

**CONFER CONSULT AGREEMENT BETWEEN THE
MULTNOMAH EDUCATION SERVICE DISTRICT
AND THE
CONFIDENTIAL CONTRACT EMPLOYEES**

2021 THROUGH 2024

**Multnomah Education Service District
and
Confidential Contract Employee
Confer Consult Agreement
7/1/21 through 6/30/24**

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PREAMBLE

This Agreement is entered into by Multnomah Education Service District, hereinafter referred to as the MESD, and the Confidential Contract Employees, hereinafter referred to as the Confidential Contract Employee(s).

ARTICLE 01: APPLICATIONS & DEFINITIONS

- A. This Agreement shall apply only to Confidential Employees who have supervisory authority and/or are defined as an Administrator or as an Administrative Employee per Board Policy GA-AR and are employed under contract; including but not limited to: Executive Officers, Directors, Coordinators, Principals, Vice-Principals, Supervisors, and Administration Employees.
- B. Full time is a position that is normally no less than one hundred and ninety (190) days, eight (8) hours per day, or a total of 1,520 hours per fiscal year. The number of days on a first year Confidential Contract Employee’s contract may be less than 190 and still be considered full time for insurance benefits if the position will be full time in the following fiscal year.
- C. Year is the period starting July 1 and ending June 30.

ARTICLE 02: TERM

- A. This Agreement begins July 1, 2021 and ends June 30, 2024. If the Agreement is finalized after June 30, 2021, all items will be retroactive to July 1, 2021.

ARTICLE 03: COMPENSATION

- A. All Confidential Contract Employee(s) will receive twelve (12) equal paychecks.
- B. All Confidential Contract Employees will be placed on a salary schedule (Appendix A) for 2021-2022 at a range & step that reflects current job responsibilities and provides for an increase of two-and-a-half percent (2.50%).
- C. Prior to September 30, 2021, the MESD will hire a professional consultant to complete a compensation survey of regional districts with confidential positions similar to the District. The purpose of the survey is to ensure that MESD compensation is competitive for administrator recruitment and retention in the Portland Metropolitan Area.
 - 1) Changes to the 2021-2022 salary schedule that result from the survey will be effective June 30, 2022.
 - 2) If revisions are necessary, adjusted salary schedules should be completed no later than January 31, 2022 for budgeting and costing purposes. Revisions can include additional steps and ranges.

- D. A two-and-a-half percent (2.50%) salary increase will be provided for 2022-2023.
- E. A two-and-a-quarter percent (2.25%) salary increase will be provided for 2023-2024.
- F. Eligible Confidential Contract Employee(s) will move one (1) experience step each year.
- G. If allocated Paid Personal Time Off (PTO) has not been used by June 30, the Confidential Contract Employee shall receive a cash payout for up to three (3) unused PTO days. Cash payout for up to two (2) additional PTO days can be approved by the Superintendent on a case-by-case basis for circumstances where PTO days could not be used because of unforeseen workload.
- H. Each year, an Earned Doctorate stipend amount of \$1,000 will be paid to eligible Confidential Contract Employee(s).

ARTICLE 04: INSURANCE

- A. Confidential Contract Employee(s) working one hundred ninety (190) days, eight (8) hours per day, or a total of 1,520 hours per fiscal year will have medical, dental and LTD benefits for twelve (12) months.
- B. Effective October 1, 2021, MESD will offer three medical options: 1) select insurance plans paired with a group Health Reimbursement Arrangement, 2) select insurance plans eligible for a Health Savings Account, and 3) an Opt-Out option.
- C. Group Health Reimbursement Arrangement (Group HRA)
Effective October 1, 2021, OEGB medical plans will be offered to members and paired with District funded Group HRAs. The following plans are subject to change by OEGB.
 - 1) OEGB medical plans offered with District funded group HRA:
 - i) Kaiser Plan 2A
 - ii) Moda Plan 5
 - 2) HRA Deductibles / Maximum Out-Of-Pocket:
HRA deductibles are \$400 per person, up to \$1,200 for three or more. Maximum out-of-pocket paid by employees is \$3,000 per person, up to \$9,000 for three or more.
 - i) Employee Only - \$400 / \$3,000
 - ii) Employee plus Spouse - \$800 / \$6,000
 - iii) Employee plus Child(ren) 2 people - \$800 / \$6,000
 - iv) Employee plus Child(ren) 3 people - \$1,200 / \$9,000
 - v) Employee plus Family - \$1,200 / \$9,000
 - 3) District-paid premiums:
The District will pay the premium for members enrolled in Moda and Kaiser plans.
- D. Health Savings Accounts (HSA)
Effective October 1, 2021, select OEGB HSA eligible medical plans will be offered to current and future employees. The following plans are subject to change by OEGB.

