

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THREE RIVERS / JOSEPHINE COUNTY UNIT SCHOOL BOARD**  
**AND**  
**THREE RIVERS/JOSEPHINE COUNTY UNIT ADMINISTRATORS**  
**EXPIRES JUNE 30, 2012**

The following terms and conditions apply to all licensed administrators and other administrators mutually agreed to be covered as members of this Memorandum of Understanding.

**1.0 Leaves of Absence**

**1.1 Trade Days**

The Superintendent may authorize, at his/her discretion, to trade non-contract workdays (e.g., summer interviewing) for contract workdays.

**1.2 Compensatory Leave Day**

All Three Rivers School District Administrators, at the discretion of the Superintendent, may be granted up to three (3) compensatory leave days during a yearly contract period. 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.

**1.3 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.

**1.3.1 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 during the 2011-12 school year.

#### **1.4 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:

1.4.1 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.

1.4.2 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 1.3.1, the administrator shall apply for such personal leave within five (5) days upon return to service. Leave requested shall be submitted on an approved form.

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

#### **1.5 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.

#### **1.6 Professional Leave**

When requested or approved by the Superintendent, administrators who attend professional workshops and/or school visitations will be granted Professional Leave.

#### **1.7 Court Appearance**

Leave will be granted with pay for court appearances when the administrator is summoned on behalf of the District.

#### **1.8 Bereavement Leave**

1.8.1 The District shall grant leave with pay not to exceed three (3) days per school year to Administrator's for the death of a member of the immediate family if the funeral is in Oregon. Said leave shall commence upon request of the administrator. Immediate family shall be interpreted to mean administrators 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.

1.8.2 Bereavement leave shall not be accumulated from year to year.

**2.0 Expense Reimbursement**

**2.1 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.

**2.2 Travel and Expenses**

2.2.1 Each administrator shall receive a monthly stipend of ~~\$400~~ \$200 per month for the purpose of covering in-district travel expenses and/or cell phone expenses. Principals split between schools may claim additional mileage expenses for travel between schools on the same day.

2.2.2 All out-of-district travel related to workshops or conferences shall receive prior approval by the Superintendent or his/her designee.

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.

**2.3 Professional Dues**

COSA dues for one state and one national administrative organization will be paid by the District for all licensed administrative personnel. Dues payment for additional administrative organizations must be approved by the Superintendent in advance.

**3.0 Professional Development Fund** - A Professional Development Fund of ~~\$15,000~~ \$7,500 will be established for each school year.

**4.0 Conditions of Employment**

**4.1 Contract Time**

<b>Contract Days</b>	<b>Paid Holidays</b>	<b>Paid Vacation Days</b>	<b>Total on the Job Days Worked</b>
260	8	20*	232
230	5	0	225
215	5	0	210
210	5	0	205
200	5	0	195

\*District Office 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.

## 4.2 Administrators' Contract Schedule

<u>Position</u>	<u>Contract Days</u>
Director of Human Resources	260
Director of Fiscal and Support Services	260
Director of Elementary Education	260
Director of Secondary Education	260
Director of Student Services	230
Newbridge High School Principal	215
High School Principal	215
High School Assistant Principal	215
Middle School Principal	215
Middle School Assistant Principal	215
Large Elementary Principal	215
Large Elementary Assistant Principal	215
Mid and Small Elementary Principal	210

## 4.3 Extended Contracts

By mutual consent of the District and administrator, the contract may be extended beyond the number of days listed above. The pay will be based on a per day salary of the individual administrator. This is computed by dividing annual salary by the number of contract days.

## 4.4 Holidays

School administrators receive five (5) paid holidays: Labor Day, Veterans Day, Thanksgiving Day, President's Day, Memorial Day. District Office Directors and Newbridge High School Principal receive eight (8) paid holidays: July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Memorial Day.

## 5.0 Compensation

### 5.1 Insurance (See Appendix A)

### 5.2 Salary Schedule

5.2.1 Salaries for administrators will be according to Appendix B.

5.2.2 Payday shall be the last teaching day of each month.

### 5.3 PERS Pick-Up

5.3.1 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.

5.3.2 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.

### 6.0 Early Retirement

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

### 7.0 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.

### 8.0 Terms of Agreement

This Agreement shall be effective as of July 1, 2011, shall be binding upon the Board and the District Office Administrators, and shall remain in full force and effect through June 30, 2012.

Due to the level of funding from the state of Oregon (SFSF and General Purpose School Fund) to the District being projected to be less than the previous July 1 to June 30 allocation plus five (5) % and the District's declining enrollment, the District may reduce the length of the working year by no more than ~~42 (42)~~ six (6) days and make a proportionate reduction in salary. Should the Woodlands Charter School be approved for sponsorship by ODE and approved to open any time during the 2011-2012 school year the District and ATRA agree to reopen negotiations around the length of the work year.

### 9.0 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.

**EXECUTION / SIGNATURES**

Executed this 20<sup>th</sup> day of June, 2011, at Grants Pass, Oregon, by the undersigned officers of the Three Rivers/Josephine County Board of Directors on behalf of the Three Rivers/Josephine County School District and by the Three Rivers/Josephine County School Administration Association on behalf of the administrators and approved at the regular Board meeting held on June 20, 2011.

**FOR THE ADMINISTRATORS:**

**FOR THE BOARD:**

\_\_\_\_\_  
Damian Crowson  
ADMINISTRATIVE REPRESENTATIVE  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS

\_\_\_\_\_  
Dave Strahan  
BOARD CHAIR  
THREE RIVERS SCHOOL DISTRICT BOARD OF DIRECTORS

\_\_\_\_\_  
Kirk Baumann  
ADMINISTRATIVE REPRESENTATIVE  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS

**APPENDIX A  
ADMINISTRATORS' INSURANCE PACKAGE**

The Three Rivers/Josephine County School District will provide to all administrators comprising the Administrative Team full family hospital/medical, dental, and vision care insurance. The cap for the district's contribution for 2011-2012 will be \$900.00 per month. Double-covered administrators (those administrators 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 will be fully paid by the district.

**A. Standard Health/Insurance Plan**

<b>PLAN</b>	<b>BENEFIT</b>
Employee Group Life*	\$100,000
Employee Group Accidental Death and Dismemberment	\$50,000
Dependent Group Life	\$10,000 for spouse \$2,000 for each child
Long-term Disability	2/3 of salary with a maximum of \$2500 per month. 180-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 with an insurance cap of \$900.00 per month.
Prescription Card	Scheduled
Group Vision	Scheduled
Group Dental	Scheduled
Group Orthodontia	Scheduled

\*Employee has option of purchasing additional life insurance beyond that provided by the District in the amount of \$25,000 or \$50,000.

**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.
3. Salary Adjustment:  
2010-2011 ~ 0%  
2011-2012 ~ 0% COLA No step compensation for 2011-2012 however the full step to be added June 30, 2012.