# **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 (OSEA) 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

The parties' intention with this Memorandum of Agreement ("MOA" or "Agreement") is to clarify leave access and compensation for classified staff who volunteer as coaches for the District and receive compensation as described below. The District and the Association acknowledge a mutual interest in establishing equitable access to leave and compensation for employees who perform this important District role.

### TERMS OF MEMORANDUM OF AGREEMENT

- 1. COMPENSATION: The base compensation for coaching assignments will be equivalent to that established in the Eugene Education Association Athletics Extra Duty Salary Schedule and Coaching Score Salary Schedule Tiers.
- 2. LEAVE ACCESS:
  - a. Coaches will receive paid Athletic Leave when necessary to perform coaching activities that conflict with the employee's regularly scheduled work hours in their regular District position.
  - b. The District will grant Athletic Leave when reasonably required and when the Athletic Leave does not create an undue burden on the District.
  - c. Athletic Leave is available for Oregon School Athletic Association (OSAA) sanctioned competitions or District-identified middle school competitions ("Competitions").
  - d. Employees must notify their supervisor in writing of their coaching position for each athletic
  - e. Employees must request Athletic Leave at the beginning of each athletic season or with as much advanced notice as possible in cases of extended season, late-season selection, or rescheduled competitions.
  - f. Athletic Leave will be granted for a reasonable amount of time prior to each competition as determined by the Athletic Director or District Administrator.
  - g. Athletic Leave must be entered into the District's attendance system for all time taken during an employee's regularly scheduled work hours.
- 3. EXTENDED SEASON PER DIEM RATE: Coaches whose teams proceed to postseason Competitions shall be compensated for each postseason day on which they are required to perform postseason coaching services at the following per diem rate as determined by the District: Employee's Athletic Coaching Stipend Amount divided by Number of Employee's Regular Season Calendar Days = Extended Season Per Diem Rate.
- 4. EXTENDED TRAVEL: Coaches who are required to travel any distance greater than one hundred and twenty (120) miles one way to a conference game will be paid a travel stipend of fifty dollars (\$50) per trip.

### 5. 2023-2024 REIMBURSEMENTS

- a. ATHLETIC LEAVE REIMBURSEMENT: The District will restore any personal, vacation, or compensatory time a unit member was required to use to perform coaching activities during the fall 2023-2024 athletic season.
- b. EXTENDED SEASON REIMBURSEMENT: Section 3 of this Agreement only applies retroactively to include the fall and winter 2023-2024 athletic season.
- c. Only employees that are employed by the District at the time of ratification of this Agreement are eligible for the reimbursements in Sections 5(a) and (b) of this Agreement.
- d. Eligible employees under Section 5(a) of this Agreement must submit a reimbursement request to <a href="mailto:hr coaches@4j.lane.edu">hr coaches@4j.lane.edu</a> within 30 calendar days following ratification of this agreement. The request must include the employee's coaching location; sport; date of leave used; type of leave used; and duration of leave used.
- e. Eligible employees under Section 5(b) of this Agreement must submit a reimbursement request to <a href="mailto:hr coaches@4j.lane.edu">hr coaches@4j.lane.edu</a> within 30 calendar days following ratification of this agreement. The request must include the employee's coaching location; sport; and dates of extended season activities.
- f. The District will provide the Association with a list of all 2023-2024 OSEA Coaches within five calendar days following the ratification of this agreement.
- 6. Time spent performing voluntary coaching services will not count as hours worked for overtime calculation purposes in the employee's regularly assigned job.
- 7. The parties agree that Sections 1, 3, and 4 of this MOA will be automatically amended to incorporate any differing terms negotiated with the Eugene Education Association.
- 8. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
- 9. Any disputes regarding an alleged violation of this Agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.
- 10. This MOA shall become effective upon signature of the parties and ratification by OSEA members, if OSEA determines such ratification is required, and by the District School Board.

For OSEA:

For Eugene School District 4J:

Chapter I President

Date

Date

Date

Date

Date

Date

Date