

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



Collective Bargaining Agreement

July 1, 2022 - June 30, 2024

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Preamble: A Compact for Collaboration

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

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

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

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 co-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

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

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

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 (20) 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:
191 days for the 2022-2023 school year
190 days for the 2023-2024 school year

1. 173.5 student days for the 2022-2023 school year, 172.5 student days for the 2023-2024 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. 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 non contract day.
The October "Statewide Professional Day" is a non contract 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

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

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.
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

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

- 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

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

ARTICLE 11 - NONDISCRIMINATION

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 non-membership in the Association, domicile or other protected classifications as defined by State or Federal law.

ARTICLE 12 - ASSIGNMENTS, REASSIGNMENTS & TRANSFERS

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.

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

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

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- 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

- 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

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.
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

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 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

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.)

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.

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

- 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 non duty 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.
- 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

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.
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

A. Salary Schedule

1. The salary schedule(s) and index for members are attached to this Agreement as Appendix A and B 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 shall 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 paycheckBonuses 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. 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. 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 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

- 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 post-season 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 post-season 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

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

A. District Insurance Contribution

1. The District shall contribute \$1550 in 2022-2023 and \$1600 in 2023-2024 toward the monthly insurance premium for each eligible member to be applied to any of the health, dental and/or vision plans selected by OEBB 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 OEBB 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 OEBB 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 OEBB. If OEBB 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 OEBB 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 OEBB 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. The 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 non-reimbursable 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

- 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

- 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

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

- 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 twenty-seven (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

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.

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

A. Duration

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

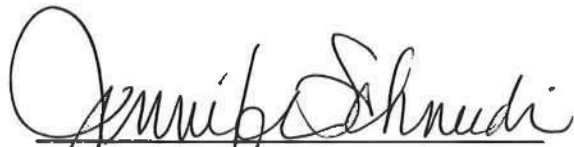
The terms of this Tentative Agreement reached between the parties on November 7, 2022 are subject to approval by the parties' respective principals.

Newberg School District 29J


Board Chair

2-14-2023
Date

Newberg Education Association


Association President

2-9-23
Date

APPENDIX A

NEWBERG SCHOOL DISTRICT 29J

July 1, 2022 – June 30, 2023 Licensed Salary Schedule

**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 | 46,636 | 47,779 | 48,916 | 50,051 | 51,191 | 52,328 |
| 2 | 47,181 | 48,363 | 49,549 | 50,721 | 51,902 | 53,083 | 54,261 |
| 3 | 48,927 | 50,153 | 51,381 | 52,601 | 53,826 | 55,046 | 56,268 |
| 4 | 50,745 | 52,011 | 53,276 | 54,547 | 55,813 | 57,084 | 58,353 |
| 5 | 52,617 | 53,930 | 55,251 | 56,568 | 57,883 | 59,196 | 60,511 |
| 6 | 54,561 | 55,928 | 57,292 | 58,658 | 60,022 | 61,382 | 62,747 |
| 7 | 56,587 | 57,999 | 59,412 | 60,832 | 62,242 | 63,657 | 65,069 |
| 8 | 58,674 | 60,138 | 61,608 | 63,075 | 64,546 | 66,013 | 67,476 |
| 9 | 60,848 | 62,365 | 63,893 | 65,412 | 66,932 | 68,448 | 69,968 |
| 10 | 63,104 | 64,676 | 66,252 | 67,833 | 69,411 | 70,988 | 72,562 |
| 11 | 65,438 | 67,071 | 68,706 | 70,346 | 71,980 | 73,610 | 75,245 |
| 12 | 67,855 | 69,549 | 71,248 | 72,947 | 74,643 | 76,331 | 78,029 |
| 13 | 70,366 | 72,125 | 73,885 | 75,648 | 77,402 | 79,156 | 80,916 |
| 14 | | 74,794 | 76,619 | 78,445 | 80,262 | 82,086 | 83,908 |
| 15 | | | | 81,347 | 83,235 | 85,121 | 87,013 |
| 16 | | | | | 86,315 | 88,270 | 90,232 |
| 17 | | | | | | | 93,570 |

Retention/Recruitment Bonus Schedule:

