

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The Three Rivers Education Association/SOBC**  
**And**  
**The Three Rivers School District**  
**2017-2018**

**A. Intent of the parties:**

The District and Association both agree that it is cost effective to take steps to mitigate any additional expense due to increased PERS rates effective July 1, 2017.

**B. Terms:**

*Modification of Article 25 Section D:*

*Payday shall be the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless a teacher separates from the District at the end of a school year through resignation, retirement, or other personnel action; the remaining paychecks will continue throughout July and August unless otherwise requested in writing.*

**New Bridge teachers are unaffected by this change. Teachers not assigned to New Bridge will have two options for their summer pay.**

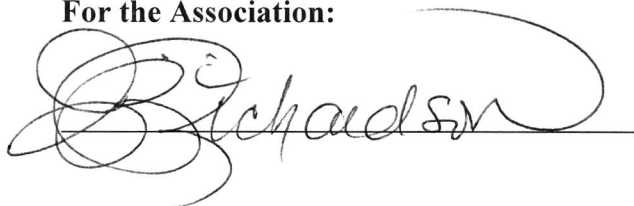
**1. Unless otherwise noted, teachers will receive their three paychecks in June, either as a direct deposit or as a paper check; whichever is the usual and recurring method of payroll.**

**2. If a teacher chooses, they may notify the District in writing, that they would prefer to receive their checks per the contract language above. In this instance, those teachers who are on direct deposit, will receive their July and August checks as paper checks; available for pick up on the regular payday of the month; and if not picked up, the checks will be mailed.**


**Those teachers who indicate in writing this option will revert back to direct deposit beginning with September's payroll.**

All other provisions of the collective bargaining agreement that are unaffected by this change, remain as written.

**For the Association:**

  
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**For the District:**

  
\_\_\_\_\_

3-23-17

ARTICLE 25  
PROFESSIONAL SALARIES

A. SALARY SCHEDULE

All teachers who are eligible to receive a step increase during the upcoming school year will receive that step as of July 1.

1. Salary Schedule – 2017-2018

The salary schedule for the 2017-2018 school year shall be determined by increasing the 2016-2017 Salary Schedule base by .75%.

2. Salary Schedule – 2018-2019

The salary schedule for the 2018-2019 school year shall be determined by increasing the 2017-2018 Salary Schedule base by .75%.

3. Salary Schedule – 2019-2020

The salary schedule for the 2019-2020 school year shall be determined by increasing the 2017-2018 Salary Schedule base by .75%.

- a. Those teachers who, as of January 1, each year, moved to the new Step 16 and have 16 years' experience with the Three Rivers School District, will receive a one-time Premium Service Stipend of \$500 to be paid on December's payroll in a separate check.
- b. Teachers who have completed or complete the National Board Certification while employed with the District will be paid a one-time bonus equal to \$1000.
- c. Those teachers who have provided official transcripts no later than September 15 of each school year, documenting the attainment of a Masters' Degree or a PhD, will receive the appropriate stipend noted on the salary schedule in Appendix A.

It may be necessary to reduce days during the term of this contract due to the State of Oregon failing to provide adequate funding. If furlough days become necessary, the salary increases above will occur; and both parties will mutually agree on what days to recommend for reduction, subject to bargaining and a Memorandum of Agreement.

B. EXTRA DUTY PAY AND EXTENDED CONTRACT

1. Salaries for extra duty assignments are as set forth in Appendix B. Salaries for extended contract assignments are as set forth in Appendix C.
2. An extra duty committee will be formed no later than September 15, 2017 in order to compare extra duty compensation with extra duty compensation in the region with districts of similar size. The committee will consist of equal numbers of Association members and District administrators. The extra duty committee shall make a recommendation to the bargaining team no later than December 15, 2017, well in advance of the budget cycle, for consideration for the subsequent years of this agreement.

- A. New teachers hired into the District shall be placed on the salary schedule at the discretion of the District; however, no new person shall receive a salary higher than a person currently employed with an equal number of hours and years of experience.

Payday shall be the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless a teacher separates from the District at the end of a school year through resignation, retirement, or other personnel action; the remaining paychecks will continue are available throughout July and August unless otherwise requested in writing. Teachers

**Tentative Agreement**  
**Article 25**  
**5/16/17**

not assigned to New Bridge will have two options for their summer pay, provided the following process is followed:—

1. Unless otherwise noted, teachers will receive their three paychecks in June, either as a direct deposit or as a paper check; whichever is the usual and recurring method of payroll.
2. If a teacher chooses, they may notify the District in writing, that they would prefer to receive their checks per the contract language above. In this instance, those teachers who are on direct deposit, will receive their July and August checks as paper checks; available for pick up on the regular payday of the month; and if not picked up, the checks will be mailed.

