COLLECTIVE BARGAINING AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
EUGENE EDUCATION ASSOCIATION

The parties to this Agreement agree that the terms of the 2010-2013 Collective Bargaining Agreement shall be extended through June 30, 2014, except as described in this Agreement, and further that the following sections of the 2010-13 Collective Bargaining Agreement are deleted and replaced by the same numbered sections set forth below.

ARTICLE 2 – STATUS OF AGREEMENT

2.6.1 This Agreement shall take effect on July 1, 2013, and shall be implemented on that date except when another date is specifically designated.

2.6.2 This Agreement shall remain in full force to and including June 30, 2014.

ARTICLE 4 – SALARIES AND RELATED COMPENSATION

4.1.1 The 2013-14 professional salary plan shall be as in Appendix A. The 2013-14 salary schedule shall be increased by 0.8% percent (0.8%) effective on the 91st contract day of the teacher year. The COLA increase will be reflected on the member’s January 31, 2014 payroll check and will reflect the COLA increase prorated over the number of contract days from the effective date of the COLA to the end of the year. There will be no retroactive payment on account of the delay in the COLA effective date.

4.4.4 Members eligible to advance a step for the 2013-14 school year will advance a step on the 46th contract day of the contract year instead of July 1, 2013. The step increase will be reflected on the member’s November 30, 2013 payroll check, and will reflect the amount of the step prorated over the number of contract days from the effective date of the step to the end of the year. There will be no retroactive payment on account of the delay in step movement.

4.5 ADDITIONAL PREPARATION

4.5.1 DEADLINE FOR WRITTEN NOTICE: Unit members who expect to complete coursework which will enable advancement to a higher salary column during the current work year
must give written notice to Human Resources on or before September 7, or on or before December 1, and submit documentation as described below. The September 7 notice shall state that the unit member has completed or will complete coursework on or before September 7 of the work year in which the unit member wants to be evaluated for salary column advancement.

4.5.2 DEADLINE FOR SUBMITTING TRANSCRIPTS: To be eligible for a column change retroactive to September 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by October 1. A column change for the current teacher work year can only be documented by coursework completed on or before September 7 of the current work year. If the Human Resources Department receives the September 7 notice and all documentation on or before October 1, the unit member is eligible for a column change, and payment on a new salary column will begin with the end of November paycheck. The increase will be effective September 1, with the retroactive payment in the November paycheck, and the remainder to be paid in equal installments over the balance of the contract year.

To be eligible for a column change retroactive to December 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by the first Friday teacher work day in January. If the Human Resources Department receives the December 1 notice and all documentation on or before the first Friday teacher work day in January, the unit member is eligible for a column change, and payment on the new salary column will begin with the end of February paycheck. The increase will be effective December 1, with the retroactive pay in the February paycheck and the remainder to be paid in equal installments over the balance of the contract year. A revised employment contract will be prepared for signature with the new column and salary placement.

ARTICLE 5 – EXTRA DUTY COMPENSATION

5.4.5 Middle School Team Leaders or persons with equivalent responsibility shall be defined as leaders of teams with three (3) or more full time equivalent teachers. Six middle school team leader positions will be paid an 8% extra duty stipend, per the procedures of Article 5.4.8. Any of these middle school team leader positions may be split in two (for a maximum of twelve (12) positions) with proportional payment of the 8% stipend, per the procedures of Article 5.4.8.
5.4.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive additional release days for accepting teacher leadership responsibilities in the school as follows.

Elementary teacher leadership responsibilities include:

a. Grade level facilitators,
b. Assistance with coordination of staff development and/or school improvement on such issues as addressing the achievement gap or special needs students,
c. Technology facilitation,
d. Coordination and organization of student performances, and
e. Coordination of testing.

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 and forty-five dollars ($1,145.00) per month for the period October 2013 through September 2014. There will be a one-time transfer of $200,000 from the licensed insurance reserve fund to the District general fund on October 1, 2013 to cover the cost of the insurance increase. There will be a second transfer of $589,000 from the licensed insurance reserves to the District general fund on August 1, 2013, representing the cost of the COLA and a portion of the step increases.

ARTICLE 8 – LEAVES OF ABSENCE WITH PAY

8.7.3 CONDITIONS OF STUDY LEAVE: Due to economic conditions, no study leaves will be granted for 2013-14.

ARTICLE 9 – LEAVES OF ABSENCE WITHOUT PAY

9.6 UNPAID PART-TIME LEAVE

Contract bargaining unit members are eligible for part-time leave at the District’s discretion. The contract bargaining unit member on part-time leave must give the District Human Resources Department written notice by February 1 of the year while on part-time leave of the unit member’s intent to continue on the part-time leave for the
following year. On or before January 10\textsuperscript{th}, the Human Resources Department will give part-time unit members an e-mail notice of the February 1\textsuperscript{st} deadline. Failure of the bargaining unit member to give written notice to the Human Resources Department by February 1 will result in the unit member being automatically returned to full-time status beginning the first day of the school year following his/her leave.

