2019-2022~~ 2022-2024

11/21/22


Group A

HS Activities Coordinator
 HS Drama
 HS Baseball, Head
 HS Basketball, Boys, Head
 HS Basketball, Girls, Head
 HS Football, Head
 HS Softball, Head
 HS Track, Boys & Girls, Head
 HS Volleyball, Head
 HS Wrestling, Head

Group B

HS Soccer, Boys, Head
 HS Soccer, Girls, Head
 HS Water Polo, Head
 HS Lacrosse, Head
 HS Rugby, Head

Group C

HS Band (Includes Concert & Pep)
 HS Building Technology Support
 HS Cross Country, Head
 HS Swimming, Head HS
 Varsity Cheerleading HS
 Baseball, Asst.
 HS Basketball, Boys, Asst.
 HS Basketball, Girls, Asst.
 HS Football, Asst.
 HS Softball, Varsity & JV, Asst.
 HS Track, Asst.
 HS Wrestling, Asst.

Group D

HS FFA
 HS DECA
 HS FBLA
 HS May Day
 HS Newspaper
 HS Yearbook
 HS Tennis, Boys, Head HS
 Tennis, Girls, Head HS
 Soccer, Boys, Asst.
 HS Soccer, Girls, Asst.
 HS Volleyball, Asst.
 HS Water Polo, Asst.

Group E

HS Dance
 HS Speech
 HS Vocal Music
 HS Golf, Head HS
 Swimming, Asst.
 HS Graduation Coordinator
 MS Activities Coordinator
 MS Athletics Coordinator
 MS Bldg Technology Support
 MS Drama
 MS Yearbook
 MS Basketball, Head
 MS Football, Grade 8 & 7, Head
 MS Track, Boys, Head
 MS Track, Girls, Head
 MS Volleyball, Grade 8 & 7, Head
 MS Wrestling, Head

Group F

HS Instructional Leader
 HS Musical (Vocal)
 HS Musical (Orchestra)
 HS Orchestra
 HS REACH
 HS Student Store
 HS Cross Country, Asst.
 HS Tennis, Asst.
 MS Cross Country, Head
 MS Tennis, Head MS Any
 Sport, Asst.
 EL Building Technology Support
 Innovation Team Member
 Special Education Teacher

Group G

HS Golf, Assistant
 HS Junior Class/Prom Advisor HS
 Sophomore Class Advisor
 HS Cheerleading, Asst.
 MS Student Council Advisor
 Teaching and Learning Council Member

Group H

HS National Honor Society
 HS Fall Musical Accompanist
 HS Senior Choir Accompanist
 HS/MS Choral Accompanist
 MS Instructional Leader
 MS Band
 MS Jazz Band
 MS Orchestra
 MS Vocal Music
 EL Music
 Mentor Teacher

RTI Lead

SST Lead

Dual Language

**APPENDIX C D
NEWBERG SCHOOL DISTRICT 29J**

**LICENSED EXTRA-DUTY STIPEND SCHEDULE
2020-2021-2022-2023**

Base Salary: \$40,322 45,504

11/21/22
[Signature]
[Signature]

EXTRA-DUTY PAY AS PERCENTAGE OF BASE

	0-2 YEARS	3+ YEARS
A	15.5	16.5
B	12.5	13.5
C	11	12
D	9	10
E	8	9
F	6.5	7.5
G	4.5	5.5
H	3.5	4.5

EXTRA-DUTY PAY IN DOLLARS

	0-2 YEARS	3+ YEARS
A	6,750 <u>7,053</u>	6,653 <u>7,508</u>
B	5,040 <u>5,688</u>	5,443 <u>6,143</u>
C	4,435 <u>5,005</u>	4,839 <u>5,460</u>
D	3,629 <u>4,095</u>	4,032 <u>4,550</u>
E	3,226 <u>3,640</u>	3,629 <u>4,095</u>
F	2,621 <u>2,958</u>	3,024 <u>3,413</u>
G	1,814 <u>2,048</u>	2,218 <u>2,503</u>
H	1,411 <u>1,593</u>	1,814 <u>2,048</u>

OTHER EXTRA-DUTY RATES

	HOURLY RATE	PERCENTAGE OF BASE
DRIVER TRAINING	\$25.00 <u>28.21</u>	0.00062
SCHOOL SUPERVISION	\$25.00 <u>28.21</u>	0.00062
BUS CHAPERONES	\$25.00 <u>28.21</u>	0.00062
CURRICULUM RATE	\$28.23 <u>31.85</u>	0.0007
TUTORING	\$28.23 <u>31.85</u>	0.0007

APPENDIX C D
NEWBERG SCHOOL DISTRICT 29J

LICENSED EXTRA-DUTY STIPEND SCHEDULE
~~2020-2021~~ 2023-2024

Base Salary: ~~\$41,953~~ \$46,642

11/21/22
[Signature]

EXTRA-DUTY PAY AS PERCENTAGE OF BASE

	0-2 YEARS	3+ YEARS
A	15.5	16.5
B	12.5	13.5
C	11	12
D	9	10
E	8	9
F	6.5	7.5
G	4.5	5.5
H	3.5	4.5

EXTRA-DUTY PAY IN DOLLARS

	0-2 YEARS	3+ YEARS
A	6,503 <u>7,230</u>	6,922 <u>7,696</u>
B	5,244 <u>5,830</u>	5,664 <u>6,297</u>
C	4,615 <u>5,131</u>	5,034 <u>5,597</u>
D	3,776 <u>4,198</u>	4,195 <u>4,664</u>
E	3,356 <u>3,731</u>	3,776 <u>4,198</u>
F	2,727 <u>3,032</u>	3,146 <u>3,498</u>
G	1,888 <u>2,099</u>	2,307 <u>2,565</u>
H	1,468 <u>1,632</u>	1,888 <u>2,099</u>

OTHER EXTRA-DUTY RATES

	HOURLY RATE	PERCENTAGE OF BASE
DRIVER TRAINING	\$26.01 <u>\$28.92</u>	0.00062
SCHOOL SUPERVISION	\$26.01 <u>\$28.92</u>	0.00062
BUS CHAPERONES	\$26.01 <u>\$28.92</u>	0.00062
CURRICULUM RATE	\$29.37 <u>\$32.65</u>	0.0007
TUTORING	\$29.37 <u>\$32.65</u>	0.0007

Note: Coaches will receive an additional 5 percent of their coaching stipend for each week of OSAA playoffs.

APPENDIX C D
NEWBERG SCHOOL DISTRICT 29J

Base Salary: \$43,649

11/21/22


EXTRA DUTY PAY AS PERCENTAGE OF BASE

	0-2 YEARS	3+ YEARS
A	15.5	16.5
B	12.5	13.5
C	11	12
D	9	10
E	8	9
F	6.5	7.5
G	4.5	5.5
H	3.5	4.5

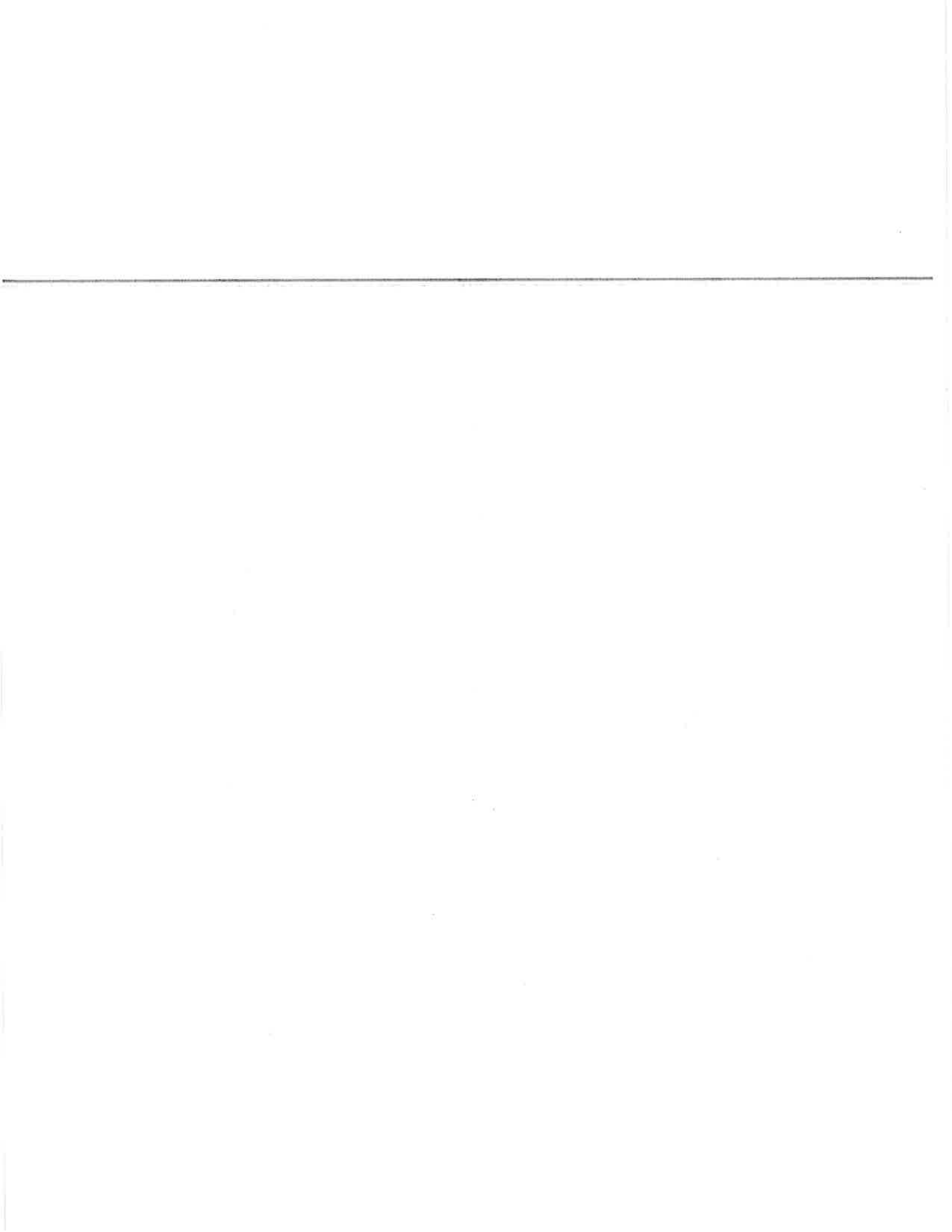
EXTRA DUTY PAY IN DOLLARS

	0-2 YEARS	3+ YEARS
A	6,766	7,202
B	5,456	5,893
C	4,801	5,238
D	3,928	4,365
E	3,492	3,928
F	2,837	3,274
G	1,964	2,401
H	1,528	1,964

OTHER EXTRA-DUTY RATES

	HOURLY RATE	PERCENTAGE OF BASE
DRIVER TRAINING	\$27.06	0.00062
SCHOOL SUPERVISION	\$27.06	0.00062
BUS CHAPERONES	\$27.06	0.00062
CURRICULUM RATE	\$30.55	0.0007
TUTORING	\$30.55	0.0007

Note: Coaches will receive an additional 5 percent of their coaching stipend for each week of OSAA playoffs.





Newberg School District 29J

Board Meeting Date: November 29, 2022

ITEM: OSEA Collective Bargaining Agreement REVISIONS July 1, 2020 – June 30, 2023

PRESENTER: Director Brian Shannon

ACTION

Accept Contract Revisions, Changes and Updates as outlined:

Page 21, ARTICLE 13 EMPLOYEE DISCIPLINE/DISMISSAL OF REGULAR EMPLOYEES section 13.5, 13.6, 13.7, 13.8

Page 22, ARTICLE 13 EMPLOYEE DISCIPLINE/DISMISSAL OF REGULAR EMPLOYEES section 13.9, 13.10

Page 37, ARTICLE 22 EMPLOYEE BENEFITS SECTION 22.3.5

Page 40, ARTICLE 23 WAGE RATES section 23.1, 23.2

Page 50, 2022-23 CLASSIFIED WAGE SCHEDULE

PAGE 51, APPENDIX A

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the OSEA Collective Bargaining Agreement REVISIONS for July 1, 2020 – June 30, 2023 contract as presented.



Collective Bargaining Agreement
July 1, 2020 – June 30, 2023

Newberg School District 29J
and
Oregon School Employees Union
Chapter 17

EXECUTION AND SIGNATURES

THIS CONTRACT is made and entered into this _____ day of _____
by the Oregon School Employees Association, Chapter 17, herein referred to as the "UNION"
and Newberg School District 29J Board of Directors, herein referred to as the "DISTRICT."

Now, THEREFORE, the parties hereto agree to be bound by the covenants set forth in this
Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures as of the date first herein
above written.

NEWBERG SCHOOL DISTRICT 29J
Board of Directors

OREGON SCHOOL EMPLOYEES
ASSOCIATION, Chapter 17 President

Staudinger
NEWBERG SCHOOL DISTRICT 29J
Superintendent
Representative

Teri
OREGON SCHOOL EMPLOYEES
ASSOCIATION, Field

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**NEWBERG SCHOOL DISTRICT 29J
OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 17**

**ARTICLE 1
CONTRACT TERMS**

1.0 CONTRACT TERMS

1.1 The term of this contract shall be July 1, 2020 through June 30, 2023, with the provisions noted in 1.1.A. The contract shall be renewed automatically on its termination date for another year, in the form in which it has been written and amended or supplemented during its life unless one party gives written notice to the other party of its intention to terminate, amend, or modify the contract by February 15 before its expiration date. However, the provision of this contract shall remain in full force and effect during the negotiations for a successive contract, and until such time as a document is ratified by the employee representative.

