MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
EUGENE EDUCATION ASSOCIATION

The Eugene School District 4J and the Eugene Education Association agree as follows:

1. The parties agree to the following modifications of Articles 4, 6, and 10 of the 2010-13 Collective Bargaining Agreement:

**OPTION 1 (Step Freeze and Salary Reduction):**

**ARTICLE 4 – SALARIES AND RELATED COMPENSATION**

4.1.1 The 2010-11 professional salary plan shall be as in Appendix A. The 2009-10 salary schedule shall be increased by one percent (1%) effective July 1, 2010. The 2011-12 professional salary plan shall be as in Appendix A-1, and will reflect a reduction of 1.75%, and a 186 day contract year.

4.4.4 For 2010-11 the step increase will be funded at 50%. For purposes of status quo, the increase will be as though there had been a full step. For 2011-12, steps will remain funded at 50%, and there will be no step increases. Effective July 1, 2011, the salary schedule will reflect a new entry level step funded at an increment of 3.7% less than current Step 1. For purposes of status quo, the employee will remain on the same step they were on in 2011-12, which step will be funded at 100%.

**OPTION 2 (Fully Funded Step and Salary Reduction):**

**ARTICLE 4 – SALARIES AND RELATED COMPENSATION**

4.1.1 The 2010-11 professional salary plan shall be as in Appendix A. The 2009-10 salary schedule shall be increased by one percent (1%) effective July 1, 2010. The 2011-12 professional salary plan shall be as in Appendix A-1, and will reflect a reduction of 4.75%, and a 186 day contract year.

4.4.4 For 2010-11 the step increase will be funded at 50%. For purposes of status quo, the increase will be as though there had been a full step. For the first six months of 2011-12, employees will remain on the same step they were on in 2010-11, which step will be fully funded. Employees will then advance a step on February 1, 2012.
ARTICLE 6 -- FRINGE BENEFITS AND OTHER ALLOWANCES

6.1  The District’s monthly insurance contribution for each full time equivalent (FTE) unit member is one thousand one hundred dollars ($1,100) per month for the period October 2010 through September 2011. For 2010-11, the Association will transfer from the licensed insurance reserves $10 per member per month to the District general fund effective October 1, 2010. The District’s monthly insurance contribution for each full time equivalent (FTE) unit member is one thousand one hundred dollars ($1,100) per month for the period October 2011 through September 2012.

ARTICLE 10 – WORK SCHEDULE

10.2  WORK YEAR
The Board shall adopt a school calendar of one hundred and ninety-two (192) one (191) contract days which includes a teacher planning day as the first day of the scheduled year.

10.2.1 Five (5) paid holidays shall be Labor Day, Veteran’s Day, Thanksgiving Day, President’s Day and Memorial Day.

* * *

10.2.5 For 2011-12 school year only, the work year will be reduced by five (5) contract days, from 191 to 186. The parties agree that the days eliminated will be two (2) of the paid holidays provided in Article 10.2.1, a school improvement and planning day at the beginning of the year, and up to two hazardous weather days. If by March 15, 2012, schools have not been closed any day on account of hazardous weather, then the two furlough days will be June 18 and 19, the last student day will be June 14, and the grading day will be on June 15; if schools have been closed only one day on account of hazardous weather, then the remaining furlough day will be June 19, the last student day will be June 15, and grading day will be June 18.

* * *

10.5.5 The first day of the second semester will be a no student day, divided into no more than 3.75 hours of professional development and no fewer than 3.75 hours of uninterrupted planning time. All reasonable efforts will be made to have the professional development time in the morning. The Association and the District will collaborate to determine placement of this day in the trimester calendar.
2. The parties further agree that the District will no longer treat District contributions to a tax-sheltered annuity as subject salary under PERS and OPSRP.

IT IS SO AGREED this __________ day of May 2011.

For the District

Craig Smith
Board Chair
Date

For EEA

Dayna Mitchell
EEA President
Date

Christine Nesbit
Assoc. Director, Human Resources – Labor Relations
Date

Tom DiLiberto
EEA Bargaining Team Co-Chair
Date
ILLUSTRATION OF STEP MOVEMENT
PER THE DISTRICT’S PROPOSAL (OPTION 1) -- MAY 5, 2011

Key assumptions: implementation of 1.75% reduction in salary schedule, a 186 day work year in 2011-12 and a 191 day work year in 2012-13. The new entry level step is level 0.

Example:

2010-11 Employee on Step 4 in 2009-10 moves to Step 5. Step increment is partially (50%) funded. Example, person with a Masters (or Bachelors + 60) at this level is earning $42,907 in 2010-11.

2011-12 Above employee remains on Step 5 at 50% funding level, has a 186 day contract year, and the 1.75% salary reduction is implemented. The employee would earn $42,382 in 2011-12 (about a 1.2% reduction from 2010-11 salary).

2012-13 Unless otherwise negotiated, the status quo condition is that the employee will move to Step 5 at the 100% funding level. Under the District’s proposal, 5 paid days would be added back to the work year, and the person would receive the full increment at Step 5. Under status quo, the employee in this example would earn $44,326 in 2012-13. This is a 4.5% increase over 11-12 earnings.