# DIRECTOR OF HUMAN RESOURCES / DIRECTOR OF EDUCATIONAL SERVICES EMPLOYMENT CONTRACT JULY 1, 2020 – JUNE 30, 2023

# THE BOARD OF THE MORROW COUNTY SCHOOL DISTRICT MORROW COUNTY, OREGON

#### ARTICLE I – WORKING PERIOD FOR JULY 1 – JUNE 30

The Morrow County School District Director contract will be 250 days. The Director shall schedule 238 work days and twelve (12) paid holidays (New Year's Eve Day, New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and the day prior to Christmas). The Director shall receive eighteen (18) paid days of vacation, however, at the end of each fiscal year the employee will only be eligible to receive payment for five (5) unused vacation days, can carry over five (5) unused days with all other unused days lost.

#### ARTICLE II – REIMBURSEMENT ALLOWANCE

- A. District transportation is made available to the Morrow County School District Director for all school district business. The District shall reimburse the Director for reasonable expenses incurred in the performance of their duties under this Contract.
- B. During the period of this agreement, the district will pay an annual stipend of \$1,092 \$1170 towards a cellphone.

#### **ARTICLE III – DUES**

The District shall pay the administrators' dues to the Confederation of Oregon School Administrators which will include membership in Oregon Association of School Executives (OASE) and American Association of School Administrators (AASA). Additionally, the District shall pay the membership dues for Oregon School Personnel Association (OSPA) on behalf of the Director of Human Resources.

#### <u>ARTICLE IV – TUITION REIMBURSEMENT</u>

- A. The MCSD Director may be reimbursed for the full tuition cost, with prior approval from the Superintendent, for a maximum of nine (9) quarter hours of college/university credits per year.
- B. College credits will be reimbursed when the transcript is filed with the application for reimbursement with the Superintendent.
- C. Three years of service in the District following the receipt of tuition reimbursement is required for all recipients. In the event that an employee voluntarily terminates their

- employment with the District they will be required to reimburse back to the District on a pro-rated basis any tuition support received within the three-year window.
- D. An administrator terminating his/her employment will not be reimbursed for courses taken after the close of the spring quarter of that contractual year.

# <u>ARTICLE V – PAID LEAVES</u>

- A. Sick Leave accumulated by the MCSD Director during employment with other Oregon school districts may be transferred to the MCSD Director's sick leave account with this District upon the Directors completion of 30 working days in the District. The district will grant the Director twelve (12) days of sick leave per year with unlimited accumulation of sick leave.
- B. The Director shall be allowed up to five (5) days of paid bereavement leave per year, if necessary.
- C. In accordance with the Oregon Sick Time statute, the district agrees to pay up to forty (40) hours per year of paid sick time. This leave may be used in the case of mental or physical illness, injury or health condition, need for medical diagnosis, treatment of a mental or physical illness, injury or health condition, or need for preventative medical care for self or for care of family member for reasons listed above. Paid sick time may also be used for the death of a family member, bereavement, or participation in a legal or civil proceeding related to domestic violence, harassment, sexual assault, or stalking. This paid sick time will be front-loaded to the employee at the beginning of each year.

Definition of "Family Member" means spouse ("spouse" means individuals in a marriage including "common law" marriage and same-sex marriage), custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) or a person with whom the employee is or was in a relationship of "in loco parentis", grandparent, grandchild, parents-in-law or the parents of the employee's registered domestic partner.

### **ARTICLE VI – SALARY**

Prior administrative experience will be considered when placement on the salary schedule is considered. The Superintendent will evaluate prior experience and authorize only that experience which is commensurate with the administrator's leadership position.

7% COLA +1 day@ daily rate for Juneteenth

MCSD DIRECTORS (250 days)	2022 – 2023 Total Annual Salary
Year 1	<del>\$124,724 \$</del> 133,991
2	<del>\$128,923</del> <b>\$138,502</b>
3	<del>\$133,122</del> <b>\$143,013</b>
4	\$ <del>137,321</del> \$ <b>147,524</b>
5	<del>\$141,521</del> <b>\$152,035</b>
6	<del>\$147,016</del> <b>\$157,939</b>

Annual salary steps and benefits will remain the same and all future increase will be identical to the administrator negotiated increase for future fiscal years.

