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:

   ARTICLE 4 – SALARIES AND RELATED COMPENSATION

   Option 1 on 4.1.1

   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 no salary increase, and a 185 day contract year. 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.

   Option 2 on 4.1.1

   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 0.25%, and a 185 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. On July 1, 2011, eligible employees will advance a step, and the step will be 1.85% over the existing salary schedule. Steps will match the employee’s years of experience. For purposes of status quo, employees eligible for step movement on July 1, 2012 will move a step, which increase will be 3.7% over, on the 2011-12 salary schedule.

   4.4.5 For 2011-12, the Association and District will transfer two hundred thousand dollars ($200,000) from the licensed insurance reserves to the District general fund, which the District will distribute as a one-time payment to members not eligible for step advancement. The lump sum will be paid to eligible unit members by November 30, 2011 as additional compensation, subject to standard payroll costs and tax withholdings. The lump sum amount will be the
same for each member based on the unit member’s assigned FTE as of November 1, 2011. To determine the amount to be distributed, the District will divide the total amount less fixed costs including District paid PERS, FICA, unemployment and workers’ compensation, by the eligible bargaining unit FTE as of November 1, 2011. This provision is not an ongoing commitment of the District or the insurance reserve fund and not a status quo responsibility after 2011-12.

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) contract days which includes a teacher planning day as the first day of the scheduled year.

10.2.5 For 2011-12 school year only, the work year will be reduced by six (6) contract days, from 191 to 185. The parties agree that the days eliminated will be a school improvement and planning day at the beginning of the year, a professional development and planning day, and up to four hazardous weather days. If by March 15, 2012, schools have not been closed any day on account of hazardous weather, then the furlough days will be instructional days scheduled at the end of the school year. The District will have the discretion to add back furlough days upon 30 days notice to the Association.

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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 effective date of this agreement is July 1, 2011.
IT IS SO AGREED this ___________ day of June 2011.

For the District

Craig Smith Date
Board Chair

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

For EEA

Dayna Mitchell Date
EEA President

Tom DiLiberto Date
EEA Bargaining Team Chair
ILLUSTRATION OF STEP MOVEMENT
PER THE DISTRICT’S PROPOSAL – June 9, 2011

Key assumptions: implementation of 0.0% reduction in salary schedule, a 185 day work year in 2011-12 and a 191 day work year in 2012-13. In 2012-13, the status quo will be the 2011-12 salary schedule, except as adjusted for the restoration of days.

Example:

2010-11 Employee on Step 5.

2011-12 Employee on Step 6, but salary schedules will be adjusted to reflect a step movement of 1.85%.

2012-13 Unless otherwise negotiated, the status quo condition is that the employee will move to Step 7, i.e., a 3.7% increase over Step 6.

The net effect is that there will be a 3.7% ongoing salary reduction, however steps will reflect years of experience.