

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THREE RIVERS / JOSEPHINE COUNTY UNIT SCHOOL BOARD  
AND  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS (ATRA)  
EXPIRES ~~JUNE 30, 2017~~ JUNE 30, 2021**

The following terms and conditions apply to all District Directors mutually agreed to be covered as members of this Memorandum of Agreement. Specifically, Director of Special Education, Director of K-8 Education, Director of High School Education, and the Director of Human Resources.

- 1.0 Duties** – Duties shall be as assigned by the District Superintendent. For the duration of this contract, Directors shall devote full time, skill, labor and attention to District assignments. Directors must obtain prior Superintendent approval before accepting any offers of outside employment or consulting work. Directors shall perform assigned responsibilities in accordance with the laws of the state of Oregon, the Oregon Administrative Rules and written school District policies and school District administrative regulations, procedures and directives. Directors are expected to work on policy, procedure, curriculum, negotiations, budget and other issues as assigned.
- 2.0 Hours** – The Director shall maintain sufficient on-site hours consistent with the needs of the District Office Building and general operations of the school district. Directors are required to attend school board, budget committee and other meetings and activities at the direction of the Superintendent.
- 3.0 Work Year** – All Directors will work a twelve (12) month work-year from July 1 through June 30.

All Directors are responsible for the operation of their departments on all days during their work year. They are expected to be present in their departments when staff are working as well as attend all district meetings that apply to their position, duties or responsibilities. Directors may be called back to duty by the Superintendent and/or Board at any time including weekends, holidays, or vacation breaks as deemed necessary or in case of an emergency.

If the Director does not complete his/her work year with the district, the Director's final check shall be prorated to account for actual days worked.

- 4.0 Compensation** – Salary for will be determined by the attached salary schedule. This amount shall be paid in 12 equal monthly payments. Payday shall be the 20<sup>th</sup> of each month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday.

**4.1 Step Increase**

Step increases will continue to be honored per the attached salary schedule.

**4.1.2 Salary**

The ATRA Salary Schedule will be built off of the highest licensed teacher's' daily rate plus .5% as the base for each year of the contract. Each level of the administrator salary schedule increases by an AF (Adjustment Factor based on level of responsibility) as a percentage increase from the base admin salary (*highest licensed salary X 1.005*). This base salary is dependent on the the highest licensed salary and will increase with the licensed salary schedule, dependent on future salary increases, so that no member of the licensed bargaining unit will have a higher daily rate than an ATRA member.

**4.2 PERS Pick-Up**

**4.2.1** The District shall pick-up, assume and pay a six percent (6%) employee contribution to the public employee's retirement fund for the employee members then participating in the Public Employees Retirement System.

**4.2.2** The full amount of required employee contributions picked-up or paid by the District on behalf of employees pursuant to this Agreement shall be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such picked-up or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

**5.0** **Leaves of Absence** – The Director has the responsibility of notifying the Superintendent when he or she will be out of the District; regardless of reason.

**5.1 Compensatory Leave Day** - Due to the demands of the profession of district administration, Directors, at the discretion of the Superintendent, may be granted up to four (4) compensatory leave days during a yearly contract period. The compensatory time may be taken during their work year. Compensatory day requests may not exceed more than two (2) days per request or more than two (2) days in the same week. Compensatory days must be taken in the contract year it was accrued. The Superintendent will be notified in writing prior to leave taken and will also be advised to where the administrator may be reached in case of an emergency.

**5.2 Sick Leave - School Board Policy**

The District will allow each administrative employee one day sick leave for every month worked, based on a twenty (20) work day month, to a maximum of twelve (12) days per year at full pay and shall accumulate to a maximum as provided by law. All sick leaves allocated under SB454 and ORS 332.507 will run concurrently.

Sick leave may be taken for your own illness, injury or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Sick leave may be taken for other reasons as provided by statute.

**5.2.1 Sick Leave Bank**

1. The sick leave bank is intended to provide employees with paid time in the event of a "serious health condition" that makes the employee unable to perform the functions of their position once they have used all accumulated paid time off. Participation in the Sick Leave Bank is voluntary.
2. Serious Health Condition: Any illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continued treatment by a health care provider. This does not include illnesses that are considered normal and routine such as colds, flu, etc.
3. While the sick leave bank will be established as of 12-1-10 for those administrators who have joined the Sick Leave Bank, as of July 1, 2011 one (1) day of sick leave shall be transferred to the bank each October. The Human Resources Office shall maintain a record of contributions and withdrawals from the sick leave bank. During July of each year a record of the prior fiscal year sick leave bank calculations will be given to ATRA upon request.