1.1.A Article 22 (Benefits) and Article 23 (Wage Rates) shall be of two-year duration with the remaining articles being of three (3) year duration with the following guidelines in effect through June 30, 2023:

- The District and the Union may each unilaterally open one article per school year.

- In year 3, the District and the Union may each unilaterally open one article for bargaining, Article 22 - Benefits, and Article 23 - Wages.

- Additional articles may be opened for bargaining by mutual agreement of the District and the Union.

- Any Memoranda of Understanding (MOU's) entered into by the District and the Union shall be considered for inclusion in the contract during bargaining.

1.2 For the life of this contract, "bargaining unit employee" shall be those district staff regularly employed as clerical, food service, educational assistants, custodial, maintenance, groundskeeper, and other classified staff who are not excluded as employees of the bargaining unit.

1.3 For the life of this contract, unless otherwise noted, "business day" shall be defined as any scheduled day that the District Office is opened to the public.

1.4 For the life of this contract, unless otherwise noted, "working day" shall be defined as a day a given employee is scheduled to work.

ARTICLE 2 RECOGNITION

2.0 RECOGNITION

2.1 The District recognizes the Union as sole and exclusive bargaining representative for those classified employees in the bargaining unit. The Union shall negotiate for all classified employees on matters affecting employment relations, SAVE AND EXCEPT Supervisory, Confidential and Professional Technical employees, substitutes, and District students are specifically excluded.

2.2 For the purpose of this Agreement the following definitions shall apply:

2.2.1 "Classified Employees" are those district staff regularly employed as clerical, food service, educational assistants, custodial, maintenance, groundskeeper and, miscellaneous classifications defined within the Newberg School District 29J classified groups and who are not excluded as employees of the bargaining unit.

2.2.2 "Regular Employees" are those district classified staff filling a permanent position.

2.2.3 "Temporary Employees" are defined as those district classified staff hired for a specific period of time, up to a school year. Temporary employees become bargaining unit employees effective the first day of their employment as temporary. They will be eligible for Union membership, covered by all provisions, and due all benefits under this contract excluding the *Grievance Procedure* and *Reduction In Force* provisions.

A temporary employee working for a period of six (6) months or more in a temporary position, when hired into a regular position the following year with the same job title and position description, shall be recognized as a regular employee and given three (3) months probationary credit towards their six (6) month probation in the new position.

A temporary employee working for a period of six (6) months or more in a temporary position, when rehired into the same temporary position as the prior year with the same job title and position description, shall be granted six (3) months probationary credit towards their six (6) month probation in the position.

Temporary employees may apply for any opening for which they are qualified. A temporary employee rehired for either a temporary or regular position, in the same job classification the following year, shall be awarded step movement and benefits if employed in the temporary position on or before January 1st of the previous year.

When it becomes necessary to change regular positions to temporary positions the District agrees to consult with the Union prior to implementation.

2.2.4 "Substitutes" are defined as those casual employees called in to replace a regular employee.

2.2.5 "Probationary Employees" are defined as district classified staff who are new to the District, and who serve a probationary period during the first six months of employment in a regular position. During the probationary period employees may be dismissed for any reason by the District.

Probationary employees do not have any property interest in the position. Probationary employees may request a transfer after three months of probationary employment provided his/her performance is deemed satisfactory by the District.

If a probationary employee's request for transfer is approved, the employee shall begin a new probationary period of no less than three (3) months in the new position.

2.3 The District and the Union shall evaluate confidential positions as they become open. Those positions which do not meet the legal definition of "confidential" shall be moved to the classified unit. The District and the union shall negotiate salary placement for those positions

ARTICLE 3
STATUS OF AGREEMENT

3.0 STATUS OF AGREEMENT

3.1 Separability of Clauses' In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. At the request of either party, the District and the Union shall meet to renegotiate any provision(s) held invalid.

3.2 Funding: The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and by state funding. All such compensation is therefore contingent upon sources of revenue.

ARTICLE 4
MATTERS COVERED AND COMPLETE AGREEMENT

4.0 MATTERS COVERED AND COMPLETE AGREEMENT

4.1 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to bargain with respect to wages, hours, and other terms and conditions of employment. Therefore, the omission of any reference to any aspect that was the subject of negotiations is intended to be a waiver of the right to bargain with respect to those subjects during the term of this Agreement.

4.2 The District agrees to bargain

The District agrees to bargain prior to making any unilateral change in a mandatory subject of bargaining that was not the subject of negotiations for this Agreement.

ARTICLE 5
NONDISCRIMINATION

5.0 NONDISCRIMINATION

5.1 The Union and the District agree that they shall not discriminate against any employee because of age, race/color, religion, sex (includes gender, pregnancy, and sexual harassment), sexual orientation, national origin, physical/mental disability (unless the disability constitutes a bona fide occupational disqualification), marital status, membership or non-membership in the Union, or place of residence or other protected classifications as defined by state or federal law.

5.2 The Union and the District agree that no employee shall be subjected to retaliation for opposing an unlawful employment practice.

**ARTICLE 6
MANAGEMENT RIGHTS**

6.0 MANAGEMENT RIGHTS

- 6.1 It is recognized that, except as expressly provided in the Agreement, the District shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects, including but not limited to the right to direct the work force; to plan, direct and control all the operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule work hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 6.2 Before contracting out bargaining unit work the District shall evaluate and disclose the cost savings.

**ARTICLE 7
UNION RIGHTS**

7.0 UNION RIGHTS

7.1 The School District courier, email system, services and employee mailboxes may be used for distribution of Union communications as long as such communications are not burdensome in quantity or bulk, or detrimental to District operations as determined by the Superintendent.

7.2 School facilities and equipment may be used for Union purposes at reasonable times provided that such purposes shall not interfere with normal school operations or special meetings and classes, and providing that prior approval is received from the building principal.

7.3 The District shall allow designated union representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints on behalf of Union employees;
- b. Attend investigatory meetings, hearings, and other due process proceedings on behalf of Union employees;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend liaison meetings, safety committee meetings and any other meetings between representatives of the District and the Union to discuss employment relations;
- f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, but not more than 120 minutes during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s). Designated union representatives will strive to plan meeting at a time that doesn't interfere with District operations.
- g. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

7.3.1 For purposes of this Article, "designated representatives" shall include chapter executive board officers, and their designees, and building representatives. A non-employee Union Field Representative shall be permitted access to the District's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives.

- 7.3.2 At least two business days prior to the activity, the designated representatives shall notify, in writing, their immediate supervisor. There may be situations in which both parties agree that the circumstances do not require advance written notice.
- 7.3.3 If the scheduled date and/or time of the activity is found to interfere with District operations, the parties shall mutually decide when the activities can be performed during work hours.
- 7.3.4 The District shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities.
- 7.3.5 The District may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
- 7.3.6 The parties recognize that bargaining sessions and liaison meetings will usually occur outside of normal work hours. However, designated team employees whose normal work hours are during a mutually scheduled bargaining session or liaison meeting shall be permitted to attend with no loss in compensation.
- 7.4 The District shall permit the Union to use space on mutually agreed upon bulletin boards for the purpose of communicating with the employees as long as such communications are not inflammatory or derogatory in nature and follow applicable state/federal laws.
- 7.5 The Union representative, with prior approval of his/her Supervisor shall be granted time off, without pay, from his/her regular school duties to attend local Chapter 17 meetings of the Union. The Union must obtain approval from the Superintendent if more than three Union representatives are requesting to attend a meeting outside of the District during their regular working hours. Whenever possible such meetings shall be scheduled so as not to interfere with normal school duties. The District reserves the right to grant time off without loss of pay for Union requests.
- 7.6 The District shall provide digital copies of this Agreement to all employees in the bargaining unit. The district shall provide paper copies upon request.
- 7.7 The District shall provide the Chapter President and Union's Director of Fiscal Operations (classified@OSEA.com) with an editable spreadsheet containing the following information for each employee in the bargaining unit:
 - a. The employee's name and date of hire, resignation, or retirement;
 - b. Contact information including:
 - 1. cellular, home, and work telephone numbers,
 - 2. personal and work electronic mail addresses,
 - 3. home or personal mailing address

- c. Employment information including the employee's job title, salary and worksite location.
- 7.7.1 The District shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one-hundred-twenty (120) calendar days for employees in the bargaining unit who are not newly hired.
- 7.8 Employee Orientations. At employee orientations, the District shall provide the union with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to make a presentation to all bargaining unit employees without undue interference. The union shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.
 - 7.8.1 When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes, but not more than 120 minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
 - 7.8.2 The union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meetings.
- 7.9 The Superintendent's office shall furnish the Union President an electronic version of the Board meeting agenda, minutes, and attachments prior to the next scheduled Board meeting.
- 7.10 Upon request, the District shall provide the Union with information, as permitted by law that may be necessary for the Union to process grievances under this Agreement or to conduct the business of the Union.
- 7.11 A Union representative shall be allowed to make brief announcement at the end of a regularly scheduled building staff meeting, provided the representative has contacted the administrator in advance of the meeting and the administrator agrees there is sufficient time available.

7.12 UNION BUSINESS LEAVE

Up to fifteen (15) total days of leave per year shall be granted to Union for officers or committee chairs for the purpose of attending Union business provided that:

- a. No one employee shall be allowed more than three (3) consecutive days of union business leave.
- b. Substitutes are available when necessary.
- c. Leave does not conflict with training or staffing development.
- d. No single union officer may take more than nine (9) union business leave days in any academic school year.

The Union shall reimburse the District in the amount of the substitute worker's salary when an employee takes Union business leave. Application for union leave shall be made two (2) days in advance. Additional days may be granted by mutual agreement between the Union and the District.

**ARTICLE 8
UNION DUES**

8.0 UNION DUES

- 8.1 Upon receipt of authorization from an employee covered by this Agreement, the District agrees to deduct, from the wages of that employee, dues to the Union. The authorization shall be in writing on a form provided by the Union and must be received by the District no later than the 5th of the month in which the dues deduction shall commence.
- 8.2 If it is deemed legal, the District agrees to reinstate the fair share agreement, and in accordance with such it is understood that each employee who is not an employee of the Union shall be liable to contribute to the Union as representation costs, an amount equivalent to the dues paid by Union employees. The District agrees to deduct fair share payments in the same manner as Union dues each month.
- 8.3 The District agrees to transmit the dues so deducted to the state office of the Oregon School Employees Union by the 15th of the month following payroll deductions.
- 8.4 The Union agrees to hold the District harmless against any action taken in compliance with Article 8.

**ARTICLE 9
LAYOFF AND RECALL**

9.0 LAYOFF AND RECALL

Layoff shall mean the elimination of a position or positions or the loss of hours in the reduction of the employee's benefit level.

9.1 Reduction in Force Procedures

- 9.1.1 Temporary employees working in the classification group in which layoffs occur shall be terminated prior to the layoff of probationary or regular employees.

The District determines which positions shall be reduced or eliminated. The District shall notify the classified employee(s) and the Union in writing no less than fifteen (15) business days prior to any layoff or reduction in force.

Employees shall remain on the recall list until such time as they are restored to the greater of 80% of hours or receive full restoration of benefits for a period no longer than 27 months.

- 9.1.2 An employee whose position is cut shall be notified in writing. The employee shall sign written confirmation of receipt of the notice by the employer. Should the employee refuse or be unavailable to sign, the District shall send the notice via certified mail. The employee notified of the layoff may:
- a. Exercise bumping rights within five (5) business days of receiving the notice, or;
 - b. Waive bumping rights

9.1.3 Seniority

Seniority shall be defined as the duration of continuous service since the last date of hire as measured by the first day of active paid service, (including time served in a limited-term position prior to the date of this agreement). All authorized paid leave shall be counted as time worked for this purpose. Employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of the layoff. In the event that employees have the same date of hire, the tie shall be broken by the date the employee signed the Recommendation/Acceptance form. If that does not resolve the problem, the names shall be drawn to determine seniority.

9.1.4 Bumping rights

- a. No employee may bump a more senior employee. In order to bump, the employee must have the ability, capacity, and skill to perform the job and must demonstrate ability to perform all job functions within ten (10) working days from the date of assuming the job duties. If, after a trial period of ten (10) working days, the employee cannot perform the duties of the job in a satisfactory manner, the

employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If laid off, the District shall fill the job either by recall of an employee who was laid off from a higher ranked job within the classification group or by recalling the employee who was bumped out of that job.

