



2022-2025 Memorandum of Understanding  
GRESHAM-BARLOW SCHOOL DISTRICT and  
THE ASSOCIATION OF GRESHAM-BARLOW  
SCHOOL ADMINISTRATORS

- A. Purpose and Authority: The purpose of this agreement is to establish the terms and conditions for employment of an administrator within the meaning of ORS 342.815(1). By the signature of the undersigned Board Chair to this agreement, the district represents that its Board of Directors, with the advice of its legal counsel, concurred in the terms of this agreement by an action duly taken and recorded during public session, the Board Chair has the authority to execute this agreement on behalf of the district, and that it intends to be bound by its terms.

The Board Chair's signature represents that he/she has consulted with legal counsel to the extent deemed necessary and intends to be bound by the terms of this agreement.

- B. Parties: The parties to this contract are the Gresham-Barlow School District #10 Jt. (hereafter, "district") and the Association of Gresham-Barlow School Administrators (hereafter, "administrator").
- C. Term: Any modifications to this agreement will be determined in consultation with the AGSA Executive Board and the Board of Directors. This is a multiple year contract starting with the 2022-2023 school year and extending through the 2024-2025 school year.
- D. Compensation and Benefits:

1. Salary

a. Salary Schedule

Administrative salary columns will be increased for the 2022 – 2023 fiscal year by 5%.

Administrative salary columns will be increased for the 2023 – 2024 fiscal year by 4%.

Administrative salary columns will be increased for the 2024 – 2025 fiscal year by 3%.

In the 2022-2023 fiscal year, the bottom step (current step 1) will be dropped from the salary schedule and all steps will be shifted up one row for a total of 5 steps. Ed-Executive Director will have 4 steps.

In the 2022-2023 fiscal year, the step increase on the salary schedule will increase from 2% to 3%.

Step increases will be granted annually to individuals who have not reached the top step of the salary schedule.

b. Public Employees Retirement System (PERS)

Administrators will pay their share (6%) of the Public Employees Retirement System (PERS) contributions.

c. Work Year, Holidays, and Non-Contract Days

Administrators shall work from July 1 through the following June 30. The number of workdays (including holidays) shall be as follows:

District Office Administrators .....	230-260 days
as determined by the superintendent	
Elementary School Principals.....	230 days
High School Assistant and Middle School Principal .....	235 days
High School Principals .....	240 days
Middle School Assistant Principals.....	230 days

Of the contract days shown above, five (5) days will be designated as "on-call" days taken during regular student vacation periods. On these days an administrator may not be required to report to the school or office unless specifically requested to do so by his/her supervisor.

d. Work Week

All members shall have a flexible 40 hour work week (ie, four days, 10 hours a day) from July 8 through August 2. Members will notify human resources of their intent to work the flexible 40 hour work week prior to July 1.

2. Benefits

a. Paid Holidays

- |                               |                           |
|-------------------------------|---------------------------|
| 1. July 4                     | 7. New Year's Day         |
| 2. Labor Day                  | 8. Martin Luther King Day |
| 3. Veterans Day               | 9. Presidents Day         |
| 4. Thanksgiving Day           | 10. Memorial Day          |
| 5. Day following Thanksgiving | 11. Juneteenth Holiday    |
| 6. Christmas Day              |                           |

b. Vacation Days (Non-Contract Days)

Those days not designated above as workdays shall be considered "vacation" days or "non-contract" days. An administrator, with the superintendent's approval, may carry over up to ten (10) vacation (non-contract) days not taken by July 1 of the succeeding year. Those days must be taken, however, before the next June 30.

Administrators are required to take at least one vacation period annually at a minimum of five (5) consecutive days. Upon retirement or departure from the district, only the number of allowable days carried over from the final year of service may be calculated into final compensation.

c. Sick Leave

All administrators shall be granted one day of sick leave per month to accrue on the first paycheck of the fiscal year. Accrual is unlimited.

Accumulated sick leave may be used for any reason set forth in the Oregon Sick Time statute (ORS 653.601 et. seq.). The parties agree that the provisions of this Sick Leave subsection is a substantially equivalent program for purposes of ORS 653.611.

1. Sick Leave Bank: There shall be no limit to the number of hours that an administrator must have in order to contribute to the Sick Leave Bank nor shall there be a requirement that an administrator have contributed to the bank in order to request leave from it.

There will be a limit of five days (40 hours) that an administrator can contribute in a year and the maximum number of days that can be held in the bank shall be 250 days (2000 hours).

1. Caveat to this limit: Members who are retiring or moving out of state may contribute beyond the 5 day cap.

The maximum number of days that can be granted to an administrator from the Sick Leave Bank shall be sixty-five (65) days during a 12-month period, from July 1st- June 30th.

