

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Buckeye Local School District Board of Education (“Board” or “District”) and the Buckeye Education Association (“Association”) (collectively, the “Parties”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement that remains in effect until June 30, 2021 (“Negotiated”); and

WHEREAS, OHSAA has determined that interscholastic sports for the 2020-2021 season(s) will proceed during the period of pandemic; however, this plan may be modified or cancelled quickly given the uncertainties surrounding the dangerous impact of COVID-19, including but not limited to the potential continuation of K-12 school building closures and/or partial school building closures during the 2020-2021 school year, and social distancing requirements and/or recommendations that may render a delayed, shortened, modified, or cancelled season(s); and

WHEREAS, due to the unknown impact COVID-19 may have on the 2020-2021 school year, including but not limited to continued K-12 school building closures and social distancing requirements and recommendations that may render extracurricular and/or co-curricular activities – including but not limited to athletics – delayed, shortened, modified, or possibly cancelled, the Parties hereby agree that all supplemental and pupil activity contracts for the 2020-2021 school year be subject to cancellation and/or paid on a pro-rated basis based upon partial performance of said contract(s).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Due to the above-referenced orders and uncertainties surrounding the 2020-2021 school year, supplemental and pupil activity contracts awarded for the 2020-2021 school year may be deemed null and void, canceled or otherwise terminated where the underlying activity is canceled by the Superintendent; or compensated on a pro-rated basis based upon partial performance where the underlying activity is canceled by the Superintendent; given school building closures and/or social distancing requirements or recommendations may render some or all of the extra-curricular and/or co-curricular activities delayed, shortened, modified, and/or cancelled for the 2020-2021 school year.
2. Should partial performance of a supplemental and/or pupil activity contract be rendered during the 2020-2021 school year, individuals holding supplemental or pupil activity contracts will be paid pro-rated stipends based on the percentage of performance of the contract as compared to the full value of the supplemental and/or pupil activity contract to account for the work performed, which shall be determined by the Superintendent and/or Treasurer as follows for bargaining unit members holding sports supplemental contracts:

Fall Sports Supplemental Contracts:

- a. It is also understood that there is a possibility that school sports may be modified either through Governor orders, Ohio High School Athletic Association orders, Ohio Department of Health, or District orders. Therefore, Fall sport coaching supplemental contracts will be paid in the following manner:
 - i. Any Fall sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and July 31, 2020, coaches shall be paid 25% of their supplemental contract;
 - ii. Any Fall sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between from July 1, 2020 and August 31, 2020, coaches will be paid 50% of their supplemental contract;
 - iii. Any Fall sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and October 1, 2020, (golf coaches will be paid 100% of their supplemental contract for work performed on or after September 1, 2020) coaches will be paid 75% of their supplemental contract;
 - iv. Any Fall sport that is active and/or practicing (covers practices, scrimmages and end of regular season and postseason) after October 1, 2020, coaches will be paid 100% of their supplemental contract;
 - v. Notwithstanding the foregoing, should OHSAA alter or otherwise shorten the length of season of a particular Fall sport to the extent that a coach “completes” the entire season prior to the aforementioned date, said coach shall be paid 100% of his/her supplemental contract.

Winter Sport Supplemental Contracts:

- a. It is also understood that there is a possibility that school sports may be modified either through Governor orders, Ohio High School Athletic Association orders, or District orders. Therefore, Winter sport coaching supplemental contracts will be paid in the following manner:
 - i. Any Winter sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and November 15, 2020, coaches will be paid 25% of their supplemental contract;
 - ii. Any Winter sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020

and December 15, 2020, coaches will be paid 50% of their supplemental contract;

- iii. Any Winter sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and January 15, 2021, coaches will be paid 75% of their supplemental contract;
- iv. Any Winter sport that is active and/or practicing (covers practices, scrimmages and end of regular season and postseason) after January 15, 2021, coaches will be paid 100% of their supplemental contract;
- v. Notwithstanding the foregoing, should OHSAA alter or otherwise shorten the length of season of a particular Winter sport to the extent that a coach "completes" the entire season prior to the aforementioned date, said coach shall be paid 100% of his/her supplemental contract.

Spring Sport Supplemental Contracts:

- a. It is also understood that there is a possibility that school sports may be modified either through Governor orders, Ohio High School Athletic Association orders, or District orders. Therefore, Spring sport coaching supplemental contracts will be paid in the following manner:
 - i. Any Spring sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and March 15, 2021, coaches will be paid 25% of their supplemental contract;
 - ii. Any Spring sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and April 15, 2021, coaches will be paid 50% of their supplemental contract;
 - iii. Any Spring sport that is active and/or practicing (covers practices, scrimmages and the start of regular season games) between July 1, 2020 and May 15, 2021, (Boys Tennis, Softball, and Baseball coaches will be paid 100% of their supplemental contract for work performed on or after May 1, 2021) coaches will be paid 75% of their supplemental contract;
 - iv. Any Spring sport that is active and/or practicing (covers practices, scrimmages and end of regular season and postseason) after May 15, 2021, coaches will be paid 100% of their supplemental contract;
 - v. Notwithstanding the foregoing, should OHSAA alter or otherwise shorten the length of season of a particular Spring sport to the extent that

a coach "completes" the entire season prior to the aforementioned date, said coach shall be paid 100% of his/her supplemental contract.

3. If the condition identified in any of sections i through v. of Fall, Winter and/or Spring Sport Supplemental Contracts does not occur, no payment shall be made to the employee under that particular section. Likewise, if an employee resigns during the term of the contract, the employee will be paid only through the last condition fully satisfied above prior to resignation.
4. The parties agree that this Agreement is temporary in nature and will remain in full force and effect for the 2020-2021 school year only and is not precedent setting in any way.
5. This Agreement will thereafter expire and shall not be included in any successor agreement.

IN WITNESS WHEREOF the parties do hereby agree to this Memorandum of Understanding.

**BUCKEYE
EDUCATION
ASSOCIATION**

**BUCKEYE LOCAL SCHOOL
DISTRICT BOARD OF
EDUCATION**

By: _____
BEA President

By: _____
Superintendent

Date: _____

Date: _____

By: _____
Treasurer

Date: _____