

2023-2025 Memorandum of Understanding
GRESHAM-BARLOW SCHOOL DISTRICT and
CONFIDENTIAL STAFF MEMBERS

A. Work Year, Holidays, and Vacation

Confidential staff members shall work a 260-day work year.

Of the 260-day work year, three (3) days will be designated as “on-call” days taken during regular student vacation periods. On these days a confidential may not be required to report to the district office unless specifically requested to do so by their supervisor.

1. Paid Holidays

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

2. Vacation

Each confidential staff member will earn, on July 1, paid vacation days as listed below. The number of vacation days that can be carried forward will be no more than fifteen (15).

Upon retirement or departure from the district, no more than the maximum number of allowable days carried over on June 30 of the final year of service may be calculated into final compensation.

- 0 – 1 year of employment: pro-rated per hire date
- After 1 year of employment: 12 days
- After 2 years of employment: 14 days
- After 3 years of employment: 16 days
- After 4 years of employment: 18 days
- After 5 years of employment: 20 days

B. Paid Leave

1. Sick Leave

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

2. Sick Leave Bank - Confidential/AGSA

Definition: for the purposes of this article, a workday will be equivalent to Employee's FTE.

- a. On or before August 31 of each year, confidential employees who have accumulated at least ten (10) workdays of sick leave may contribute four (4) hours of their accumulated sick leave to a common bank. Employees who have not participated previously shall be permitted to contribute during the annual open enrollment period. Contributions shall be limited to the number of hours necessary to bring the bank to a level of one (1) average workday per confidential employee. Such contributions are irrevocable. Participation in the bank shall be voluntary.
- b. Procedures for the Human Resources Office:
The Administrator over Human Resources, in their sole discretion, will determine who is awarded a grant based upon the criteria under 4c. All requests to access the sick leave bank will be submitted to Human Resources. The Administrator will review the proof of need, an accounting of their sick leave and the amount of the grant. The Administrator will adhere to all confidentiality requirements that are required by applicable laws.
- c. Criteria to grant leaves from the Sick Leave Bank:
 - i. The employee must have made at least one (1) contribution to the Sick Leave Bank.
 - ii. District records show that the employee has exhausted all of their accumulated leaves (i.e., sick leave, comp time, vacation, and personal leave).
 - iii. The employee must obtain a statement from an attending physician or practitioner performing within the scope of their license or certificate 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.
 - iv. There must be sufficient days in the Sick Leave Bank to cover the request.
 - v. An employee is limited to receiving thirty (30) workdays during a twelve (12) month period from the Sick Leave Bank.
 - vi. If the employee is eligible under PERS disability, workers compensation, or the district's long term disability insurance, the employee may access only partial sick leave days up to thirty (30) such days, such that the total of sick leave and disability payments do not exceed the employee's normal daily rate, unless accessing

the sick leave bank would result in a reduction in disability payments. This provision does not apply to employees who are absent due to a parental leave.

vii. The employee must not have a history of questionable sick leave usage.

d. If the request is approved, the district office shall notify the employee. The district will reimburse all unpaid sick days from the date of the application until the employee returns to work or the employee has exhausted their grant from the bank.

e. Records

The district shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank. Annually, the district shall notify the confidential staff in writing of the accumulated days and days charged to the bank that school year.

f. If the sick leave bank is discontinued, then any remaining workdays will be distributed according to the criteria in 4c above until the bank is exhausted.

3. Bereavement

Up to five (5) days of paid leave shall be authorized by the district in the event of death of any member of the immediate family. "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 ruiany other persons who are members of the confidential staff member's household or who are dependent upon the confidential 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 confidential staff member to the superintendent or designee any may be approved on a case-by-case basis. Additional bereavement shall be available in accordance with Oregon law.

4. Funeral Leave

Up to one (1) day of paid leave per year shall be granted for attending the funeral of a friend of non-immediate family member.

5. Emergency Leave

Each confidential staff member shall be eligible for emergency leave with pay and may be granted such leave upon approval of the superintendent or designee.

6. Family Illness

The confidential staff member shall be allowed five (5) 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 designee.

The definition of immediate family shall be the same as that found in Federal and Oregon law.

7. Jury Duty

If a confidential staff member is summoned to serve on a jury, the employer shall grant the confidential staff member permission to serve, without loss of their regular salary, provided that if the confidential staff member receives a fee for these services, the fee shall be submitted to the district.

The confidential staff member will give as much advance notice as possible of intended use of jury duty leave and will provide the district Human Resources office with a copy of the summons.

8. Legal Leave

Up to three (3) days of paid leave per year shall be granted in the event a confidential staff member is subpoenaed or summoned to appear in a legal proceeding in which the confidential staff member is not a plaintiff or complaining party.

The confidential staff member will give as much advance notice as possible of intended use of legal leave and will provide the district human resources office with a copy of the subpoena or summons.

9. Personal Leave

The district will grant up to three (3) days of paid leave per year for personal business that cannot be conducted outside the regular workday. Personal leave cannot be used for recreational or leisure activities, nor to extend a holiday or vacation.

