

**MEMORANDUM OF UNDERSTANDING BETWEEN  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
AND NORTHWEST OUTDOOR SCIENCE SCHOOL EMPLOYEES  
July 1, 2023 - June 30, 2024**

This agreement shall constitute the understanding between Northwest Regional Education Service District (NWRESD) and the Northwest Outdoor Science School (NOSS) staff regarding wage and benefit provisions for the 2023-2024 contract year. The NWRESD Board of Directors reserve the right to alter these provisions should the Board determine financial exigencies require such a change.

1. Northwest Outdoor Science School employees, with the exception of excluded positions noted below, shall be recognized as regular employees with continuous employment status.
2. The NOSS salary schedule and health insurance coverage for eligible employees, as outlined in this agreement, shall be effective July 1, 2023.
3. Positions excluded from this agreement include the Outdoor School Principal, Outdoor School Site Supervisors, the Outdoor School Coordinator, Registered Nurses, seasonal staff, and other staff as determined by the District.

**Northwest Outdoor Science School**

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

**2. Compensation:**

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

B. NOSS employees shall be placed on the appropriate step of the NOSS salary schedule, based on their years of experience as an Outdoor School employee or relevant work experience, and shall be eligible for step movement in the following contract year.

C. Overtime: The work at Outdoor School Camp sites during active seasons is exempt from overtime per BOLI rules; any work performed that is not exempt per BOLI rules shall be paid by extra duty pay.

D. NOSS employees recognized in this Agreement shall receive a 3% COLA increase for the 2023-2024 school year.

**3. Insurance Benefits:**

For the 2023-2024 insurance plan year (October 1, 2023 through September 30, 2024), the ESD shall contribute up to \$1448 per month to be applied to the cost of Medical, Dental, and Vision premiums for Emp Only, Emp+Sp, Emp+Kids, Emp+Family. The employee is responsible to pay the difference.

- A. In addition to the \$1448 monthly cap, NWRESD also pays monthly premiums for employee only \$10,000 Group Life and Accidental Death & Dismemberment (AD&D) Insurance and Long Term Disability Insurance which equals 60 percent of the insured monthly earnings with no greater than a sixty calendar day elimination period.
- B. Benefits become effective based on the date of the first day of work as outlined below:
  - 1. If the first day of work falls on the 15th of the month or before, employer paid benefits become effective on the first day of the next month.
  - 2. If the first day of work falls on the 16th of the month or later, employer paid benefits become effective on the first day of the month following the next.
- C. Benefit-eligible NOSS employees who complete working the current contract year will maintain continuous employer paid benefits until September 30th of the same school year.
- D. If separation of employment takes place before the end of the contract year, then the date when employer paid benefits end will be based on the last actual day worked as outlined below:
  - 1. If the last day of work falls on the 15th of the month or before, employer paid benefits will end on the last day of the same month.
  - 2. If the last day of work falls on the 16th of the month or later, then employer paid benefits will end on the last day of the next month.
- E. Upon termination of employer paid benefit, COBRA coverage information will be provided by BenefitHelp Solutions.
- F. NWRESD does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies).

#### 4. Paid Leave:

- A. **Sick Leave:** Full-time employees: In accordance with ORS 332.507, employees shall accrue sick leave one (1) day for each month worked. Sick leave time will be credited to each employee at the beginning of the employee's work year for the ESD.
  - a. Part-time employees: Part-time employees accrue sick leave on a pro rata basis, according to the percentage of a full-time schedule that the part-time employee is scheduled to work. The sick leave paid for a day of illness for a part-time employee will be based on the number of hours the employee was scheduled to work that day.
  - b. Utilization: Sick leave shall be available for the employee's own illness or injury or any other purpose for which sick leave is available under Oregon sick leave law. Under Oregon law, an employee may use up to 40 hours of their own accrued sick leave in a fiscal/contract year (July 1 to June 30) to care for an ill family member without applying for or determining eligibility under the Oregon

Family Leave Act ("OFLA") or the Family Medical Leave Act ("FMLA"). Sick leave usage for family illness beyond 40 hours may be available pursuant to FMLA/OFLA. The definition of a family member under SB 454 "Sick Time", is the same as OFLA (employee's spouse; same-gender domestic partner; biological, adoptive, step or foster child; child of a same-gender domestic partner; custodial or non-custodial parent; step parent; parent-in-law; parent of same-gender domestic partner; grandparent or grandchild; a person with whom the employee is or was in a relationship of in loco parentis).

- c. If an employee terminates employment with the ESD during the employee's work year and has utilized more sick leave than accrued, the value of sick leave used in excess of entitlement shall be deducted from the employee's final paycheck.
- d. Employees may request to have their sick leave balance from another Oregon school district transferred to the employee's sick leave balance with the ESD.

**B. Bereavement Leave:**

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

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

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

**5. PERS:** Employees are automatically enrolled in PERS once employees have completed 600 hours of service. Once enrolled, the employee shall contribute 6% of their monthly earnings to PERS (deducted on a pre-tax basis) through a payroll deduction.

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

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

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


present overnight, which will be paid weekly.

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

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

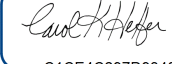
**11. Seniority:** For the purposes of this agreement, "seniority" shall be defined as an employee's length of service as a regular employee with continuous employment with the District or any of its predecessors inclusive of approved leaves of absence.

**FOR THE DISTRICT**

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5/8/2023

Dan Goldman  
Superintendent

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5/9/2023

Carol Helfer  
Assistant Director of Human Resources