1) OEBS HSA eligible medical plans offered:

- i) Moda Plan 6
- ii) Kaiser Plan 3

2) Monthly District-paid cap for HSA eligible plans:

The District will deposit HSA contributions into member HSA accounts. The amount deposited will be equal to 75% of the maximum federal HSA contribution limit in effect at the beginning of the plan year, divided by 12.

2021-22 Monthly HSA Deposits	Employee Only	Employee plus Spouse/Child(ren)/Family
HSA Contribution Limits	\$3,600	\$7,200
Per Month	\$300	\$600
75% Deposit	\$225	\$450

3) District-paid premiums:

The District will pay the premium for members enrolled in Moda and Kaiser plans.

E. Dental & Vision Benefits

Effective October 1, 2021 specific OEBS dental and vision plans will be offered to members. The District will pay the premium for members and dependents enrolled in the offered plans. A member is not required to select dental and vision plans within the same tier. The following plans are subject to change by OEBS.

1) OEBS dental plans offered:

- (a) Kaiser Dental
- (b) Delta Dental Premier Plan 1
- (c) Delta Dental Premier Plan 5
- (d) Delta Dental Premier Plan 6
- (e) Delta Dental Exclusive PPO
- (f) Willamette Dental

2) OEBS vision plans offered:

- (a) Kaiser Vision
- (b) Moda Vision Opal
- (c) Moda Vision Pearl
- (d) Moda Vision Quartz
- (e) VSP Choice
- (f) VSP Choice Plus

F. MESD will pay \$350 per month for every Confidential Contract Employee agreeing to drop the district medical insurance plan, during open enrollment, subject to the limitations and conditions required by the insurance carrier. Such employee must provide evidence that they are covered by an alternative insurance plan.

G. Medical insurance contributions for part time (below 1,520 annual hours) will be prorated as follows:

- 1) 1,140 and more annual hours (0.745 FTE and above) – no pro-ration
 - 2) Below 1,140 annual hours (0.744 FTE and below) – 75% pro-ration.
- H. MESD will pay premiums for Life insurance (\$100,000), AD&D (\$100,000), and LTD insurance (up to \$8,000 monthly) for all Confidential Contract Employees.
- I. MESD will provide Workers' Compensation insurance coverage.

ARTICLE 05: ANNUAL PAID LEAVES

A. PAID HOLIDAYS

- 1) The following nine (9) days are recognized as paid holidays: New Year's Day, Martin Luther King, Jr. Holiday, Memorial Day, Juneteenth Holiday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

B. FLOATING HOLIDAYS

- 1) A minimum of two (2) floating holidays will be given to a Confidential Contract Employee.
- 2) One (1) additional floating holiday will be given for Confidential Contract Employee(s) who have been at the top salary step for at least one (1) year.
- 3) Additional floating holidays are available as options in ARTICLE 09:B.

C. PAID PERSONAL TIME OFF (PTO)

- 1) Seven (7) personal time off (PTO) days will be given to a full year Confidential Contract Employee.
- 2) PTO days will be prorated for Confidential Contract Employees hired after July 1st with less than 190 days in their contract. Proration is calculated based on the total contract days divided by 190, multiplied by 7 and rounded up to the nearest day unit.

For example: Start date is January 1, 2022. There are 129 workdays in the contract ending June 30, 2022. Total contract days of 129 divided by 190 days equals a .68 proration rate, multiplied by 7 equals 4.75. Rounded up, this equals 5 days of PTO.

- 3) The Confidential Contract Employee can use PTO in hourly increments without having to designate the reason. Notice to the immediate supervisor for the Confidential Contract Employee to take PTO shall be given as early as possible.

D. SICK LEAVE

- 1) Each Confidential Contract Employee will receive at least ten (10) days of sick leave at full pay each year, or one day per month employed, whichever is greater.

E. VACATION ELIGIBILITY AND LEAVE

- 1) Vacation leave will be given to Confidential Contract Employees on a 260-day schedule.