- b. An employee notified of layoff may only bump the least senior person in that job title or any lower title (rank) in the classification group.
- c. An employee who works less than four (4) hours daily may not bump a person working four (4) or more hours.
- d. An employee working more than four (4) hours daily may exercise bumping rights into a position having less than four (4) hours. The employee shall still retain recall rights to a position with the same pay and number of hours as that which they held before layoff and for which the employee is qualified as per Article 9.1.4b.
- e. An employee transferred to a temporary position as a result of a layoff shall continue to be a regular employee and shall not lose recall rights to a regular position.
- f. A laid off employee who previously worked in a different classification for the district (within the definition of seniority in paragraph 9.1.3) may "bump" an employee in the previous classification as long as two conditions are met:
 1. The laid off employee has greater classification seniority than the person to be "bumped"; and,
 2. The laid off employee had at least satisfactory evaluations in his/her current position and in his/her position in the previous classification.
 - a. Employees shall remain on the recall list until such time as they are restored to the greater of 80% of hours or receive full restoration of benefits for a period no longer than 27 months.
 - b. An employee may request consideration from the Superintendent/Designee to remain on the recall list beyond one offer.

9.1.5 Pay

An employee exercising their right to bump shall be placed on the step in their new range closest to their existing rate of pay.

9.1.6 Bumped employees

An employee who is bumped shall be notified that he/she may:

- a. Exercise bumping rights within five (5) business days of receiving the notice, or;
- b. Waive bumping rights.

9.1.7 Recall

Whenever the District determines that a regular vacancy exists within a classification that has experienced a layoff (within the last twenty-seven (27) months), laid off employees from that classification shall be recalled in order of seniority; the most senior employee will be recalled first.

An employee who has been laid off shall be notified of any job openings within the bargaining unit.

The recall notice shall be sent by certified mail to the last address the District has on record for the laid-off employee. The laid-off employee shall have five (5) calendar days to respond to the recall notice. Failure to respond within eight (8) days of any recall notice shall cause the laid-off employee to forfeit all recall rights and shall be deemed to be a resignation.

- 9.1.8 During the period of layoff or reduction in force no new employee shall be hired for a vacancy within the bargaining unit if a laid off employee who meets the position qualifications and demonstrated ability and experience for the position has applied for the vacancy.

**ARTICLE 10
REDUCTION IN HOURS**

10.0 REDUCTION IN HOURS

When the District determines that a reduction is necessary in the number of hours of a job title that causes a reduction in the employee's medical/dental benefit level:

- a. The District shall use seniority to determine which employee receives the reduction in hours.
- b. An employee may choose to accept the reduced benefit level, in lieu of bumping.
- c. This Article does not apply to grant-funded programs.

Should the District determine the need to reduce a position(s) to such an extent that the employee's benefit level shall be affected; the Union shall be given no less than two (2) weeks in advance notice and allowed to discuss the impact of such a reduction.

10.1 Reduction in Hours and Job Description Modification

When hours are reduced for an individual employee's position, the employee affected by the reduction shall meet with the employee's immediate supervisor to discuss the impact and expectations for the position. A modified job description shall be signed by the Supervisor and the employee. A copy of the modified job description shall be sent to the Union and the District. Should the Union and the District disagree with the modification of the job description, the parties shall meet in Contract Maintenance to resolve the matter.

When several employees in a job classification are reduced in hours, the District shall meet with the Union to discuss the modification of the job description for the affected employees.

ARTICLE 11
JOB DUTIES AND NEW POSITIONS

11.0 JOB DUTIES AND NEW POSITIONS

- 11.1 Employee's duties shall be outlined by a position description, which may be modified by the District level supervisor or the building principal acting through authority of the superintendent. The Union shall be notified in a timely manner of changes to position descriptions and be given the opportunity to discuss wage placement.
If an employee is asked to perform duties outside of classification or within the language of the duties as otherwise assigned, the employee's supervisor will disclose an estimate of time for this expectation and how much of their time should be designated to this temporary request.

All employees affected by such changes shall be notified by the District and the Union of the employee's updated job description.

New positions shall not be posted or filled until the Union has seen an updated job description and has had the opportunity to discuss wage placement of the position.

- 11.2 The District shall notify the Union President, by electronic means of job openings in the bargaining unit. All open positions, in the bargaining unit, shall be posted, at each worksite, at least five (5) business days prior to the closing of the open position. During the summer months or other vacation periods, postings for open positions shall be available at the District Office and on the District website.

Positions to be filled by transfer of a District employee shall require a full five (5) business day period for posting except for entry level positions, which may be posted for two (2) business days with the concurrence of the Union leadership.

11.3 Promotions and Transfers:

11.3.1 Employees wishing to promote or to transfer to another classified position may apply for the promotion or transfer via the applicant tracking system on the District website by the closing date. When the District has determined that an applicant who is presently employed in the District is equally qualified for the open position, preference shall be given to the District applicant.

11.3.2 If an employee is qualified for the position sought, he/she will be entitled to an interview for the district posted position. If five (5) or more employees seek the same position, the district may use the criteria below to screen internal candidates so it is not obligated to interview more than three (3) employees. The criteria are:

- a. Demonstrated experience and performance evaluations in the same or similar position,
- b. Instructional and licensing requirements,
- c. Service to the District,
- d. Basic qualifications as included on the posting and other special training and skills as may be applicable.

- 11.3.3 It is the intent of the District to give employees not selected for a position the opportunity to request a written response or meeting with the appropriate supervisor indicating the reason(s) for non-selection and to discuss what action/actions could be taken by the employee to improve their skills.
- 11.3.4 The district shall furnish the president of the union with copies of all job postings. All unit employee applicants for a position shall be notified of the final decision. Within fourteen (14) days after the selection decision is announced, the district, upon request, shall supply the association with a list of all bargaining unit employees who applied for the vacancy; provided the employee has given the District permission to release that information.
- 11.4. If the District reduces positions that are entitled to full benefits, it shall contact the Union to bargain the impact; such bargaining shall be expedited.

**ARTICLE 12
PERSONNEL RECORDS**

12.0 PERSONNEL RECORDS

- 12.1 Personnel records of any employee in the bargaining unit shall be maintained in the District personnel office. Such personnel records shall not contain any notice of written reprimand that does not bear the employee's signature or initials of a witness in the presence of the employee, indicating that the employee has been shown the material, or a statement by the employee who has been shown the material and has refused to sign or initial such material. The District shall provide the employee with copies of all such materials placed in the personnel file.
- 12.2 An employee shall have the right to attach a written statement of explanation to any material that the employee believes to be objectionable.
- 12.3 Upon request of the employee, all letters expectation and reprimand shall be removed and destroyed that are over two (2) years old provided the employee has not received another notice for the same type of infraction within that two (2) year period. Records of actions regarding physical or sexual harassment or racial, ethnic, or sexual discrimination and letters of reprimand which are serious in nature, as determined by the Superintendent/Designee, are exempt from this provision and may be held in personnel files indefinitely.
- 12.4 Upon written request, an employee, or his/her designated Union representative, may have access to the employee's personnel file for the purpose of review or obtaining copies of materials. A copying fee may be assessed according to the School Board approved fee schedule for that year.
- 12.5 Material placed in the personnel record of an employee without conformity with the provision of this Article shall not be used by the District in any subsequent evaluation or disciplinary proceedings involving the employee.

ARTICLE 13
EMPLOYEE DISCIPLINE/DISMISSAL OF REGULAR EMPLOYEES

- 13.0 EMPLOYEE DISCIPLINE/DISMISSAL OF REGULAR EMPLOYEES
- 13.1 For purposes of this Article, discipline shall include letters of expectation, letters of reprimand, demotion, suspension without pay, and dismissal.
- 13.2 The employee shall have the right to union representation whenever any disciplinary action, including demotion, reprimand, suspension, or dismissal is discussed with the employee. A supervisor shall not discipline an employee in the presence of non-essential people.
- 13.3 Classified employees, who have completed their probationary period, shall not be disciplined without just cause.
- 13.4 Progressive discipline shall be used except when more serious discipline or when immediate action is deemed necessary by the Superintendent/designee.
- 13.5
- a. The employee may be suspended immediately with pay from employment with the District until the assistant superintendent, or designee investigates the charges, and a decision is made to continue or to discontinue said employees employment. If the employee is cleared of the charges, said employee will be reinstated without loss of pay or accrued benefits.
 - b. If the charges are upheld, the termination day will be the date that the Superintendent or their designee takes final action to terminate the individual's employment. If the District determines that the charges do not warrant termination, a less severe discipline measure may be taken.
- 13.6 Regular employees may be disciplined or dismissed for the following non-exhaustive list of causes:
- a. Insubordination
 - b. Unsatisfactory job performance, including failure to maintain acceptable attendance.
 - c. Use of alcohol, drugs or other activities that interfere with the employee carrying out his/her job responsibilities.
 - d. Misconduct or violation of District policies, rules or regulations, or violation of state laws.
 - e. Neglect of duty.
- 13.7 During the probationary period, employees may be disciplined or dismissed for any reason the District deems sufficient; these actions may not be grieved.
- 13.8 In the event a regular employee is disciplined, the following procedures shall be utilized:

- a. The employee shall be informed of the basis of the disciplinary action.
- b. The employee shall be given the opportunity to discuss the matter with his/her supervisor.
- c. The supervisor in collaboration with Human Resources determines what, if any, discipline shall occur.
- d. If the supervisor recommends dismissal, the recommendation along with the reasons shall be forwarded to the Superintendent/Designee.
- e. Prior to dismissal, with five (5) days notice, the Superintendent or designee shall provide the opportunity to meet with the employee and shall inform the employee of the contemplated action and shall give the employee the opportunity to respond and provide any additional data prior to a decision by the Superintendent or designee.

13.9 Dismissal of an employee requires action by the Superintendent, although such action may be at the recommendation of a supervisor.

13.10 A classified school employee who has been demoted or dismissed shall be entitled to a hearing before the school board if a written request is filed with the board within fifteen (15) calendar days of the dismissal or demotion.

ARTICLE 14
GRIEVANCE PROCEDURES

14.0 GRIEVANCE PROCEDURES

14.1 Definitions:

- 14.1.1 "Grievance" shall be a complaint by an employee or group of employees: (1) That there has been inequitable treatment by reason of any act or condition that is contrary to established School Board policy or practice governing or affecting employees. (2) That a specific Article of this Agreement has been violated.
- 14.1.2 "Grievant" is the employee or employees who has (have) the grievance and is (are) presenting the complaint against whom the complaint is made.
- 14.1.3 The "party in interest" is either the employee or employees making the complaint or the employee or employees against whom the complaint is made.
- 14.1.4 "Consultant" is the one who advises either party in interest.
- 14.1.5 "Representative" is the one who may speak for or advise a party of interest.
- 14.1.6 "Immediate Supervisor" is the supervisor to whom grievant is responsible when other than building principal.
- 14.1.7 "Binding Arbitration" is a decision by an arbitrator, which requires compliance by both parties in interest.
- 14.1.8 "Days." The term "days" used in this Article shall, except when otherwise indicated, mean "business days".
- 14.1.9 "Persons Officially Involved" means the superintendent, a District representative and/or consultant, the grievant, a Union representative and/or consultant, and witnesses.
- 14.1.10 "Union" is any organization representing the classified personnel which has been elected by a majority vote of the respective employees.

14.2 General Procedures:

- 14.2.1 All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- 14.2.2 All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.

- 14.2.3 There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
- 14.2.4 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- 14.2.5 All documents, communications, and records of a grievance shall be filed in the School District Office separately from the personnel files. References to the records, such as a summary, should be placed in appropriate personnel file(s).
- 14.2.6 In the course of investigating a grievance, representatives of the Union who need to contact an employee at the worksite shall contact the site supervisor and upon arrival, shall state the purpose of visit.
- 14.2.7 Whenever possible, all parties shall process grievances after the regular workday or at times that do not interfere with an employee's assigned duties. Every effort shall be made to avoid the unnecessary involvement of students in the grievance procedure and to avoid interruption of classroom and school activities.
- 14.2.8 Each grievance shall have to be initiated within twenty (20) business days after the occurrence of the cause for complaint; however, if the grievant did not become aware of the occurrence until a later date, then action must be initiated within the twenty (20) business days following the first knowledge of the cause. In failing to thus initiate action, no reasonable grievance may be considered to exist.

14.3 Levels of Grievance:

- 14.3.1 Level One - Informal and Formal Grievance Level. The grievant shall first discuss the grievance with the principal or immediate supervisor, either individually or through the school grievance representative, with the objective of resolving the matter informally. Grievant shall identify the discussion as a Level 1 Grievance during the conversation with the supervisor if the discussion is to be considered as such.

If the grievant is not satisfied with the disposition of the grievance, a written grievance may be filed with the principal/immediate supervisor (who has administrative authority to act) within twenty (20) business days following the act or condition that is the basis of the complaint, or, if the grievant had no knowledge of said occurrence at the time of its happening, then within twenty (20) business days of the first such knowledge.

This complaint shall set forth the grounds upon which the complaint is based and the reason why the grievant considers the decision rendered is

unacceptable. The immediate supervisor shall communicate a decision in writing within five (5) business days to the grievant.

Within five (5) business days of the receipt of the decision rendered by the principal/immediate supervisor, the grievant, if not satisfied with the decision of the principal/immediate supervisor, may appeal in writing to the superintendent or the superintendent's representative (who has the administrative authority by Board policy to act and in the matter of grievances shall be so designated by job description).

