

**Memorandum of Agreement
Between
Siuslaw School District No. 97J
And
Oregon School Employees Association Siuslaw Chapter 57**

This Memorandum of Agreement is entered into by and between the Siuslaw School District No. 97J (“District”) and the Oregon School Employees Association Chapter 57 (“Association”). The District and Association are parties to a collective bargaining agreement (“CBA”) with effective dates of July 1, 2021 – June 30, 2024.

RECITALS

The parties’ intention with this Memorandum of Agreement (“MOA”) is to comply with SB 283 (Section 18 (2), and with reference to ORS 332.554) for classified school employees working for a school district or education service district which has an effective date of July 1, 2023:

A classified school employee shall have the right to be dismissed, demoted, or disciplined only for just cause.

Notably, there are no exclusions or exceptions. Every classified school employee—regardless of length of employment—is entitled to “just cause” for discipline.

Current CBA language includes:

1. Article 9.1 Overview The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employees whose work performance fails to meet required work standards.
2. Article 9.6 Release of Probationers New Employees Employees on initial probation may be released for any reason, without any required explanation or without access to the grievance or disciplinary provisions of this contract.
3. Article 27.1 Discipline/Dismissal Procedures - 27.1.1 Regular employees of the bargaining unit will be disciplined according to the severity and frequency of the conduct at issue using progressive discipline. Discipline may be in the form of verbal reprimand, written reprimand or potential dismissal depending on the circumstances of each case. Progressive discipline will generally follow this sequence:
4. Article 27.2 Notification of Deficiencies Regular members of the bargaining unit shall be suspended without pay or dismissed only after due process procedures have been initiated to permit employees to overcome the cited deficiencies.
5. Article 27.3 Discipline/Dismissal Only for Cause However, a regular classified employee shall be disciplined/dismissed only for cause.
6. Article 27.6 Probationary Employees Probationary and temporary employees are excluded from this article.


TERMS OF MEMORANDUM OF AGREEMENT

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

7. Article 9.1 Overview The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions.
8. Article 9.6 Release of Probationary and Regular Status Employees All classified employees have the right to be dismissed, demoted, or disciplined only for just cause.
9. Article 27.1 Discipline/Dismissal Procedures - 27.1.1 Employees of the bargaining unit will be disciplined according to the severity and frequency of the conduct at issue using progressive discipline. Discipline may be in the form of verbal reprimand, written reprimand or potential dismissal depending on the circumstances of each case. Progressive discipline will generally follow this sequence:
10. Article 27.2 Notification of Deficiencies Members of the bargaining unit shall be suspended without pay or dismissed only after due process procedures and just cause provisions have been applied to permit employees to overcome the cited deficiencies.
11. Article 27.3 Discipline/Demotion/Dismissal Only for Just Cause A classified employee has the right to be dismissed, demoted, or disciplined only for just cause.
12. Article 27.6 Probationary Employees is removed.
13. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
14. 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.
15. This MOA shall become effective July 1, 2023, upon signature of the parties.

For OSEA

For Siuslaw School District No. 97J



Siuslaw Chapter 57 President

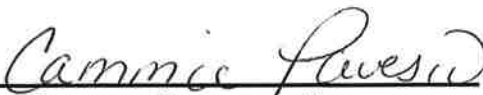
7-31-23
Date



Siuslaw SD 97J Superintendent

7/25/23

Date



OSEA Field Representative

7/31/23
Date