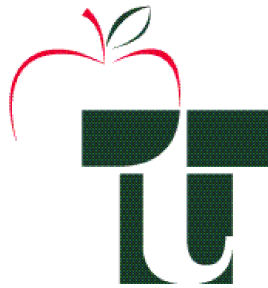


Agreement Between
Tigard-Tualatin School District 23J
and
Managerial and Confidential Employees

Tigard-Tualatin School District 23J



for the period
on and between

July 1, 2022 – June 30, 2024

Preamble

This agreement is made and entered into by and between Tigard-Tualatin School District 23J and Managerial and Confidential Employees for the period on and between July 1, 2022 and June 30, 2024.

Article 1 Amendment

Any amendments will be in writing, signed by both the School Board Chair and the employees.

Article 2 Salary Payment Schedule

- 2.1 All managerial and confidential employees are exempt salaried employees and are not subject to minimum wage and overtime regulations under the rules established in OAR 839-24-000.
- 2.2 Pay for managerial and confidential employees will be issued in twelve equal installments. The first installment is to be paid on or before the 25th day of the month of July, and a like installment is to be paid on or before the 25th of each succeeding month.

Article 3 Salary Provision

- 3.1 For the 2022-2023 school year the manager and confidential salary schedule will increase by five point seven five percent (5.75%).
- 3.2 Eligible managers and confidential staff members will receive a step increment during 2022-2023.
- 3.3 Manager and confidential staff members will receive a retention bonus of \$1,500 paid on April 25, 2023.
- 3.4 For the 2023-2024 school year the manager and confidential salary schedule will increase by four percent (4.0%).
- 3.5 Eligible managers and confidential staff members will receive a step increment during 2023-2024.

Article 4 Length of Work Day/Year

Managerial and confidential employee work year is twelve months, July 1 through June 30.

Article 5 Discipline & Discharge

Managerial and confidential employees are “at will” employees and may be disciplined or discharged for any reason good faith sufficient. Reasons for proposed discipline or discharge shall be given in writing and the employee shall be entitled to appear before their supervisor or the Director of Human Resources to discuss said reasons. If the employee is dissatisfied with the outcome of the meeting they may appeal the decision to the superintendent or their designee, and or the school board. The decision of the board is final and binding.

Article 6 Vacation

- 6.1 Annual vacation leave with full pay of twenty-five (25) days. Vacation days must be used during the contract year or by the following December 31st or they will be forfeited.
- 6.2 Managers and Confidential staff may request that up to seven (7) days of unused vacation leave be paid as

salary, at the per-diem rate. Requests for converting the unused vacation day must be made in writing to the payroll manager between May 15th and June 15th of the year in which the vacation was earned.

6.3 Managers and Confidential staff may request that up to twelve (12) days of vacation be carried over from one year to the next. Requests for carry-over of unused vacation days must be made in writing to the Payroll Manager by December 31th of each year.

6.4 Absences including vacation will be recorded in TTSD's absence management system before time is taken. Vacation requests will be approved by their direct supervisor prior to taking vacation. If absences need to be entered after days have been taken, the administrator will contact the payroll manager or human resources to have the absence recorded.

Article 7 Professional Auto and Phone Expenses

A travel stipend of \$100 a month will be given in the form of a TSA. Managers and Confidential staff will have the option to have a cell phone stipend of \$150 per month to be used towards expenses associated with electronic communication devices, reimbursed monthly through payroll or to receive a district issued cell phone.

Article 8 Holidays

Paid holidays include Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Day prior to Christmas, Christmas Day, New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day and Juneteenth.

Article 9 Inclement Weather

9.1 Managerial employees are responsible to report for work on inclement weather days unless physically prohibited from doing so. The School Board has agreed, that starting with the 2004-2005 school year, the Confidential/Manager group will be allowed reimbursement for two days of inclement weather pay. If the inclement weather continues beyond two days the confidential/managersial employee may use vacation or take unpaid leave.

9.2 Confidential/managersial employees may or may not be required to report based on the direction of their supervisor.

Article 10 Salary Placement

New managersial and confidential employees will be placed on the salary schedule commensurate with their experience and education.

