

**TENTATIVE AGREEMENT
EDPS BOARD OF EDUCATION
-and-
LOCAL 120**

I. Term

Through 11:59 p.m., June 30, 2014, with economic and ~~benefit~~ re-opening in June of 2012 and 2013. wom

II ECONOMIC PROPOSAL

Contribution to the cost of health, ~~dental~~ and vision of 20% of the annually-established "illustrative rate" (defined below) of the cost of health, ~~dental~~ and vision benefits, as determined by the District's insurance consultant, McGraw Wentworth beginning promptly upon ratification of this agreement, following amendment of the District's Section 125 plan to permit pre-tax payments. wom

- Wage Reduction beginning 2011-12
 - 9% wage reduction based upon achievement of Stanfred High enrollment + 255 (Stanfred statistics attached).
 - 10% wage reduction based upon achievement of Stanfred Most Likely enrollment + 255 (percentage based upon 12.9% less the prior contract settlement concession).
 - 17.4% wage reduction based upon achievement of Stanfred LOW projections + 255 (percentage based upon 20% less the prior contract settlement concession).
 - In the event enrollment is between any two of the three scenarios set forth above, the wage reduction shall be calculated by the Board based upon the reduced enrollment and its relation to the range described above.

Wage reductions will be calculated by the Board or its designee on count day, or promptly thereafter, and applied for the current fiscal year on an annualized basis in the first payroll following the calculation. The reduction shall be shared with the Union promptly upon calculation and prior to implementation.

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- Food Service personnel who are not paid from General Fund shall experience a 3.5% wage reduction regardless of pupil count provided the food service fund does not run a deficit. In the event that the food service fund runs a deficit, a wage reduction, beginning the subsequent fiscal year, shall be calculated based upon the percentage of revenues which the deficit reflects. wom

The wage reduction required herein, whether ~~3.5%~~, 9%, 17.4% or any percentage in between, shall be an equivalent wage reduction, which may be reached through a straight wage reduction, an offset in benefits, furlough days or combination thereof. The parties shall use best efforts to identify, by September 1, 2011, measures to mitigate the necessary wage reduction as calculated above, while still realizing the equivalent wage reduction, which equivalence shall be determined in the sole discretion of the Board. In the event that no such equivalence acceptable

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June 24, 2011

to the Board may be identified by September 1, 2011, the percentage of wage reduction as calculated above shall be implemented as a straight reduction to wages.

Term shall be three years, through June 30, 2014, with economic and ~~re-opening~~ re-opening in June 2012 and 2013.

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T.A. William McCabe
T.A. JDS 6-24-11

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NO REDUCTION TO FOOD SERVICE

NO WAGE REDUCTION TO LAYED-off employees

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