# MEMORANDUM of AGREEMENT

### Between

## Clatskanie School District 6J

#### And

## Oregon School Employees Association Clatskanie Chapter 53

This Memorandum of Agreement is entered into by and between Clatskanie School District ("District") and the Oregon School Employees Association Clatskanie Chapter 53 ("Association"). The District and Association are parties to a collective bargaining agreement (CBA) with effective dates of July 1, 2024 – June 30, 2026.

### RECITALS

The parties agree that it is important for all staff members to be present and working during their scheduled work times. In support of employees, the District provides access to a variety of paid leave to all classified employees. In addition to paid leaves, the parties have agreed to voluntary unpaid leaves of absence. As a result of the increased District financial responsibility due to increased insurance benefits, the following agreement is made regarding periods of voluntary unpaid leave as defined in Article 11 of the parties' CBA.

## TERMS OF MEMORANDUM OF AGREEMENT

- 1. Bargaining unit members who are approved for short-term voluntary unpaid leave of absence and receive the maximum District contribution or opt-out amount pursuant to Article 10.1 of the parties' CBA, shall be responsible for the actual cost of the insurance fringe benefit for the duration of the leave.
  - a. The District may deduct from the bargaining unit member's pay the amount of the costs it paid for the insurance fringe benefit, provided, however, that the total amount deducted from any paycheck may not exceed ten percent (10%) of the employee's gross wages earned in the pay period covered by the paycheck. If the cost exceeds ten percent (10%) of the employee's gross wages earned in the pay period covered by the paycheck the remaining balance will be deducted from future paychecks until the full amount owed is paid.
  - b. If a bargaining unit member does not return to work, the District may seek to recover amounts paid for insurance coverage on behalf of the bargaining unit member by other means in accordance with state and federal law.
  - c. The District shall notify the bargaining unit member before making any deduction in accordance with the provisions above.
- 2. Bargaining unit members who are approved for long-term voluntary unpaid leave of absence may choose to continue receiving insurance benefits from the District but shall be responsible for the full cost to be paid to the District monthly.
- 3. Any provision of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
- 4. 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.
- 5. This MOA is non-precedent setting and shall become effective on July 1, 2025, upon signature of the parties and ratification by OSEA members, and it shall expire on June 30, 2026.

For OSEA		For Clatskanie School District		
1 Jannary	6/13/25		6/25/25	
Chapter 53 President	Date			Date
Baylotumber	06/13/2025			
OSEA Field Representative	Date			Date