

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between School District #105 (District) and the Association of Reedsport Educators Support Personnel (ARESP).

RECITALS

- A. Whereas, the District and ARESP entered into a Collective Bargaining Agreement (CBA), effective July 1, 2018 through June 30, 2020.
- B. Whereas, the District and ARESP agree to enter into this Memorandum of Understanding (MOU) to facilitate mutually agreed changes to the CBA and other mandatory subjects of bargaining, regardless of the fact the parties have bargained to completion over the subjects at issue under the unexpired CBA.
- C. Whereas, the Oregon Educators Benefit Board (OEBB) dropped the MODA Dogwood medical plan for the 2019-2020 year.
- D. Whereas, ARESP will assert that Plan 4 is the closest comparable plan to the former Dogwood plan.
- E. Whereas, the District adopted Plan 5 instead of Plan 4 as the preferred plan.

NOW THEREFORE, the parties agree as follows:

- A. The District will fund the tiered rate coverage for MODA Plan 5 and Plan 5 coverages will be in effect for the both 2019-2020 plan year.
- B. The parties agree that by mutually agreeing to adopt Plan 5 for the 2019-2020 plan year, no ARESP member or dependent shall incur any additional out of pocket medical costs than they would have had they been on Plan 4 for the plan year.
- C. The parties agree that before any individual claim can be disputed regarding additional out of pocket medical costs, any and all benefits arising from the Health Reimbursement Account (HRA) plan must have been paid.
- D. The parties agree that any disputes relating to the claims submitted under the HRA plan resulting in increased out of pocket costs in the 2019-2020 plan year arising from this agreement will be adjudicated by a three person board with one member selected by the District, one member selected by ARESP, and one member mutually agreed upon.

- E. The parties agree that all disputed claims submitted to the three person board must be submitted within 60 days of timely filing under the HRA.
- F. The parties agree that any additional out of pocket costs arising from this agreement, as determined by the three person board, shall be paid by the District.
- G. The parties agree that any decision relating to increased out of pocket costs made by the three party board shall be final and binding.
- H. The parties agree that within 30 days of the three person board's decision that the district will make payment as prescribed by the three person board.
- I. The parties agree to jointly develop communication regarding this MOU and make jointly developed written cost dispute filing instructions available to ARESP members.
- J. The district agrees to provide an annual accounting of the deposits made into the HRA account and the ending balance of the account once all claims have been processed within 30 days of the final claim being processed for the plan year.
- K. The parties agree this contract modification, adopting Plan 5 instead of Plan 4, is for both the 2019-2020 and 2020-2021 plan year only and it is the intention of both parties that this subject will be addressed in the next collective bargaining opportunity, and it is the intention to advance coverage for those covered under the health plan, and any changes resulting from that bargaining will supersede this MOU.

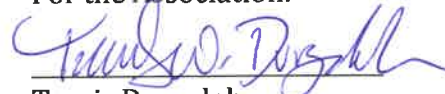
For the District:


Jon Zwenke

Superintendent

Date: 3-18-20

For the Association:


Travis Durgeloh

President ARESP

Date: 3/18/20