

Memorandum of Agreement
Between
Jefferson County School District 509J
And
Oregon School Employees Association Madras Chapter 54

This Memorandum of Agreement is entered into by and between the Jefferson County School District 509J (“District”) and the Oregon School Employees Association Madras Chapter 54 (“Association”), collectively referred to as “the parties.” 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) is to amend the CBA between the parties to reflect changes to Oregon law.

Whereas, the parties have previously agreed to and fully ratified a CBA with effective dates of July 1, 2022 – June 30, 2025, and;

Whereas, after the CBA ratification date, the Oregon Legislature has passed Senate Bill (SB) 283 (2023), a wide ranging law containing provisions that render parts of the CBA incompatible with the new law, and;

Whereas, the Association gave notice to the District of our demand to enter into midterm bargaining, pursuant to ORS 243.702, to reopen relevant parts of the CBA for the limited purpose of bringing the CBA between the parties into compliance with the law, and;

Whereas, the District and the Association have reached agreement on additional language to be included in the CBA between the parties.

TERMS OF MEMORANDUM OF AGREEMENT

Therefore, the parties agree that:

1. Article 1: Recognition is hereby modified to read (bold = new language, strikethrough = current language deleted):
 - 1.1.3. Limited Duration Employees are defined as: An employee hired for a limited duration position made possible by the receipt of grant funds that the District does not expect to recur and is posted as a limited duration position with a stated end date. If employment exceeds one hundred eighty (180) consecutive workdays, an employee accepting the limited duration position shall become a member of the bargaining unit and shall have all of the privileges and benefits of membership except layoff and recall rights. Completion of a limited duration position at the assigned end date shall ~~not~~ be considered a **layoff from employment in the limited duration position without requirement to follow the layoff, bumping, or recall procedure in Article 6 of this Agreement.** ~~dismissal requiring just cause.~~

2. Article 24: Corrective Action and Discharge, Subsections 24.3 and 24.4 are hereby modified to read (bold = new language, strikethrough = current language deleted):

24.3. Probationary Employees

Probationary employees are persons who will be employed for a period one hundred twenty (120) workdays before achieving the status of a regular classified employee. During this probationary period, should the services of an employee be found unsatisfactory, they ~~may will~~ be **subject to corrective action or discharge for just cause to the extent just cause is required by law** terminated.

Probationary employees may be **subject to corrective action or discharge for just cause to the extent just cause is required by law** if ~~dismissed~~ at any time during the probationary period if, in the judgment of the immediate supervisor, the employee is unwilling to or incapable of doing the job for which hired or is performing in an unsatisfactory manner as determined by the District. Grievances related to Discharge of probationary employees are not eligible for Binding Arbitration under this Agreement.

24.4. Classified employees will not be **dismissed, demoted, or** disciplined, except for just cause. The arbitration provisions of this Agreement shall not apply to probationary employees.

3. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.

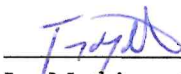
4. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.

This MOA shall become effective upon signature of the parties and ratification by OSEA members, if OSEA determines such ratification is required.

For OSEA Madras Chapter 54

For Jefferson County School District 509J


Tonya Davis, Chapter President 9/6/23
Date


Jay Mathisen, Superintendent 9/8/23
Date


Jason Herring, 9/6/23
Date


Debi Brazelton, HR Director 9/8/23
Date

OSEA Field Representative