- 14.3.2 Level Two - Appeals to the superintendent or a representative shall be heard by the superintendent or a representative within ten (10) business days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) business days prior thereto to the grievant, a representative, or any other person officially involved in the grievance. Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing. Within five (5) business days of hearing the appeal, the superintendent or representative shall communicate to the grievant, and all other parties officially present at the hearing, a written decision that shall include supporting reasons therein.

If the grievant is not satisfied with the decision of the superintendent or representative, a written appeal may be filed with the superintendent within five (5) business days from the receipt of the decision. The appeal shall state the grievant's reasons for appealing the decision and request appeal to Level Three.

- 14.3.3 Level Three - Within five (5) business days of the receipt of the appeal, the School District Board of Directors shall notify all official parties of a hearing to be held within ten (10) business days of the receipt of the appeal. The Board of Directors shall hear arguments of the superintendent and the grievant. At the request of the grievant, the hearing before the Board shall be a public hearing.

Within five (5) business days following the hearing, the School Board of Directors shall render a decision in writing to all official parties. If the grievant is not satisfied with the decision of the Board or Directors, a written appeal may be filed with the Superintendent within five (5) business days from the receipt of the decision. The appeal shall state the grievant's reasons for appealing the Board of Director's decision and intent to move to arbitration.

14.4 Arbitration

- 14.4.1 A dispute or disagreement involving the interpretation or application of specific provisions of this Agreement may be submitted to binding arbitration under the following conditions:
- 14.4.2 All steps provided for in the Grievance Procedure must first be exhausted by both parties.
- 14.4.3 The issue must involve the interpretation or application of a specific provision of this Agreement.
- 14.4.4 Written notice of a request for arbitration must be filed with the superintendent within ten (10) business days of receipt of the answer from the last step of the grievance procedure.
- 14.4.5 When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so they shall, within ten (10) business days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The parties shall be bound by the rules of the American Arbitration Association.
- 14.4.6 The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of this Agreement.
- 14.4.7 The arbitrator shall not add to, subtract from, modify or amend any terms of this Agreement, nor shall any obligations be imposed on the Union or the District not expressly agreed to by the terms of this Agreement.
- 14.4.8 The decisions of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties within the scope of the arbitrator's authority.
- 14.4.9 The Board and the Union shall share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Each party shall pay any and all other costs incurred by said party.

ARTICLE 15 EVALUATION

15.0 EVALUATION

- 15.1 The purpose of evaluation is to assist each employee to meet the performance standards and assigned job duties.

The evaluation process is to be used with all probationary and regular employees. Probationary employees shall be evaluated during the first six months of employment. Regular employees shall be evaluated annually.

The end of year evaluation conference of the regular employee shall be face to face and according to the timelines outlined in the classified evaluation manual. No evaluation shall be mailed, emailed or given over the phone in lieu of a face to face meeting. Union representation can be accessed any time before or during the evaluation.

The district and the Union shall collaboratively review and update the Classified Evaluation Handbook. The district and the Union will convene, within the first two years of the contract, a committee of four (4) Union employees and four (4) district employees. The handbook will outline deadlines for principals to adhere to and best practices for the process.

- 15.2 A Plan of Assistance for Improvement may be a part of the evaluation process. The purpose and design of the Plan of Assistance is to improve employee performance.

The employee shall have the right to representation at all meetings regarding the Plan of Assistance. The employee and his/her representative may make suggestions to the Plan of Assistance.

A written Plan of Assistance shall be provided that:

- a. Identifies the performance deficiency;
- b. Establishes specific timelines with corrective steps to address the deficiency;
- c. Describes the assistance to be provided by the District; and,
- d. Provides for a review of progress midway through the plan of assistance.

- 15.3 On or before the expiration of the Plan of Assistance, the supervisor, the employee, and his/her representative shall meet to discuss the employee's progress or lack thereof towards the expected improvements.

At this meeting, the supervisor shall notify the employee of:

- a. Successful completion of the Plan of Assistance;
- b. An extension/modification of the Plan of Assistance; or,
- c. A recommendation for dismissal of the employee.

- 15.4 The employee may appeal his/her dismissal to the Superintendent within five (5) business days of the Notice of Intent to Dismiss.

- 15.5 A classified school employee who has been demoted shall be entitled to a hearing before the school board if a written request is filed with the board within fifteen (15) business days of the dismissal or demotion.

ARTICLE 16
NO INTERRUPTION OF WORK

16.0 NO INTERRUPTION OF WORK

16.1 The provisions of this Article shall apply only to the activities and/or the operations of Newberg School District 29J.

16.2 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement shall engage in, promote, sanction or support any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position or the stoppage of work during the term of this Agreement.

16.3 Neither the Union, its officers or agents, nor its employees shall support an illegal strike of the bargaining unit. Nothing in this Agreement shall serve as a bar to an otherwise legal strike or to prevent bargaining unit employees from exercising their freedom of speech by supporting other bargaining units during non-work hours.

16.4 There shall be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

**ARTICLE 17
HOURS OF WORK**

17.0 HOURS OF WORK

- 17.1 The regular workday for full-time employees shall be the assigned shift not to exceed eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week. Overtime shall be compensated as provided by applicable state law.
- 17.2 A workweek shall be the calendar week commencing on Sunday and ending on Saturday.
- 17.3 Each employee shall receive a 15-minute break during each 4-hour period, or major portion thereof, of consecutive service with the break as close as possible to the 2-hour interval. Such breaks shall be scheduled by the supervisor in consultation with the employee.
- 17.4 Each employee shall receive an uninterrupted lunch period of at least one-half hour during each shift of five (5) hours or more. Such time shall be scheduled by the employee's immediate supervisor and shall be as near as possible to the halfway point of the employee's workday.
- 17.5 Employees who are called back to work not during a regularly scheduled shift for such reasons as inclement weather, emergencies from vandalism, fire, theft, damage, and other causes shall be compensated at the rate of time and a half for a minimum of two (2) hours.
- 17.6 If an employee is required by the Superintendent/designee to work on any of his/her compensated holidays, he/she shall receive the overtime rate for all hours worked in addition to the regular holiday pay for a minimum of two (2) hours.
- 17.7 Reporting Time. Employees shall be paid for two (2) hours if they report for work on a regularly scheduled day and are sent home within two hours.
- 17.8 Inclement Weather. Employees who are designated as essential employees will be notified in writing within the first two (2) weeks of school or by the end of September each school year, Essential employees who work on days when the schools are closed for inclement weather shall be credited with an additional one-half hour for each hour worked. Essential employees have the option of time-sheeting time worked at 1 ½ hours per hour worked on inclement weather days or to flex an equivalent amount of hours on another day with mutual agreement of this supervisor. This time may be used at times when school is not in session. Employees who are not required to work by the District or who are unable to get to work may use accrued personal leave, vacation, leave without pay, or arrange with the supervisor to make up time lost.

In the event of unscheduled school closures due to sickness, weather, district-wide emergencies or catastrophic (non-financial) events, the Board reserves the right to alter the school calendar to allow makeup time. Up to the equivalent of one full workday (hour's dependent on employee's regularly scheduled hours) will not be made up or rescheduled. In the event of additional closure days, the superintendent and/or designee shall meet with Union leadership to determine how and when to utilize those days.

17.9 Mandatory Training. It will be an expectation that mandatory training will be scheduled during the employee's work day. If the employee and the principal are unable to schedule the training during the employee's work day, the employee will be compensated at their hourly rate for the time spent at the training.

ARTICLE 18
STAFF DEVELOPMENT FUND

18.0 STAFF DEVELOPMENT FUND

18.1 A fund of \$10,000 shall be established for each year of this contract to pay for non-probationary classified employee's participation in staff development activities that shall benefit the District. Applications for workshop attendance shall come from the Union and may be approved by the District on the merit of the individual program. Approval of requests may be subject to availability of other funds if substitutes are required.

Each non-probationary employee may initially receive up to \$500. If the Professional Develop Fund is not depleted by March 31st, employees who have already received professional development funds may reapply for an additional amount not to exceed \$250.

**ARTICLE 19
HOLIDAYS**

19.0 HOLIDAYS

19.1 The District recognizes the following holidays as paid holidays for classified employees under the conditions in this Article:

Labor Day	Veteran's Day
Thanksgiving Day	Day Following Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve Day	New Year's Day
Martin Luther King Day	Memorial Day
Independence Day	

19.2 Regular employees who work or who are on an approved paid leave on either the last scheduled working day before or the first scheduled working day after any of the holidays listed in 19.1 above shall receive holiday pay. This section shall apply only for holidays falling within the employee's regularly scheduled workweek. This section shall not apply when the employee's first scheduled working day for a school year falls on the day following a holiday, e.g. Labor Day shall not be paid if the day after Labor Day is the first scheduled working day for a classified employee.

19.3 Regular employees who are normally scheduled to work less than eight (8) hours per day shall receive holiday pay based on the number of hours in their normally assigned shift.

19.4 If an employee is required by the District to work on any of his/her compensated holidays, he/she shall receive the overtime rate for all hours worked in addition to the regular holiday pay.

19.5 If an employee's scheduled work plus holiday pay for any week exceeds forty (40) hours, the excess over forty (40) hours shall be paid at the overtime rate.

19.6 Twelve (12) month employees shall be paid for President's Day.

**ARTICLE 20
LEAVES**

20.0 LEAVES

Leave shall be prorated based on actual date of hire and the employee's work schedule. Employees who work flexible daily schedules shall be charged for the actual time missed on the day of absence.

20.1 SICK LEAVE (Absence from duty because of an employee's illness or injury.)

20.1.1 Sick leave shall be granted at the beginning of the year at the rate of ten (10) days for nine and ten-month employees, eleven (11) days for eleven-month employees, and twelve (12) days for twelve-month employees.

20.1.2 Sick leave accumulation shall be unlimited.

20.1.3 An employee who is unable to report on the first scheduled workday after a recess because of illness or injury shall be entitled to use accumulated sick leave.

20.1.4 An employee who uses no sick leave during the work year is eligible for one additional day of personal leave the following work year. Donations to the sick leave bank shall not affect the implementation of this article.

20.1.5 Employees shall be allowed to use sick leave to care for:

- a. Spouse of the employee.
- b. Children, step-children, or grandchildren of the employee.
- c. Parent, step-parent, parent-in-law, brother, sister, step-brother, step-sister, brother and sister-in-law, or grandparent of the employee.
- d. Any permanent resident of an employee's household or what is permitted under the Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA). Exceptions to the above may be approved by the Superintendent

20.2 PERSONAL LEAVE

Two (2) days leave of absence shall be provided. Whenever reasonably possible, advanced notice shall be given to the employee's immediate supervisor. Employees on personal leave shall receive pay and benefits at the same rate as though the employee had worked a normal shift for that time.

Employees covered by this contract, who have two (2) unused days of personal leave by the end of that school year, shall receive payment equivalent to pay for one (1) day.

Personal leave does not accumulate from year to year.

20.3 LEGAL LEAVE

An employee shall be granted leave with pay for service on a jury, provided, however, that compensation paid to such employee for the period of the leave shall be reduced by the amount of the compensation

received by the employee for such jury service. Upon being excused from jury service prior to noon during any day, the employee shall immediately report to his/her supervisor to receive assignment of duties for the remainder of the day. The above provision shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Leave identified in the above provision does not apply when an employee is involved as a litigant for personal reasons or when called as a witness against the District.

An employee whose regular work shift is not during the day shall be assigned the day shift when legal leave is used.

20.4 VACATION LEAVE

20.4.1 All employees serving on a twelve-month basis shall be entitled to two (2) weeks of paid vacation annually. After six (6) months of service, a new employee shall be entitled to the prorated share of this vacation time. After five years of continuous service, the employee shall be granted one additional day for each year of service over five (5) years until a total of twenty (20) vacation days is reached.

20.4.2 An employee may not carry over more than eighty (80) hours of vacation leave from one fiscal year to the next unless approved by the Superintendent or designee. If an employee is restricted from using vacation time by a supervisor and is unable to reschedule that time in that fiscal year, the district shall carry over that time to use in the next fiscal year.

20.5 BEREAVEMENT LEAVE

20.5.1 Bereavement leave with full pay shall be allowed up to five (5) days for each death in the immediate family during any school year, to be taken in half-day or full-day increments. Immediate family shall be defined as follows:

- a. Spouse or domestic partner of the employee.
- b. Children, step-children, or grandchildren of the employee.
- c. Parent, step-parent, parent-in-law, brother, sister, step-brother, step-sister, brother and sister-in-law, or grandparent of the employee.
- d. Any permanent resident of an employee's household.

20.5.2 One (1) day of bereavement leave may be used for the death of a close friend, colleague, or for other family employees not noted in 20.5.1 above.

20.5.3 Bereavement leave shall not accumulate from one school year to the next.

20.5.4 The ten (10) days of OFLA Bereavement Leave runs concurrently to the 5 district paid bereavement leave.

The OFLA Bereavement Leave must be completed within sixty (60) days of the notice of death.

