



Exhibit E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of November 2021 by and between the Buckeye Local School District (“Board” or “District”) and the Buckeye Education Association (“Association” or “BEA”) (collectively the “Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement for the period of July 1, 2021 through June 30, 2024 (“Negotiated Agreement”);

WHEREAS, the Board and the Association recognize that there is a need for continued cooperation and collaboration between the Parties to address the impact of COVID-19 upon the staff.

THEREFORE, the Parties agree as follows:

1. To add COVID to the sick leave pool in which all BEA members shall be able to claim COVID as a valid reason to access the sick leave pool.
2. All current stipulations for the sick leave pool shall apply except for the following: the need to use advanced sick leave days prior to being eligible to pull from the pool; the need to be out for 20 or more days; and any other stipulations listed below.
3. In the event an employee is subject to a federal, state, or local quarantine or isolation order or otherwise directed to stay home by public health authorities because the employee is medically diagnosed with COVID-19 and does not have the option to attend school/work per the Ohio Department of Health’s updated quarantine guidance (“Mask to Stay” and “Test to Play”); then from the execution date of this MOU through the 2021-2022 school year, BEA members may utilize the COVID sick leave pool upon providing sufficient evidence, as determined by the Administration, of the need for leave, including but not limited to a copy of the local quarantine or isolation order or direction to stay at home without the option to attend school/work and evidence of a positive test result.
4. To be eligible for the COVID sick leave pool as described in the above paragraph (paragraphs 1 and 2) of this MOU, the COVID-19 related concern(s) must have occurred in the District – e.g., it must be a school-identified exposure in the District resulting in the employee not being permitted to attend school/work in accordance with the Ohio Department of Health’s updated quarantine guidance. This MOU does not apply to BEA members who are absent from work or otherwise directed to stay home, isolate or quarantine due to COVID-19-related concerns that is not designated by the Administration as a school-identified exposure.



BUCKEYE
LOCAL SCHOOL DISTRICT
A S H T A B U L A , O H I O

Patrick E. Colucci, Sr., Superintendent
Kassandra Brand, Treasurer

3436 Edgewood Drive • Ashtabula, OH 44004
Phone: 440.998.4411 • Fax: 440.992.8369

5. COVID-19-related leave that falls outside the scope of this agreement (is not designated a school-identified exposure in the District as described in paragraph 3 of this MOU and/or the employee is able to attend school/work pursuant to the “Mask to Stay” and “Test to Play” guidance) is not eligible for the COVID sick leave pool.
6. Falsification of any of the above documentation and/or falsification of the reason for leave shall be subject to discipline.
7. The Board and the Association recognize that the District is providing paid leave beyond what it is contractually obligated to provide via the sick leave pool and, therefore, the Parties agree that the provisions of this MOU are not subject to the grievance procedure or subject to challenge in any other forum.
8. This MOU shall prevail over any contrary provision in the Negotiated Agreement, shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee.
9. This MOU constitutes the entire agreement between the Board and the Association regarding the issue outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding the issue outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.

For the Association

For the Board of Education

BY: _____
Association’s President

BY: _____
Buckeye Local Superintendent