

MEMORANDUM OF AGREEMENT
Between
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT & CONFIDENTIAL STAFF
July 1, 2023 – June 30, 2026

This agreement shall constitute the understanding between Northwest Regional Education Service District (NWRESD) and the Confidential staff regarding wage and benefits provisions for the 2023-24, 2024-25 and 2025-26 contract years. The Board reserves the right to alter these provisions should the Board determine financial exigencies require such a change.

I. Confidential Salary Schedule

The Confidential Salary Schedule for the 2023-24, 2024-25 and 2025-26 contract-years are set forth in Appendix A. The 2023-2024 salary schedule represents a 4% cost of living adjustment(COLA) over the 2022-23 Confidential Salary Schedule; and will be adjusted by 4% on July 1 of subsequent years (2024-2025 & 2025-2026).

Placement on the salary schedule will be by scope of responsibilities and requirements as determined by the position description as approved by the Superintendent and/or Chief Human Resources Officer.

II. Salaries

- A. All Confidential staff will be placed on the salary schedule. The salary schedule is based upon an assumed 250-day contract. Contracts that vary from the 250 days will be prorated according to individual contract length.
- B. The Confidential staff member shall pay the staff member PERS contribution.
- C. Confidential staff will be placed on level and step at the Superintendent or designee's discretion.
- D. For the 2023-24, 2024-25 and 2025-26 contract years, a Confidential staff member who is eligible, will advance to the next step contingent upon a satisfactory performance review.

III. Benefits

A. Medical, Dental and Vision insurance

- 1. For the 2023-2024, 2024-25, and 2025-26 contract periods of the memorandum, NWRESD shall contribute an amount equal to the administrative staff member group per month for medical, dental, and vision insurance. Insurance rates will be tiered (cost varies based on those enrolled on the individual's plan). This shall be prorated according to FTE.
- 2. Confidential staff eligible for a District insurance contribution, but who choose not to obtain insurance, may "opt out" in accordance with underwriting rules and regulations set forth by OEGB.
 - a. An eligible Confidential staff who "opts out" of all insurance (medical, dental, vision) shall receive six hundred dollars (\$600.00) per month contributed to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.
 - b. An eligible Confidential staff who "opts out" of medical insurance coverage but elects dental and vision coverage shall receive three hundred fifty dollars (\$350.00) per month contributed to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.

3. Confidential staff who choose a qualified high deductible plan through OEGB (Moda Medical Plan 6 or Kaiser Plan 3) shall be eligible to receive a NWRES D contribution to a Health Savings Account (HSA). The contribution to the HSA will be:
 - a. The full IRS allowable amount for an individual, if a Confidential staff member is enrolled as "staff member only", prorated for FTE.
 - b. The full IRS allowable amount for a family if the Confidential staff member is enrolled as "staff member + spouse", "staff member + child(ren)", or "staff member + family".

NWRES D will deposit the amount into the HSA in the following manner: One fourth ($\frac{1}{4}$) of the annual distribution will be deposited annually on or about October 15. The remaining three fourths ($\frac{3}{4}$) of the annual distribution will be deposited annually on or about January 10.

4. Confidential staff who enroll in Moda 6 or Kaiser 3 shall have the premium cost of medical, dental, and vision fully covered with no out of pocket expense for premium.
5. Confidential staff members who enroll for any other plan which exceeds the monthly cap shall have up to \$150 from the "pool" applied to their out of pocket premium expenses. All remaining medical, dental, and vision premiums shall be covered by the Confidential staff member through payroll deduction.

If a confidential staff member experiences a qualifying event after the plan year begins, the staff member will not be eligible for additional contributions in excess of the original selection beginning October 1, or the qualifying change; whichever is greater. At no time will a confidential staff member receive two ESD contributions (i.e. HSA contribution and an opt-out incentive) during the same plan year.

B. Income replacement and Disability

NWRES D will provide premium payment for income replacement and disability insurance for each Confidential staff member. The maximum monthly benefit is sixty percent (60%) of the Confidential staff member's monthly salary, with a waiting period of sixty (60) days. Income from other sources, including but not limited to earnings from NWRES D or other employers, Social Security and/or PERS disability payments, unemployment compensation and Workers' Compensation will offset the long-term disability benefits available through this provision.

C. Life Insurance

NWRES D will provide paid group life insurance to each Confidential staff member. The face value of the policy shall be equal to the Confidential staff member's salary rounded to the nearest \$1000. This insurance provides accidental death and dismemberment benefits. *

** Benefits A, B, and C are offered in accordance with and subject to the actual insurance policies and rules and regulations of the underwriter carrier. The terms of the actual insurance plan govern these benefits. The insurance plan year is from October 1 through September 30.*

D. Sick Leave

NWRESD will provide sick leave in accordance with guidelines provided in ORS 332.507 (one day of such leave per month for each month of employment up to twelve days per year). Pursuant to ORS 332.507(3), sick leave exceeding five work days will require certification by a physician that the illness or injury prevented the Confidential staff member from working. Sick Leave may be used for the Confidential staff member's own personal illness, or the illness of a child living in the Confidential staff member's home under the age of 18. Sick leave may be used to care for an ill family member (up to 40 hours per year total for any/all family members) pursuant to SB 454, "Sick Time" (2015). Family member eligibility is defined by OFLA. Additional use of sick leave to care for an ill family member may be available pursuant to FMLA/OFLA application and eligibility.

