THIS AGREEMENT is made and entered into on the <u>27TH Day of October</u>, 2021, by and between Reynolds School District No. 7, acting through its Superintendent, hereinafter referred to as

"District" and the Reynolds Administrative Group, representing all licensed administrators, nonlicensed administrators, supervisory staff, administrative professionals and all district office confidential staff as defined in Appendix A, hereinafter referred to as "Administrative Group."

WHEREAS, certain Administrative Staff and Office Staff employed by the Reynolds School District have been placed together for the purpose of applying common terms of employment and benefits; and

WHEREAS, the District has entered into an agreement with the Administrative Group dated <u>October 27, 2021</u> and which covers the period from July 1, 2021 through June 30, 2024.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. STATUS OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024, subject to all of the provisions set forth herein, unless modified by mutual consent or agreement in writing by the District and the Administrative Group. Proposed modifications to this Agreement shall be subject to discussion at mutually arranged meetings between the District through its Board representative(s) and the Administrative Group representatives.

No later than December 15th of the school year prior to the year in which this agreement expires, both parties agree to enter into discussion over a successor agreement with the intent to reach mutually satisfactory terms by June 1 of that school year.

It is understood that all monetary provisions of this agreement are contingent upon resources of revenue sufficient to fund such provisions. Should district funding fall short of meeting the economic provisions of this agreement, Board of Education representatives and/or their designee shall meet with Reynolds Administrative Group representatives in a meet and confer session to discuss the related issue(s).

2. COMPENSATION

<u>SALARY</u>

For the period of July 1, 2021 through June 30, 2024 the District shall pay each member of the Administrative Group in accordance with the revised salary schedule in Appendix A of this Agreement.

The District shall deduct payroll taxes as required by law. This compensation shall be paid in twelve (12) equal monthly installments and shall begin no later than 30 days following the Administrative Group member's first day of employment, in accordance with the rules of the Board governing payment of other professional staff members in the District.

Any adjustment in salary made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract.

BENEFITS

TAX DEFERRED ACCOUNTS

Each licensed administrator and non-licensed administrator will be paid a \$400 (four hundred dollar) monthly amount to be used for a qualified 403B plan.

Each administrative professional employee will be paid a \$200 (two hundred dollar) monthly amount to be used for a qualified 403B plan.

Confidential employees are eligible for overtime and are therefore not paid a benefit for tax deferred accounts.

CELL PHONE

The District recognizes the need for some members of the Administrative Group to carry a cell phone to conduct business and comply with the emergency communication plan utilizing text communications. In lieu of the District providing a cell phone, members of the Administrative Group, as need is identified by their supervisor, shall be paid a stipend of \$60.00 per month to defray the costs of the cell phone usage.

IN-DISTRICT & PORTLAND METROPOLITAN AREA TRANSPORTATION

Each licensed administrator and non-licensed administrator will be paid a monthly stipend for in-district and Portland metropolitan area travel or may elect a Tax Sheltered Annuity (TSA) plan in place of the travel allowance, as an estimated mileage payment.

| Туре | Elementary | Middle School/RLA | Central Office/RHS | | |
|------------------|------------|-------------------|--------------------|--|--|
| Travel Allowance | \$50 | \$75 | \$125 | | |
| TSA Plan | \$50 | \$75 | \$125 | | |

This payment election may be changed each year by July 1, by informing HR in writing.

Each supervisor, administrative professional and district office confidential staff will be reimbursed for in-district and Portland metropolitan area travel at the current IRS rate, unless using a district provided vehicle.

INSURANCE COMPENSATION

MEDICAL, VISION & DENTAL

The District shall provide a choice from any district-approved medical, vision and dental coverage insurance programs available at single, two-party or family rate at no cost to the Administrative Group.

For Administrative Group members selecting high deductible insurance plans, that may be accompanied by a Health Savings Account (HSA), the District will, upon request, frontload the HSA up to the IRS allowable maximum. If the Administrative Group member leaves the District prior to completing the year, the Administrative Group member shall repay the monthly contribution(s) that were frontloaded for any months that have not yet been earned.

The District shall provide a \$600 per month TSA option for any Administrative Group member who provides proof of other creditable coverage and elects not to use a district provided medical insurance plan.

