

**Memorandum of Agreement  
Between  
Eugene School District 4J  
And  
Eugene Education Association**

The Eugene School District 4J and the Eugene Education Association agree to modify the 2007-10 Collective Bargaining Agreement as detailed below:

1. For the 2009-2010 work year all bargaining unit employees shall have their work year assignment reduced by seven (7) work days, as follows:
  - 1.1 One student attendance day;
  - 1.2 The Statewide Inservice Day;
  - 1.3 One and a half scheduled planning days;
  - 1.4 One and a half unscheduled planning days; and
  - 1.5 Two professional development days.
2. Employees will not be paid for, nor apply paid leave (i.e., personal leave or sick leave) toward, the above-referenced days. Employees will not be required to work or to report for work on any of the days being eliminated from the work year.
3. Professional development and planning time will be scheduled such that there will be 3.75 hours of professional development and 3.75 hours of planning time scheduled on the day after winter and spring break.
4. Each party will appoint a subcommittee to process the scheduling of the workdays to be eliminated from the 2009-10 calendar. The work of this subcommittee will be completed prior to the District's presentation of the proposed school calendar to the Board on April 15, 2009.
5. The 2009-10 salary schedule shall not be modified. Salaries for bargaining unit employees shall be reduced on a pro-rated basis to each member's normal work year assignment.
6. No bargaining unit employee shall suffer any additional loss of pay or benefits as a result of this Memorandum of Agreement (e.g. personal leave, holidays, sick leave, insurance contribution, extra duty compensation, extended contract or calculation of seniority).
7. Notwithstanding Article 10.5.4 of the parties' Collective Bargaining Agreement, the transfer of funds from the certified insurance reserve fund to the District general fund for the 2009-10 fiscal year will not take place. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect.
8. The District will report annually to the Board the amount by which the actual costs to employ licensed personnel fell short of, or exceeded, the projected costs. This report will be provided at a Board meeting scheduled in the spring, and will be noted in the summary of the audit report.
9. This Agreement is entered into based on the unique circumstance caused by the District's 2009-2010 projected fiscal shortfall and as such, shall not set a precedent for future decisions nor create or be used in support of any bargaining obligation in the future.

IT IS SO AGREED this \_\_\_\_\_ day of April, 2009

For the District

For EEA

\_\_\_\_\_  
Charles Martinez, Jr.                      Date  
Board Chair

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Paul Duchin                                      Date  
EEA Co-President

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

\_\_\_\_\_  
Merri Steele                                      Date  
EEA Co-President

\_\_\_\_\_  
Jeff Jackson                                      Date  
UniServ Consultant

DRAFT 5/25/09