

MEMORANDUM OF AGREEMENT  
Between Bethel School District and Eugene Education Association  
2011-2012 School Year

The Bethel School District #52 and the Eugene Education Association are currently parties to a collective bargaining agreement effective 2008-2012. In recognition of current economic conditions, the parties agree to this memorandum of agreement to modify their collective bargaining agreement as set out below for the 2011-2012 school year. This memorandum shall be based upon the current understanding of Oregon k-12 state school funding for the 2011-2012 school year.

**The following provisions shall be implemented with the passage of Measure 20-182 (Temporary city income tax for schools) on May 17, 2011:**

1. Cost of living adjustment to salary schedule (Article XXVI, Part A): For the 2011-2012 school year only, the 2.06% cost of living adjustment shall not be applied to the salary matrix and become effective until the last day of the fiscal year (June 30, 2012). Past practice and future practice is that salary increases are applied and the matrix changes when the new year begins on July 1.
2. Professional Development Committee (PDC) Funds (Article XXV): A onetime transfer of \$120,000 from PDC shall be made to the District from the 2011-2012 allocation. While PDC is on hiatus the PDC Chair stipend shall not be paid.
3. Work year (Article II): The Association agrees to up to 5 reduced work days during the 2011-2012 school year, with the participation of all Bethel employee groups.
  - a. Salaries for bargaining unit employees shall be reduced on a prorated basis to each member's normal work year.
  - b. For each \$165,000 the district receives in combination, above \$1.77 million from the temporary city income tax for schools or in excess of current projected revenue from the State School Fund (over an official ODE State School Fund Estimate based on a \$5.756 billion K-12 legislative allocation) a day will be restored (up to a total of 3 instructional days). The District shall make a good faith effort to deliver a decision on the reinstatement of days on or before March 16, 2012.
  - c. Days to be reduced as follows:
    - i. September 30, 2011 (non-instructional day)
    - ii. October 14, 2011 (non-instructional day)
    - iii. May 25, 2012 (instructional day)
    - iv. June 4, 2012 (instructional day)
    - v. June 15, 2012 (instructional day)
4. Salary Schedule Steps (Appendix II): Steps (vertical movement) shall occur at the **MIDPOINT** of this school year. Salary reflecting this change will be distributed evenly across the pay periods. On June 30, 2012 all employees will be reinstated to their full-step. Past practice and future practice is that steps are applied and the matrix changes when the new year begins on July 1.

**The following provisions shall be implemented with the failure of Measure 20-182 (Temporary city income tax for schools) on May 17, 2011:**

1. Cost of living adjustment to salary schedule (Article XXVI, Part A): For the 2011-2012 school year only, the 2.06% cost of living adjustment shall not be applied to the salary matrix and become effective until the last day of the fiscal year (June 30, 2012). Past practice and future practice is that salary increases are applied and the matrix changes when the new year begins on July 1.
2. Compensation change (Article XXVI, Part A): For the 2011-2012 school year only, a 1.05% decrease in salary shall be applied to the salary matrix. This decrease will become null and void on the last day of the fiscal year (June 30, 2012).
3. Professional Development Committee (PDC) Funds (Article XXV): A onetime transfer of \$120,000 from PDC shall be made to the District from the 2011-2012 allocation. While PDC is on hiatus the PDC Chair stipend shall not be paid.
4. Work year (Article II): The Association agrees to up to 10 reduced work days during the 2011-2012 school year for employees on 192 day contract agreements, with the proportionate participation of all Bethel employees and employee groups.
  - a. Salaries for bargaining unit employees shall be reduced on a prorated basis to each member's normal work year.
  - b. If the District receives additional unanticipated and unrestricted monies from the State School Fund, in excess of current projected revenue, then days removed from the school year shall be reinstated. For every additional \$165,000 increment received through the State School Fund, over an official ODE State School Fund (Estimate based on a \$5.756 billion K-12 legislative allocation), a day will be restored (up to a total of 8 instructional days). The District shall make a good faith effort to deliver a decision on the reinstatement of days on or before March 16, 2012.
  - c. Days reduced and restored shall be in proportion to the number of days reduced for all other employees and employee groups.
  - d. Days to be reduced as follows:
    - i. September 30, 2011 (non-instructional day)
    - ii. October 3, 2011 (instructional day)
    - iii. October 14, 2011 (non-instructional day)
    - iv. October 24, 2011 (instructional day)
    - v. December 16, 2011 (instructional day)
    - vi. January 9, 2012 (instructional day)
    - vii. March 23, 2012 (instructional day)
    - viii. May 25, 2012 (instructional day)
    - ix. June 4, 2012 (instructional day)
    - x. June 15, 2012 (instructional day)
  - e. Proportionate reduced day participation for bargaining unit employees shall be determined by the following chart:

Employee Group	Employee	"Contract" Days	%age of Pay per Day	Days Reduced	% of Total Pay Reduction from Cut Days
Eugene Education Association	Teachers	192	0.52%	10	5.21%
	Elem Counselors	195	0.51%	10.25	5.26%
	MS Counselors	197	0.51%	10.25	5.20%
	HS Counselors	199	0.50%	10.5	5.28%
	Media Specialist	202	0.50%	10.5	5.20%
	Athletic Trainer	192	0.52%	10	5.21%
Bethel Association of Classified Employees	180 Classified	180	0.56%	9.25	5.14%
	182 Classified	182	0.55%	9.5	5.22%
	192 Classified	192	0.52%	10	5.21%
	199 Classified	199	0.50%	10.25	5.15%
	215 Classified	215	0.47%	11.25	5.23%
	221 Classified	221	0.45%	11.5	5.20%
	222 Classified	222	0.45%	11.5	5.18%
	225 Classified	225	0.44%	11.75	5.22%
	226 Classified	226	0.44%	11.75	5.20%
	228 Classified	228	0.44%	11.75	5.15%
	233.5 Classified	233.5	0.43%	12.25	5.25%
	238 Classified	238	0.42%	12.5	5.25%
	240 Classified	240	0.42%	12.5	5.21%
	243 Classified	243	0.41%	12.75	5.25%
260 Classified	260	0.38%	13.6	5.23%	
Confidential, Supervisory, and Exempt	240 Day Supervisory	240	0.42%	12.5	5.21%
	260 Day Supervisory	260	0.38%	13.6	5.23%
	260 Day Confidential	260	0.38%	13.6	5.23%
	182 Day Exempt	182	0.55%	9.5	5.22%
	192 Day Exempt	192	0.52%	10	5.21%
	200 Day Exempt	200	0.50%	10.5	5.25%
	220 Day Exempt	220	0.45%	11.5	5.23%
	260 Day Exempt	260	0.38%	13.6	5.23%
Administrators	216 Day Administrative	216	0.46%	11.25	5.21%
	220 Day Administrative	220	0.45%	11.5	5.23%
	225 Day Administrative	225	0.44%	11.75	5.22%
	260 Day Administrative	260	0.38%	13.6	5.23%

5. Salary Schedule Steps (Appendix II): Steps (vertical movement) shall not be applied to compensation during the 2011-2012 school year and shall be applied on the last day of the fiscal year (June 30, 2012). Past practice and future practice is that steps are applied and the matrix changes when the new year begins on July 1, 2012.

**Other Provisions**

No bargaining unit employee shall suffer any additional loss of pay or benefits as a result of this memorandum of agreement. (Including, but not limited to: personal leave, holidays, sick leave, insurance contribution, extra duty compensation, extended contract, or calculation of seniority), regardless of the state funding level.

This memorandum of agreement is in place for one year and one year only and shall expire June 30, 2012 with a return to the status quo as governed by the terms of the 2008-2012 collective bargaining agreement. Furthermore, this memorandum does not serve to, nor in anyway set precedence for either party for future contract negotiations or memorandum of agreement considerations.

  
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For the District

4-12-11  
Date

  
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For the Association

4/12/11  
Date