C. Professional Growth

Confidential staff members will have the opportunity to attend professional seminars/conferences at district expense and receive tuition pre-payment or reimbursement for college courses based on approval of the superintendent or designee and must be related directly to the job assignment of the employee, or the mutually agreed upon professional growth and development plan of the employee.

The district may pay each confidential employee, excluding those in temporary positions, tuition reimbursement for up to six credit hours per year for each year of the contract MOU (up to the Portland State University rater per hour) with a limit of nine credit hours in any one fiscal year. Requests for additional hours can be submitted to the administrator over human resources for consideration.

District Paid: If an employee wishes to the prepaid tuition, the employee

must have approval from human resources at least five business days in advance of the regular college registration, workshop or conference. Verification of successful course completion that is grade C or higher, shall be by grade report submitted to human resources.

Employee Paid: If an employee pays tuition directly, and wishes reimbursement for that payment, the employee must submit to human resources proof of payment and a grade report showing successful course completion, that is grade C or higher, within thirty (30) days of the end of the term in which the course was taken. Reimbursement will be made within fifteen (15) business days of such submission.

Whenever confidential employees are required by the district or their supervisor to attend training schools, workshops or courses that are not conditions of employment, the district will pay the costs of such classes, the employee's salary, and mileage reimbursement. Employees may also submit for consideration of district payment costs for fees and materials required for the course.

D. **Insurance**

1. **Health Insurance:** Each confidential staff member 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 confidential cap shall be \$1,375.00, for the 2023-2024 school year, the amount of the monthly confidential cap shall be \$1,425.00, and for the the 2024-2025 school year, the amount of the monthly confidential cap shall be \$1,475.00. In the event the total cost of the plans elected by the confidential staff member is less than the monthly insurance cap, the balance shall be used to create a pool in combination with the administrative and supervisory group. Confidential staff 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.
2. **Term Life Insurance:** The amount of the current policy has a \$50,000 death benefit, \$50,000 accidental death or dismemberment.

Each confidential staff member working a minimum of .5 FTE will be enrolled in a term life insurance program with the premiums paid by the district outside the limit of the maximum district contribution set.

Retired confidential staff may continue to participate, to age 65, at their own expense, subject to carrier approval. Life insurance is not subject to COBRA.

3. **Long-term Disability Insurance:** The current policy pays up to 60% of the

confidential staff member's monthly income (maximum payment of \$8,000 per month) with a 60-day waiting period for benefits after becoming totally disabled. Long-term disability insurance is not subject to COBRA.

Each confidential staff member working a minimum of .5 FTE will be enrolled in a long-term disability insurance program with the premiums paid by the district outside the limit of the maximum district contribution set.

4. **Long-term Care Insurance**

The district will pay monthly premiums toward basic long-term care coverage for each confidential staff member. Individual confidential staff members 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 confidential staff member.

Retired confidential staff members may continue coverage on a direct-pay basis by making the necessary application through OEBB, provided this coverage is still offered through the group.

E. **Tax Deferred Account**

Each confidential staff member 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 confidential staff member 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 confidential staff member. It is the responsibility of the confidential staff member to enroll in the selected program. No retroactive payment toward this TSA will be made if the confidential staff member delays the enrollment.

F. **Mileage**

Reimbursement shall be at the current IRS rate for all authorized travel.

G. **Salary Schedule**

The salary increase for confidential staff members will be increased for the 2022-2023 fiscal year by 5%, 2023-2024 by 4% and for the 2024-2025 fiscal year by 3%.

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

H. **Overtime/Compensatory Time**

Confidential staff members shall be compensated for all work performed beyond 40 hours per week at the rate of 1.5 hours per hour worked. The first choice for compensation for this work shall be time off. The second choice shall be paid compensation. The confidential staff member shall be paid for this work only if time off cannot otherwise be arranged. The district shall make the choice of method of compensation. The confidential staff member shall make every reasonable effort to use accrued compensatory time off within ninety (90) days after the date it is earned.

I. **Inclement Weather**

A confidential staff member's attendance may not be required when school staff attendance is not required due to inclement weather. Confidential staff members, who are approved for and able to work on "snow days", shall be compensated at a later date by receiving time off or compensation at the rate of 1.5 hours per hour worked.

J. **Modification**

The terms of this contract may be modified only by mutual agreement of the parties fully set forth in writing.

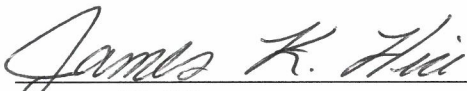
For the District:



Dr. Mayra L. Gomez, Chair
Gresham-Barlow School District Board of Directors

07/06/22

Date

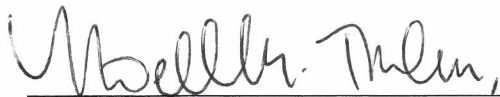


James K. Hiu,
Gresham-Barlow School District Superintendent

6/30/2022

Date

For the Confidential Staff Members:



Noelle Thelen
Human Resources Specialist

07-07-2022

Date