

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PICKERINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE PICKERINGTON EDUCATION ASSOCIATION**

This Memorandum of Understanding is made by and between the Pickerington Local School District Board of Education (the “Board”) and the Pickerington Education Association (the “Association”) (collectively “the Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (“Agreement”) in effect from June 30, 2018 through June 30, 2021; and

WHEREAS, Governor of Ohio Mike DeWine has shut down K-12 schools for student attendance from March 16, 2020 through the end of the 2019-2020 school year; and

WHEREAS, the Board enters into a variety of supplemental contracts for activities including athletics, fine arts, supervisory roles, and others; and

WHEREAS, the current school shutdown may persist into the 2020-2021 school year in its current or a modified form or could be repeated in a similar fashion in a future school year, which will in turn affect the Board’s need for these supplemental activities and the Association members’ ability to perform their duties related to such supplemental activities.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. All coaches, including head coaches, and band supplemental contractors will be compensated for 10 days of approved preseason work with students, even if their season does not commence due to any school closure or directive from a governing authority. The Board will pay 10% of a Board approved supplemental contract to recognize the 10 days of approved preseason work. To receive 10% of supplement pay as described herein, all coaches and band supplemental contractors who participate in approved preseason workouts must have a Board approved supplemental contract and must complete written documentation (i.e. by timesheets or other documentation indicating the coach or band supplemental contractor attended the 10 approved preseason days to substantiate the approved preseason work) which must be submitted to the building Athletic Director or the Director of Music & Arts Programming. This 10% is not in addition to contractual supplemental pay, rather it is a guaranteed minimum, should the coach or band supplemental contractor provide appropriate documentation, that each coach or band supplemental contractor will be paid as a portion of their supplemental contract in the event that the season does not commence.
2. All head coaches and band directors shall still be entitled to their \$50.00 per day pre-season conditioning pay as outlined in Article 9(Q) of the Agreement. All requirements and restrictions of Article 9(Q) remain in full force and effect.

3. Should seasons or activities commence, but be suspended or cancelled due to any school closure or directive from a governing authority, coaches, advisors and supplemental contractors shall be paid a pro-ration of their supplemental contract to the nearest third of the season completed, rounding up. For example, if fall sports are cancelled or suspended on September 2, 2020, an approved supplemental coach will be paid 2/3 or .66 of their supplemental contract amount. The corresponding thirds of the seasons shall be as follows:

a. Fall Sports and Activities (August 1, 2020 – December 4, 2020)

1. First Third – August 1, 2020 – August 31, 2020
2. Second Third – September 1, 2020 – September 30, 2020
3. Final Third – October 1, 2020 – December 4, 2020 (If the season is suspended or cancelled on or after October 1, 2020, the coach, advisor or supplemental contractor will receive full supplement pay, not to exceed the supplemental contract amount).

b. Winter Sports and Activities (November 1, 2020 – March 20, 2021)

1. First Third – November 1, 2020 to December 12, 2020
2. Second Third – December 13, 2020 to January 22, 2021
3. Final Third – January 23, 2021 – March 20, 2021 (If the season is suspended or cancelled on or after January 23, 2021, the coach, advisor or supplemental contractor will receive full supplement pay, not to exceed the supplemental contract amount).

c. Spring Sports and Activities (February 22, 2021 – June 5, 2021)

1. First Third – February 22, 2021 – March 31, 2021
2. Second Third – April 1, 2021 – April 30, 2021
3. Final Third – May 1, 2021 – June 5, 2021 (If the season is suspended or cancelled on or after May 1, 2021, the coach, advisor or supplemental contractor will receive full supplement pay, not to exceed the supplemental contract amount).

d. Year Long Activities and Supplemental Contracts (August 13, 2020 –May 21, 2021)

1. First Third – August 13, 2020 – November 15, 2020
2. Second Third – November 16, 2020 – February 15, 2021
3. Final Third – February 16, 2021— May 21, 2021 (If the season is suspended or cancelled on or after February 16, 2021, the coach, advisor or supplemental contractor will receive full supplement pay, not to exceed the supplemental contract amount).

4. Notwithstanding anything to the contrary in the previous sections, should the season for any sport or activity be shorter in duration than the schedules noted above (e.g., some Junior

High sports are shorter than their High School counterparts), full pay will be paid for that sport or activity as long as the supplemental contractor fulfills all obligations of that sport or activity through the completion of the season.

5. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.
6. The Parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as “past practice” or “precedent setting” in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Parties.
7. The Association and the Board have reviewed and understand this Agreement and each signatory to this Agreement represents that he or she has the authority to enter into this Agreement and bind his/her Party.
8. This MOU will expire on June 30, 2021.

FOR THE BOARD

_____	June 22, 2020
Superintendent	Date
_____	June 22, 2020
Treasurer	Date

FOR THE ASSOCIATION

<u>Heather Tinsley</u>	06/22/2020
Association President	Date
<u>DS</u>	6/22/2020
Association Vice-President	Date