Those teachers who indicate in writing this option will revert back to direct deposit beginning with September's payroll.

E. Draws:

A monthly draw of 50 percent of monthly contracted salary shall be available to teachers who properly authorize such draws no later than the first Friday of the month. If the first Friday falls on nonworking day, authorization must be in the first working day after that Friday. Such draws shall be paid on the second Friday of each month, September through May. All draws shall be subject to the withholding of taxes as required by the Internal Revenue Code.

Three draws will be allowed without question. Emergency requests beyond the allowable three will be at the approval of the Superintendent or designee.

F. Any balance in the contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the teacher's contract term, provided all work is completed.

G. Prep Period Payment: In the event that it is necessary to regularly assign a class to a teacher during a prep period, the prep period will be purchased at 1/7<sup>th</sup> of the teacher's regular salary or 1/# of total periods in one day. (For example, if there are five (5) total student class periods in a day and the teacher teaches four (4) of the classes, they would be purchased at 1/5<sup>th</sup> of the teacher's total salary.) Each teacher shall have the right to elect not to take an assignment during their prep time without consequence.

H. Certification of earned credits for the purpose of horizontal movement on the salary schedule shall be made by official transcript and filed in the Superintendent's office on or before September 15, each year. Grade cards will be accepted pending receipt of the official transcript.

I. Each teacher shall be paid on the basis of twelve (12) equal monthly payments.

J. If a teacher is granted a leave without pay, for each day's absence the employee's salary shall be reduced by the pro rata daily rate of base pay.

Reduction in extra duty or extended contracts will be based on a pro rata amount of the numbers of days included in the particular assignment.

K. PERS /OPSRP PICK-UP

1. The District shall "pick-up" the six percent (6%) employee contribution required by PERS (Ch.238)/OPSRP (Ch. 238(a)). The parties agree that employee compensation has not been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

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**5/16/17**

2. The full amount of required employee contributions paid pursuant to Section K (1), above, shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
  
3. The provisions of Article 25 at Section K (1) and K (2) above shall not be reopened or modified and do not expire under Article 32, Term of Agreement.

For the Association: Trinity Maher Date: 5/31/17

For the District: Debbie Simons Date: 5/31/17

## ARTICLE 21

### INSURANCE

- A. The District agrees to provide access to ~~hospital/medical/pharmaceutical~~, dental, long term disability and vision care insurance for each employee. These provisions apply to both active and qualified retired employees.

~~Effective July 1, 2016, the District's contribution to insurance will be based on a composite rate on an insurance contribution from the District of \$1035 for the months of July, August and September, 2016.~~

~~Additionally, effective October 1, 2016, the District's contribution to insurance will be based on a tiered rate on an insurance contribution from the District of \$1035 for the 2016-2017 school year. Because the District is moving to tiered rates for billing based on family type, the District's contribution in the form of an insurance cap will be provided in a tiered format as well as noted below.~~

~~Employee Only \$475.00  
Employee/Spouse \$1,060.00  
Employee/Children \$885.00  
Family \$1,390.00~~

~~Those employees who are married to other Three Rivers School District Employees will receive the following tiered cap contribution from the District:~~

~~Preferred Employee/Spouse \$2,120.00  
Preferred Family \$2,780.00~~

Effective July 1, 2017, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2016-2017 District Insurance Contributions using the same proportions used to establish the 2016-2017 District Insurance Contributions.

Effective July 1, 2018, the District will increase its insurance contribution by \$25 per employee per month and apply that increase proportionately to the 2017-2018 District Insurance Contributions using the same proportions used to establish the 2017-2018 District Insurance Contributions. An additional \$5 per employee per month may be applied beginning July 1 provided the Association works collaboratively with the District to reduce the experience rate to an average of 85%, based on the time period of the time the contract is ratified and approved through June 30, 2018. In addition, the Association will encourage it's membership to increase it's participation in District sponsored wellness activities.

In an effort to encourage the Association in its effort to reduce it's health insurance experience rate; the District will contribute \$10 per month for those active licensed staff members who enroll in the **Active&Fit® Gym Membership Program** through PacificSource Health Plans beginning January 1, 2018 to support access to exercise at gyms and facilities across the country. If corporate accounts are available for Club Northwest and Planet Fitness, the District will contribute \$10 per month for active licensed staff members who have accounts there as well. This benefit is available to active licensed employees only; retirees are exempted from this benefit.

