MEMORANDUM OF UNDERSTANDING BETWEEN OAK GROVE SCHOOL DISTRICT

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OAK GROVE EDUCATORS ASSOCIATION

This Memorandum of Understanding ("MOU") is entered into by and between the Oak Grove School District ("District") and the Oak Grove Educators Association ("OGEA"), collectively referred to as "the Parties." This MOU addresses the Parties agreement regarding offering retention bonuses to attract and retain qualified school nurses and speech-language pathologists hired for employment beginning the 2023/2024 School Year.

RECITALS

- 1. The Oak Grove School District employs school nurses and speech-language pathologists to perform services during the school year.
- 2. There remains a shortage of qualified candidates to fill available nurse and speech-language pathologist positions to meet the District's staffing needs for the 2023/2024 School Year.
- 4. Based on the District's staffing needs and the difficulty recruiting and retaining qualified nursing and speech-language pathologist staff throughout the county, the Parties have an interest in offering an incentive to attract candidates and encourage retention of qualified staff in the District's nursing and speech-language pathologist positions.

TERMS

The Parties agree to the following:

- 1. For qualified candidates offered District employment in nurse or speech-language pathologist positions for employment beginning the 2023-2024 school year, the Parties agree to offer a one-time, off schedule Retention Bonus of \$10,000.00 (based upon full-time employment) which shall be paid in one-quarter (1/4) increments on or before December 31, 2023, June 30, 2024, December 31, 2024, and June 30, 2025, provided the employee accepts the offer of employment, continues employment with the District beyond each incremental payment date and remains in active status.
- 2. These one-time, off-schedule payments shall be paid to each eligible employee in one-time pay warrants on or before the specified increment payment dates, pro-rated if part-time, and continues employment with the District beyond each incremental payment date and remains in active status.
- 3. This MOU does not alter or modify any existing provisions of the Parties' collective bargaining agreement.

4. General Provisions:

- A. <u>Not Precedent Setting</u>. The Parties agree that this MOU is not precedent-setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- B. <u>Inconsistencies with the Law</u>. If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/ order shall prevail, and the inconsistent term of this MOU shall be disregarded, but other agreed-upon provisions of the MOU will remain in place. In this instance, the Parties shall consult about the changes to this MOU as soon as possible and, in advance, if practical.
- C. <u>Term</u>. The Parties agree that this MOU shall expire on June 30, 2025, unless extended or modified by mutual written agreement.
- D. <u>Complete Understanding</u>. This MOU represents a full and complete understanding between the Parties related to offering signing bonuses to school nurses and speech-language pathologists.

Angie Hernandez (A.Q. 21, 2023 17:51 PDT)	Aug 21, 2023
Committee Member	Date
OGEA Negotiations Team	
Maripaz Berlin (Aug 18, 2023 14:05 PDT)	Aug 18, 2023
Maripaz Berlin	Date
OGEA President	
20 a	
thaile	July 17, 2023
Dr. Ivan Chaidez	Date
Assistant Superintendent, Human Resources	