# **ARTICLE VII – FRINGE BENEFITS**

#### A. <u>Health Insurance</u>

The cap for the Director will be tied to the negotiated cap for teachers in all future years, currently the cap is  $\frac{1625}{51700}$  for all employees.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage and who are otherwise eligible for a District contribution towards insurance premiums, may receive 50% of the employee's maximum District insurance contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) VEBA, as long as such contribution would not create disadvantageous tax consequences for the District of the employee.

For staff members who elect an HSA Plan – 100% of the difference between the cost of the insurance and the district cap will be put into a Health Savings Account (HSA).

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District sponsored group insurance coverage.

#### B. Early Retirement Health Insurance Benefit

When the administrator has completed ten (10) years of continuous service with the Morrow County School District immediately preceding his/her retirement under PERS the employee shall be eligible to receive the hospital/medical/dental/vision insurance coverage, or a VEBA for 10 years or until age 65, whichever comes first. Specifically, at the

time of retirement, the district shall pay the premiums (capped at the amount the district is paying for insurance at the time of retirement) for the retired administrator and the administrator's spouse for coverage under the current administrative plan for medical/dental/vision insurance for 10 years or until the administrator reaches sixty-five (65) years of age, whichever comes first. If the administrator's spouse works for an employer other than MCSD, the administrator would be eligible for the district payment of medical/dental/vision premiums upon retirement.

Upon verification of coverage, the district shall pay the insurance premium directly to the insurance company each month.

In the event of the administrator's death prior to the 10 years of coverage or age sixty-five (65), the district shall pay monthly premiums (capped at the amount the district is paying for insurance at the time of retirement) covering the spouse under the district's hospital/medical/dental/vision insurance if the administrator qualified for insurance coverage at the time of retirement. Coverage shall continue until such time as the 10 years' coverage has elapsed, or administrator would have become sixty-five (65) years of age, whichever comes first.

#### C. Accidental Death and Dismemberment / Long-Term Disability Insurance

The District will provide long-term disability (LTD) coverage in accordance with the plan currently in effect for district administrators, for the term of this agreement.

#### D. PERS Pick-up

The District shall pay the 6% employee contribution on behalf of the Director to the Public Employee Retirement System.

#### E. Administrator Choice

Administrator will receive \$337.50 \$362 per month to go towards one of the following: cellphone, insurance, travel or an annuity.

#### **ARTICLE VIII – EVALUATION**

At least once each fiscal year, the Director shall be evaluated by the Superintendent. The written evaluation of the Director will become a permanent part of the personnel file. Deficiencies which may lead to a recommendation to non-extend a contract administrator will be addressed in a Program of Assistance for Improvement.

#### **ARTICLE IX – DISMISSAL**

The administrator may be dismissed during the term of their contract for any reason set forth for dismissal in ORS 342.865. If the District seeks to dismiss the administrator, it shall provide written notice with a statement of reasons describing the alleged grounds with sufficient

particularity as to afford the administrator a reasonable opportunity to respond. The administrator shall be entitled to a due process hearing before the Board together with a written decision setting forth the Board's decision and its reasons therefore. If the administrator is dismissed during the term of their contract, they may appeal to the Fair Dismissal Appeals Board in the same manner as provided for the appeal of a dismissal or a non-extension of a contract teacher.

# <u>ARTICLE X – DURATION OF AGREEMENT</u>

The terms and conditions of this Agreement shall continue from July 1, 2020 – June 30, 2023.

This contract was affirmed by the Morrow County School Board on June 14, 2021 June 13, 2022.

AGREED TO AND SIGNED BY:			
Chairman, Board of Directors	Date		
For the Directors - Superintendent	Date		