

**Memorandum of Agreement
Between
Eugene School District 4J
And
Oregon School Employees Association Eugene Chapter 1**

This Memorandum of Agreement is entered into by and between the Eugene School District 4J ("District") and the Oregon School Employees Association Eugene Chapter 1 ("Association"). The District and Association are parties to a collective bargaining agreement ("CBA") with effective dates of July 1, 2022 - June 30, 2025.

RECITALS

Effective July 1, 2023, Senate Bill 283, in relevant part (Section 18 (2)), modified ORS 332.544 to include the following new language: "a classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause."

The parties' intention with this Memorandum of Agreement ("MOA") is to modify the existing CBA to comply with SB 283 (Section 18 (2)).

The relevant current CBA language includes the following:

Article 9.1.3 - The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.

TERMS OF MEMORANDUM OF AGREEMENT

The parties agree to the following changes to CBA language and provisions:

1. Article 9.1.3 is modified as follows:
 - A classified school employee shall have the right to be dismissed, demoted, or disciplined only for just cause. Probationary employees who are dismissed, demoted or disciplined may access the provisions of Article 25 – Grievance Procedure through Formal Level Two. In any case in which a probationary employee believes that their right to be disciplined or discharged only for just cause has been violated, the Association may file a complaint with the Oregon Employment Relations Board, alleging a violation of ORS 243.672(1)(g). The Union and employee must first exhaust the Grievance procedure through Formal Level Two prior to the Association filing a complaint with ERB.
2. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
3. Any disputes regarding an alleged violation or the interpretation or application of this agreement, shall be resolved pursuant to the grievance procedure in the CBA between the parties, except that alleged violations of probationary employee disciplines, demotions and dismissals shall be enforced pursuant to section 2 of this Agreement.
4. If legislation is passed that modifies ORS 332.544 or affects any term of this MOA, the parties agree to immediately reopen this MOA and bargain over the legislative changes through 90-day interim bargaining pursuant to ORS 243.798 (if the change occurs during the CBA's term)

or through successor CBA negotiations (if the parties are engaged in such negotiations).

5. This MOA shall become effective upon signature of the parties.

The parties acknowledge their agreement with the terms of this Memorandum of Agreement by signing below.

For Eugene School District 4J:


Jenny Jonak, Board Chair

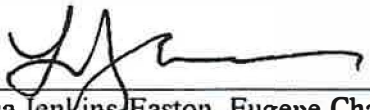
07/03/2024

Date


Colt Gill, Interim Superintendent

7-3-24

For OSEA:


Lisa Jenkins-Easton, Eugene Chapter 1 President

Date

6.7.2024


Sarah Pishioneri, OSEA Field Representative

Date

06/07/2024