ARTICLE 06: LEAVE OF ABSENCE WITH PAY

- A. A Confidential Contract Employee may, upon application in writing and upon approval of the Superintendent or designee, obtain temporary non-accumulative leave of absence under provisions of this section and as provided by Oregon law. Provisions of this section shall apply from each July 1 to June 30

B. MILITARY LEAVE

- 1) A regularly employed Confidential Contract Employee who is a member of the National Guard or of any reserve component of the United States shall be granted a leave of absence from their duties for a period not exceeding fifteen (15) calendar days in any one (1) calendar year without the loss of time, pay or regular leave, and without impairment of merit rating or other rights or benefits to which he/she is entitled. Notwithstanding this provision, the Confidential Contract Employee is required to have been employed by the MESD for a period of six (6) months preceding their application for such military leave; otherwise, such leave shall be without pay.
- 2) Such leave shall be granted only when the Confidential Contract Employee has received bona fide orders to active or training duty for a temporary period.
- 3) The leave shall not be paid if the Confidential Contract Employee does not return to their position as soon as practicable, not to exceed five (5) calendar days following the expiration of the period for which he/she was ordered to duty.
- 4) The Confidential Contract Employee shall notify the immediate supervisor at least ten (10) days prior to the commencement of active military service.

C. JURY DUTY

- 1) Any Confidential Contract Employee may be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such Confidential Contract Employee for the period of absence shall be reduced by the amount paid as compensation for jury service.

D. COURT APPEARANCES

- 1) A Confidential Contract Employee who appears before a court, legislative committee or other judicial or quasi-judicial body as a witness in response to a valid subpoena or other enforceable direction by proper authority shall be granted leave for such appearance, provided that the salary paid to such Confidential Contract Employee shall be reduced by an amount equal to that received by such Confidential Contract Employee as witness fees. This provision shall not apply in a situation where the Supervisory/employee(s) is a complainant in a case against the MESD.

ARTICLE 07: COMPLAINT/GRIEVANCE PROCEDURE

Confidential Contract Employee(s) will use Board Policy GBM-AR - Staff Complaints, for resolution of Confidential Contract Employee grievances and complaints. For clarification:

Step 1: Confidential Contract Employee(s) will speak to their immediate supervisor. If the complaint/grievance is against their immediate supervisor, they will begin the process at Step 2. If not resolved at Step 1, the process will move to Step 2.

Step 2: Confidential Contract Employee(s) will select a Cabinet Director who is not their supervisor to hear their complaint/grievance. If not resolved at Step 2, the process will move to Step 3.

Step 3: Confidential Contract Employee(s) will request a hearing with either the Superintendent or Chief Operating Officer. If not resolved at Step 3, the process will move to Step 4.

Step 4: Confidential Contract Employee(s) will request a hearing with the Board of Directors.

ARTICLE 08: PERSONNEL FILE

- A. Each Confidential Contract Employee shall have the right, upon request, to review the contents of their file.
- B. Upon written request, the MESD shall provide photocopies of any documents placed in the personnel file. Cost of copies shall be borne by the Confidential Contract Employee.
- C. A Confidential Contract Employee shall have the opportunity to write a letter of rebuttal to any document in their file. Such a letter shall be placed in the file.
- D. A Confidential Contract Employee(s) shall be provided a copy of any written material intended for inclusion in the Confidential Contract Employee's file.
- E. A Confidential Contract Employee may request that a disciplinary document over two (2) years old be removed from their personnel file. The MESD will consider such request, and if the Superintendent, or designee, agrees, such document may be removed.

ARTICLE 09: ADDITIONAL BENEFITS

- A. MESD will offer the Section 125 Flexible Benefits Plan:
 - 1) Premium only pre-tax payroll deduction
 - 2) Dependent day-care pre-tax payroll deduction
 - 3) Health care spending account

- B. Each Confidential Contract Employee may select one (1) (combinations are not allowed) of the following options for each year:
- 1) \$1,000 MESD-paid contribution to the Confidential Contract Employee's Section 125 Flexible Benefits Plan (child care); or
 - 2) \$1,000 MESD paid contribution to the Confidential Contract Employee's HSA (Health Savings Account); or
 - 3) \$500 MESD-paid contribution to the Confidential Contract Employee's Section 125 Flexible Benefits Plan (health care) or Confidential Contract Employee's HSA (Health Savings Account) and one floating holiday; or
 - 4) An additional two (2) floating holidays, for a total of four (4) floating holidays.
- C. MESD will pay PERS/OPSRP contributions, including payment of the Confidential Contract Employee's six percent (6%) "pick-up" contribution.

