

**MEMORANDUM OF AGREEMENT**  
**Between**  
**NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT**  
**And**  
**ADMINISTRATIVE STAFF**  
**July 1, 2017 – June 30, 2019**

This agreement shall constitute the understanding between Northwest Regional Education Service District (NWRESD) and the Administrative staff regarding wage and benefits provisions for the 2017-18 and 2018-19 contract years. The Board reserves the right to alter these provisions should the Board determine financial exigencies require such a change.

**I. Administrative Salary Schedule**

The Administrative Salary Schedule for the 2017-18 and 2018-19 contract-years are set forth in Appendix A. The 2017-18 salary schedule represents a 2.0% cost of living increase over the 2016-17 Administrative Salary Schedule. The 2018-19 Administrative Salary Schedule represents a 2.0% cost of living increase over the 2017-18 Administrative Salary Schedule. Placement on the salary schedule will be by scope of responsibilities and requirements as determined by the Superintendent, not by job title.

**II. Salaries**

- A. All administrators will be placed on the salary schedule. Contracts that vary from the number of days reflected on the salary schedule will be pro-rated according to individual contract length. Considerations will be given to the contract length based on the position's requirements.
- B. The administrator shall pay the employee PERS contribution.
- C. Administrators will be placed on level and step at the Superintendent's discretion.
- D. For the 2017-18 contract year, all administrators who are eligible will advance to the next step contingent upon a satisfactory annual performance review.
- E. Administrators who have earned a doctorate will receive an additional \$1000 per year added to their salary.
- F. The decision regarding administrative contract length will be reviewed by the Superintendent upon written request from the administrator.

**III. Benefits**

- A. Medical, Dental and Vision insurance
  - 1. For the 2017-2019 period of the memorandum, NWRESD shall contribute up to \$1258.00 per month for medical, dental, and vision insurance. Insurance rates will be tiered (cost varies based on those enrolled on the individual's plan).

2. Administrators with an assigned work schedule of 190 or more days and working eight (8) hours per day will receive the full NWRESD contribution. Administrators scheduled to work less than 190 day contract and/or less than eight (8) hours per day will have their insurance contribution pro-rated.
3. Administrators eligible for a District insurance contribution but who choose not to obtain insurance may “opt out” in accordance with underwriting rules and regulations set forth by OEGB.
  - a. An eligible administrator who “opts out” of all insurance (medical, dental, vision) shall receive a four hundred fifty dollars (\$450.00) per month contribution to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.
  - b. An eligible administrator who “opts out” of medical insurance coverage but elects dental and vision coverage shall receive three hundred dollars (\$300.00) per month contribution to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.
4. Administrators who choose a qualified high deductible plan through OEGB (Moda Medical Plan “Evergreen” or Kaiser Plan 3) 2017-18 and 2018-19 shall be eligible to receive a NWRESD contribution to a Health Savings Account (HSA). The contribution to the HSA will be:
  - a. \$3400 for an administrator enrolled as “employee only”, prorated for FTE.
  - b. \$6750 for an administrator enrolled as “employee + spouse”, “employee + child(ren)” or “employee + full family”.
  - c. NWRESD will deposit the amount in to the HSA in the following way:
  - d. One fourth of the annual distribution will be deposited annually on or about October 15. Three fourths of the annual distribution will be deposited annually on or about January 10.
5. Administrators who enroll for Moda Evergreen or Kaiser 3 shall have the premium cost of medical, dental, and vision fully covered with no out of pocket expense for premium.
6. Administrators who enroll for any other plan that exceeds the \$1258 cap shall have up to \$150 from the “pool” applied to their out of pocket premium expenses. All remaining medical, dental, and vision premiums shall be covered by the administrator through payroll deduction.

#### B. Income replacement and Disability

NWRESD will provide premium payment for income replacement and disability insurance for each administrator. The maximum monthly benefit is sixty percent (60%) of the administrator’s monthly salary, with a waiting period of sixty (60) days. Income from other sources, including but not limited to earnings from NWRESD or other employers, Social Security and/or PERS disability payments, unemployment compensation and Workers’ Compensation will offset the long-term disability benefits available through this provision.

#### C. Life Insurance

NWRESD will provide paid group life insurance to each administrator. The face value of the policy shall be equal to the administrator’s salary rounded to the nearest \$1000. This insurance provides accidental death and dismemberment benefits. \*

*\* Benefits A, B, and C are offered in accordance with and subject to the actual insurance policies and rules and regulations of the underwriter carrier. The terms of the actual insurance plan govern these benefits. The insurance plan year is from October 1 through September 30.*

#### D. Sick Leave

NWRESA will provide sick leave in accordance with guidelines provided in ORS 332.507 (one day of such leave per month for each month of employment up to twelve days per year). Sick Leave may be used for the Administrator's own personal illness, or the illness of a child living in the Administrator's home under the age of 18. Sick leave may be used to care for an ill family member (up to 40 hours per year total for any/all family members) pursuant to SB 454, "Sick Time" (2015). Family member is defined by OFLA. Additional use of sick leave to care for an ill family member may be available pursuant to FMLA/OFLA application and eligibility.

#### E. Emergency and Personal Business Leave

Administrators are provided three days of emergency or personal/ business leave per year. These days do not accumulate from year to year. Personal business leave will not be available for recreational purposes, to extend a vacation or holiday, or for personal illness if the Administrative staff member has accrued sick leave.