Effective July 1, 2019, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2018-2019 District Insurance Contributions using the same proportions used to establish the 2018-2019 District Insurance Contributions. If the State School Fund for the next biennium is allocated at \$8.7 billion dollars, the District and Association will have a single item reopener on insurance to negotiate up to an additional \$35 per employee per month.

**2016-2017 District Insurance Contributions**

Employee Only \$475.00  
Employee/Spouse \$1060.00  
Employee/Children \$885.00  
Family \$1420.00

**2017-2018 District Insurance Contributions**

Employee Only \$481.88  
Employee/Spouse \$1075.36  
Employee/Children \$897.83  
Family \$1440.58

**\*2018-2019 District Insurance Contributions**

Employee Only \$493.52  
Employee/Spouse \$1101.34  
Employee/Children \$919.51  
Family \$1475.38

**\*2019-2020 District Insurance Contributions**

Employee Only \$505.44  
Employee/Spouse \$1127.94  
Employee/Children \$941.72  
Family \$1511.01

\*Subject to change

- B. Retirees and active employees will be billed on a tiered rate.
- C. The choice and type of insurance and selection of insurance carriers will be made by TREA/SOBC. The TREA/SOBC agrees to consult with the District prior to making a decision. The decision will be made as soon as possible after all plans and prices have been provided to the TREA/SOBC representatives on the insurance committee, but no later than forty-five (45) days after presentation of initial insurance quotes. Multiple bids will be solicited from different insurance companies. It is further understood that the District's insurance broker will be allowed to communicate directly with the TREA/SOBC designated insurance representative.
- D. The District shall provide each employee with a copy of the schedule of benefits for the program in which the employee is enrolled.
- E. All coverage exclusions must be listed with full disclosure to all bargaining unit members. Any issues of contention shall be settled within 45 days.
- F. Temporary teachers shall not be eligible for insurance coverage until the first of the month following sixty (60) days of continuous employment.
- G. The District will provide a section 125 plan at no cost to the employees.

Tentative agreement November 20, 2017:

  
\_\_\_\_\_  
TREA

11/21/17

  
\_\_\_\_\_  
Debbie Simons, District

11-21-17


Dual Curriculum TA  
11/20/2017

DUAL CURRICULUM CLASSROOMS

Dual curriculum classrooms are those classrooms where more than one grade level of curriculum is being taught. For example, a teacher may be assigned a 3/4 classroom, instructing both 3rd and 4th grade students. Teachers may use their professional judgment to blend core instruction. Additional planning time will be allocated up to a maximum of twenty-four (24) hours for those teachers assigned to teach two grade levels at the elementary level. If a teacher teaching a dual curriculum classroom needs additional planning time, he/she shall contact the building principal. Additional time shall be authorized by the building administrator(s) after discussion with the teacher.

The size of a class should be limited to the number of students a teacher can reasonably and effectively be expected to teach in an eight (8) hour day. The parties agree to set a plan to establish class size limits and will jointly lobby for funding for class size reductions.

Tentative agreement November 20, 2017:

  
\_\_\_\_\_  
Tim Mohr, Association  
11/21/17

  
\_\_\_\_\_  
Debbie Simons, District 11-21-17

11-15-71  
James B. Smith

11-15-71  
James B. Smith



ARTICLE 25  
PROFESSIONAL SALARIES

A. SALARY SCHEDULE

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- a. Those teachers who, as of January 1, each year, moved to the new Step 16 and have 16 years' experience with the Three Rivers School District, will receive a one-time Premium Service Stipend of \$500 to be paid on December's payroll in a separate check.
- b. Teachers who have completed or complete the National Board Certification while employed with the District will be paid a one-time bonus equal to \$1000. *1000\$*
- c. Those teachers who have provided official transcripts no later than September 15 of each school year, documenting the attainment of a Masters' Degree or a PhD, will receive the appropriate stipend noted on the salary schedule in Appendix A.

It may be necessary to reduce days during the term of this contract due to the State of Oregon failing to provide adequate funding. If furlough days become necessary, the salary increases above will occur; and both parties will mutually agree on what days to recommend for reduction, subject to bargaining and a Memorandum of Agreement.

B. EXTRA DUTY PAY AND EXTENDED CONTRACT

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2. An extra duty committee will be formed no later than ~~September~~ <sup>January</sup> 15, 2017 in order to compare extra duty compensation with extra duty compensation in the region with districts of similar size. The committee will consist of equal numbers of Association members and District administrators. The extra duty committee shall make a recommendation to the bargaining team no later than ~~December~~ <sup>March</sup> 15, 2017, well in advance of the budget cycle, for consideration for the subsequent years of this agreement. *805\$*

- C. New teachers hired into the District shall be placed on the salary schedule at the discretion of the District; however, no new person shall receive a salary higher than a person currently employed with an equal number of hours and years of experience.