20.5.5 Exceptions to the above as approved by the Superintendent/Designee.

20.6 LEAVE WITHOUT PAY

- 20.6.1 An employee shall be allowed leave without pay upon request, subject to approval by the Superintendent/designee, for a fixed period of not more than twelve (12) months. If the leave is less or equal to a school semester, the employee can return to their current position. If the leave is longer than a current school year semester, the employee will return to a comparable open position within the classification that he/she left for which he/she has demonstrated qualifications.
- 20.6.2 Seniority earned prior to the leave and unused sick leave shall be restored at the time of the employee's return but shall not be increased during the leave.
- 20.6.3 District-paid insurance benefits shall not be provided beyond thirty (30) days during the period of such leave.
- 20.6.4 For unpaid leaves of thirty (30) days or less, District-paid insurance benefits shall be continued, and the employee shall be allowed to return to the position held prior to the leave.
- 20.6.5 For unpaid leaves greater than thirty (30) days and up to the maximum period of time allowed by law, employees may continue to purchase health insurance through the district at the District rate at employee's expense and without District contribution.
- 20.6.6 Employees must use all of their leave (vacation and personal) before taking leave without pay. Exceptions to this provision may be approved by the Superintendent/Designee.

ARTICLE 21
CONTRACT MAINTENANCE

21.0 CONTRACT MAINTENANCE

21.1 A Contract Maintenance team appointed by the Union Executive Board shall meet monthly with the Superintendent and/or designee to discuss and resolve concerns related to employee issues, including matters related to this agreement.

This committee shall also review changes in job responsibilities, job descriptions, classifications, and any other pertinent issues pertaining to employees.

21.2 When the District or bargaining unit becomes aware of a significant change to the responsibilities of a job or classification, the District and the Union shall meet to discuss potential changes in the job description and wage placement.

ARTICLE 22
BENEFITS

22.0 BENEFITS

22.1 Overtime. Time and one-half shall be compensated as provided by state law.

22.2 Benefit Prorated for Part-Time Employees. Leaves, vacations, and holidays are accrued and awarded to part-time employees on a pro rata basis equal to the hours in their regularly scheduled shift. For example, a secretary scheduled for only four (4) hours per day is entitled to ten (10) half days of sick leave per year.

22.3 Health Insurance

22.3.1 The District shall provide full family health, dental, vision and long-term disability insurance (employee only) to new employees who work thirty (30) hours or more per week during the life of the contract, subject to the limits in 22.3.5. A committee with equal representation shall be formed for the purpose of recommending which program options shall be selected by the District.

22.3.2 Employees who work twenty to thirty (20-30) hours a week shall receive medical, dental, vision and long-term disability coverage for the employee only, up to 75% of the cap listed in 22.3.5.

22.3.3 Employees who worked twenty (20) hours or more a week during the 1983-84 school year and are continuously employed during the life of this contract, shall receive full family health, dental and vision insurance, subject to the limits in 22.3.5.

22.3.4 The District, in consultation with the District Insurance Committee, shall strive to make an optional employee-paid medical insurance plan available to employees without District-paid medical benefits.

22.3.5 Limits. Subject to 22.3.4, the District shall contribute a monthly amount for health, dental, vision and disability insurance not to exceed as follows: For 2020-21, the District shall contribute up to \$1,425.00 per month per employee.

For the 2021-2022, the District shall contribute up to \$1,500.00 per month per employee. For the 2022-2023, the District shall contribute \$1550.00 per month per employee.

22.3.6 An employee may waive participation in the group plans for medical, dental and vision coverage subject to the insurance carriers' or OEGB rules and regulations and minimum participation requirements.

22.3.7 A full time employee who selects an insurance plan that is at a lower rate than the district contribution shall receive sixty-seven percent (67%) of the unused district contribution in the following manner:

- a. Up to \$5,000 of the sixty-seven percent (67%) employee's district insurance contribution may be allocated to the employee's salary. Such payments shall be prorated according to the employee's FTE.

- b. The employee may apply any unused amount of the sixty-seven percent (67%) district contribution to the employer paid Section 129 Dependent Care Assistance Plan or to the employer paid Section 125 non-reimbursable medical expense account or HRA or any combination thereof, subject to IRS limitations.
- c. Employees who select an employer-paid Section 129 Dependent Care Assistance Plan benefit are limited to the maximum allowed by IRS rules and regulations. Employer contributions to the Section 129 dependent care account shall begin with the October payroll.
- d. If an employee selects a salary option, any remaining amount less than \$120 annually shall be paid as salary in October. Any remaining amount of \$120 or greater shall be paid in equal payments over the months of October through August.
- e. Section 125 and 129 account balances do not roll over from year to year.

22.3.8 An employee may waive participation in the group plans for medical, dental and vision coverage subject to the insurance carriers' or OEGB rules and regulations and minimum participation requirements.

22.4 Travel and Miscellaneous Expense

- 22.4.1 Any employees traveling in his/her own car on assigned District business between job locations or for school purposes shall be paid at the established District mileage rate.
- 22.4.2 The out-of-pocket expense of any District requirements made of employees shall be reimbursed according to the current District schedule of allowable expenses.
- 22.4.3 Physicals. Physical examinations required by the District shall be paid for by the District

**ARTICLE 23
WAGE RATES**

23.0 WAGE RATES

23.1 In the 2020-21 school year all classified employees will receive a 3.5% Cost of Living Adjustment (COLA) wage increase.

In addition to the 3.5% COLA, the following salary schedule adjustments will be made on July 1, 2020:

- a. Courier/Warehouse Assistant: range 6 to range 13
- b. Lead Custodian – Middle: range 7 to range 12
- c. Lead Custodian – Elementary: range 7 to range 12
- d. Ed Assistant I - Bus Duty: range 3 to range 6
- e. Ed Assistant I - Lunch/Playground Duty: range 3 to range 6
- f. Lead Custodian – High: range 10 to range 15
- g. Network Manager: range 21 to range 23
- h. Secretary II – Catalyst- change title to Catalyst Secretary: range 8 to range 12
- i. School Crossing Guard: range 3 to range 6
- j. District Communications Assistant: range 8 to range 11
- k. High School Campus Supervision Assistant: range 7 to range 9
- l. Secretary III - High School: range 10 to range 12
- m. Secretary II - Data Specialist - High School: range 8 to range 10
- n. Secretary II - Bookkeeper - Middle School: range 8 to range 10
- o. Secretary II – Elementary: range 8 to range 10
- p. Secretary II - Registrar - High School: range 9 to range 11
- q. Secretary II - Registrar - Middle School: range 8 to 10
- r. Secretary II - Athletic Secretary - High School: range 8 to range 10
- s. Secretary II - Admin Secretary - High School: range 8 to range 10
- t. Secretary II - Attendance - High School: range 8 to range 10
- u. Secretary II - Counseling - High School: range 8 to range 10
- v. Secretary II - Discipline - High School: range 8 to range 10
- w. Secretary II - Attendance - Middle School: range 8 to range 10
- x. Secretary II - Counseling - Middle School: range 8 to range 10
- y. Secretary II – Wellness Center: range 8 to range 10
- z. Secretary II – Learning Center: range 8 to range 10
- aa. Secretary II – Drop-Out Prevention: range 8 to range 10
- bb. Secretary II – Chehalem Online Academy: range 8 to range 10

2021-2022: In the 2021-22 school year, all classified employees will receive a 3.5% Cost of Living Adjustment (COLA) wage increase.

In addition to the 3.5% COLA, the following salary schedule adjustments will be made on July 1, 2021:

- a. Groundskeeper IV (Lead): range 12 to range 15
- b. Groundskeeper II: range 9 to range 12
- c. Bilingual Acad. Communication Sup. Assist: range 10 to range 12
- d. Cook: range 4 to range 6
- e. Maintenance I: range 8 to range 10
- f. Maintenance II: range 11 to range 13
- g. Custodian: range 6 to range 8
- h. Facilities Assistant: range 10 to range 12

In the **2022-2023** school year, all classified employees will receive a Cost-of-Living Adjustment (COLA) wage increase of 4.25% (four and one-quarter percent); equal to that of the certified employees.

In the **2022-2023** school year, classified employees shall receive the same retention bonus or stipend awarded to the certified employees. This excludes any bonus or stipend awarded to an individual for additional work.

For **2022-2023**, The District shall contribute a monthly amount for health, dental, vision and disability insurance equivalent to the allocation provided to the certified staff.

23.2 In the **2020-21** school year, eligible employees shall receive step movement on July 1, 2020. In the **2021-22** school year, eligible employees shall receive step movement on July 1, 2021. In **2022-2023**, employees who have not reached the top step of the salary schedule shall receive step movement on July 1st.

23.3 Positions that are required to be bilingual in a traditionally, non-bilingual position receive an additional 4% stipend. (For example, Secretary II - Bilingual, EA IV - ELL or Technical Support Assistant - Bilingual).

Traditionally bilingual positions are already ranked at a higher rate and therefore will not receive the additional 4%. (For example, Bilingual Communications Support Assistant, Migrant Preschool Educational Assistant, Migrant Preschool Coordinator, Spanish Language Translator).

23.4 Employees who have achieved twelve (12) continuous years of service in the district shall receive an additional \$.30 per hour. Employees who have achieved sixteen (16) continuous years of service in the district shall receive an additional \$0.30 per hour for a total of an additional \$0.60 per hour above an employee's base wage. Additionally, employees who have achieved twenty (20) continuous years of service in the district shall receive an additional \$0.30 per hour for a total of an additional \$0.90 per hour above an employee's base wage.

In order to be eligible for years of service compensation, the employee must have completed twelve (12), sixteen (16), or twenty (20) continuous years of service in the district.

The computation of years of service shall be on a fiscal year basis. If an employee was hired between the dates of July 1 and December 31, then that employee shall be deemed to have begun the years of

service as of that July 1. If the employee has a hire date between January 1 and June 30, then the following July 1 shall constitute the date for computation of years of service.

23.5 Rates for present positions shall not be changed during the term of the contract except as provided in this Agreement or by mutual consent of the parties. The Union will be notified in writing of any new position and the suggested rate of pay.

23.6 Public Employees Retirement System

The District shall "pickup," assume, and pay the six (6) percent employee contribution, as required by PERS (Ch. 238)/OPSRP (Ch. 238a), to the Public Employees Retirement Fund for the employee employees participating in the Public Employees Retirement System.

The full amount of required employee contributions paid shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing an employee employee's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.

23.7 Newly hired employees shall be placed at the Base Rate when hired for positions except for the provisions stated in 23.8 — 23.10. Step movement shall occur for employees on July 1 for all employees who were employed on or before January 1 of that year.

23.8 Recognition of District and/or Outside Experience

The District shall place new employees on the salary schedule in accordance with the matrix in appendix A.

23.9 Salary placement for employees who change positions.

An employee who moves to another position shall not suffer any salary reduction provided that the new position has greater responsibility as indicated by the base rate. The employee shall be placed in the lowest step for the new position which shall result in a salary increase. When such changes have occurred on or before January 1, the employee shall be entitled to a step increase on July 1.

When an employee moves to another position having a lesser responsibility as indicated by the base rate, placement shall be at the base rate.

23.10 If an employee works in two different classifications at different ranges, movement through the steps shall be determined independently for each job.

23.11 Classified staff shall be paid on the 20th of each month, or the last working day prior to the 20th if it falls on a weekend or non-work day.

23.12 If an employee is reclassified to a higher range on the salary schedule, the new placement on the salary schedule shall be at the lowest step on the new range that results in a salary increase.

23.13 Additional or Short Duration Duties

Definition

Additional or short duration duties are defined as regular, daily assignments in addition to an employee's normally scheduled work hours. The duration and the assignment of such duties is at the discretion of the district.

Posting

Additional or Short Duration Duties of Less Than One Hour

Additional duties consisting of a daily duration of fifteen (15) minutes or less may be assigned to an employee by the Supervisor provided the employee is willing to assume the additional time. Duty assignments that are greater than fifteen (15) minutes shall be posted by the Supervisor within the building for five working days. All eligible employees of that building may apply. If the position is not filled, the duties may be assigned to a current employee provided the employee is willing to accept the additional time and provided the employee's combined FTE does not exceed 1.0.

Additional or Short Duration Duties in Excess of One Hour

The Human Resources Specialist shall post all additional or short duration duties in excess of one hour.

Compensation

Employees Assigned Hours Prior to July 01, 2011

Employees that performed additional duties beyond their primary assignment prior to July 01, 2011 shall be compensated at the employee's regular rate of pay for the additional or short duration duties. Such employees shall be grandfathered under this provision until such time as: (1) the employee retires from the district; (2) the employee is removed from the additional or short duration duty by the supervisor; or, (3) the employee voluntarily relinquishes the additional or short duration duties or resigns from the district.

Employees Assigned Hours After July 1, 2011

Employees assigned or hired into short duration duties after July 1, 2011, shall be paid at the duty rate outlined in the Collective Bargaining Agreement beginning 2012-13.

Employees Working Out of Class in a Short Term or Temporary Position

An employee who is required to fill a higher paying position on a short term or temporary basis shall receive the pay rate for that position at the time that full responsibilities are assumed as verified by the immediate supervisor. In no case shall the employee be paid at the lower rate for a time greater than three (3) consecutive working days, with the increase in pay to be retroactive to the first day.

23.14 Government Funding Changes

The District agrees to meet with the Union regarding wage increases if extra funding becomes available from the Federal or State Government.