\textbf{ARTICLE 10 – WORK SCHEDULE}

10.1.5.c Elementary unit members will have at least two hundred ten (210) minutes of preparation per week, with no daily portion smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length. This 210 minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e. For 2013-14 only, the elementary preparation time in Article 10.1.5.c will include at least two (2) thirty (30) minute blocks of preparation time during the student day each week, which time will generally be used for individual planning and/or collaboration at the member’s discretion.

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

For the 2013-14 school year only, the work year will be reduced by 9 contract days, including 8 student contact days and 1 non-student contact day (a 182 day work year).

Any of the cut days may be offset by hazardous weather days. Notice that the days will be added to the end of the year will be made by April 15, 2014. The District may restore days upon 30 days’ written notice to EEA.

The non-student contact day eliminated will be April 17, 2014. Three of the student contact days will be during the week of Thanksgiving. The District and the Association will collaborate on the placement of the remainder of budget reduction days and on the placement of PD/Planning days provided by 10.5.4 as necessary to support the needs of trimester schools.

Trigger: For the 2013-14 school year, if either of the contingencies below occur, the District will use the additional funds to add back FTE (licensed and/or classified) up to 2012-13 service levels, and/or to add back instructional days:

(1) By September 15, 2013, the most recent State School Fund Grant estimate issued by the ODE to Eugene 4J reflects a General Purpose Grant per extended ADMw of
$6,555.00 or more. As of the date of this tentative agreement, the most recent SSF Grant estimate issued by the ODE to Eugene 4J reflects a General Purpose Grant per extended ADMw of $6,527.00;

(2) By September 15, 2013, the District receives a new Actuarial Valuation Report from Milliman in which the composite rate for Tiers 1 and 2 and OPSRP is lower than 18.44%. Eighteen and forty-four one-hundredths percent (18.44%) is calculated by subtracting the savings of 3% included in the budget from the PERS composite rate of 21.44% per Milliman’s December 2012 Actuarial Valuation Report. In determining the composite rate, the District will assume the percentage of members is 65% for Tiers 1 and 2 and 35% for OPSRP.

(3) The parties agree that any dispute under this Article will be resolved through expedited arbitration. For any dispute under this Article, the parties waive the procedures under 3.3.3, 3.3.4 and 3.3.5, and agree to file for arbitration within 10 days of the party’s knowledge of a dispute over the interpretation or application of this Article.

10.2.5 With the mutual agreement of the District and a counselor, nurse, or ESS member, the days in the work year may be arranged to include more summer days and fewer regular school-year days so long as the total remains the same as other members are assigned. The member will collaborate with his/her administrator to select which regular school days will be substituted for summer days already worked.

10.5.2 If unit members voluntarily participate in paid staff development outside paid contract time, they will be paid at a daily rate of $276 (for eight (8) hours) or an hourly rate of $34.50.

APPENDIX E
PILOT ON LICENSED STAFFING

1. PURPOSE. The District and the Association acknowledge their mutual interest in stability in licensed staffing, in avoiding disruptions to the classroom stemming from displacements, layoffs, transfers and leaves, and in expediting the placement and recall processes for staff who are displaced, laid-off, or returning from leave. The purpose of this agreement is to explore on a pilot basis ways to advance these mutual interests.

2. DURATION. This Appendix E takes effect upon ratification and expires on September 1, 2015.
3. JOB EXPO. In lieu of the exclusive posting period and voluntary transfer processes described in Articles 11.1 and 11.4, the District will provide an internal job expo. Members who have been displaced or who wish to seek a transfer to another building will have the opportunity to interview for position(s) for which they may qualify. The District will place displaced members following the job expo.

4. NOTICE OF RECALL. Notwithstanding Article 12.12.3.b, laid off members shall be responsible for notifying Human Resources of a telephone number and email address through which they can be reached. Any laid off member may provide Human Resources written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the member’s behalf. Laid off members, or designee thereof, will be contacted by telephone/ voicemail and email to be offered a position, and shall respond within seventy-two (72) hours following the email. The District will assume its offer for a position is rejected if: (1) the laid off member does not respond within 72 hours of the email from the District; (2) the member responds and declines; or (3) the District cannot reach the member at his or her last known email.

A laid off full-time member who rejects an offer of a full-time position will lose all recall rights and thereafter will be considered only as a new hire. A laid off part-time member who rejects an offer of a part time position will lose all recall rights. However a member who fails to respond to the District’s offer for a position within 72 hours will not lose all recall rights but will have one final opportunity to be placed back on the recall list.

Members who accept a position will report for work within seven (7) days, unless: (1) such member is under contract with another school district and is unable to obtain a release from the 60-day notice, in which case the member will have up to 60 days to report, or (2) reporting within seven (7) days will present undue hardship to the member and the member and District have agreed in writing to an alternate reporting date. A member who fails to report within the timelines herein will lose all recall rights and thereafter will be considered only as a new hire.

OTHER:

During 2013-14, the District will fund the university liaison (0.1 FTE) and seminar coordinator (0.2 FTE) positions. The District and EEA each acknowledge the value of professional
development.

It is so agreed this 18th day of September 2013.

For the District:

Mary Walton
Board Chair

Christine Nesbit
Assoc. Director Human Resources-
Labor Relations

For Eugene Education Association:

Tad Shannon
EEA President

EEA Bargaining Team Chair

3/5/14
Date

3/5/14
Date