The District shall attempt to maintain the existing carrier and coverage; however, the District has the sole discretion to change plans as determined by the District.

New employees starting work prior to the 15th day of a month shall be eligible for insurance effective the first of the next month. New employees starting work on or after the 15th day of a month shall be eligible for insurance effective the first of the second month after beginning employment.

LONG-TERM DISABILITY INSURANCE

The District provides a Long-Term Disability Insurance plan for each Administrative Group member for the duration of this agreement. Please see Appendix B. Benefits begin following a 90-day waiting period.

TERM LIFE INSURANCE

Each Administrative Group member working a minimum of 1.0 FTE will receive a Term Life Insurance benefit of \$150,000 with premiums paid for by the District.

3. **RETIREMENT PROVISIONS**

When an administrative group member retires, under the provision of PERS, and has been employed by the district for the past consecutive nine years, the following retirement package will be extended:

- The administrator will receive individual or two-party medical and vision coverage and individual dental insurance until Medicare age. At the time of retirement, the cost of the coverage becomes the cap on the district's cost. If the insurance premiums go up, the retired employee will pay the difference between the new cost and the cap amount.
- 2. If the retired administrator reaches Medicare age before the spouse, he/she may continue spouse's coverage at his/her own expense.
- 3. After the maximum payout for coverage is reached, the administrator may choose to continue coverage out of pocket, until reaching Medicare qualification.
- 4. There are no provisions for pay out of unused sick pay or vacation days.

Any administrator group member hired after the 2013-2014 school year will not receive the above listed retirement provisions.

4. WORK YEAR/HOLIDAYS/VACATIONS/SICK LEAVE/PAID LEAVE

WORK YEAR

All licensed and non-licensed administrators will receive a contract for a 235 day work year. All supervisors, administrative professionals and district office confidential staff will work a 240 day work year.

Of these days, 11 will be paid holidays as noted below. By July 1 of each contract year, all members of the Administrative Group will submit to their supervisor, a calendar outlining their work year. The administrative work year must include one week after teachers are finished for their year and the two weeks before teachers are to return or a start date communicated by the Superintendent to coordinate start of the year training and meeting schedules. Building administrators will schedule all non-contract days on non-student contact days.

Any requests for an exception to these parameters will be submitted in writing to the superintendent for consideration.

Administrators required to work beyond their contract days must be pre-approved by the superintendent.

PAID HOLIDAYS

The following Days, or the days they are observed, will be honored as "Paid Holidays," and are included in the Administrative Group work year, as outlined above:

- 1. Independence Day
- 2. Labor Day
- 3. Veteran's Day
- 4. Thanksgiving Day
- 5. Day following
- Thanksgiving
- 6. Christmas Eve Day
- 7. Christmas Day
- 8. New Years Day

- 9. Martin Luther King Day
- 10. President's Day
- 11. Memorial Day

NON-CONTRACT DAYS

All licensed and non-licensed administrators with unused non-contract days must submit a plan by June 30 of the current contract year to their supervisor and to Human Resources to use them by July 31 of the new contract year. <u>SICK LEAVE</u>

Employees who are absent because of personal illness or injury or pregnancy shall receive compensation during such absence in accordance with the following provisions:

- All employees shall be granted twelve (12) days sick leave during each school year. Such sick leave shall be credited to said employees on the first day of the fiscal year. In the case of employees who begin service after the first day of the fiscal year, sick leave days shall be credited on the first day of the employment and shall be prorated.
- 2. Sick leave days shall accumulate on an unlimited basis.
- 3. An employee who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification, be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.

Employees who leave the district shall, upon proper verification, be allowed to transfer to another district the number of sick leave days so accumulated, as allowed by Oregon Statute.

- 4. It is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
- 5. Family Illness: Accumulated sick leave may be used in accordance with current FMLA/OFLA leave laws in the case of an employee's own serious illness or to care for the employee's immediate family members.
- 6. During the month of May, each employee shall be given a written accounting of his/her accumulated sick leave.

7. Verification – a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's attending physician or practitioner that the injury or illness prevents the individual from work. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

Illness of less than five (5) days' duration may require verification, if requested by the Superintendent or designee.

- 8. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.
- 9. Any employee who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician, but in no case for more than the balance of the school year.

