

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THREE RIVERS SCHOOL DISTRICT  
AND  
OREGON SCHOOL EMPLOYEES ASSOCIATION**

Recitals

The Three Rivers School District (District) and Oregon School Employees Association, Chapter 22 (OSEA) enter into the following agreement relating to the transfer of the New Bridge High School program to Grants Pass School District. Having bargained to completion, the parties agree as follows:

Agreement

Upon transfer of the New Bridge High School program to Grants Pass School District, the following terms and conditions will apply to the Employees listed on Attachment A ("Affected Employees") for the remainder of their employment with the District:

1. Employment Status. Affected Employees' employment with Three Rivers School District shall end on June 30, 2023. Affected Employees will become employees of Grants Pass School District on July 1, 2023 (the "Transfer Date") and will be subject to the provisions of ORS 236.605 concerning the transfer of public employees. The parties acknowledge that, after the Affected Employees separate from employment with the District, OSEA will no longer serve as their exclusive representative, and that the "designated representative" referred to in this paragraph is not OSEA.
2. Health Benefits. Affected Employees' health benefits with District will end on June 30, 2023, and are governed by ORS 236.610. No later than July 1, 2023, the Affected Employees will be eligible to participate in Grants Pass's health benefits plan.
  - a. The District will transmit the amount of money paid on behalf of each employee towards health insurance as part of the total compensation.
3. Seniority & Staffing. The District will transmit to Grants Pass School District a list of the seniority dates for the Affected Employees by the Transfer Date. The parties agree that the seniority dates listed on Attachment A are true and correct.

New Bridge staff have the option of staying on with the District in a similar position for which they are qualified per the CBA. Staff must notify the Three Rivers School District Human Resource Director by May 19<sup>th</sup>, 2023 of their intent to stay employed in Three Rivers or if they intend to stay employed by the receiving district and New Bridge.

Affected employees may return to Three Rivers School District after one school year. Upon return they will retain seniority minus the time as an employee of Grants Pass School District. Returning employees will be considered as "continuously employed" but will not have bumping rights. Returning Affected Employees will be eligible for the equivalent position held at New Bridge High School or any open position they are qualified for. Employees must notify Three Rivers School District no later than March 1, 2024, of their intent to return to TRSD employment after the 2023-2024 school year.

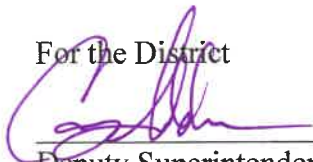
4. Salary on Transfer. The parties agree that the 2023-24 rates of pay listed on Attachment A accurately reflect the hourly rate that the employees would have earned if employed by the District and include any longevity stipends earned as per the CBA. The District will transmit these rates of pay to Grants Pass School District by the Transfer Date.

5. Personnel files. The District will transfer the current personnel file of each Affected Employee to Grants Pass School District no later than July 1, 2023.
6. Retirement.
  - a. Election. Upon their transfer, Employees shall participate in the retirement system available through Grants Pass School District - PERS/ OPSRP.
  - b. PERS Pick-up. Under the current CBA Affected Employees' PERS pick-up is paid for by the District. Grants Pass School District employees pay 6%. The District will report the PERS pick-up as part of the Affected Employees total compensation to Grants Pass School District to ensure employees do not suffer a loss in compensation because of the transfer.
  - c. Voluntary Early Retirement. Gale Barlow has been continuously employed by District since on or before October 25, 1995, qualifying her for Early Retirement under the current CBA, which states: "Bargaining unit members who have a minimum of fifteen (15) years of continuous service with the District in a classified position and are on the highest step of the salary schedule, such members may voluntarily elect the option of early retirement. The District will provide a maximum of eighty-four (84) months or until Medicare eligible for medical, dental and vision insurance under the following provisions:.... benefit will be for the employee only."

The District will allow Gale Barlow to retire under this benefit for one (1) year past the transfer date, or by June 30, 2024.
7. Compensatory Leave. Heather Merrill is the only Affected Employee who earns comp time. As per the CBA, "An employee may accrue up to a maximum of forty (40) hours comp time. Upon separation of employment, all unused comp time shall be paid to the employee at their current rate of pay."
8. Personal Leave. All 5 Affected Employees have personal leave as per Appendix A. Under Article 16 of the current CBA employees may elect pay at current rate or roll-over of unused personal leave. One full unused personal day may be paid at the employees' current rate of pay. Unused personal leave over one (1) day as of the transfer date will be forfeit. The District will inform all Affected Employees immediately to allow them time to use personal leave over one (1) full day and no option to roll.
9. Sick Leave Balances. The Affected Employees elect to retain any sick leave accrued through District employment upon their transfer. On or before the Transfer Date, the District will provide Grants Pass School District with up-to-date sick leave balances; the entire balance up-to-date balances will be transferred to Grants Pass School District. Affected Employees' sick leave balances as reflected on Appendix A are true and correct as of April 7, 2023. Employees will not earn any new sick leave from the District between June 30<sup>th</sup> and the Transfer Date.
10. Vacation Balances. Heather Merrill is the only Affected Employee eligible to earn vacation and currently has 176.00 hours of accrued vacation leave. Unused leave up to eighty (80) hours as of the transfer date will be transferred to Grants Pass School District. Affected Employees' vacation leave balances as reflected in Appendix A are true and correct. Employees will not earn any new vacation leave from the District between June 30<sup>th</sup> and the Transfer Date.
11. Staff Appreciation. TRSD will host a "staff appreciation" event to have a forum to acknowledge and appreciate the service of the Affected Employees.

12. Status of Payments. The parties have negotiated the payments provided by this agreement to acknowledge impact and inconvenience of the transfer on Affected Employees. By accepting these payments, Affected Employees waive their right to later assert or claim, to Grants Pass School District or otherwise, that the payments are "salary" under the Public Employee Transfer law which may not be reduced as a result of the transfer for the first 12 months of employment with Grants Pass School District. Grants Pass School District shall have the right to enforce this paragraph.
13. Applicability of CBA. This Agreement takes precedence over any conflicting terms of the TRSD/ OSEA CBA. The TRSD/OSEA CBA shall have no application to Affected Employees upon the Transfer Date.
14. Effect of signature. This Agreement is effective when signed by all parties. By signing this Agreement, OSEA represents that all Affected Employees have read the Agreement and understand they are bound by its terms.


For the District

  
 Deputy Superintendent \_\_\_\_\_  
 Date 5-22-23

\_\_\_\_\_  
 School Board Chair \_\_\_\_\_  
 Date \_\_\_\_\_

For the Association

  
 OSEA Chapter 22 President \_\_\_\_\_  
 Date 5-22/23

  
 OSEA Field Representative \_\_\_\_\_  
 Date 5/18/23