

MEMORANDUM OF UNDERSTANDING
Between
The Three Rivers Education Association/SOBC
And
The Three Rivers School District

A. Intent of the Parties

1. The District and the Association acknowledge:
 - a. That the level of revenue available to fund the 2009-10 economic provisions of the current Collective Bargaining Agreement (CBA) remain in a state of flux;
 - b. That the Oregon Legislature, the people of Oregon and local taxpayers all have a role in the process of stabilizing these funding levels;
 - c. That the Oregon Legislature, the people of Oregon and local taxpayers have a responsibility to adequately fund quality public schools in Oregon and that school employees should not be asked to assume a disproportionate share of that responsibility; and,
 - d. That the best long-term interests of students will be served by attempts to preserve the full range of services currently available.

Therefore, the parties agree that the employee compensation levels established by the current CBA are appropriate (based on CPI increases and competitive standards) and that the modifications to the CBA contained in this Memorandum are temporary concessions to the current State school funding crisis.

2. In order to make appropriate preparations, this Memorandum is entered into assuming the worst-case scenario in terms of the District's funding levels for the 2009-2010 school year.

It is the intent of the parties, therefore, that the scheduled reduction of the employee work year contained in this Memorandum will be modified if the District's overall financial situation improves.

- a. The District and the Association will cooperate to find ways to minimize waste and otherwise reduce expenditures as much as possible.
- b. During the period of May 5th through 20th, 2010, the parties will review the District's financial situation and, if the District's General Ending Fund Balance is projected to exceed 3% of the total General Fund budget, the parties will reinstate workdays until the Ending Fund Balance projection is no more than 3%. The parties also agree that the District will not artificially hold excess balances in other budget fund accounts in order to minimize the apparent General Fund ending balance.

B. Employee Work Year/School Calendar

1. For the 2009-10 school year, the number of workdays for members of bargaining unit may be reduced up to by ten (5) days after the conditions stated in this memorandum are met.
 - a. The number of workdays reduced shall be the same for each member of the bargaining unit.

- b. The number of workdays reduced for bargaining unit members shall not exceed the number of workdays or the equivalent percent of total compensation reduced for other employees of the District including each of the administrators
- 2. The school calendar shall be adjusted to reduce the days from the end of the scheduled school year. The District agrees to report the 2009-2010 school year as the actual number of days worked to the Oregon Department of Education, not the originally scheduled number of days.

C. Compensation

1. Salary

- a. The 2009-10 Contractual salary schedule and/or compensation shall not be modified except as "b" below.
- b. Salaries (resulting from reduction of work days) for bargaining unit members shall be reduced on a pro-rated basis to each member's normal work year.
- c. Teachers will be given a choice to minimize the year-end impact of total salary losses related to the reduction of the school year by calculating and deducting in equal installments from paychecks commencing with the first pay period or they may choose to deduct the entire reduction at the end of the school year. Any final adjustments in salary shall be made in the last paycheck of the work year.
- d. Salary earned for hours/days worked beyond an employee's normal schedule (i.e. overtime, special trips, extended contract, and special duty) shall be paid at the time it is earned, as per normal practice.

2. Insurance

- a. Insurance coverage shall be maintained at current levels.
- b. There shall be no loss or interruption of insurance coverage to bargaining unit members due to the reduction of the work year.
- c. The District shall maintain its full insurance premium contribution level for each unit member without interruption.

3. Other Benefits

- a. The reduction in the work year shall not be considered for purposes of calculating other benefits (e.g. leaves, tuition reimbursement, and professional development) due to bargaining unit members.
- b. The reduction in the work year shall not impact a bargaining unit member's qualification for, or receipt of, Early Retirement Benefits.

D. Employment Status

- 1. Since seniority is calculated based on an employee's first day of service, the reduction in the work year shall not impact the seniority status of any bargaining unit member.
- 2. Calculation of a unit member's status as a temporary vs. contract employee shall be based on the original work year established in Article 14 of the Collective Bargaining Agreement.

E. Staffing/Program Levels

1. Given that the District and the Association have entered in to this Memorandum in an attempt to preserve both educational programs and employee jobs, the parties agree that for the 2009-10 school year, there will be no lay-off of bargaining unit members above those designated in "scenario 3" (See attached scenario) of the appropriate funding reduction for the first trimester. In addition, it is understood that two additional positions beyond scenario three will be preserved. Necessary RIFs will also be reduced through resignation and or retirements of any licensed personnel.
2. If funding by any source is greater or replaced, any additional funding will be used first to restore licensed teaching positions, and second to restore days.
3. As needed during the duration of the 2009-10 school year, bargaining unit positions may be reduced by normal attrition pursuant to the terms of the Collective Bargaining Agreement after all recalls are completed.
4. It is assumed that the District will make appropriate budgetary plans in the event that the current funding crisis is not resolved during the term of this agreement and the District's budget shortfall persists into the subsequent school year. In making such plans:
 - a. The District will not assume that bargaining unit members will continue to accept across-the board reductions;
 - b. The District will seek input from the Association.
5. The district will make reductions in the extra curricular activities to equal one teaching position. In return, the Association agrees to freeze the extra duty rates at the 2008-2009 schedule.
6. Evaluations will be required for all probationary teachers and for contract teachers who have not been on the evaluation cycle since 2007-2008, along with any teachers who are notified by June 1, 2009 that they will be continued on the observation cycle for the next year.
7. Teachers will be given the option to use Easy Grade Pro instead of ESIS for grading. It is understood that technical support for knowing how to use the program will not be available through the district.
8. Teacher attendance outside the regularly scheduled eight hour day as provided for in Article 15, Section B will not exceed three (one per trimester). Any teacher who is requested by administration and volunteers beyond three, will be compensated or be provided compensation time, as designated by the teacher.
9. On days that students are not present, there will be no charge to absent teachers for the use of substitutes.
10. The district and association recognize the importance of instructional monitoring techniques to maximize student engagement including consistent and frequent checking for understanding. It is recognized that while "Kagan" structures for checking for understanding fit many teachers' styles, they are not the only means to that end.

Other strategies and activities are acceptable and can be effective. The district goal of improving student engagement will be an ongoing focus. For evaluation purposes,

11. Parent conferences will be limited to three per year.
12. When a delayed start is called, teachers will not be required to attend during such time.
13. The following sick leave incentives will be implemented: any monies of the \$440,000 budgeted for sick leave use, not used by the end of the year, will be equally shared among all teachers who use 3 sick days or less during the year. The amount will be paid no later than June 30.
14. Insurance information will be provided/presented no later than May 20, 2009 in order to allow the Association to make appropriate decisions and provide necessary information to members. This will be completed in order to allow members to have adjustments made to their premiums costs.
15. All public communications regarding reduced days shall be jointly developed including a press release noting that this is a layoff due to lack of state funding and that no staff members are being paid.

1. This Memorandum of Understanding shall be considered a modification to the Collective Bargaining Agreement and, specifically Article 14, for the purpose of reducing the employee work year.
 - a. As such, the resulting school year calendar modification shall not be deemed a "school closure" and provisions of statutes related to school closure shall not apply.
 - b. As such, bargaining unit members shall not be eligible for unemployment benefits except as required by statute or administrative rule.
 - c. All provisions of the Collective Bargaining Agreement not modified by this Memorandum of Understanding shall remain in full force and effect.
2. This Memorandum of Understanding shall become effective upon signature of the parties and shall expire June 30, 2010 with a return to the status quo as governed by the terms of the 2007-10 Collective Bargaining Agreement.
3. The parties agree that this Memorandum shall not be used as evidence of past practice or as an argument for precedence in the future.
4. In the event that all reductions in days have been able to be restored by August 1, 2009, this agreement will be null and void.

Solution
Ima

5-11-09

Date

Date 5/4/09

Date _____