

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

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 discretion, up to three (3) trade non-contract workdays (e.g., summer interviewing) for contract workdays.

1.2 Compensatory Leave Day

Due to the demands of the profession of school administration, Building Administrators, 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 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 2015-16 and 2016-17 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 for the purpose of covering in-district travel expenses in the following amounts:

District Level Directors	\$350.00
District Level Directors	\$250.00
Secondary Administrators	\$235.00
H.S. Principals	
H.S. Athletic Directors	
H.S. Assistant Principals	
M.S. Principals	
M.S. Assistant Principals	
Elementary School Principals	\$220.00

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 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 ~~\$9,200~~ \$9,600 will be established for this school year. 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 31st 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 cycle.

4.0 Conditions of Employment

4.1 Contract Time

Contract Days	Paid Holidays	Paid Vacation Days	Total on the Job Days Worked
260	8 11	20*	232
230	5	0	225
220	5	0	215
245	5	0	240
240	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 K-8 Education, Technology and Federal Programs	260
Director of Secondary Education, Alternative Education, Athletics and Transportation	260
Director of Student Services	230 260
Newbridge High School Principal	245 220
High School Principal	245 220
High School Assistant Principal	245 220
Middle School Principal	245 220
Middle School Assistant	245 220

Principal

Elementary Principal 220

~~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 (s) receive five (5) paid holidays: Labor Day, Veterans Day, Thanksgiving Day, President's Day, Memorial Day. 260 Day District Office Directors and Newbridge High School Principal receive ~~eight (8)~~ **eleven (11)** paid holidays: July 4th, 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- *(change in language, not in past practice)*.

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~~ **20th 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.

5.3 Step Increase

For 2015-16 and 2016-17 school years all step increases will continue to 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 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, 2014~~ **July 1, 2015**, 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, 2015~~ **June 30, 2017**.

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 February, 2016**, 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 **February 16, 2016**.

FOR THE ADMINISTRATORS:

Mark Higgins
ADMINISTRATIVE REPRESENTATIVE
ASSOCIATION OF THREE RIVERS ADMINISTRATORS

Dennis Misner
ADMINISTRATIVE REPRESENTATIVE
ASSOCIATION OF THREE RIVERS ADMINISTRATOR

FOR THE BOARD:

Danny York
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 2014-15 2015-16 school year will be \$950 \$985.00 per month (effective October 1, 2015).** For 2016-17, 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

PLAN	BENEFIT
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 Regence Blue Cross Blue Shield of Oregon PacificSource for the first year of the contract with an insurance cap of \$950.00 \$985.00 per month (Effective October 1, 2015).
Prescription Card	Coverage will be provided by Regence Blue Cross Blue Shield of Oregon 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 LifeMap Assurance Company PacificSource or Willamette Dental for the first year of the contract.
Group Orthodontia	Coverage will be provided by LifeMap Assurance Company 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.
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.
 - 2012-13 ~ No Step and No COLA. Salary Schedule to be adjusted up one half step (1.25%) on all steps beginning 1-1-13 through 6-30-13 and will serve as new base salary schedule.
 - 2013-14 ~ Full step and 0% COLA
 - 2014-15 ~ The salary schedule for the 2014-2015 school year will be increased for all administrators, building administrators and district directors, by 2% retroactive to July 1, 2014. The 2% COLA will be applied to the salary schedule retroactively to July 1, 2014; with a retroactive payment payable in a separate December 2014 paycheck. The remaining money will be evenly distributed in the January through June payroll. The term of this memorandum of agreement is for the current 2014-2015 school year.
 - 2015-16 ~ All of ATRA will receive a step, beginning in July of 2015. The salary schedule for the 2015-2016 school year will reflect moving the building level administrators to a 220 day contract at their current daily rate. Building level administrators will be required to work 2.5 days (half of the increase from 215 to 220 days) outside of their current 215 day contract and paid at their current daily rate for those 2.5 days. The days will be determined by the administrator and approved by the Superintendent. The payment for the increased workload will be evenly distributed in the January 2016 through June 2016 payroll. ATRA members not currently placed at the appropriate compensations step; based on years of service, will be moved upward into the appropriate compensation step retroactive to July 01, 2015.
 - 2016-2017 ~ The salary schedule will reflect 220 contracted days except for directors (260) with appropriate steps given.