

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THREE RIVERS / JOSEPHINE COUNTY UNIT SCHOOL BOARD  
AND  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS 260 DAY DIRECTORS (ATRA)  
EXPIRES **JUNE 30, 2024****

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

**1.0 Leaves of Absence**

**1.1 Trade Days**

The Superintendent may authorize, at his/her **their** discretion, up to three (3) trade non-contract workdays (e.g., approved work on weekends or noncontract holidays) for contract workdays.

**1.2 Compensatory Leave Day**

Due to the demands of the profession of school 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.

**1.3 Sick Leave - School Board Policy**

The District will allow each administrative employee one day of 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. District Office Directors and Deputy Superintendent will be eligible for up to twenty (20) days of sick leave bank days during the 2021-2024 school years.

#### **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 the 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 Directors 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 for the purpose of covering in-district travel expenses in the following amounts:

Deputy Superintendent	\$350.00
District Level Directors	\$350.00

**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**

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

### 3.0 Professional Development Fund

A Professional Development Fund of \$18,750 will be established for TRSD licensed administrators, \$25,000 in 2022-23 & 2023-2024. The purpose of these funds is to support attendance at conferences, workshops, or seminars that have relevance to an administrator's professional growth plan. Administrators will receive the \$500 \$750 per person during the December payroll of 2021 and \$1000 per person in December 2022 and 2023 from the existing Professional Development Fund.

### 4.0 Conditions of Employment

#### 4.1 Contract Schedule

	Contract Days	Paid Holidays	Paid Vacation Days*
Deputy Superintendent	260	11	20
Director	260	11	20

\*District Office Directors and Deputy Superintendent 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.

#### 4.3 Extended Contracts

By mutual consent of the District and Director, 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

260 Day Directors and Deputy Superintendent receive eleven (11) paid holidays: July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, 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 Directors will be according to Appendix B.

5.2.2 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. Unless an employee 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.

5.2.3 ATRA Salary Schedule will be built off of the highest certified teachers daily rate plus 0.5% for 2021-22, 1% for 2022-2024 as the base for each year of the contract. Each level of administrator increases by an AF (Aspirin Factor) as a percentage increase from the base administrator salary (*highest certified salary X 1.005*). This base salary is dependent on the highest certified salary and will increase with the

certified salary schedule so that no member of the certified bargaining unit will have a higher daily rate than an ATRA member.

### **5.3 Step Increase**

For 2021-2024 school years, all step increases will be honored.

### **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 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, 2021, 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, 2024.

## **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 16th day of June, 2021, at Grants Pass, Oregon, by the undersigned officers of the Association of Three Rivers Administrators (ATRA) Board of Directors on behalf of the Three Rivers/Josephine County School District and by the Association of Three Rivers Administrators (ATRA) on behalf of the administrators and approved at the regular Board meeting held on June 18, 2021.

#### FOR THE ADMINISTRATORS:

#### FOR THE BOARD:

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Casey Alderson  
ADMINISTRATIVE REPRESENTATIVE  
ASSOCIATION OF THREE RIVERS ADMINISTRATORS

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Jennifer Johnstun  
BOARD CHAIR  
THREE RIVERS SCHOOL DISTRICT BOARD OF DIRECTORS

### 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 the 2015-16 school year will be \$995.00 per month (effective July 1, 2017).** For each year during the length of the contract 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 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 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 PacificSource for the first year of the contract with an insurance cap of \$985.00 per month (Effective October 1, 2015).
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.

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\*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.

A. The District agrees to provide access to 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, 2021, the District will increase its insurance contribution by an average of \$45 per employee and apply that increase proportionately to the 2020-21 District Insurance Contributions.

Effective July 1, 2022, the District will increase its insurance contribution by an average of \$55 per employee and apply that increase proportionately to the 2021-22 District Insurance Contributions.

2023 -2024 - Increase will be Effective July 1, 2023, the District will increase its insurance contribution at a rate no lower than other bargaining groups and negotiated by ATRA and the district.

In addition, ATRA will encourage its membership to increase its participation in District sponsored wellness activities.

In an effort to encourage the Association in the effort to reduce its 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 Cigna Health Plans beginning July 1, 2020 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 exempt from this benefit.

Effective October 1st of Each Year:

**2021-2022 District Insurance Contributions**

Employee Only \$551.83

Employee/Spouse \$1,211.68

Employee/Children \$1,013.83

Family \$1,616.99

**2022-2023 District Insurance Contributions**

Employee Only \$568.61

Employee/Spouse \$1,248.52

Employee/Children \$1,044.66

Family \$1,666.17

**2023-2024 District Insurance Contributions**

Employee Only \$534.27

Employee/Spouse \$1,173.11

Employee/Children \$981.56

Family \$1,565.52

**Appendix B**  
**260 Day District Office 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:
  - Percentage salary increases for the 2021-22 school year will be based on the highest certified teacher rate multiplied by 1.005 (.5%)
  - Percentage salary increases for the 2021-22 school year will be based on the highest certified teacher rate multiplied by 1.01 (1%)
  - Percentage salary increases for the 2021-22 school year will be based on the highest certified teacher rate multiplied by 1.01 (1%)

	Director	Deputy Superintendent
Days	260	260
AF (Adjustment Factor)	1.105	1.155
Daily Rate of Base	\$ 447.59	\$ 467.84
Step Rate Years 1-4	1.00%	1.00%
Step Rate Years 5-8	1.25%	1.25%
Step Rate Years 9-10	2.00%	2.00%
<b>Base</b>	\$116,372.36	\$121,638.08