DISTRICT PACKAGE PROPOSAL — JUNE 13, 2013, 11:25 PM

THIS IS A PACKAGE PROPOSAL; REJECTION OF ANY ONE ITEM CONSTITUTES REJECTION OF THE WHOLE.

ALL TERMS PREVIOUSLY AGREED UPON (2.6; 4.5; 5.4.5; 5.4.9.C & 5.4.9.E; 8.7.3; 9.6; 10.1.5.C; 10.2.5; 10.5.2; APPENDIX E)

ARTICLE 2 – STATUS OF AGREEMENT

2.6 EFFECTIVE DATE

2.6.1 This Agreement shall take effect on July 1, 2010 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, 2013 2014. Either party may reopen only article 4.1.1 (salary), article 4.4.4 (step advancement), article 6.1 (active employee insurance contribution), and article 10.2 (school work year only).

ARTICLE 4 – SALARIES AND RELATED COMPENSATION

4.1 PROFESSIONAL SALARY PLAN:

The professional salary plan for all unit members, except as herein provided, shall be as described below.

4.1.1 The 2010-11 2013-14 professional salary plan shall be as in Appendix A. The 2009-10 2013-14 salary schedule shall be increased by one 0.8% percent (1 0.8%) effective July 1, 2010 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 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—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.

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 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.

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 twenty-five dollars ($1,125) forty-five dollars ($1,145.00) per month for the period October 2012-2013 through September 2013-2014. 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.

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.

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.
OTHER
All other terms of the collective bargaining agreement remain in effect through June 30, 2014.

NON-CONTRACT ISSUES:  (1) For 2013-14, the District will provide a program of elementary specialists (PE, music, and/or other specialists to be determined)

(2) The District will encourage site administrators to maximize the use of meeting time and to shorten meeting duration.

(3) For 2013-14, instruction directors will report to JCAC once in the first and second trimesters on the number and duration of regularly scheduled meetings in their buildings.

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

This offer is based on the District’s projected revenue for 2013-15 as of May 28, 2013, and assumes State School Funding at a $6.55 billion level plus PERS reform as described in SB 822 and associated budget note, which is subject to a PERS board decision to implement. The District reserves all rights to withdraw this offer, or to advance a different offer if the District’s good faith projections change.