**ARTICLE 24
COMPLAINT PROCEDURE**

24.0 COMPLAINT PROCEDURE

24.1 Complaint Review

If an administrator receives a complaint regarding an employee and the administrator knows the complaint to be factually inaccurate or concerns general school rules or District procedures that are not the responsibility of the employee, the administrator shall document the complaint and notify the employee regarding the nature of the complaint and the process whereby the administrator intends to resolve the matter.

Other complaints shall be documented and discussed with the employee and shall follow the process outlined below. The employee shall be afforded the right to representation at each step of the process.

24.2 Complaint Process

Initial Conference

A conference with the employee shall be held within five (5) working days after the complaint is received by the administrator. The five (5) day limitation may be extended by mutual agreement of the District and the Union.

During the initial conference the employee shall be presented with documentation of the complaint and when possible, the name of the complainant and other available information including the nature of the complaint and the remedy requested, if any.

When appropriate, the employee may meet with the complainant to try to resolve the issue with or without a third party mediator to facilitate the meeting.

Complaint Investigation

If the administrator intends to investigate a complaint, the administrator shall conduct an investigation following the initial conference. During the investigation the employee shall be provided the opportunity to respond to the complaint.

Summary Conference

At the conclusion of the investigation, the supervisor shall meet with the employee to share the results of the investigation and the disposition of the complaint.

24.3 Disposition

If the disposition of the complaint results in the complaint being placed in the employee's personnel file and the employee disagrees with the disposition, the employee may submit a written statement setting forth the reasons the employee disagrees with the disposition. This statement shall also be placed in the employee's personnel file.

24.4 Appeal

If the employee is not satisfied with the resolution of the complaint, the employee may appeal to the Superintendent/designee within five (5) working days after receiving the administrator's disposition of the complaint.

24.5 Complaints Not Presented

Any such complaint which the Administration chooses not to discuss with the employee shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the district.

**NEWBERG SCHOOL DISTRICT 29J
CLASSIFIED GROUPS AND PAY RANGES**

Revised: 9/30/2020

	<u>Classified Group/Position</u>	<u>Range</u>	<u>Explanation</u>
CLERICAL	Assessment Support Assistant	7	
	HS Receptionist	8	<u>SECRETARY II</u>
	ELL/Migrant Program Data Specialist	9	Elementary Secty II*
	HS Bookkeeper	9	MS Counseling Secretary*
	Secretary II (see explanation)	10	MS Secty II - Bookkeeper*
	Facilities Assistant	10	MS Secretary - Registrar*
	District Communications Assistant	11	MS Secty II - Attendance*
	HS Registrar	11	HS Secty II - Administrative*
	Accounts Payable Clerk	11	HS Secty II - Athletic*
	Payroll Assistant	11	HS Secty II - Attendance*
	Teaching and Learning Secretary	11	HS Secty II - Counseling*
	Nutrition Services Secretary	11	HS Secty II - Data Specialist*
	Human Resources Assistant	11	HS Secty II - Discipline*
	Secretary III - High School	12	HS Secty II - Dropout Prevention*
	Catalyst Secretary	12	HS Secty II - Learning Center*
	Capital Projects Secretary	14	Secty II - COLA*
	Assessment and Data Services Asst	16	Secty II - Wellness Center*
Catalyst Success Coordinator	16		
CUSTODIAL	Courier/Warehouse Assistant	13	
	Custodian*	6	
	Lead Custodian - Elem and MS*	12	
	Lead Custodian - HS*	15	
MAINTENANCE	Groundskeeper I*	7	
	Groundskeeper II*	9	
	Groundskeeper III* - Mechanic	11	
	Groundskeeper IV - Lead*	12	
	Maintenance I*	8	
	Maintenance II*	11	
	Maintenance III* - Electrician	18	
	Maintenance IV - HVAC Technician*	21	
NUTRITION SERVICES	Food Service Worker	3	
	Cook	4	
	Elementary Kitchen Manager	7	
	Middle School Kitchen Manager	8	
	High School Kitchen Manager	9	

	<u>Classified Group/Position</u>	<u>Range</u>	<u>Explanation</u>
EDUCATIONAL ASSISTANTS	Educational Assistant I	6	Lunch/Playground Duty*
	Educational Assistant II	4	Entry Level ELL
	Educational Assistant IV	7	
	Educational Assistant IV SPED**	7**	Alt Ed*, AI*, ELL, Academic Support-MS
	Elementary School Librarian	8	*Requires valid Medic First Aid
	Middle School Librarian	8	**Special Ed EAs addtnl 4% differential
	Library/Media Assistant - HS	8	***Employees required to be bilingual
	Migrant Preschool Ed Assistant	8	additional 4% differential
	Migrant Summer School Ed Asst	8	
	Migrant Summer Recruiter/Ed Asst	8	
	ELL/Migrant Program Parent Liaison	10	
	Bilingual Acad Comm Support Asst	10	
	Migrant Program Educational Asst	10	
	Migrant Preschool Coordinator	11	
	Speech/Language Pathology Asst	16	
	Student and Family Advocate	16	
MISCELLANEOUS	School Crossing Guard	6	
	Short-Duration Duty	6	Bus Duty, AM/PM Supervision,etc
	Green House Assistant	8	
	HS Campus Supervision Assistant	9	
	Spanish Language Translator	12	
	Athletic Trainer	13	
	Technology Support Specialist	20	
	Network Manager	23	

2020-21 CLASSIFIED WAGE SCHEDULE
Based on 3.5% salary schedule increase from 2019-20

	A	B	C	D	E	F	G	H	I	J
1	11.73	12.14	12.56	13.01	13.47	13.93	14.42	14.92	15.44	15.99
2	12.20	12.63	13.07	13.53	14.00	14.49	15.00	15.53	16.06	16.62
3	12.69	13.13	13.59	14.07	14.56	15.07	15.60	16.15	16.70	17.29
4	13.20	13.66	14.14	14.63	15.14	15.67	16.22	16.79	17.38	17.99
5	13.72	14.20	14.70	15.21	15.75	16.30	16.87	17.46	18.07	18.70
6	14.27	14.77	15.29	15.83	16.37	16.95	17.54	18.15	18.80	19.45
7	14.84	15.36	15.90	16.46	17.04	17.63	18.25	18.89	19.54	20.23
SPED7	15.43	15.98	16.54	17.12	17.72	18.33	18.97	19.64	20.33	21.04
8	15.43	15.98	16.54	17.12	17.72	18.33	18.97	19.64	20.33	21.04
9	16.05	16.61	17.20	17.80	18.42	19.06	19.74	20.42	21.15	21.88
10	16.69	17.28	17.88	18.52	19.16	19.83	20.52	21.24	21.98	22.76
11	17.37	17.97	18.60	19.25	19.92	20.63	21.34	22.10	22.86	23.67
12	18.06	18.69	19.34	20.03	20.72	21.45	22.20	22.98	23.78	24.61
13	18.79	19.44	20.12	20.82	21.55	22.30	23.09	23.90	24.73	25.60
14	19.53	20.21	20.93	21.65	22.42	23.19	24.01	24.85	25.72	26.62
15	20.32	21.02	21.76	22.52	23.31	24.13	24.97	25.84	26.74	27.69
16	21.12	21.87	22.64	23.42	24.24	25.09	25.97	26.88	27.82	28.79
17	21.97	22.74	23.54	24.36	25.21	26.09	27.01	27.96	28.93	29.94
18	22.85	23.65	24.48	25.34	26.22	27.14	28.09	29.07	30.09	31.14
19	23.76	24.59	25.46	26.35	27.27	28.22	29.21	30.23	31.29	32.39
20	24.72	25.57	26.48	27.41	28.36	29.35	30.38	31.44	32.54	33.68
21	25.70	26.60	27.53	28.49	29.50	30.53	31.60	32.71	33.84	35.03
22	26.72	27.67	28.63	29.63	30.68	31.75	32.86	34.01	35.20	36.43
23	27.79	28.77	29.78	30.82	31.91	33.03	34.18	35.37	36.61	37.89

Employees who have achieved 12 continuous years of service earn an additional \$0.30 per hour.
 Employees who have achieved 16 continuous years of service earn an additional \$0.60 per hour.
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Positions that are required to be bilingual in a traditionally non-bilingual position receive an additional 4%.
 (For example, Secretary II - Bilingual, EA IV - ELL or Technical Support Assistant - Bilingual)

Traditionally bilingual positions are already ranked at a higher rate and therefore will not receive the additional 4%. (For example, Bilingual Communications Support Assistant, Migrant Preschool Educational Assistant, Migrant Preschool Coordinator, Spanish Language Translator)

2021-22 CLASSIFIED WAGE SCHEDULE
Based on 3.5% salary schedule increase from 2020-21

	A	B	C	D	E	F	G	H	I	J
1	12.14	12.56	13.00	13.47	13.94	14.42	14.92	15.44	15.98	16.55
2	12.63	13.07	13.53	14.00	14.49	15.00	15.53	16.07	16.62	17.20
3	13.13	13.59	14.07	14.56	15.07	15.60	16.15	16.72	17.28	17.90
4	13.66	14.14	14.63	15.14	15.67	16.22	16.79	17.38	17.99	18.62
5	14.20	14.70	15.21	15.74	16.30	16.87	17.46	18.07	18.70	19.35
6	14.77	15.29	15.83	16.38	16.94	17.54	18.15	18.79	19.46	20.13
7	15.36	15.90	16.46	17.04	17.64	18.25	18.89	19.55	20.22	20.94
SPED7	15.97	16.54	17.12	17.72	18.34	18.97	19.63	20.33	21.04	21.78
8	15.97	16.54	17.12	17.72	18.34	18.97	19.63	20.33	21.04	21.78
9	16.61	17.19	17.80	18.42	19.06	19.73	20.43	21.13	21.89	22.65
10	17.27	17.88	18.51	19.17	19.83	20.52	21.24	21.98	22.75	23.56
11	17.98	18.60	19.25	19.92	20.62	21.35	22.09	22.87	23.66	24.50
12	18.69	19.34	20.02	20.73	21.45	22.20	22.98	23.78	24.61	25.47
13	19.45	20.12	20.82	21.55	22.30	23.08	23.90	24.74	25.60	26.50
14	20.21	20.92	21.66	22.41	23.20	24.00	24.85	25.72	26.62	27.55
15	21.03	21.76	22.52	23.31	24.13	24.97	25.84	26.74	27.68	28.66
16	21.86	22.64	23.43	24.24	25.09	25.97	26.88	27.82	28.79	29.80
17	22.74	23.54	24.36	25.21	26.09	27.00	27.96	28.94	29.94	30.99
18	23.65	24.48	25.34	26.23	27.14	28.09	29.07	30.09	31.14	32.23
19	24.59	25.45	26.35	27.27	28.22	29.21	30.23	31.29	32.39	33.52
20	25.59	26.46	27.41	28.37	29.35	30.38	31.44	32.54	33.68	34.86
21	26.60	27.53	28.49	29.49	30.53	31.60	32.71	33.85	35.02	36.26
22	27.66	28.64	29.63	30.67	31.75	32.86	34.01	35.20	36.43	37.71
23	28.76	29.78	30.82	31.90	33.03	34.19	35.38	36.61	37.89	39.22

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2022-23 CLASSIFIED WAGE SCHEDULE
Based on 4.25% salary schedule increase from 2021-22

	A	B	C	D	E	F	G	H	I	J
1	12.66	13.09	13.55	14.04	14.53	15.03	15.55	16.10	16.66	17.25
2	13.17	13.63	14.11	14.60	15.11	15.64	16.19	16.75	17.33	17.93
3	13.69	14.17	14.67	15.18	15.71	16.26	16.84	17.43	18.01	18.66
4	14.24	14.74	15.25	15.78	16.34	16.91	17.50	18.12	18.75	19.41
5	14.80	15.32	15.86	16.41	16.99	17.59	18.20	18.84	19.49	20.17
6	15.40	15.94	16.50	17.08	17.66	18.29	18.92	19.59	20.29	20.99
7	16.01	16.58	17.16	17.76	18.39	19.03	19.69	20.38	21.08	21.83
SPED7	16.65	17.24	17.85	18.47	19.12	19.78	20.46	21.19	21.93	22.71
8	16.65	17.24	17.85	18.47	19.12	19.78	20.46	21.19	21.93	22.71
9	17.32	17.92	18.56	19.20	19.87	20.57	21.30	22.03	22.82	23.61
10	18.00	18.64	19.30	19.98	20.67	21.39	22.14	22.91	23.72	24.56
11	18.74	19.39	20.07	20.77	21.50	22.26	23.03	23.84	24.67	25.54
12	19.48	20.16	20.87	21.61	22.36	23.14	23.96	24.79	25.66	26.55
13	20.28	20.98	21.70	22.47	23.25	24.06	24.92	25.79	26.69	27.63
14	21.07	21.81	22.58	23.36	24.19	25.02	25.91	26.81	27.75	28.72
15	21.92	22.68	23.48	24.30	25.16	26.03	26.94	27.88	28.86	29.88
16	22.79	23.60	24.43	25.27	26.16	27.07	28.02	29.00	30.01	31.07
17	23.71	24.54	25.40	26.28	27.20	28.15	29.15	30.17	31.21	32.31
18	24.66	25.52	26.42	27.34	28.29	29.28	30.31	31.37	32.46	33.60
19	25.64	26.53	27.47	28.43	29.42	30.45	31.51	32.62	33.77	34.94
20	26.68	27.58	28.57	29.58	30.60	31.67	32.78	33.92	35.11	36.34
21	27.73	28.70	29.70	30.74	31.83	32.94	34.10	35.29	36.51	37.80
22	28.84	29.86	30.89	31.97	33.10	34.26	35.46	36.70	37.98	39.31
23	29.98	31.05	32.13	33.26	34.43	35.64	36.88	38.17	39.50	40.89