In order to request a donation from the Sick Leave Bank, the staff member:

- Must have exhausted all other available leaves
- Must provide a note from an attending physician or practitioner verifying that a debilitating illness or injury exists which prevents the member from performing the duties of their job for more than ten (10) days.
- The member is not absent due to a parental leave.
- If the member is eligible under PERS disability, workers' compensation, or the District's long term disability insurance, the member may access only partial sick days up to sixty-five (65) partial days, such that the total of sick leave and disability payments does not exceed the member's normal daily rate, unless accessing the sick leave bank would result in a reduction in disability payments.

A Sick Leave Bank committee would be formed consisting of the Executive Director of Human Resources, a member of the AGSA group, and a member of the Confidential Group to approve requests for donations from the bank.

The Sick Leave Bank would operate on a fiscal year calendar with members of each group being able to contribute via electronic forms or paper forms between August 15<sup>th</sup> and September 15<sup>th</sup> each year. If the sick leave bank drops below 65 days available, then a second window to donate will be opened as needed.

Should the Sick Leave Bank ever be discontinued the remainder of the hours would be distributed per the criteria above until the bank is exhausted.



d. Paid Leaves

1. Bereavement: Up to five days of paid leave shall be authorized by the district in the event of death of any member of the immediate family. Up to one day of paid leave shall be granted for attending the funeral of a friend. "Immediate Family" (to include in-law and step-relatives) shall be interpreted to mean spouse/domestic partner, children, parents, grandparents, siblings, or grandchildren. It shall also include any other persons who are members of the administrator's household or who are dependent upon the administrator for a major portion of their support. In any instance not covered in this definition, when unusual circumstances indicate, a written application may be made by the administrator to the superintendent or designee and may be approved on a case-by-case basis. Additional bereavement shall be available in accordance with Oregon Law.
2. Family Illness: The administrator shall be allowed five working days per contract year. This leave shall not accumulate. Maximum feasible prior notice of intention to take such leave shall be given to the superintendent or building principal. The definition of immediate family shall be the same as that found in the licensed staff collective bargaining agreement.
3. Personal: The administrator shall be granted three days per contract year for personal reasons such as health, family emergencies, business matters, and other reasons. This leave shall not accumulate.
4. Jury Duty: If an administrator is summoned to serve on a jury, the district shall grant the administrator permission to serve, without loss of his/her regular salary, provided that if the administrator receives a fee for these services, the fee shall be submitted to the district.
5. All other leave types will be submitted to the superintendent or building principal in advance for his/her consideration and/or approval.

e. Professional Growth

The Board of Directors encourages each administrator to engage in continual professional development. Each administrator is expected to develop a professional growth plan with his/her supervisor that is reviewed and adjusted at least annually. In support of administrator professional growth and targeting district resources toward key district initiatives, \$30,000 has been designated to support targeted staff development. The district Instructional Leadership Team, in consultation with the AGSA board, will identify specific administrators and staff development opportunities that support the district's key initiatives. An attempt will be made to provide targeted opportunities to all administrators over the period of three to four years. Those administrators not identified to participate in a targeted staff development opportunity for a particular year shall receive \$250 for professional growth. The purpose of these funds is to support attendance at conferences, workshops, or seminars that have relevance to an administrator's professional growth plan.

Tuition costs for courses required for an initial or continuing Principal's License or Professional License will be pre-paid by the district. Full district payment will be made for courses prescribed for administrators by the building principal or superintendent. An administrator who resigns his/her position will not receive tuition payment for summer coursework of that calendar year.

Tuition reimbursement requests not associated with initial or continuing licensure will be submitted to the Executive Director of Human Resources for approval. Requests will be reviewed prior to each term.

Tuition Reimbursement Request submittal dates:

Summer ..... April 15  
Fall ..... June 15  
Winter ..... December 15 (for quarter system)  
Spring ..... December 15 (for semester system), or February 15 (for quarter system)

Tuition reimbursement requests will be approved based on their alignment with the educational initiatives of the district and through consultation with the applicant's supervisor. Requests will be considered for up to two courses per term. If requests exceed the available funds in the pool, an equal percentage of funds will be granted for each request for that term. Once the pool of \$25,000 has been expended, no other requests will be considered until the next year's allocation of funds are available.

