



Oregon School Employees Association

www.osea.org

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MEMORANDUM of UNDERSTANDING

Agreement between Silver Falls School District and OSEA Chapter No. 148.

During the reopening of the Classified Collective Bargaining agreement for the 2021-2022 school year, the District offered additional COLA increases based on enrollment increases after the District faced significant decline in enrollment. This offer was not a part of the COLA agreed upon for the 2022-2023 school year.

In addition to the already agreed upon COLA of two and three-fourths of a percent (2.75%) for the 2022-2023 school year, the parties agree that an additional COLA may be implemented, based on the following enrollment increases.

Enrollment will be based on average daily membership (ADMr) in WEBSIS. The ADMr will be captured on 12/31/2022 and COLA adjustments would be applied retroactively to 7/1/2022. This COLA adjustment will apply only to employees actively employed on or after 12/31/2022. Retroactive wages will be included in the January 2023, regular pay cycle.

- If ADMr is at or above 3,650, an additional 0.5% COLA
- If ADMr is at or above 3,800, an additional 0.5% COLA
- If ADMr is at or above 3,950, an additional 0.5% COLA

Increases based on enrollment are cumulative and max out at 1.5%.

This MOU shall not set any precedence in the future or be used to establish a past practice. Unless modified by this memorandum all the other terms and conditions of the current collective bargaining agreement shall remain in effect. Terms of this memorandum shall be primary when the terms of this memorandum conflict with the current collective bargaining agreement.

This memorandum constitutes the sole and entire existing agreement between the parties and expresses all obligations of, and restrictions imposed upon, the District and the Union. The memorandum is subject to amendment, alterations, or additions only by a subsequent written agreement between and executed by the District and the Union, with the exception sections that state otherwise. A waiver of any breach, term, or condition of the memorandum by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

This memorandum will apply to any employee who is still on the District's payroll at the time the increased COLA goes into effect and is paid out. It expires on June 30, 2023.



This MOU is not enforceable unless the following signatures are present:

- Designee of the employer,
- Designee of OSEA, and
- The Chapter President (or their designee)

This MOU does not go into effect until it has been ratified by the local union chapter membership. OSEA will send written notification to the employer when that has occurred.

Any disputes involving this MOU shall be handled in accordance with the grievance procedure, of the collective Bargaining agreement. Nothing in this agreement is meant to deprive an employee of their rights under the law.

For the District: Daniel J. Busch Date: 9-27-22

For the Chapter: [Signature] Date: 9-27-22

For OSEA: [Signature] Date: 9-27-22