E. Emergency and Personal Business Leave

Confidential staff members are provided three (3) days of emergency or personal/ business leave per year. These days do not accumulate from year to year. Personal business leave will not be available for recreational purposes, to extend a vacation or holiday, or for personal illness if the Confidential staff member has accrued sick leave.

At the end of the fiscal year, Confidential staff members shall be paid for any unused personal business leave. The rate of pay for unused personal business leave shall be at the current step of the Confidential staff member's classification and will be included in the final paycheck for the fiscal year

F. Emergency Closure

Confidential staff members will be paid for a maximum of two (2) days for Emergency Closure Pay during the school year. To be eligible for the Emergency Closure Pay, a Confidential staff member must work either the day before or the day after the closure, if those are regularly scheduled workdays for the staff member. A day of vacation, sick leave or other paid authorized day off shall constitute a scheduled workday for this purpose.

G. Bereavement Leave

Confidential staff members are provided with up to five (5) days of bereavement leave per occurrence for absence due to a death in the immediate family without deduction from any other allowed leave. The immediate family shall be defined as:

1. Spouse, or same or opposite gender domestic partner
2. Mother, mother-in-law, or mother of same or opposite gender domestic partner
3. Father, father in law, or father of same or opposite gender domestic partner
4. Brother, or brother in law
5. Sister or sister in law
6. Child or step-child
7. Grandchild or step-grandchild
8. Grandparent, grandparent of spouse, grandparent of same or opposite-gender domestic partner
9. Any person regularly residing in the Confidential staff member's residence

A Confidential staff member may qualify for ten (10) days bereavement leave under OFLA. Eligibility determination is made by OFLA application. If a Confidential staff member qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described above. "Family member" shall be defined as below; unless otherwise provided in related laws or statutes:

1. Spouse or same-gender domestic partner
2. Parent, parent-in-law, or parent of staff member's same gender domestic partner
3. Child, step child, or child of staff member's same-gender domestic partner
4. Grandparent or grandchild of the staff member
5. A person with whom the staff member is, has been or previously was "in loco parentis" of.

The leave is limited to 10 days total per occurrence, and must be completed within 60 days of the date the Confidential staff member learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. If the Confidential staff member qualifies for bereavement leave under OFLA, the Confidential staff member may use accrued sick leave for the 5 days not covered under part 1 above.

H. Holidays

NWRESD shall provide eleven paid holidays per year. The holidays are: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth.

I. Mileage Reimbursement

NWRESD shall provide mileage reimbursement at the rate established by board policy DLC.

J. Salary Deduction Options

Salary deductions and options shall be made available through the payroll department and include tax sheltered annuities, United Way, and others as deemed appropriate by the Superintendent. Direct payroll deposit is available and payroll draws may be granted in compliance with the Administrative Regulations established by the Superintendent.

K. Vacation

Confidential staff scheduled to work 250 days per year shall accrue paid vacation as follows:

- | | |
|---|--------------------------------|
| 1 st through 5 th year of NWRESD service in a 250 day position | > 10 days per year (80 hours) |
| 6 th through 10 th year of NWRESD service in a 250 day position | > 15 days per year (120 hours) |
| 11 th & subsequent years of NWRESD service in a 250 day position | > 20 days per year (160 hours) |

Confidential staff may carry over a balance of unused vacation not to exceed 80 hours. At the end of employment, Confidential staff shall be paid for any unused vacation. The rate of pay for unused vacation shall be paid at the staff member's current rate and shall be included in their final paycheck.

L. Longevity Bonus

A longevity bonus will be paid to confidential staff members following their anniversary hire date. The bonus will be included in the November payroll, following each anniversary.

- Ten (10) years will receive \$500
- Fifteen (15) years will receive \$1000
- Twenty (20) years will receive \$1500
- Twenty Five (25) years will received \$2000
- Thirty (30) years will receive \$2500

M. Professional Development

Upon application by a Confidential staff member before the start of the course and approval by the Superintendent or designee, NWRES D will reimburse educational costs for fifteen (15) credit hours of college credit per year at the current per credit graduate rate established by Portland State University for coursework, training sessions, college classes, or certification classes that are directly related to ESD operations and directly related to the staff member's job. All applications must be made in advance and have prior approval. Reimbursements will be based on actual out-of-pocket expenses to the staff member for tuition and any related textbooks. Proof of satisfactory completion of the class or classes will be required for reimbursement.

The value of four (4) credits within the 15 credit allowance may be used to attend a non-credit or non-certification conference/workshop. Confidential staff members may request annual membership dues to organizational affiliations related to their position as approved by their supervisor.

IV. Layoff

Confidential staff members shall be subject to layoffs if the Board determines layoffs are necessary in accordance with Board Policy CPB. Seniority date shall be date service with NWRES D began.

V. Post-Retirement Employment

Confidential staff members hired as a post-retirement staff member shall be subject to Board Policy GCPC/GDPC.

VII. Entire Agreement

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the ESD and the NWRES D Confidential Staff. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all of the agreement's terms and conditions.

This agreement shall be effective as of July 1, 2023, and shall remain in effect through June 30, 2026. This memorandum is entered into this 13th day of June, 2023.

Board Chair

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Ross Tomlin

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Date

6/14/2023

Superintendent

DocuSigned by:

[Signature]

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Date

6/14/2023