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Qualifying Employees receive the following retention/recruitment bonuses:

- \$1500 if actively employed 60 days before the December 2022 paycheck
- \$1500 if actively employed 60 days before the June 2023 paycheck

Bonuses shall be prorated as follows:

- 100% for 0.75 - 1.0 FTE
- 50% for 0.5 - 0.74 FTE
- 21% for under 0.49 FTE

APPENDIX A

Initial Salary Placement Guidelines Matrix

- 1) Meet Minimum Qualifications (Education / Experience or combination of Education and Experience)
- 2) Associates Degree equals a year of experience.
- 3) Bachelor degree and beyond equals two years of experience on the pay schedule.
- 4) Internally, an employee must be hired prior to February 1st in the current school year to be eligible to receive a step on the pay schedule in the following school year.
- 5) Directly Related Paid Experience is one continuous year of related work experience (one completed contract year, or 12 continuous months of non-school related work) will equal one year on the pay schedule, up to the maximum allowed in section 8 below.
- 6) Substitute intermittent experience will be recognized as experience in relation to movement on steps on the pay schedule if the hours worked in one calendar year exceed 1100 hours.
- 7) New employees, regardless of education and experience, will not be placed higher than Step H (8) per the OSEA Collective Bargaining Agreement.
- 8) The start date of this MOU will be retroactive to July 1, 2022. It is agreed that no retroactive pay will be calculated prior to July 1, 2022 and the district will not be responsible for pay equity issues that were not addressed prior to this agreement. This agreement allows the district and the OSEA to move forward with new employee salary schedule placement based on experience and not past practice, as previously set by the OSEA 2020-2023 collective bargaining agreement.



Newberg School District 29J

Board Meeting Date: November 29, 2022

ITEM: 2022-2023 Academic Calendar Changes

PRESENTER: Director Brian Shannon

ACTION

Accept changes to the 2022-2023 academic calendar as outlined:

Monday, December 19th, 2022- remove from calendar as a student school day and staff work day.

Tuesday, January 3rd, 2023- remove from calendar as a student school day. Change to a staff & teacher Prep/Building PD/District PD for all staff.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the REVISED ACADEMIC CALENDAR as presented.

July						
S	M	T	W	Th	F	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	Th	F	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	P	D	D/P			

September						
S	M	T	W	Th	F	Sat
				D	P	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	Th	F	Sat
						1
2	3	4	5	6	7	8
9	10	11	P/C	C	SI	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	Th	F	Sat
		1	2	3	4	5
6	7	8	9	10	H	12
13	14	15	16	17	18	19
20	21	22	23	H	N	26
27	28	29	30			

December						
S	M	T	W	Th	F	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	N	N	N	N	N	24
25	N	N	N	N	N	31



Newberg School District Academic Calendar 2022-23

REVISED 11.29.22

- N Non Contract Day for Teachers
(No School for Students)
- H Holiday
- SI Statewide Teacher Inservice
- L Last Day of School for All Students
- P Grading and Prep Days (No School for Students)
- D Professional Learning Days (No School for Students)
- C Conferences (No School for Students)

Calendar Information

First Day of School: September 6 (K-5, 6th, 9th grades, Catalyst)

September 7 (7th/8th, 10th-12th grades)

Last Day of School: June 15

Semester 1 Ends—February 3
Semster 2 Ends—June 15

- October 14 Statewide Inservice
- October 12 – 13 Conferences
- November 11 Veterans Day Obsv.
- November 24 – 25 Thanksgiving Holiday
- December 19 – Jan 2 Winter Break
- January 16 MLK Jr Day
- January 3 Staff PD/Prep
- February 3 Staff PD/Prep
- February 20 President's Day
- March 16 – 17 Conferences
- March 27 – 31 Spring Break
- May 29 Memorial Day
- June 15 Last Day of School

- Potential snow make up days
- First/Last day of school
- Staff Development/Prep day



January						
S	M	T	W	Th	F	Sat
1	N	D/P	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	Th	F	Sat
			1	2	P	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	N	21	22	23	24	25
26	27	28				

March						
S	M	T	W	Th	F	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	P/C	C	18
19	20	21	22	23	24	25
26	N	N	N	N	N	

April						
S	M	T	W	Th	F	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	Th	F	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	H	30	31			

June						
S	M	T	W	Th	F	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	L/P	P	17
18	N	20	21	22	23	24
25	26	27	28	29	30	



CMS Proposal For Newberg School District 29J



Created by:

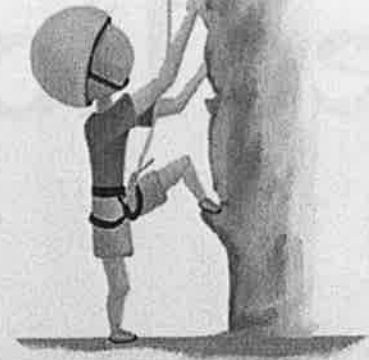
Chris Conforti
Edlio, LLC.

Prepared for:

Stephen Phillips
Newberg School District 29J

Climb higher with edlio.

TECHNOLOGY FOR ACCELERATING TRUST IN SCHOOLS



Every digital interaction counts

Over 16,000 schools and districts count on us to easily and effectively run their online presence, message parents, accept online payments, and realize better family engagement in your community.

"Edlio really knows schools! They're essential to our goal of offering educators and schools the best tools on the web at an attractive cost."

JIM EWALT
Kern High School District



EASY

Your existing staff can manage Edlio products without tech know-how using intuitive interfaces, integrations with tools you (and parents) rely on, and on the go edit access.



FAST

Your district schedule doesn't budge, so neither will ours. We have spent the last decade honing our implementation processes to be the fastest in the industry.



HELPFUL

We strive to be long term partners in your school's or district's success. Our support team has deep experience serving educators around the world.

Our Products

Website CMS

Beautiful, accessible websites with built-in newsletter features and contact management for text and email alerts to families. Easily maintained and updated by your non-tech school staff.

Direct Messaging

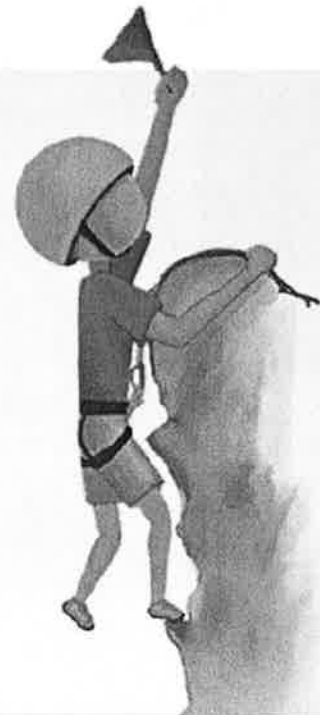
Broadcasts is a one-way, unified communication tool built into the Edlio website CMS. Send voice, text, and email alerts in one consolidated broadcast. Features built-in translation (select up to three languages per broadcast!), scheduling, and reporting.

Online Payments

Accept online payments and recurring donations to simplify life for busy parents, help increase revenue, and improve back end processes and transparency for schools. Integrates with your existing accounting software and is fully PCI compliant.

Let's build trust together

We focus exclusively on K-12 communities, so we understand the unique needs and challenges faced by today's school and district administrators. Every product, process, and service is geared towards making running a school easier, so that you can make the impact you need on your community.



Why edlio?

Edlio has been the foundation for building trust in K-12 communities for 20 years. We make it easy for schools and districts to consolidate website management, communication tools, and online payments into one service. Edlio CMS makes managing a beautiful online presence easy. Edlio Broadcast connects school to home with auto-translated voice, text, and email messaging.



We service
16,000+
Schools



Helping schools
for over
20 yrs.



5 billion
Hits per month
to Edlio websites.

"Somebody was in here the other day and had a question. I said, 'let me ask Misty!' I think that's big--that I can put a name to that person. It's not like 'let me contact Edlio' it's 'let me go talk to Misty and she'll give me the answers.'"



ERIC PUSTEJOVSKY
Superintendent
Abbott ISD, TX

"Our district has been working with Edlio for over 8 years now and they have not let us down..We appreciate that Edlio has the ability to create, design, and optimize. The design offerings have always been timely, and we are beyond pleased with Edlio's impeccable service. Updates and changes are easily made through their interface. Efficient and effective - highly recommend."



ROLLAND KORNBLAU
Director of Information Technology
El Rancho USD, CA

"Switching to the Edlio website platform has worked well for our district. Pages are easy to create as are navigational drop-down menus. We appreciate the customer service we've received as well as the many resources available for our district staff. We have been happy with our websites since switching to Edlio two years ago."



SONJA DOSTI
*Communications &
Public Relations Officer*
Central Unified School
District, CA

"Edlio makes it extremely easy to have a great looking web-presence and provides a centralized platform to communicate with our students, parents, and community."



KEVIN GHOST
Director of Technology
Connellsville Area
School District, PA





edlio BROADCAST

Share across communication channels in multiple languages from a single easy to use tool.

Communication isn't about technology, it's about people.

Edlio Broadcast makes it simple to send messages across multiple platforms, so you can focus on reaching the hearts and minds of your audience. Building trust requires clear consistent communication—with Edlio Broadcast, this is easier than ever.



Send Instantly

Whether there's an urgent alert to get out or you're juggling multiple tasks, sending a message needs to be easy. Messages are created in just three steps:

1

SELECT YOUR CHANNEL(S).

Choose email, text, voice, or all three

- EMAIL
- TEXT
- VOICE

2

COMPOSE YOUR MESSAGE.

Automatically translate into multiple languages.

Parents, we have updated the schedule for next week. You can find it on our website.

ADD TRANSLATION

- Arabic
- Chinese Cantonese
- Chinese Mandarin
- French
- German
- Japanese
- Korean
- Russian
- Spanish
- Tagalog
- Vietnamese

3

CHOOSE YOUR RECIPIENTS.

Lists are created using SIS data or uploaded manually.

Parents, we have posted the updated schedule for next week on our website.

Padres, hemos publicado el horario actualizado para la proxima semana en nuestro sitio web.

Integration with Edlio's CMS

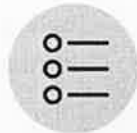
Edlio's CMS has been the foundation for building trust in K-12 communities for 20 years, powering websites for more than 16,000 schools and districts nationwide. By adding Edlio Broadcast, you get your website and direct communication in one unified platform.



Turn your website's News items into messages with one click



Access your teacher and class page subscriber lists



Build contact lists with the Form Homepage Widget

"It has been great. The most helpful feature is the text messages. We use it to get Zoom links for meetings to our parents. Our participation has gone up since we started to text the link to the meeting a few minutes beforehand."



NATHAN LARSEN

Assistant Principal
Fannie Lou Hamer
Freedom High School

"The Edlio Broadcast system has been such a great help especially during these difficult times. It helps me notify the staff and families of building closures or any other information I need to share. Best decision we made this year!"



SASHA GARCIA

Website Coordinator
Edward Everett Hale
P.S. 106K District 32

Built-in Features

Edlio Broadcast has the features schools need to make staying connected easy.



THREE CHANNELS IN ONE

Send email, text, and voice messages all at once



SCHEDULING

Plan ahead and select a date and time to send



CONTACT LIST MANAGEMENT

Create and save lists to message, synced with SIS or uploaded manually



SIS INTEGRATION

Import your SIS data or opt for the API Integration add-on (Aeries, Illuminate, Skyward, and PowerSchool API supported)



AUTOMATED TRANSLATION

Select up to 3 languages for each channel.



VOICE MESSAGE OPTIONS

Record your voice message or use the text-to-speech option



REPORTS AND OPT OUT HANDLING

Check delivery status for each contact and allow recipients to opt out on each channel



ATTENDANCE ALERTS

Set up automated attendance notifications (available only with the Aeries, Illuminate, or PowerSchool API Integration add-on)

edlio access

Your school's app for information on the go



Your school's unique branding & logo goes here!



Features at a glance

Increase student and family engagement with a mobile-first communication strategy



A centralized hub to share your school spirit that's branded with your logo, colors, & more



Translate app content to over 40 different languages to reach your whole community



Includes unlimited push notifications to ensure your message is received



Push custom notifications right from your Edlio CMS

Why does my school need an app?



Represent your school's community with your unique branding



Consolidate messaging and oversight of school communication



Reach who you need where they are: on their mobile devices



Give families one central location to access important information



1. Your school's branded app goes live

Once your app is complete, it will go live in both The App Store and The Google Play Store.



2. Curate your app's content

Your community downloads the app to their mobile devices, and administrators use the Edlio CMS to publish news, events, quick links, and more.



3. Connect with your community

Educators can easily and quickly connect with students, families, and staff through the app.

About Edlio

Edlio is a technology company that unifies, simplifies, and streamlines school communication for their students, families, and community.