PAID LEAVE

Employees shall be entitled to the following leaves of absences with full pay each school year:

1. Emergency Leave

Employees shall be granted emergency leave with full pay in the amount of up to four (4) days per school fiscal year. Emergency leave does not accumulate from year to year.

This leave may be granted for the following reasons:

- Serious illness or serious injury to a party in the employee's immediate family*
- Major family events (such as, but not limited to, graduation, wedding, birth, return from overseas military deployment)

- Serious household emergencies (any emergency which cannot be cared for outside of the regular work day)
- Funerals for close friends
- Personal emergency. A maximum of one day per year may be granted in the event of an emergency of a confidential nature. However, the employee must indicate the general category of the personal emergency on the appropriate request leave form.

Requests for emergency leave should be made at least five (5) days in advance, when such action is feasible. Absences made necessary for emergencies may be approved if application is made immediately (within three (3) school days) upon return to service. All denials will be reviewed automatically by the Superintendent or designee.

Upon request, an additional three (3) days of emergency leave may be approved at the discretion of the Superintendent or designee.

Other days missed because of personal business or emergencies will be taken as non-contract days or be non-paid. The exception to this shall be religious obligations which cannot be satisfied outside of the regular workday.

2. Legal Proceedings

Any employee summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee against the District. In a case initiated by the employee for the purpose of promoting the employee's business interests, such leave shall be considered under the provisions of Personal Leave. Any fee the employee receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

3. Injury on Duty

Absence due to a compensable injury, as defined in ORS 656.005(7)(A) and incurred in the course of the employee's employment, shall not be charged totally against the employee's sick leave day(s). The District shall pay to such employee the difference

between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's salary. The District's obligation ends when the employee's sick leave days are exhausted.

4. Military Leave

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

5. Bereavement

District employees shall be allowed up to three (3) days of absence with pay per occurrence for a death in the immediate family*.

At the discretion of the Superintendent or designee, leaves may be extended.

* *Immediate family* shall include the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.

5. PROFESSIONAL DEVELOPMENT

<u>TUITION</u>

The District will provide full tuition cost for up to six (6) Graduate Level hours at an accredited institution per year of this agreement for each licensed and non-licensed administrator and supervisor at a cost basis of a Portland State University (PSU) graduate level credit course. Tuition reimbursement shall be used for approved work related coursework and towards all course fees, excluding books.

Tuition pre-payments may be made in advance of a class, on approval from the Executive Director of Human Resources, with a District purchase order. Successful completion of the class will be submitted to Human Resources. If the class is not successfully completed within three (3) months or one (1) class term, the tuition payment will be returned to the District by the employee.

CONFERENCES

Each member of the Administrative Group may receive up to \$1,500.00 (one thousand five hundred dollars) per year towards conference related expenses including registration, travel, lodging and meals. Funds must be applied for through the Executive Director of Human Resources and approval will come from the Superintendent or designee. Application must show the correlation between the content of the conference and the District Goals.

Administrators may elect to use the unused remaining conference dollars towards additional tuition reimbursement costs for a given year, with the approval of the Superintendent or designee.

PROFESSIONAL DUES

For licensed and non-licensed administrators, the District will pay up to \$850 per fiscal year of COSA or other appropriate professional dues and the appropriate related state organization and the national parent organization. As examples, but not limited to: (local) *AOSE, OASSA, OESPA, OACOA* and (national) *AASA, NASSP, NAESP, NWEA, OMLA*, and *OALA*.

For supervisors and District office confidential staff, the District will pay up to \$350 of professional dues per fiscal year for associations and organizations that relate to current position in the District.

6. EVALUATION OF ADMINISTRATORS

All evaluation procedures will be those as described in District policy, state law or state regulation.

GOALS AND EVALUATION FOR CONTRACT ADMINISTRATORS

Before November 15th of the first year of the licensed administrator's contract, the administrator and the Superintendent or Superintendent's designee shall confer and establish reasonable performance goals for the administrator. Before June 30th of the second year of the contract, the District shall provide to the licensed administrator, in writing, a performance evaluation based upon these goals.

7. EXTENSION OF CONTRACTS

The District will follow ORS 342.513 regarding the renewal of administrator contracts.

