

MEMORANDUM OF UNDERSTANDING
Between the
Galion Education Association
and the
Galion City School District Board of Education

This Memorandum of Understanding is entered into by and between the Galion City Schools Board of Education (Board) and the Galion Educational Association (Association) this 24th day of June, 2020.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from August 15, 2019, through August 14, 2022 and,

WHEREAS, the state of Ohio has modified the delivery of public k-12 school education due to the COVID-19 pandemic and,

WHEREAS, the parties desire to enter into an agreement with respect to the completion of supplemental contracts for bargaining unit members during the 2020-2021 school year that affects the parties' CBA, and in that regard, desire to memorialize their agreements pertaining to same and,

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect and,

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement regarding the payment for Supplemental Contracts during the 2020-2021 school year, as it relates to this matter:

1. Any Supplemental contract which is Board Approved for the 2020-2021 school year that is not completed in its entirety due to orders or directives issued by Ohio's Director of Health or Governor and/or the Ohio High School Athletic Association (OHSAA), shall be paid on a pro rata basis.
2. In the event of a cancelation (full or partial) of an activity, club, program or sport during the 2020-21 school year, 0%, 25%, 50%, 75% or 100% of the value of the supplemental contract will be paid according to the following criteria including timing of and percentage of days served in the supplemental contract:
 - A. If the Superintendent cancels the activity, club, program, or sport at least 30 calendar days before the official start date of the supplemental contract as determined by the OHSAA for sports, and the start of the duty assignment for non-sports as determined by the advisor/director and building administration, and no work was performed by the advisor/coach/director; the supplemental contract holder will receive 0% payment.
 - B. If work has been performed between the date the Board awards the supplemental contract but prior to the 30 day advanced cancellation by the superintendent, the contract holder must provide a log of all work performed and the advisor/coach/director will be paid 25% of the supplemental contract.

If the superintendent cancels the activity, club, program or sport less than 30 calendar days before beginning but no more than 20 days after the official start date of supplemental contract as defined in this MOU the contract holder must provide a log of all work performed, the advisor/coach/director will be paid 25% of the supplemental contract if there is no additional expectation of work by the advisor/coach/director. If no work was performed by the advisor/coach/director; the supplemental contract holder will receive 0% payment.

- C. If the superintendent cancels the activity, club, program, or sport more than 20 days after the official start date of supplemental contract as defined in this MOU the payment schedule below will apply:

- 50% if there is no additional expectation of additional work by the advisor/coach/director and less than 50% of the days in the supplemental contract have occurred.

- 75% if there is no expectation of additional work by the advisor/coach/director and more than 50% but less than 75% of the days in the supplemental contract have occurred.

- D. 100% of the supplemental contract will be paid if the supplemental contract meets the criteria below:

- Will exist in normal functioning for at least 75% of the days in the supplemental contract period and/or,

- There is work that needs to be done during 2020-2021 even after the cancellation of the program for 2020-2021. The supplemental Contract holder must provide a log of all work performed or payment will not be made, and/or if,

- At the direction of superintendent/designee there is work and student support assigned to the supplemental contract holder after the cancellation of the Supplemental Contract that is related to the supplemental contract, and/or if,

- An advisor/coach/director submits a Program Appeal that is accepted by the superintendent or designee.

3. Bargaining unit members who hold a Supplemental Contract shall be awarded credit of experience in the sport as if the season were completed if the advisor/coach/director has completed 25% of the work expectation as defined by the % of pay identified above.
4. No additional expectation of additional work by the advisor/coach/director is defined as providing instruction related to the club, activity, or sport. Completing wellness checks

does not constitute work to be used for credit and additional payment related to the supplemental.

The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

This MOU shall automatically expire at the end of the school year 2020-2021 or upon the expiration of the OHSAA, Department of Health and/or Governor's order or directive, whichever occurs first and normal pay for Supplemental Contracts will resume.

GALION EDUCATION ASSOCIATION

GALION CITY SCHOOL DISTRICT
BOARD OF EDUCATION

DATE

DATE