With over 20 years exclusively in the K-12 arena, Edlio created a digital platform to combine all of the systems schools are using into one place (website, mobile app, parent communication, online school payments, forms, emails, etc), and made it easy for all educators to use.

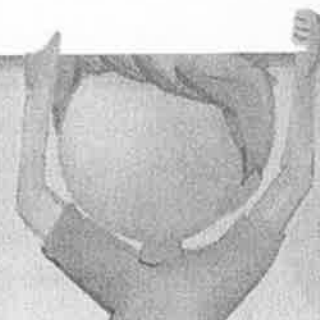
Ready to see more?

Get in touch to see how a branded app can transform your school community.

(877) 623-7200

app@edlio.com

www.edlio.com/access



edlio access+

Your school's app for information & engagement on the go

Virtual hall passes + student IDs in your app!

Two-way secure conversations!



Features at a glance

Increase student and family engagement with a mobile-first communication strategy



Engage in two-way conversations with faculty, students & parents—in their own language.



Translate app content to over 40 different languages to reach your whole community.



Send unlimited push notifications to ensure your message is received.



Make resources like forms, documents, and calendars available with one click.



Create a school safety hub that includes a Tip Line, Student Badge, Hall Pass, & Student ID.

Why does my school need an app?



Reach who you need where they are: on their mobile devices.



Give families one central location to access important information.



Send consistent messaging across all channels safely and securely.



1. Your school's branded app goes live

Once your app is complete, it will go live in both
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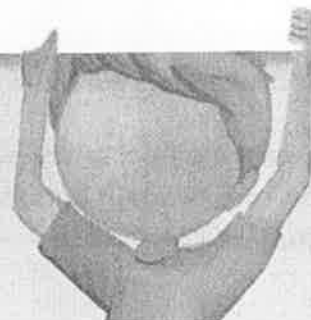
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Ready to see more?

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Access Features Compared

What does your school want from an app? Discover two solutions under one company and service promise. Your school's name, branding, and community in one app—in the app store.

Communication + Engagement Tools	edlio access	edlio access+
<p>LANGUAGE TRANSLATIONS App content translated to over 40 languages, chosen by the user.</p>	✓	✓
<p>PUSH NOTIFICATIONS Send unlimited notifications, pushed out to users' phones in their chosen language.</p>	✓	✓
<p>SCHOOL ALERTS Automated daily and weekly events and news happening at your school.</p>	✓	✓
<p>CUSTOM THEME Choose app layout and buttons to display. Highlight your school logo, colors, and images.</p>	✓	✓
<p>MULTI-SCHOOL ACCESS Select feeds to follow from multiple schools in your district. Great for families with children at more than one school.</p>	✓	✓
<p>CONVERSATIONS Engage families and students with two-way communication, translated to their selected language.</p>		✓
<p>COMMUNICATION TRANSPARENCY Admin permissions, oversight, and archived transparency.</p>		✓
<p>WELLNESS SCREENER Screen students before they come to school for symptoms and exposure.</p>		✓

SUPPLY LISTS

Digitize supply lists and enable shopping with one tap.



MAPS

Include parking information and building locations for events.



MY ASSIGNMENTS

Users keep track of assignments and class notes —a favorite for students.



Connected to your Edlio CMS

NEWSFEED

Sync news from your Edlio website to the app.



STAFF DIRECTORY

Make it easy for parents to find teachers and staff right from the app.



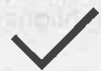
CALENDARS

Admins decide which school calendars are visible. Users can download a calendar from the app to their phone calendar.



QUICKLINKS

Link important website pages for easy access such as school bookstore, club websites, and parent SIS portal.



DOCUMENTS

Share important documents with your families, centralized in one place.



SOCIAL MEDIA

Link your social media feeds for easy access in the app!



FORMS

Create unlimited forms in your Edlio CMS and link from the app.



PICTURES

Showcase your events through an engaging photo gallery.



Safety & Security:

Edlio
access

Edlio
access+

STUDENT ID

Allow students to check in for school events with their phone. A digital ID with all your school information!



STUDENT BADGES

Display on the Student ID for medical needs, bus riders, student has an athletics pass, etc. Visible to teachers and admins.



HALL PASS

Issue digital Hall Passes for added security. (No more large bathroom key!)



TIP LINE

Report bullying, suspicious activity, and mental health concerns from the school app.



Behind the Scenes:

BRANDING

Search your school's name in the app store.



EDLIO CMS INTEGRATION

Send custom push notifications from your Edlio CMS dashboard. Your news, events, and other content syncs to the app.



APP AVAILABILITY

Available in Android, Apple, and HTML web version.



SECURED ACCESS

3 ways a parent gets into the app: SFTP email invite, manual import email invite, self registration approved by admin.



FEATURE TRAINING

Receive 3 additional trainings on communication tools and settings.



SIS INTEGRATION

Connect your SIS through SFTP connection. If your SIS allows a connection, we can connect!



ADMIN & TEACHER ACCESS

Admins manage all content from the app. Teachers can start parent and student conversations and issue hall passes.



SSO FOR USERS

Allow teachers and admins to use their Gmail or Clever accounts to sign in.



APP ANALYTICS

Track usage, installs, and opens daily, weekly or monthly.





The quote is based on the Gallery design. Alternatively you may be interested in our **Portrait Design.**

Each design option includes content migration, Forms w/ payments powered by OSP by Edlio, Generic SIS importer, remote training, and unlimited support AND each allows for branding with your logo, colors, font, and main menu.

Gallery

Single use templates – library updated regularly. Once selected it is removed from the library. This allows clients to obtain a unique design without the hassle of a long revision process

Dedicated Project Manager acts as the primary point of contact throughout the design and development phase.

6-8 weeks implementation timeline

1 round of revisions

Client Success -Dedicated Client Success representative is assigned for the duration of the contract. This individual will act as your primary point of contact for anything you need post-implementation.

Portrait

Highly personalized design from scratch based on your brand, traditions, and spirit.

Dedicated Project Manager acts as the primary point of contact throughout the design and development phase.

8-12 weeks implementation timeline

3 rounds of revisions

Client Success - Dedicated Client Success representative is assigned for the duration of the contract. This individual will act as your primary point of contact for anything you need post-implementation.

We also offer a fully integrated notification system called [Edlio Broadcast](#) which allows you to easily send Text, Email, and Phone messages to your school community.

As well as a fully integrated Forms module. And forms can include a payment where appropriate. Here are a few common examples: (Included with CMS)

[Sample Daily Health Check](#)

[Enrollment Form](#)

[Donation Form](#)

Proposal

Quote Date: Nov 22, 2022

Expiration Date: Nov. 30, 2022

Prepared For:

Prepared By:

Billing POC Stephen Phillips
Account Name Newberg School District 29J
714 E 6th St
Billing Address Newberg, OR 97132

Prepared By Chris Conforti
Email christopherconforti@edlio.com

CMS Only	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: Single Site (Annual Fee) District Site with School Pages	\$9,360.00	\$0.00	\$9,360.00
Edlio School News App (Annual Fee)	\$1,200.00	-\$1,200.00	\$0.00
			\$9,360.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$3,000.00	-\$3,000.00	\$0.00
			\$0.00

Grand Total \$9,360.00

Bundled (CMS / Broadcast)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: Single Site (Annual Fee) District Site with School Pages	\$9,360.00	-\$1,872.00	\$7,488.00
Broadcast Metered 500k Email, Phone, and Text Notifications	\$7,000.00	-\$1,400.00	\$5,600.00
Edlio School News App (Annual Fee)	\$1,200.00	-\$1,200.00	\$0.00

SIS Integration (Annual Fee) SFTP Importer	\$0.00	\$0.00	\$0.00
			\$13,088.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$3,000.00	-\$3,000.00	\$0.00
			\$0.00

Grand Total \$13,088.00

Bundled (CMS / Access+)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: Single Site (Annual Fee) District Site with School Pages	\$9,360.00	-\$1,872.00	\$7,488.00
Edlio Access+ Branded Mobile App	\$7,500.00	-\$1,500.00	\$6,000.00
			\$13,488.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$3,000.00	-\$3,000.00	\$0.00
Edlio Access+ Setup	\$1,500.00	\$0.00	\$1,500.00
			\$1,500.00

Grand Total \$14,988.00

Trifecta (CMS / Broadcast / Access+)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: Single Site (Annual Fee) District Site with School Pages	\$9,360.00	-\$2,340.00	\$7,020.00
Broadcast Metered 500k Email, Phone, and Text Notifications	\$7,000.00	-\$1,750.00	\$5,250.00

Edlio Access+ Branded Mobile App	\$7,500.00	-\$1,875.00	\$5,625.00
SIS Integration (Annual Fee) SFTP Importer	\$0.00	\$0.00	\$0.00
			\$17,895.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$3,000.00	-\$3,000.00	\$0.00
Edlio Access+ Setup	\$1,500.00	\$0.00	\$1,500.00
			\$1,500.00

Grand Total \$19,395.00

No of Website: 1

Agreement

Contract Length in Years: 1

By signing below, I acknowledge that this is an annual subscription and my organization is liable for payment for the full contract length specified above. If my organization received a discount and cancels before the end of the contract, we are liable for the non-discounted amount for the remainder of the full contract length. This includes any discounted setup fees. If my organization opted for a prorated term, I understand that we are also liable for that prorated amount.

Unless otherwise provided, Edlio will invoice Customer on an annual basis, payable in advance. Payment for the invoice covering the first year of this agreement, including annual recurring fees and applicable one-time fees, is due and payable within thirty (30) days of date of invoice, unless stated otherwise. Annual invoices will be sent out up to 90 days before the anniversary date to allow sufficient time for your organization to submit payment no later than the 1st day of the annual subscription period.

I understand and agree to the terms laid out above and in the attached pdf.

Signature:

Name: Stephen Phillips
 Newberg School District 29J

Date:

Proposal

Quote Date: Nov 22, 2022

Expiration Date: Nov 30, 2022

Prepared For:

Prepared By:

Billing POC Stephen Phillips
Account Name Newberg School District 29J
 714 E 6th St
Billing Address Newberg, OR 97132

Prepared By Christopher Conforti
Email christopherconforti@edlio.com

CMS Only	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: District Wide Solution (Annual Fee) District Website and 9 School Websites	\$13,500.00	\$0.00	\$13,500.00
Edlio School News App (Annual Fee)	\$1,200.00	-\$1,200.00	\$0.00
			\$13,500.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$7,500.00	-\$7,500.00	\$0.00
			\$0.00

Grand Total \$13,500.00

Bundled (CMS / Broadcast)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: District Wide Solution (Annual Fee) District Website and 9 School Websites	\$13,500.00	-\$2,700.00	\$10,800.00
Broadcast Metered 500k Email, Phone, and Text Notifications	\$7,000.00	-\$1,400.00	\$5,600.00
Edlio School News App (Annual Fee)	\$1,200.00	-\$1,200.00	\$0.00

SIS Integration (Annual Fee) PowerSchool API Importer	\$1,350.00	\$0.00	\$1,350.00
			\$17,750.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$7,500.00	-\$7,500.00	\$0.00
			\$0.00

Grand Total \$17,750.00

Bundled (CMS / Access+)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: District Wide Solution (Annual Fee) District Website and 9 School Websites	\$13,500.00	-\$2,700.00	\$10,800.00
Edlio Access+ Branded Mobile App	\$10,625.00	-\$2,125.00	\$8,500.00
			\$19,300.00
One Time Fees			
Edlio Gallery (One-time Fee)	\$7,500.00	-\$7,500.00	\$0.00
Edlio Access+ Setup	\$1,500.00	\$0.00	\$1,500.00
			\$1,500.00

Grand Total \$20,800.00

Trifecta (CMS / Broadcast / Access+)	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: District Wide Solution (Annual Fee) District Website and 9 School Websites	\$13,500.00	-\$3,375.00	\$10,125.00
Broadcast Metered 500k Email, Phone, and Text Notifications	\$7,000.00	-\$1,750.00	\$5,250.00

Edlio Access+ Branded Mobile App	\$10,625.00	-\$2,656.25	\$7,968.75
SIS Integration (Annual Fee) PowerSchool API Importer	\$1,350.00	\$0.00	\$1,350.00
			\$24,693.75
One Time Fees			
Edlio Gallery (One-time Fee)	\$7,500.00	-\$7,500.00	\$0.00
Edlio Access+ Setup	\$1,500.00	\$0.00	\$1,500.00
			\$1,500.00

Grand Total \$26,193.75

No of Website: 10

Agreement

Contract Length in Years: 1

By signing below, I acknowledge that this is an annual subscription and my organization is liable for payment for the full contract length specified above. If my organization received a discount and cancels before the end of the contract, we are liable for the non-discounted amount for the remainder of the full contract length. This includes any discounted setup fees. If my organization opted for a prorated term, I understand that we are also liable for that prorated amount.

Unless otherwise provided, Edlio will invoice Customer on an annual basis, payable in advance. Payment for the invoice covering the first year of this agreement, including annual recurring fees and applicable one-time fees, is due and payable within thirty (30) days of date of invoice, unless stated otherwise. Annual invoices will be sent out up to 90 days before the anniversary date to allow sufficient time for your organization to submit payment no later than the 1st day of the annual subscription period.

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Signature:

Name: Stephen Phillips
Newberg School District 29J

Date:

