

**MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
EUGENE EDUCATION ASSOCIATION**

This Memorandum of Agreement (MOA) is between the Eugene School District 4J (District) and Eugene Education Association (Association) acting in its capacity as the exclusive representative for licensed substitute teachers of the District.

1. **Duration.** The duration of this MOA is from March 30, 2020 through June 30, 2020. It may be reopened for renegotiation or terminated during its term if Executive Orders, laws or state regulations are issued that conflict with or modify the terms of the MOA, or render performance of terms impossible or illegal.

2. **Conflicting Provisions.** This MOA shall supersede any conflicting provisions in any existing 2018-22 collective bargaining agreement, as amended by an MOA dated July 24, 2019 (“CBA”), or past practice between the parties for the duration of this agreement.

3. **Operational Changes.** In accordance with the Governor’s Executive Order No. 20-08, as extended, District schools will be closed to students from March 16, 2020 through the end of the school year, and the District is required to provide supplemental services, distance learning, and emergency management activities. The Association recognizes the need for flexibility in the nature of work that may be assigned during the school closure period.

4. **Employment Status and Availability of Eligible Substitutes.**

4.1 For purposes of this MOA only, the term “eligible substitute” means a guest teacher who worked a minimum of the equivalent of 69 full days between August 27, 2019 and March 13, 2020, and has responded affirmatively to the district’s offer described in paragraph 4.2 within three days.

4.2 Within three days of reaching a tentative agreement on this MOA, District shall offer each prospective eligible substitute the opportunity to work up to a maximum of 35 days between April 13 and the end of the 2019-20 school year in exchange for payment of wages for 35 8-hour days at the substitute’s regular rate of pay (including 5% and 10% differentials as applicable).

4.3 Work includes: (a) stand-by status, meaning, ready and available for any work-related communication, and available to report physically to work or to begin assigned teleworking assignments upon one hour’s notice; (b) work time at a district site, which may include child care or other essential services; (c) teleworking in any capacity determined suitable by a district administrator; or (d) a combination of the above with prior administrative approval. If a substitute who is called to work or telework declines a work assignment for any or no reason (except for personal illness, a quarantine order, or because the proposed assignment conflicts with their medical provider’s advice or is inconsistent with recommendations of public health authorities), the employee’s status as an “eligible substitute” and district’s obligation to continue pay that employee shall cease immediately.

4.4 Employees in stand-by status shall be available to report to work upon one hour’s notice between 8AM and 4 PM on student instruction days, and shall monitor their work email and personal phone messages frequently enough through-out the work day to be able to satisfy their obligation to be ready and available for any work-related communication. Employees are

expected to return a phone or text message from an administrator or Human Resources within thirty (30) minutes. Eligible substitutes may notify the substitute desk by email, in advance of a potential work day (up to a maximum of seven), that they are unable to work or serve in a standby status on that day.

5. **Extended Service Substitute Assignments.** Guest teachers who have committed to an extended service assignment (defined as working for ten (10) consecutive days of service as a substitute for the same teacher or in the same assignment, including grading, staff development and planning days) as of March 13 shall continue to work in and receive compensation for that assignment for the duration of the assignment only. If the assignment was of unknown duration, the District will look at all the surrounding circumstances to make a reasonable judgment about when the assignment would have ended.

6. **Pay differential determination for the 2020-21 school year.**

6.1 Notwithstanding Article VI.D.1 of the CBA between the parties, a guest teacher is eligible for the 5% differential pay for the 2020-21 school year only, if the guest teacher was in a paid status under the terms of the CBA for 33 or more full or half days, or any combination of full or half days, between August 27, 2019, and March 13, 2020.

6.2 Notwithstanding Article VI.E.1 of the CBA between the parties, a guest teacher who is eligible for the five percent differential is eligible for an additional five percent (5%) or a total of 1.10 times the daily rate for the 2020-21 school year if the substitute teacher is employed the prior school year as a substitute teacher under the terms of this agreement for a minimum of fifty-three (53) regular work days or one hundred and six (106) one-half work days or any combination of regular work days and one-half work days which total a minimum of fifty-three (53) regular work days between August 27, 2019 and March 13, 2020.

7. **Fringe Benefits.**

7.1 Eligibility For District Paid Medical Insurance Contribution for the 2020-21 Plan Year.

7.1.1 Notwithstanding Article VII.A.2 of the CBA, to become eligible for the District insurance contribution for the 2020-21 plan year, a substitute teacher must have substituted for the District a minimum of sixty-seven (67) full days or one hundred and thirty-three (133) half-days or any combination of full days and half-days which total a minimum of sixty-seven (67) full days between August 27, 2019 and March 13, 2020.

7.1.2 Notwithstanding Article VII.A.3 of the CBA, substitutes receiving the district insurance contribution under the terms of the CBA during 2019-20 may continue to receive the District insurance contribution for the 2020-21 plan year if between August 27, 2019 and March 13, 2020, the substitute teacher substituted for the District a minimum of fifty-three (53) full days or one hundred and six (106) half days or any combination of full and half work days which total a minimum of fifty-three (53) full work days.

7.2 Eligibility to Self Pay Premiums for District Health Benefit Plan(s) for the 2020-21 Plan Year.


Notwithstanding Article VII.B.1 of the CBA, substitute teachers who (a) have substituted for the District a minimum of thirty-three (33) full work days or sixty-seven (67) half days or any combination of full and half work days which total a minimum of thirty-three (33) full work days

between August 27, 2019, and March 13, 2020, or (b) were employed as a member of the contract teacher bargaining unit for one hundred thirty-five (135) days in the preceding school year, are eligible to participate in and pay the premiums for the available District health benefit plan(s) for the 2020-21 plan year.

Substitute teachers who in the 2019-20 plan year were eligible to self pay the insurance premium and have been participating in the available District health benefit plans, may continue participation in the 2020-21 plan year if they substituted for the District a minimum of twenty (20) full work days or forty (40) half days or any combination of full and half work days which total a minimum of twenty (20) full work days between August 27, 2019 and March 13, 2020.

8. **Waiver.** The parties agree this MOA satisfies any bargaining obligation imposed by the PECBA regarding the decision and impact of the terms and conditions of employment that are addressed above.

EUGENE SCHOOL DISTRICT 4J


For the District

2/28/20
Date

EUGENE EDUCATION ASSOCIATION

Peter Swinford

For the Association

4/10/20
Date

Tentatively agreed to this 10th day of April 2020.



