Memorandum of Agreement Between Newberg School District 29J And

Oregon School Employees Association Newberg Chapter 17

This Memorandum of Agreement is entered into by and between the Newberg School District ("District") and the Oregon School Employees Association Newberg Chapter 17 ("Association"). The District and Association are parties to a collective bargaining agreement ("CBA") with effective dates of July 1, 2020- June 30, 2023.

RECITALS

The District has experienced significant difficulties in hiring classified staff for the 2022-23 school year. To protect current bargaining unit members from bearing an undue burden at the building level and to provide the required services to District students, the parties agree to the following terms under which the District will contract with an employment agency to fill open positions for the 2022-23 school year.

TERMS OF MEMORANDUM OF AGREEMENT

- 1. The District will continue to post all classified positions that remain unfilled by District employees;
- 2. The District agrees to hire candidates as District employees who apply for posted classified positions, and are selected through the District's hiring process;
- 3. Maxim employees are not members of the bargaining unit and therefore not eligible for any signing bonus, retention and/or recruitment bonus, or stipend provided to bargaining unit members;
- 4. Maxim employees are not represented by OSEA, and therefore have no rights under the Collective Bargaining Agreement;
- 5. The District shall not extend the current contract with Maxim after it expires on June 30, 2023, or agree to an additional contract with Maxim or any other employment company prior to notifying OSEA;
- 6. Maxim employees may leave the District or apply to be a District employee after the current contract expires.

The parties agree these short-term appointments through Maxim are aligned with the current agreement between the parties. This letter of agreement shall not be interpreted as precedent-setting or as creating any status quo conditions. This letter of agreement will expire on June 30, 2023. Any provisions of the parties' collective bargaining agreement not expressly modified by this MOA shall remain in full force and effect. 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 required and expire on June 30, 2023.

| For OSEA Newberg Chapter 17 | | For Newberg School District #29J | |
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| Chapter President | Date | Superintendent | Date |
| OSEA Field Representative | Date | Board Chair | Date |