The Tuition Application form can be found on the Employee Access web portal.

f. Professional Dues

The district will pay annual dues for COSA and appropriate affiliate organizations and other organizations that align with an administrator's assignment and duties as approved by the administrator's supervisor.

g. Insurance

1. Group Medical (Including RX, Vision, and/or Dental):

Each administrator may enroll in group medical (including RX), vision, and/or dental insurance offered by the district through OEBB. For the 2022-2023 school year, the amount of the monthly cap shall be \$1,385.00. For the 2023-2024 school year, the amount of the monthly cap shall be \$1,435.00. For the 2024-2025 school year, the amount of the monthly cap shall be \$1,485.00. In the event the total cost of the plans elected by the administrator is less than the monthly insurance cap, the balance shall be used to create a pool. Administrators opting for health insurance coverage with premiums exceeding the district-paid contribution cap shall have the excess premium cost paid by the insurance pool to the extent pool money is available.

Each administrator working a minimum of .5 FTE will be enrolled in term life and long-term disability insurance programs with the premiums paid by the district outside the limits of the maximum district contribution set out above.

If deemed appropriate, an insurance review committee made up of AGSA-appointed representatives and board-appointed representatives may be convened to review insurance benefits and market trends.

2. Term Life Insurance

A term life insurance policy for each administrator will be purchased by the district in the amount of \$50,000 death benefit, and \$50,000 accidental death or dismemberment benefit. Retired administrators may continue to participate, to age 65, at their own expense, subject to carrier approval.

### 3. Long-Term Care Insurance

The district will pay monthly premiums toward basic long-term care coverage for each administrator. Individual administrators may purchase additional coverage offered by the insurance company subject to eligibility terms and conditions of the carrier. All premiums for additional, voluntary coverage will be at the expense of the administrator. Administrators may continue coverage on a self-pay basis after their retirement subject to carrier eligibility rules.

#### h. Tax Deferred Account

Each administrator will receive a contribution toward a district-paid 403(b) or a 457 program in the pro-rated amount of \$350 per month, or \$4,200 per year. The district will deposit contributions directly into the program selected by the administrator from the list of programs district-approved for payroll deduction. Once the district deposits the contribution into the account, the district has no further responsibility for the investment decisions, earnings, or losses of the funds, and the funds are immediately vested and owned by the administrator. It is the responsibility of the administrator to enroll in the selected program. No retroactive payment will be made if the administrator delays the enrollment.

#### i. Mileage and Expense Allotment

The district shall pay a monthly allotment for mileage and expenses within the tri-county area in the following amounts:

High School Principals .....	\$230
High School Assistant Principals.....	\$200
Elementary/Middle School Principals .....	\$150
Middle School Assistant Principals .....	\$150
SSSO Directors .....	\$150
Facilities Director.....	\$235
District Office Cabinet.....	\$235
District Technology .....	\$150
Accounting Supervisor.....	\$150
Director of Federal Programs.....	\$150
Other Administrators .....	Determined by the Superintendent

Outside the tri-county (Multnomah, Clackamas, and Washington counties) area, reimbursement shall be at the then current IRS rate.

An expense account may be available for some administrators as determined by the superintendent.

A stipend of \$80 per month for cell phone data plans may be provided as determined by the superintendent.

Detailed data on monthly mileage, business expense, and cell phone stipends will be available upon request of an administrator.

#### E. Reduction in Force

Layoff/Recall procedures will be consistent with ORS 342.934.



## F. Early Retirement

### 1. Eligibility

In order to be eligible for early retirement from the district, the administrator must be retired and receiving benefits under the Oregon Public Employees Retirement System, and the administrator must have completed at least 10 years of service from last date of hire (first day worked) with the Gresham-Barlow School District. An administrator planning to take early retirement must give written notice to the superintendent at least 60 calendar days prior to his/her retirement date.

If an administrator previously served as a Gresham-Barlow School District teacher, once the administrator serves in an administrative capacity for eight (8) years, the previous years of teaching may be added to the administrative years in order to make the administrator eligible for benefits under the plan. (Example: Eight years of administrative service and seven or more years of teaching service in this district will entitle an administrator to the benefit level described in number 3 below for 15 years of service.)

Administrators who were previously teachers in the district and who have less than eight years of administrative service retain eligibility for the licensed staff early retirement program, if otherwise eligible under the licensed collective bargaining agreement.

### 2. Sunset Clause

Administrators who were hired by the Gresham-Barlow School District prior to July 1, 2005, and who choose to retire under PERS, will receive benefits as set out in this Section F, Early Retirement, if the administrator meets the eligibility requirements set out above.

### 3. Stipend

When an administrator retires under the provisions of PERS, the district shall make a stipend payment of \$350 per month if the retired administrator meets all eligibility requirements and has completed 10 years of consecutive service with the district, or \$400 per month if the retired administrator meets all eligibility requirements and has completed 15 years of service with the district. Monthly stipend payments shall be terminated at the end of the month in which the retired administrator dies, qualifies for social security benefits at age 62, or when a total of 48 payments have been made, whichever comes first.