Article 11 Insurance and Benefits

The District agrees that in addition to the salary compensation stated above, the confidential and managersial employees shall be entitled to participate in the benefits made available by or through the District to its confidential and managersial staff within the following limitations, or such other limitations as may hereafter be applicable to the employee's status:

11.1 The District will pay the employee portion of the Public Employee Retirement System contribution.

11.2 Managersial and confidential employees are entitled to use statutorily provided leaves including sick leave, family medical leave, and unpaid leave. Unpaid leave may be granted at the discretion of the employee's supervisor.

- 11.3 Beginning October 1 through September 30 the District shall provide each eligible full-time employee up to the following amount for medical, prescription, dental, vision insurance on a composite basis:
- 2022-2023: The maximum District contribution for each full-time employee will be \$1986.83 per month. (4.46% increase from 2021-2022)
 - 2023-2024: The maximum District contribution for each full-time employee will be \$2054.38 per month. (3.4% increase from 2022-2023)
- 11.4 Employees who select insurance plan options that cost more than the District monthly contribution amount shall pay the difference between the total premium cost and the District contribution through a payroll deduction. All payments for out-of-pocket premiums owed by members will be paid through a District Section 125 plan.
- 11.5 Beginning in October, 2008, employees who select an insurance plan option with a premium cost below the District cap, receive 50% of the difference between the total premium cost and the District contribution in a Section 125 plan. The 50% of the savings that is not paid to the member shall be returned to the District, as well as any unused portion of the member's 125 plan amount. This paragraph becomes null and void if the confidential/manager group selects tiered plans.
- 11.6 Each fiscal year, the District will contribute five-hundred dollars (\$500) to the HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("Plan") in accordance with Plan guidelines and restrictions.
- 11.7 It is understood that the amount described above is the maximum District contribution toward medical, pharmacy, dental w/orthodontia and vision premiums. The District and the Manager/Confidential group agree premiums shall include administrative fees.
- 11.8 Insurance Committee - The District and the Confidential/Manager group agree to convene an insurance committee composed of two persons appointed by the Association and two persons appointed by the District. During the spring of 2008, and annually thereafter, during the remainder of this agreement, the committee will meet to recommend which programs shall be offered to members, beginning October 1 of each year. Members shall be insured through the Oregon Education Benefits Board's (OEBB's) plans unless required by law or unless both the District and Association agrees in writing otherwise.
- 11.9 District sponsored life insurance provided at \$100,000 with \$200,000 AD&D.
- 11.10 Employees may choose to participate in the District's Section 125 plan.

Article 12 Professional Improvement

Managerial and confidential employees shall be provided professional development funds alternating between \$1,000 in year one and \$2,400 in year two. Funds will be used for professional development per the employee's professional development plan developed in collaboration with his/her supervisor. In addition, tuition reimbursement will be provided to a maximum of five (5) quarter hours, or equivalent, per year. In the last 30 days of the fiscal year, if there are remaining funds available after individual members have completed their planned professional improvement, group members may apply to use an additional (3) three quarter hours (PSU rate) or the equivalent cash amount for professional development related to the employees professional development plan.

The Director of Human Resources will maintain a schedule identifying which employees are in year one and which are in year two of the professional development cycle.

Article 13 Sick Leave and Sick Leave Bank

- The District shall allow (12 days) Sick Leave at full pay for each school year.
- Managerial and confidential employees may contribute and benefit from the administrator's sick leave bank.
- Membership in the Sick Leave Bank shall be optional. Members who choose to join the bank must contribute one half (1/2) day earned personal sick leave to the bank in order to become members. The one half (1/2) day contributed to the bank shall not be retrievable for use as a half day of sick leave. There shall be an Open Enrollment period for all members to join the Sick Leave Bank at least once per year. Once a member joins the Sick Leave Bank they cannot leave and then re-enroll.

Article 14 Terms and Conditions




Managerial and confidential employees are “at will” and their employment may be discontinued at any time with or without cause given fifteen days written notice.

Article 15 The Entire Agreement

This contract represents the entire agreement and supersedes and replaces all previous agreements oral and written, except individual retirement agreements that have been grandfathered.

Article 16 Severability

If any provision of this contract is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the contract will not be affected. Thereby, and upon the request of either the Superintendent or the employee group, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

BY 	3/8/2023
Board Chair	Date
BY 	3/8/2023
Superintendent	Date
BY 	3/8/2023
Representative for the Confidential/Manager Group	Date