#### F. Bereavement Leave

Administrators are provided with up to five (5) days of bereavement leave per occurrence for absence due to a death in the immediate family without deduction from any other allowed leave. The immediate family shall be defined as:

1. Administrator's Spouse, or same or opposite gender domestic partner
2. Mother, mother-in-law, or mother of same or opposite gender domestic partner
3. Father, father in law, or father of same or opposite gender domestic partner
4. Brother, or brother in law
5. Sister, or sister in law
6. Child, or step-child
7. Grandchild
8. Grandparent, grandparent of spouse, or grandparent of same or opposite gender domestic partner
9. Any person regularly residing in the Administrator's residence.

An administrator may qualify for ten (10) days bereavement leave under OFLA. Eligibility determination is made by OFLA application. If an administrator qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described above. "Family member" (for OFLA eligibility) is defined in statute as:

1. Spouse or same-gender domestic partner
2. Parent, parent-in-law, or parent of employee's same gender domestic partner
3. Child, step child, or child of employee's same-gender domestic partner
4. Grandparent or grandchild of the employee

5. A person with whom the employee is or has been “in loco parentis” to, or previously was “in loco parentis” of.

The leave is limited to 10 days total per occurrence, and must be completed within 60 days of the date the administrator learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. If the administrator qualifies for bereavement leave under OFLA, the administrator may use accrued sick leave for the 5 days not covered under part 1 above.

#### G. Professional Development

Upon application by the administrator and approval by the Superintendent or designee, NWRESD will pay for college credit tuition for classes directly related to the Administrator’s position. All applications must be made in advance. Proof of satisfactory completion of the class or classes will be required for reimbursement. A maximum of 15 credit hours of college credit per year will be reimbursed at the current per credit graduate rate established by Portland State University. The value of 4 credits within the 15 credit allowance may be used by the Administrator to attend non-credit conferences/workshops.

#### H. Professional Memberships

NWRESD will pay for the annual COSA dues including one specific organization affiliation. If an administrator chooses to not join COSA, he/she may use the amount equivalent to the cost of the COSA dues toward another professional membership upon approval by the Superintendent.

#### I. Holidays

NWRESD shall provide ten paid holidays per year. The holidays are: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day following Thanksgiving, Christmas, New Year’s Day, Martin Luther King Jr. Day, President’s Day, and Memorial Day.

#### J. Mileage Reimbursement

NWRESD shall provide mileage reimbursement at the rate established by board policy DLC.

#### K. Salary Deduction Options

Salary deductions and options shall be made available through the payroll department and include tax sheltered annuities, United Way, and others as deemed appropriate by the Superintendent. Direct payroll deposit is available and payroll draws may be granted in compliance with the Administrative Regulations established by the Superintendent.

### IV. Layoff

Administrators shall be subject to layoffs if the Board determines layoffs are necessary. Administrators with licenses issued by Teachers Standards and Practices Commission (TSPC) will be laid off in accordance with Board Policy CPA and its Administrative Regulation and any applicable statute. Administrators without TSPC licenses will be laid off based on the discretion of the Board. When a layoff occurs, the District will inform the administrator as soon as

practicable. The District will make an attempt to provide a 30 day notice before the effective date unless the layoff is the result of an unexpected change.

#### **V. Emergency Closure**

- A. If the ESD regional office or site where the administrator is located is **open**, the administrator must report to work if they can safely do so. If they cannot report to work safely, they may take one of the options listed under B (below).
- B. If the ESD regional office or site where the administrator is located is **closed**, the administrator may:
  - 1. Report to work if they can safely do so
  - 2. Telecommute after informing his/her supervisor
  - 3. Use personal leave
  - 4. Use Non-Contract time

#### **VI. Post-Retirement Employment**

- A. Administrators hired as a post-retirement employee shall be subject to Board Policy GCPC/GDPC and Administrative Rule GCPC/GDPC-AR.
- B. Administrators hired as post retirement administrators will not receive insurance contribution as described in section IIIA.
- C. Administrators hired as post retirement administrators will not be eligible for the Disability or Life insurance described in III B and III C.

#### **VII. Administrative/Management Group**

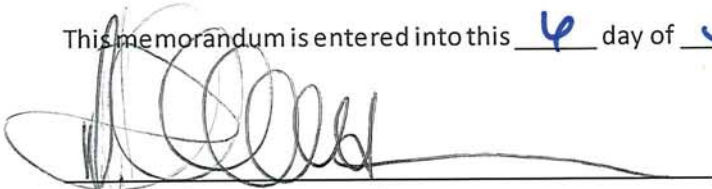
Two representatives of the ESD and the Administrative group will comprise an administrator/ management committee. The committee will meet for the purpose of discussing any matters of common interest arising out of the administration of this agreement. By October first (1) of each year, the committee will establish a mutually agreeable, yearly calendar of meetings.

#### **VII. Entire Agreement**

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the ESD and the NWRESA Administrative Staff. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all of the agreement's terms and conditions.

This agreement shall be effective as of July 1, 2017, and shall remain in effect through June 30, 2019.

This memorandum is entered into this 4 day of JUNE, 2017.



Board Chair

6/20/17

Date



Superintendent

6/20/17

Date