SCHOOL DISTRICT #1J, MULTNOMAH COUNTY

RETENTION BONUS PROGRAM

THIS SCHOOL DISTRICT #1J, MULTNOMAH COUNTY RETENTION BONUS PROGRAM (the "Program") is adopted effective November 1, 2021 (the "Effective Date") by School District #1J, Multnomah County (hereinafter "PPS"). PPS hereby establishes the Program to provide selected employees of PPS an opportunity to receive taxable retention bonuses, subject to the terms and conditions of the Program.

SECTION 1

DEFINITIONS

The terms when used herein which are defined in Section 1 of the Program shall have the same meaning as therein defined, and the following additional terms shall have the following meanings, unless a different meaning is plainly required by the context. Capitalized terms are used throughout the Program text for terms defined by this and other sections.

- 1.1 <u>Administrator</u>. "Administrator" means the Chief Human Resources Officer or its delegate.
- 1.2 <u>Participant</u>. "Participant" means an eligible employee entitled to a Retention Bonus under the Program.
- 1.3 <u>Program</u>. "Program" means the School District, Multnomah County #1J Retention Bonus Program in its present form or as amended from time to time.
- 1.4 <u>Retention Date</u>. "Retention Period" means the First Retention Date or the Second Retention Date, as applicable.
- 1.5 <u>Retention Payment</u>. "Retention Payment" means any of the First Retention Payment or Second Retention Payment, as applicable.
- 1.6 <u>Retention Period</u>. "Retention Period" means the period from the Effective Date of the Program through the applicable Retention Date.

SECTION 2

ELIGIBILITY

- 2.1 <u>Eligible Classes</u>. The Administrator shall designate in Appendix A the job classifications of employees eligible for the Program based on areas of acute need.
- 2.2 <u>Eligibility Requirements</u>. To be eligible to participate in the Program and receive a Retention Bonus, an employee of PPS must meet all of the following criteria:

- Be employed with PPS in a job classification listed in Appendix A;
- Be actively and continuously at work in-person at a school or other worksite during the Retention Period;
- Not be on an unprotected leave of absence for any reason during the Retention Period; and,
- Agree to observe all rules and procedures established by the Administrator for administering the Program and abide by all decisions of the Administrator in the construction and administration of the Program.

SECTION 3

BONUS PAYMENTS

- 3.1 <u>Bonus Payments</u>. Participants have the opportunity to receive certain retention bonuses (each, a "Retention Bonus"), subject to the following:
 - Subject to a Participant remaining continuously and actively at work with PPS through January 27, 2022 (the "First Retention Date"), such Participant shall be entitled to receive the amount specified for the Participant's job classification in Appendix A (the "First Retention Bonus"); and
 - Subject to a Participant receiving the First Retention Bonus and remaining continuously and actively at work with PPS through the end of the 2021-2022 school year (the "Second Retention Date"), such Participant shall be entitled to receive the amount specified for the Participant's job classification in Appendix A (the "Second Retention Bonus").

The maximum amount of a Retention Bonus shall be prorated for Eligible Employees who work less than a 1.0 FTE schedule and for the portion of the Retention Period in which an Eligible Employee is on a protected leave of absence.

- 3.2 <u>Time of Payment</u>. Each Retention Bonus shall be paid as soon as practicable after, but in no event later than, the second payroll date immediately following the applicable Retention Date that corresponds to such Retention Bonus.
- 3.3 <u>Termination and Forfeiture</u>. If a Participant ceases to be employed by PPS or ceases to meet all of the eligibility criteria in 2.2 above prior to a Retention Date, such Participant shall forfeit his or her eligibility for any and all future Retention Bonus payments under the Program.

SECTION 4

GENERAL

4.1 <u>Administration</u>. The Administrator shall interpret the Program and prescribe such rules and procedures in connection with the operation of the Program as it shall deem to be necessary

and advisable for the administration of the Program consistent with the purposes of the Program. All designations, determinations, interpretations and other decisions under or with respect to the Program shall be within the sole discretion of the Administrator, may be made at any time, and shall be final, conclusive, and binding upon all persons, including the Participants (as defined below).

- 4.2 <u>Amendment and Termination</u>. PPS retains the discretion to amend, modify, suspend or terminate this Program at any time.
- 4.3 <u>No Right of Participation or Employment</u>. Except as set forth herein, no person shall have any right to participate in the Program. Neither the Program nor any Retention Bonus awarded hereunder shall confer upon any person any right to continued employment by or service to PPS or affect in any manner the right of PPS to terminate the employment or service of any person at any time without liability hereunder.
- 4.4 <u>Withholding</u>. PPS will withhold from any amounts paid under the Program any income tax or other amounts as required by law, including any mandatory contributions under PERS or OPSRP.

IN WITNESS WHEREOF, PPS has adopted the Program as of the Effective Date.

School District Number #1J, Multnomah County Oregon

By:____

Title: Chief Human Resources Officer

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APPENDIX A

ELIGIBLE JOB CLASSIFICATIONS AND RETENTION BONUS AMOUNTS

The Administrator has designated the following employee job classifications as eligible to participate in the Program to receive Retention Bonus payments in the amount specified for the job classification below if all of the terms and conditions of the Program are otherwise met:

Classification	Employee	First Retention Bonus -	Second Retention Bonus -
	Group	January 27	June 15
SPED - Paraeducators	PFSP	\$1,500	\$1,500