### 4. Insurance

For administrators hired prior to July 1, 1994, and who meet the eligibility requirement under Section F 1 above, the maximum period for district-paid one- or two-party medical, vision, and/or dental insurance benefits will be 10 years or to a maximum of the last day of the month prior to the month in which the administrator reaches age 65 or qualifies for Federal Social Security Medicare coverage, whichever is earlier. If eligible for Medicare earlier than age 65, due to disability, timely notification to the human resources department is required. Coverage for spouse/domestic partner is subject to the same age restrictions and eligibility rules as the administrator. Coverage for dependents is subject to carrier eligibility rules.

For administrators hired on or after July 1, 1994, and who meet the eligibility requirement under Section F 1 above, the maximum period for district-paid one- or two-party medical, vision, and/or

dental insurance premiums benefits will be 7 years or to a maximum of the last day of the month prior to the month in which the administrator reaches age 65 or qualifies for Federal Social Security Medicare coverage, whichever is earlier. If eligible for Medicare earlier than age 65, due to disability, timely notification to the human resources department is required. Coverage for spouse/domestic partner is subject to the same age restrictions and eligibility rules as the administrator. Coverage for dependents is subject to carrier eligibility rules.

For administrators retiring before July 1, 2008, the monthly district-paid health insurance benefit will be capped at the amount of the district's contribution to active administrations. For administrators retiring after June 30, 2008, the monthly district-paid health insurance benefit will be capped at the amount of the district's contribution at the time the administrator retires; subsequent increases granted to active administrators will not apply.

#### 5. Self-Pay/COBRA

If district-paid insurance benefits cease prior to age 65, retired administrators (and spouse/domestic partner, if the spouse/domestic partner is a covered party at the time of the administrator's retirement) may continue to participate in medical, vision, and/or dental programs, to the last day of the month prior to the month in which the administrator turns age 65, or Medicare eligibility, whichever comes first, at their own expense, subject to carrier approval.

Participation in continuation coverage in the early retiree group extends for a retiree group, the administrator (and spouse/domestic partner, if the spouse/domestic partner is a covered party at the time of the administrator's retirement) acknowledges and agrees that they waive their right to COBRA continuation. A retired administrator, subject to insurance carrier approval, may participate at his/her own expense in the district's group term life insurance program up to age 70.

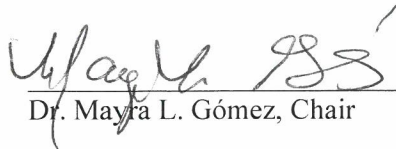
Once a retired administrator is no longer eligible to receive a post-retirement paycheck or the monthly retirement stipend, premium payment for term life insurance, and any medical/vision/dental premiums that exceed the district-provided allotment, must be submitted directly to the district payroll department by the 10th day of each month for insurance coverage to continue to be effective as of the first day of the following month.

- G. Accrued Service: As of July 1, 1999, if an administrator has served the district in an administrative capacity for five consecutive years, in the judgment of district's superintendent, he/she has three years successful teaching experience in Oregon within the meaning of ORS 342.845(5).
- H. Goals and Evaluation for Contract Administrators: Administrators will be evaluated consistent with the Administrator Professional Growth and Evaluation Handbook.
- I. Notice of Non-Extension for Contract Administrators: The district may non-extend an administrator's contract consistent with Oregon statutes.
- J. Release: The parties agree that an administrator may be released from the terms of this contract upon 60 days prior written notice.
- K. Addresses of the Parties: For purposes of this contract, any notice to the district shall be sufficient if mailed or delivered to the district address. Notice to an administrator shall be sufficient if mailed or delivered to his/her home address listed with the district.



- L. Severability: The parties agree that if any provision of this agreement is found to be invalid, that provision shall be severed from the agreement and all remaining portions shall be enforced.
- M. Modification: The terms of this contract may be modified only by mutual agreement of the parties fully set forth in writing.

FOR THE DISTRICT:

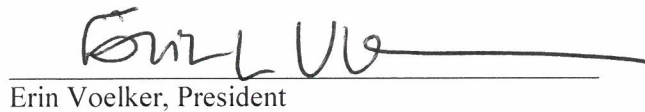
  
\_\_\_\_\_  
Dr. Mayra L. Gómez, Chair

07/06/22  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
James Hiu, Superintendent

6/30/2022  
\_\_\_\_\_  
Date Signed

FOR THE ASSOCIATION OF GRESHAM-BARLOW SCHOOL ADMINISTRATORS:

  
\_\_\_\_\_  
Erin Voelker, President

7/8/22  
\_\_\_\_\_  
Date Signed

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Note: Corrections or amendments to this Memorandum of Understanding, if any, are to be completed only by the office of the superintendent and presented to the Board of Directors for approval.