4. Eligibility:
  - (a). Must be an employee covered by the terms of this Agreement
  - (b). Must first complete four (4) months of continuous service with the District prior to joining and presenting a claim.
  - (c). Sick leave bank time can be utilized only in cases of employee medical absences (as defined above) which involve an initial minimum of five (5) consecutive working days. Once the employee is absent from work for a period of five (5) consecutive working days, coverage will be effective as of the day that the employee has utilized all of their own accumulated paid time off. In cases involving a chronic recurring condition once the employee has met the initial qualification period they would be entitled ongoing pay from the sick leave bank with medical documentation of the continued condition.
  - (d). Employees must provide medical documentation from his/her treating physician indicating medical necessity to be away from work to the Director of Human Resources, who will approve or deny the request. This must contain at minimum the date of first treatment and date of projected availability to return to work.
5. Employees will be eligible for up to twenty (20) days of sick leave bank days each year of this agreement.
6. Maternity leave, with the exception of sick pregnancy or sick child leave, is not a qualifying event for the sick leave bank.

**5.3 Personal Leave** - Personal leave shall be allowed up to three (3) days per school year with full pay, usable in not less than one-half (1/2) day portions. The three (3) days shall not be deducted from sick leave and are not cumulative. The granting of such leave shall be subject to the following conditions:

**5.3.1** The purpose of the three (3) days personal leave is to care for matters of a serious personal or business nature or a serious illness in the immediate family which cannot be done other than during school hours. Personal leave shall not be used as recreation or vacation leave, to extend a vacation period, or to serve as a litigant or witness against the District, or for personal illness if the administrator has accrued sick leave.

**5.3.2** Personal leave should be approved at least five (5) days in advance by the Superintendent whenever such prior approval is feasible. In those instances where leave is taken without prior approval and which qualify as personal leave as described in section 5.3.1, the administrator shall apply for such personal leave within five (5) days upon return to service. Leave requested shall be submitted per the District's absence procedure.

**5.3.3** In requesting personal leave, the administrator need only state the nature of the matter to be taken care of (medical, legal, family illness, etc.).

**5.4 Jury Duty** - An administrator will receive full pay from District when accepting the civic responsibility of service on juries. The administrator's pay will be reduced by an amount equal to jury duty salary.

- 5.5 **Professional Leave** - When requested or approved by the Superintendent, administrators who attend professional workshops and/or school visitations will be granted Professional Leave.
- 5.6 **Court Appearance** - Leave will be granted with pay for court appearances when the administrator is summoned on behalf of the District.
- 5.7 **Bereavement Leave** - The District shall grant leave with pay not to exceed three (3) days per school year to teachers for the death of a member of the immediate family if the funeral is in Oregon. Said leave shall commence upon request of the teacher. Immediate family shall be interpreted to mean teacher's mother, father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, or grandparent. Two additional days shall be granted if the funeral occurs outside the state of Oregon. In the event emergency conditions arise, an extension of this leave shall be determined upon individual circumstances by the Superintendent. Additional bereavement leave may be available provided the employee meets the requirements set forth by the Oregon Family Leave Act.

Bereavement leave shall not be accumulated from year to year.

5.8 **Vacation Schedule** – Directors will have 20 days of vacation per work year. Directors shall be paid at the end of the fiscal year for up to ten days unused vacation time. This is computed by dividing annual salary by the number of contract days.

6.0 **Holidays** – The following is the holiday schedule for Directors. All holidays are paid, unless otherwise noted: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day after Christmas, New Year's Day, Martin Luther King Jr. Day (**unpaid**), President's Day, Memorial Day.

## 7.0 **Expense Reimbursement**

7.1 **Expenses** - Expenses incurred by administrators working on committees or functioning as representatives of the District, or at the request of the District, shall be reimbursed from District funds. An allowance for this function shall be placed in appropriate budget categories. Example: Curriculum development, teacher negotiations, classified negotiations, teacher recruitment, etc.

7.2 **Travel and Expenses** – Each Director shall receive a monthly stipend for the purpose of covering in-district travel expenses. This stipend shall be \$350 per month.

7.2.2 All out-of-District travel related to workshops or conferences shall receive prior approval by the Superintendent.

All travel expenses for administrators that are in compliance with District policy and administrative rules will be paid from travel funds at the District level.

7.3 **Professional Dues** - Each director will have their COSA dues, which includes one national administrative organization be paid for by the District. Dues payment for additional administrative organizations must be approved by the Superintendent in advance.

## 8.0 **Professional Development Fund**

A Professional Development Fund of \$9,600 will be established for this school year for all licensed administrators. The purpose of these funds is to support attendance at conferences, workshops, or seminars that have relevance to an administrator's professional growth plan. ~~Requests may be made for tuition reimbursement up to \$400.00 per person from the existing Professional Development Fund. Any funds not used or requested by January 31<sup>st</sup> will be made available for request by other ATRA~~

~~members for the purpose of professional development and maintaining licensure. Disbursement and requested funds amounts will be dependent on the number of requests and approved by the ATRA President, Vice President, and Treasurer. Any funds not used will carry over into the following budget eyele.~~ Directors will receive the \$400 per person during the December payroll from the existing Professional Development Fund.

