

**Memorandum of Agreement
Between
Coquille School District #8
And
Oregon School Employees Association Coquille Chapter 97**

This Memorandum of Understanding is entered into by and between the Coquille School District ("District") and the Oregon School Employees Association (OSEA) Coquille Chapter 97 ("Association"). The District and Association are parties to a collective bargaining agreement (CBA) with effective dates of July 1, 2022 – June 30, 2025.

RECITALS

The parties' intention with this Memorandum of Understanding is to address the use of leave without pay.

TERMS OF MEMORANDUM OF UNDERSTANDING

1. When an employee has exhausted all individually earned leave types, the employee may make a request for leave without pay to the Superintendent who will consider the request. The determination of the leave without pay request will be communicated to the employee in writing.
2. This MOU shall not apply to those circumstances referenced in the CBA Article 10.7B or any protected leave under Paid Family Medical Leave Insurance (PFMLI), FMLA/OFLA.
3. The employee will not be required to pay for a substitute for leave without pay due to illness, extended bereavement, or illness of a family member. The District may request documentation to substantiate the employee's need for leave.
4. The employee will be required to pay for a substitute only under the conditions that a substitute was needed with no reasonable alternative to the District except those that would unreasonably and negatively affect the District's operations and that a substitute was used.
5. Any repayment for a substitute may be deducted from future earnings. The District and the employee may enter into additional voluntary terms for repayment on a case-by-case basis.
6. The District reserves the right to document absences as a performance matter through an employee's evaluation.
7. Any provisions of the parties' CBA not expressly modified by this MOU shall remain in full force and effect.
8. 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.

9. This MOU shall become effective upon signature of the parties and ratification by OSEA members, if OSEA determines such ratification is required, and it shall expire on June 30, 2025.

For OSEA:

_____ 4.16.24
Chapter 97 President Date

_____ 4.16.24
OSEA Field Representative Date

For Coquille School District #8

_____ 4/16/2024
Superintendent Date