Payday shall be the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless a teacher separates from the District at the end of a school year through resignation, retirement, or other personnel action; the remaining paychecks will continue are available throughout July and August ~~unless otherwise requested in writing.~~ Teachers

## Final Tentative Agreement

### Article 25

11/20/2017

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Three draws will be allowed without question. Emergency requests beyond the allowable three will be at the approval of the Superintendent or designee.

#### F. Any balance in the contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the teacher's contract term, provided all work is completed.

#### G. Prep Period Payment: In the event that it is necessary to regularly assign a class to a teacher during a prep period, the prep period will be purchased at 1/7<sup>th</sup> of the teacher's regular salary or 1/# of total periods in one day. (For example, if there are five (5) total student class periods in a day and the teacher teaches four (4) of the classes, they would be purchased at 1/5<sup>th</sup> of the teacher's total salary.) Each teacher shall have the right to elect not to take an assignment during their prep time without consequence.

#### H. Certification of earned credits for the purpose of horizontal movement on the salary schedule shall be made by official transcript and filed in the Superintendent's Department of Human Resources' office on or before September 15, 2010, each year. Grade cards will be accepted pending receipt of the official transcript. In the event a summer session does not end to allow transcripts to be provided by the September 10 deadline, an extension may be granted by the Director of Human Resources upon proof of the end of the summer session.

#### I. Each teacher shall be paid on the basis of twelve (12) equal monthly payments.

#### J. If a teacher is granted a leave without pay, for each day's absence the employee's salary shall be reduced by the pro rata daily rate of base pay.

Reduction in extra duty or extended contracts will be based on a pro rata amount of the numbers of days included in the particular assignment.

#### K. PERS /OPSRP PICK-UP

1. The District shall "pick-up" the six percent (6%) employee contribution required by PERS (Ch.238)/OPSRP (Ch. 238(a)). The parties agree that employee compensation has not been reduced in order to generate the funds needed to make these employee

**Final Tentative Agreement**

**Article 25**

**11/20/2017**

contributions; the employer will file any required notices with the Public Employees Retirement Board.

2. The full amount of required employee contributions paid pursuant to Section K (1), above, shall be considered as "salary" with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
3. The provisions of Article 25 at Section K (1) and K (2) above shall not be reopened or modified and do not expire under Article 32, Term of Agreement.

For the Association: Jim Mha Date: 11/21/17

For the District: Abbie Simons Date: 11-21-17

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The Three Rivers Education Association/SOBC**  
**And**  
**The Three Rivers School District**  
**2017- 2018**

**A. Insurance**

The District agrees to provide access to hospital/medical, dental, long term disability and vision care insurance for each employee. These provisions apply to both active and qualified retired employees.

Effective July 1, 2017, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2016-2017 District Insurance Contributions using the same proportions used to establish the 2016-2017 District Insurance Contributions. The rates for the 2017-2018 school year will be:

**2017-2018 District Insurance Contributions**

Employee Only \$481.88  
Employee/Spouse \$1075.36  
Employee/Children \$897.83  
Family \$1440.58

Rates for the 2018-2019 and 2019-2020 school years will be negotiated through the full bargaining process.

**B. SALARY SCHEDULE**

All teachers who are eligible to receive a step increase during the upcoming school year will receive that step as of July 1.

1. Salary Schedule – 2017-2018

The salary schedule for the 2017-2018 school year shall be determined by increasing the 2016-2017 Salary Schedule base by .75%.

**B. Terms of the Agreement**

1. The parties agree to begin these provisions of the collective bargaining process to begin immediately upon signature while other provisions of the contract continue to be bargained.
2. This Memorandum of Agreement shall be considered a modification to the Collective Bargaining Agreement.
  - a. All provisions of the Collective Bargaining Agreement not modified by this Memorandum of Agreement shall remain in full force and effect.
3. This Memorandum of Agreement shall become effective upon signature of the parties and shall be included into the final collective bargaining contract when that process is concluded.
4. This MOA is a legal and binding addendum to our existing 2016-2017 bargaining agreement and shall be subject to the same grievance procedures.
5. The parties agree that this Memorandum shall not be used as an argument for precedence in the future.

**FOR THE ASSOCIATION:**

  
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Tim Mohr, TREA Bargaining Chair

**FOR THE DISTRICT:**

  
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Debbie Simons, HR Director