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

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

WHEREAS, the Board and PEA are parties to a collective bargaining agreement that is effective from June 30, 2021 through June 30, 2023 ("CBA"); and

WHEREAS, Article 17 of the CBA contains provisions on the misuse of sick leave; and

WHEREAS, the Parties wish to enter into this MOU to memorialize their agreements and understandings regarding certain revisions to Article 17; and

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and PEA agree as follows:

1. The following revisions to Article 17.C. Misuse of Sick Leave of the CBA shall be made. Such revisions shall be effective immediately and shall be applied prospectively following the Parties' complete execution of this MOU, and shall be included in any successor CBA:

"When the Superintendent/designee determines that potential misuse of sick leave may exist, a meeting will be arranged with the unit member, administration, and a representative of the Association. The purpose of the meeting will be to discuss the potential misuse of sick leave and to provide the unit member an opportunity to explain, rebut or refute the suspected misuse. If a satisfactory explanation is not provided, action will be taken by the Board, including, but not limited to corrective counseling, and, progressive discipline, and notation of concerns in the unit member's performance evaluation, professional growth plan, or improvement plan (as applicable). "

- 2. With the exception of the language changes noted above, no other provisions of the CBA shall be amended through this MOU. Further, the language changes made herein shall not affect the validity of any performance evaluation or improvement plan completed prior to the effective date of this MOU.
- 3. This MOU shall not be considered precedent setting or past-practice for the same or similar subject matter addressed herein.

FOR PEA

FOR THE BOARD

	February 24, 2022	Bradley Harris	2/24/2022	
Superintendent	Date	President		Date