December 2022 paycheck: \$1500/current employee

June 2023 paycheck: \$1500/current employee

APPENDIX B

NEWBERG SCHOOL DISTRICT 29J

July 1, 2023 – June 30, 2024 Licensed Salary Schedule

2.5% Increase 6% PERS Pickup
190 days

| Step | BA | BA+24 | BA+45 | BA+60 | BA+75 MA | BA+100 MA+24 | BA+120 MA+45 |
|------|--------|--------|--------|--------|-------------|-----------------|-----------------|
| 1 | 46,642 | 47,802 | 48,973 | 50,139 | 51,302 | 52,471 | 53,636 |
| 2 | 48,361 | 49,572 | 50,788 | 51,989 | 53,200 | 54,410 | 55,618 |
| 3 | 50,150 | 51,407 | 52,666 | 53,916 | 55,172 | 56,422 | 57,675 |
| 4 | 52,014 | 53,311 | 54,608 | 55,911 | 57,208 | 58,511 | 59,812 |
| 5 | 53,932 | 55,278 | 56,632 | 57,982 | 59,330 | 60,676 | 62,024 |
| 6 | 55,925 | 57,326 | 58,724 | 60,124 | 61,523 | 62,917 | 64,316 |
| 7 | 58,002 | 59,449 | 60,897 | 62,353 | 63,798 | 65,248 | 66,696 |
| 8 | 60,141 | 61,641 | 63,148 | 64,652 | 66,160 | 67,663 | 69,163 |
| 9 | 62,369 | 63,924 | 65,490 | 67,047 | 68,605 | 70,159 | 71,717 |
| 10 | 64,682 | 66,293 | 67,908 | 69,529 | 71,146 | 72,763 | 74,376 |
| 11 | 67,074 | 68,748 | 70,424 | 72,105 | 73,780 | 75,450 | 77,126 |
| 12 | 69,551 | 71,288 | 73,029 | 74,771 | 76,509 | 78,239 | 79,980 |
| 13 | 72,125 | 73,928 | 75,732 | 77,539 | 79,337 | 81,135 | 82,939 |
| 14 | | 76,664 | 78,534 | 80,406 | 82,269 | 84,138 | 86,006 |
| 15 | | | | 83,381 | 85,316 | 87,249 | 89,188 |
| 16 | | | | | 88,473 | 90,477 | 92,488 |
| 17 | | | | | | | 95,909 |

Retention/Recruitment Bonus Schedule:

December 2023 paycheck: \$1000/current employee

APPENDIX C - EXTRA-DUTY POSITIONS 2022 - 2024

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

Group E (continued)

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
NEWBERG SCHOOL DISTRICT 29J**

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

Base Salary: \$45,504

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 | 7,053 | 7,508 |
| B | 5,688 | 6,143 |
| C | 5,005 | 5,460 |
| D | 4,095 | 4,550 |
| E | 3,640 | 4,095 |
| F | 2,958 | 3,413 |
| G | 2,048 | 2,503 |
| H | 1,593 | 2,048 |

OTHER EXTRA-DUTY RATES

| | HOURLY RATE | PERCENTAGE OF BASE |
|--------------------|-------------|--------------------|
| DRIVER TRAINING | \$28.21 | 0.00062 |
| SCHOOL SUPERVISION | \$28.21 | 0.00062 |
| BUS CHAPERONES | \$28.21 | 0.00062 |
| CURRICULUM RATE | \$31.85 | 0.0007 |
| TUTORING | \$31.85 | 0.0007 |

**APPENDIX C
NEWBERG SCHOOL DISTRICT 29J**

**LICENSED EXTRA-DUTY STIPEND SCHEDULE
2023-2024**

Base Salary: \$46,642

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 | 7,230 | 7,696 |
| B | 5,830 | 6,297 |
| C | 5,131 | 5,597 |
| D | 4,198 | 4,664 |
| E | 3,731 | 4,198 |
| F | 3,032 | 3,498 |
| G | 2,099 | 2,565 |
| H | 1,632 | 2,099 |

OTHER EXTRA-DUTY RATES

| | HOURLY RATE | PERCENTAGE OF BASE |
|--------------------|--------------------|---------------------------|
| DRIVER TRAINING | \$28.92 | 0.00062 |
| SCHOOL SUPERVISION | \$28.92 | 0.00062 |
| BUS CHAPERONES | \$28.92 | 0.00062 |
| CURRICULUM RATE | \$32.65 | 0.0007 |
| TUTORING | \$32.65 | 0.0007 |

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