A. Licensed administrators shall serve a three-year probationary period.

Prior to March 15 of the second year in the probationary period, the School Board shall (1) issue a three-year contract, or (2) give written notice of non-extension, or (3) extend the existing contract for one year.

The parties agree that a new employment contract shall be issued for a term of three (3) years commencing July 1, unless:

- By the preceding January 1, the Licensed Administrator has been notified in writing that it may not extend the contract upon grounds that are described by that notice and has had a full and meaningful opportunity to consult and confer with the responsible supervisor regarding the content of said written notice and, thereafter, has been promptly provided objectively measurable goals for improvement; and
- 2. By March 1, after providing reasonable support and direction in remediation of identified deficiencies, the District has delivered written notice to the Licensed Administrator that the contract will not be extended.

8. TRANSFER AND REASSIGNMENT

The District reserves the right to transfer or reassign all administrators.

9. LAY OFF

If a lay off is necessary due to the District's lack of funds or an administrative decision, lay off decisions will be based on seniority and qualifications as determined by the Superintendent.

10. NUMBER, GENDER AND CAPTION

As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement.

11. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Department of Education, and rules and regulations of this Board, all of which are made a part of the terms and conditions of this Agreement as set forth herein.

12. ENTIRE AGREEMENT

The parties declare and represent that no promise, inducement, or agreement not expressed herein has been made to the parties and that this release contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

13. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

14. WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the party waiving the compliance thereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision or any other provision.

15. AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all parties.

IN WITNESS, WHEREOF, the District, pursuant to the authority of its Superintendent, has caused two originals of this Agreement to be signed in the name of the District by the Superintendent, and the designees of the Administrative Group has hereunto affixed her hand and seal the day and year herein above mentioned.

| Wade Bakley 1DCBA950F4DA448 | 10/20/2021 |
|---|--------------------|
| Administrator Representative, Wade Bakley | Date 10/20/2021 |
| Non-Licensed/Supervisor Representative, Jill Hunter | Date 10/20/2021 |
| Superintendent, Dr. Danna Diaz Ingla Fruman | Date 10/20/2021 |
| Asst. Superintendent HCM, Dr. Angela Freeman | Date 11/16/2021 |
| Board Chair, Ana Gonzalez-Muñoz | Date |

Reynolds Administrator Agreement Salary Schedules for July 1, 2021 to June 30, 2024

| | | | | YEAR 1 - 2021 | -22 | | | | | |
|-----------------------------------|------|-------|---------|---------------|---------|---------|---------|---------|---------|--|
| teps Issued & 4% COLA on Schedule | | | | | | | | | | |
| | Days | Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| Licensed Administrators | | | | | | | | | | |
| Executive Administrator | 235 | LA | 130,249 | 132,852 | 135,507 | 138,216 | 140,978 | 143,796 | 146,672 | |
| Administrator IV | 235 | LA | 117,256 | 119,600 | 121,991 | 124,431 | 126,917 | 129,454 | 132,044 | |
| Administrator III | 235 | LA | 112,424 | 114,671 | 116,964 | 119,303 | 121,686 | 124,120 | 126,601 | |
| Administrator II | 235 | LA | 109,200 | 111,383 | 113,611 | 115,881 | 118,197 | 120,560 | 122,972 | |
| Administrator I | 235 | LA | 106,083 | 108,204 | 110,367 | 112,574 | 114,823 | 117,120 | 119,462 | |
| Administrative Professional | | | | | | | | | | |
| Supervisor II | 240 | S | 86,717 | 88,451 | 90,219 | 92,022 | 93,863 | 95,738 | 97,654 | |
| Supervisor I / Specialist III | 240 | S | 81,061 | 82,680 | 84,334 | 86,019 | 87,739 | 89,493 | 91,282 | |
| Specialist II | 240 | S | 75,770 | 77,286 | 78,830 | 80,406 | 82,013 | 83,652 | 85,325 | |
| Specialist I | 240 | S | 70,828 | 72,245 | 73,689 | 75,161 | 76,664 | 78,196 | 79,760 | |
| Specialist | 240 | S | 59,903 | 61,101 | 62,321 | 63,567 | 64,838 | 66,135 | 67,458 | |

Executive Administrator = Executive Director, High School Principal

Administrator IV = Director, Middle School Principal

Administrator III = Elementary Principal, Alternative Ed. Principal

Administrator II = High School Assistant Principal, Assistant Director, Coordinator

Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal

| | | | | YEAR 2 - 2022- | -23 | | | | | |
|------------------------------------|------|-------|---------|----------------|---------|---------|---------|---------|---------|--|
| Steps Issued & 3% COLA on Schedule | | | | | | | | | | |
| | Days | Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| icensed Administrators | | | | | | | | | | |
| Executive Administrator | 235 | LA | 134,156 | 136,837 | 139,572 | 142,362 | 145,208 | 148,109 | 151,072 | |
| Administrator IV | 235 | LA | 120,774 | 123,188 | 125,651 | 128,164 | 130,725 | 133,338 | 136,005 | |
| Administrator III | 235 | LA | 115,797 | 118,112 | 120,473 | 122,882 | 125,337 | 127,843 | 130,399 | |
| dministrator II | 235 | LA | 112,476 | 114,724 | 117,019 | 119,357 | 121,743 | 124,177 | 126,661 | |
| Administrator I | 235 | LA | 109,266 | 111,450 | 113,678 | 115,951 | 118,268 | 120,633 | 123,046 | |
| Administrative Professional | | | | | | | | | | |
| upervisor II | 240 | S | 89,319 | 91,104 | 92,926 | 94,783 | 96,679 | 98,610 | 100,584 | |
| upervisor I / Specialist III | 240 | S | 83,493 | 85,160 | 86,864 | 88,600 | 90,371 | 92,178 | 94,020 | |
| pecialist II | 240 | S | 78,043 | 79,604 | 81,195 | 82,818 | 84,474 | 86,162 | 87,884 | |
| pecialist I | 240 | S | 72,953 | 74,412 | 75,900 | 77,416 | 78,964 | 80,541 | 82,152 | |
| pecialist | 240 | S | 61,700 | 62,934 | 64,191 | 65,474 | 66,783 | 68,119 | 69,481 | |

Executive Administrator = Executive Director, High School Principal

Administrator IV = Director, Middle School Principal

Administrator III = Elementary Principal, Alternative Ed. Principal

Administrator II = High School Assistant Principal, Assistant Director, Coordinator

Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal

| | | | | YEAR 3 - 2023 | -24 | | | | |
|--------------------------------|------|-------|---------|---------------|---------|---------|---------|---------|---------|
| Steps Issued & 2% COLA on Sche | dule | | | | | | | | |
| | Days | Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Licensed Administrators | | | | | | | | | |
| Executive Administrator | 235 | LA | 136,839 | 139,574 | 142,363 | 145,210 | 148,112 | 151,072 | 154,094 |
| Administrator IV | 235 | LA | 123,189 | 125,652 | 128,164 | 130,727 | 133,339 | 136,004 | 138,725 |
| Administrator III | 235 | LA | 118,113 | 120,474 | 122,882 | 125,339 | 127,844 | 130,400 | 133,007 |
| Administrator II | 235 | LA | 114,726 | 117,019 | 119,359 | 121,745 | 124,178 | 126,660 | 129,194 |
| Administrator I | 235 | LA | 111,451 | 113,679 | 115,951 | 118,270 | 120,633 | 123,046 | 125,506 |
| Administrative Professional | | | | | | | | | |
| Supervisor II | 240 | S | 91,105 | 92,927 | 94,784 | 96,679 | 98,613 | 100,583 | 102,595 |
| Supervisor I / Specialist III | 240 | S | 85,162 | 86,864 | 88,601 | 90,372 | 92,178 | 94,021 | 95,901 |
| Specialist II | 240 | S | 79,604 | 81,196 | 82,819 | 84,474 | 86,163 | 87,885 | 89,642 |
| pecialist I | 240 | S | 74,412 | 75,900 | 77,418 | 78,964 | 80,543 | 82,152 | 83,796 |
| Specialist | 240 | S | 62,934 | 64,193 | 65,474 | 66,783 | 68,119 | 69,481 | 70,871 |

Executive Administrator = Executive Director, High School Principal

Administrator IV = Director, Middle School Principal

Administrator III = Elementary Principal, Alternative Ed. Principal

Administrator II = High School Assistant Principal, Assistant Director, Coordinator

Administrator I = Elementary and Middle School Assistant Principals, Alternative Ed. Assistant Principal