ARTICLE 10: TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT

- A. Current tuition reimbursement/prepayment options which is as follows:
- 1) The tuition account will be funded with \$35,000 for each year of the contract.
 - 2) Confidential Contract Employee(s) are allowed to be reimbursed for 24 credits over a three (3)-fiscal year period.
 - 3) Reimbursement will be at the per quarter credit rate at Portland State University regardless of the institution to which the tuition is paid. If the amount of tuition is less than this amount, then the amount to be reimbursed would be the lesser amount. Only the cost of tuition is reimbursable, and not any other fees, books or materials.
 - 4) MESD will reimburse the entire amount for tuition as soon as approval is received and the class has been completed, unless prepayment has been requested.
 - 5) Classes that are related to the position and are not awarding college credit are reimbursed at the cost to attend the class/conference/workshop, and not any other fees, books, materials or travel.

ARTICLE 11: REOPEN

The parties will reopen the Confidential Contract process if significant changes in MESD funding occur during the term of this Agreement.

MESD – Confidential Contract Employee Confer Consult Agreement
July 1, 2021 through June 30, 2024

EXECUTION/SIGNATURES

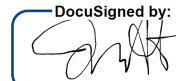
This Agreement is signed this 30th day of September 2021, upon the action of the Multnomah Education Service Board of Directors under Resolution 21-033 – Approval of the 2021-2024 Confidential Contract Employee Agreement, by the undersigned officer(s) by the authority of and on behalf of the Multnomah Education Service District Board of Directors and the representatives of the Confidential Contract Employees.

**FOR THE CONFIDENTIAL
CONTRACT EMPLOYEES**

FOR THE MESD

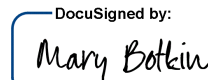
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Confidential Contract Employees

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Kealani Balfour
Confidential Contract Employees

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Mary Botkin
Board Director
Board Bargaining Representative

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Dan Cohnstaedt
Confidential Contract Employees

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Paul Coakley
Superintendent Dr. Coakley

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Jamie Smith
Confidential Contract Employees

APPENDIX A – SALARY SCHEDULES

FY 2022 DAILY AMOUNT (Based on 8 hrs/day)
 2.50% COLA

FULL NAME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN EMPLOYEE	ADM01	\$ 355.23	\$ 369.44	\$ 384.22	\$ 399.59	\$ 415.57	\$ 432.19	\$ 449.48	\$ 467.46
VP/ASST PRINCIPAL/SUPV I	ADM02	373.00	387.92	403.44	419.57	436.35	453.81	471.96	490.84
SUPERVISOR II	ADM03	382.33	397.62	413.53	430.07	447.27	465.16	483.76	503.11
PRINCIPAL	ADM04	401.44	417.50	434.20	451.56	469.62	488.41	507.95	528.26
SR PROGRAM ADMINISTRATOR	ADM05	411.48	427.94	445.06	462.86	481.37	500.63	520.66	541.49
DIRECTOR	EXE01	452.62	470.72	489.55	509.13	529.49	550.67	572.70	595.61
DIRECTOR II - ADDL DUTIES	EXE02	486.57	506.03	526.28	547.33	569.22	591.99	615.67	640.30
CHIEF OFFICER/DEPUTY SUPT	EXE03	486.57	506.03	526.28	547.33	569.22	591.99	615.67	640.30

FY 2023 DAILY AMOUNT (Based on 8 hrs/day)**
 2.50% COLA

FULL NAME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN EMPLOYEE	ADM01	\$ 364.11	\$ 378.68	\$ 393.83	\$ 409.58	\$ 425.96	\$ 442.99	\$ 460.72	\$ 479.15
VP/ASST PRINCIPAL/SUPV I	ADM02	382.33	397.62	413.53	430.06	447.26	465.16	483.76	503.11
SUPERVISOR II	ADM03	391.89	407.56	423.87	440.82	458.45	476.79	495.85	515.69
PRINCIPAL	ADM04	411.48	427.94	445.06	462.85	481.36	500.62	520.65	541.47
SR PROGRAM ADMINISTRATOR	ADM05	421.77	438.64	456.19	474.43	493.40	513.15	533.68	555.03
DIRECTOR	EXE01	463.94	482.49	501.79	521.86	542.73	564.44	587.02	610.50
DIRECTOR II - ADDL DUTIES	EXE02	498.73	518.68	539.44	561.01	583.45	606.79	631.06	656.31
CHIEF OFFICER/DEPUTY SUPT	EXE03	498.73	518.68	539.44	561.01	583.45	606.79	631.06	656.31