**9.0 Early Retirement**

Directors will receive 7 years of current health insurance if the criteria of serving in an administrative capacity for seven years, or as a licensed teacher and administrator for eighteen or more years are met.

The insurance coverage shall cease:

- On the date a retiree receives notification of eligibility for unemployment payments from the District after filing with the State Employment Division.
- Upon re-employment in the field of public education.
- Upon receipt of comparable insurance coverage from another employer.
- Upon death of the retiree, spouse insurance coverage shall continue to the date the retiree would have reached age 65, or the surviving spouse reaches age 65, whichever comes first.

Any director hired after August 15, 2007 will not be eligible for any early retirement benefits.

**10.0 Health & Disability Insurance**

The District shall provide health insurance (medical, vision and dental) coverage to Directors. District contributions shall be the same as given to ATRA. Long term disability insurance will be provided at no cost to the employee.

**11. Liability Coverage**

The District shall maintain the coverage for General Liability and Umbrella Coverage for school leaders' errors and omissions and coverage for any tort claim pursuant to the provisions of the Oregon Tort Claim law.

**11.0 Terms of Agreement**

This Agreement shall be effective as of ~~July 1, 2015~~ July 1, 2017, shall be binding upon the Board and the Association of Three Rivers Administrators (ATRA), and shall remain in full force and effect through ~~June 30, 2017~~ June 30, 2021.

**12.0 Renegotiation**

Salary adjustments are contingent upon the stability of revenue assumption made by the District at the time of this Agreement. If, therefore, the distribution formula or levels of funding are reduced significantly, the salary schedule shall be continued at the prior year's level and negotiations on the issue of salaries shall begin immediately upon request of either party.

**FOR THE ADMINISTRATORS:**

---

Mark Higgins  
ADMINISTRATIVE REPRESENTATIVE  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS

---

Casey Alderson  
ADMINISTRATIVE REPRESENTATIVE  
ASSOCIATION OF THREE RIVERS ADMINISTRATOR

**FOR THE BOARD:**

---

Danny York  
BOARD CHAIR  
THREE RIVERS SCHOOL DISTRICT BOARD OF DIRECTORS

**APPENDIX A  
DIRECTORS' INSURANCE PACKAGE**

The Three Rivers/Josephine County School District will provide to all directors comprising the Administrative Team full family hospital/medical, dental, and vision care insurance. For 2017-2021, ATRA will receive an increase equal to the other bargaining groups if all groups increase at the same rate. If other groups increase at different rates, ATRA will receive the highest negotiated rate. ATRA also has the ability to agree to a rate increase in its own right or other insurance alternatives. In the event the Three Rivers/Josephine County School District enters into an insurance package agreement with the Three Rivers Education Association and/or the Oregon School Employees Association Chapter 22 / OSEA AFT Local 6732 that exceeds the ATRA compensation, the ATRA insurance package will be increased to reflect the same cap. Double-covered directors (those directors who have a spouse or domestic partner in either the administrator employee group or in another employee group) will be placed on a single plan, and this plan will be the highest level of benefit plan available in the district, and both employee insurance caps will be applied to the cost of the insurance plan.

**A. Standard Health/Insurance Plan**

<b>PLAN</b>	<b>BENEFIT</b>
Employee Group Life*	\$100,000
Employee Group Accidental Death and Dismemberment	\$100,000
Dependent Group Life	\$10,000 for spouse \$5,000 for each child
Long-term Disability	2/3 of monthly salary with a maximum of \$5000 per month. 90-day elimination period to age 65 for accident and illness.
Group Health	Coverage will be provided by Pacific Source for the first year of the contract-
Prescription Card	Coverage will be provided by PacificSource for the first year of the contract.
Group Vision	Coverage will be provided by LifeMap Assurance Company for the first year of the contract.

Group Dental

Coverage will be provided by PacificSource or Willamette Dental for the first year of the contract.

Group Orthodontia

Coverage will be provided by PacificSource or Willamette Dental for the first year of the contract.

---

\*Employee has option of purchasing additional life insurance beyond that provided by the District in the amount of \$200,000 guarantee issue or \$50,000 guarantee.

## **APPENDIX B ADMINISTRATOR SALARY SCHEDULE**

1. Incoming administrators may be granted full placement on the schedule for their administrative experience by the Superintendent not to exceed their total years of administrative experience.
2. District administrative positions will be reviewed by the Superintendent and Chairperson of the Administrative Negotiating Committee to assure proper responsibility index placement commensurate with tasks assigned a particular individual. Administrators new to the district will not be placed higher on the salary schedule than a current administrator with the same number of years' experience.
3. Salary Adjustment:
  - Percentage salary increases for the remainder of this agreement will be based on the highest certified teacher rate multiplied by 1.005 (.5%)
  - For the 17-18 school year, no administrator will be placed higher than step 8 on the salary schedule.