



Jefferson County School District 509J

UNITE. ENGAGE. SOAR.

Jay Mathisen
Superintendent

Stacie Holmstrom
Chief Financial Officer

Melinda Boyle
Director of Curriculum & Instruction

Kira Fee
Student Services Director

Debi Brazelton
Director of Human Resources

Simon White
Director of Operations

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

This Memorandum of Agreement (MOA) is entered into by and between the Jefferson County School District 509-J (hereinafter referred to as "District") and the Oregon School Employees Association Madras Chapter 54 (hereinafter referred to as "OSEA" or "Association"), collectively referred to as "the parties".

RECITALS

Whereas, the District and Association are parties to a Collective Bargaining Agreement (CBA) effective from July 1, 2018 through June 30, 2022, and a successor CBA effective from July 1, 2022 through June 30, 2025

Whereas, the District and the Association have mutually identified a past practice where the District paid a prorated (based on full time employment equivalent for classified employees, excluding transportation employees) amount assigned to the Warm Springs Academy building of one thousand dollars (\$1000.00) per year, and;

Whereas, after investigation by the parties, evidence shows that the practice began on or around October 2021 and was mutually agreed upon by the parties, but never reduced to writing in the form of a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), and;

Whereas, when contract negotiations occurred for the 2022-2025 successor, neither party's negotiating team was aware of this practice even though the practice continued while contract negotiations were ongoing, and;

Whereas, language identifying and continuing the past practice was inadvertently left out of the CBA for the term of July 1, 2022 – June 30, 2025.

Whereas, the parties became aware of the past practice and have mutually agreed to reduce the practice to writing and include it in the CBA.

TERMS OF MEMORANDUM OF AGREEMENT

Therefore, the parties:

1. **Agree the CBA will be amended to include the practice identified by the parties as follows:**

Article 27 Compensation:

27.1.2 Site Differential

The District will pay a site differential of up to one thousand dollars (\$1000.00) prorated based on full time equivalent employment status per year for classified employees, excluding transportation positions, assigned to the Warm Springs Academy building. Payment will be made beginning each September and made in equal monthly installments through June of the following fiscal year.

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.

This MOA shall become effective upon signature of the parties and ratification by OSEA members.

For OSEA Madras Chapter 54


Tonya Davis, Chapter 54 President

Date 11/03/22


Jason J. Herring, OSEA Field Representative

Date 11/3/22

For Jefferson County School District 509J


Jay Mathisen, Superintendent

Date 10/10/22


Debi Brazelton, Director of Human Resources

Date 10/10/2022