FY 2024 DAILY AMOUNT (Based on 8 hrs/day)**
 2.25% COLA

FULL NAME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN EMPLOYEE	ADM01	\$ 372.30	\$ 387.20	\$ 402.69	\$ 418.80	\$ 435.54	\$ 452.96	\$ 471.09	\$ 489.93
VP/ASST PRINCIPAL/SUPV I	ADM02	390.93	406.57	422.83	439.74	457.32	475.63	494.64	514.43
SUPERVISOR II	ADM03	400.71	416.73	433.41	450.74	468.77	487.52	507.01	527.29
PRINCIPAL	ADM04	420.74	437.57	455.07	473.26	492.19	511.88	532.36	553.65
SR PROGRAM ADMINISTRATOR	ADM05	431.26	448.51	466.45	485.10	504.50	524.70	545.69	567.52
DIRECTOR	EXE01	474.38	493.35	513.08	533.60	554.94	577.14	600.23	624.24
DIRECTOR II - ADDL DUTIES	EXE02	509.95	530.35	551.58	573.63	596.58	620.44	645.26	671.08
CHIEF OFFICER/DEPUTY SUPT	EXE03	509.95	530.35	551.58	573.63	596.58	620.44	645.26	671.08

** A professional compensation study completed in FY 2022 may result in salary schedule changes in FY 2023 and FY 2024.

APPENDIX B – CONFIDENTIAL CONTRACT EMPLOYEES STAFFING

- A. The recommended Staff to Supervisor ratio is 2-20 Staff : 1 Supervisor/Administrator
- B. Director (Top Level Executive): This is the highest paid supervisor. This employee has authority, in the interest of the MESD, to hire, transfer, suspend, lay off, recall, promote, discharge, direct, reward or discipline employees, or to adjust employee grievances in their area. Position requires consistent exercise of the individual judgment. Employee sets goals for department and/or agency and directs employees to achieve the goals. Employee has financial responsibility. A Director II has additional responsibilities that would otherwise be performed by an additional high-level employee. For example, the Director of Human Resources also fulfilling the duties of the agency's Legal Council would be classified as a Director II.
- C. Senior Program Administrator: Supports the program Director by performing administrative duties related to planning, directing and coordinating both the program and operational activities of the department. They also provide coordination between the department and other departments or outside administrative offices. This position was formerly titled Coordinator.
- D. Principal: The principal is the chief administrative leader of the school, and as such assumes full responsibility for all aspects of the school, which includes establishing an instructional vision and a focused plan for improving student achievement; monitoring and supervising instruction; supporting teachers and educational assistants in improving their instructional practice; creating a community of continuous, equitable learning for all staff and students; and fostering a climate of high expectations for all staff and students. The principal will use necessary leadership, supervisory and administrative skills so as to promote the educational development of each student to their fullest potential. Use of independent judgment and decision making is required in matters not having established rules, regulations or policies.
- E. Vice-Principal: The vice, or assistant, principal is an instructional leader, responsible for supporting the district and the Principal's instructional vision. The vice/assistant principal will actively support the Principal in all aspects of their duties.
- F. Supervisor: Supervisors are responsible for carrying out the goals set by top management. They do so by setting goals for their programs. They have the authority to direct employees and to recommend the hire, transfer, suspension, discharge, reward or discipline of employees. Supervisors are responsible for the daily management of line employees – the employees who actually perform the service. These are the managers that most employees interact with on a daily basis. The duties and responsibilities include personnel responsibility and HR responsibility. They usually supervise a small group of employees doing the same or similar work. A Supervisor II has more staff and/or responsibility over a greater area than a Supervisor I.
- G. Administration Employee: Administration employees possess authority to formulate and carry out administrative decisions or who represents administration's interest by taking or effectively recommending discretionary actions that control or implement MESD policy, and who has discretion in the performance of these administrative responsibilities beyond the routine discharge of duties. An administration employee need not act in a supervisory capacity in relation to other employees. Administration employees generally report directly to the Superintendent or an Executive Director.