

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 3<sup>rd</sup> day of November 2021, by and between the Board of Education of Dayton Public Schools (the “District”) and the Dayton Public Service Union – Operations, Local #101, Ohio Council #8, AFSCME (the “Union”). The parties will collectively be referred to as the “Parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”), which is effective from July 1, 2020 through June 30, 2023; and

WHEREAS, as a result of the COVID-19 pandemic, employees of the bargaining unit represented by the Union were unable to utilize vacation and personal leave during the 2020-2021 school year due to staffing needs and rescheduling of the school calendar; and

WHEREAS, due to the COVID-19 pandemic, employees were unable to utilize a negotiated benefit of vacation and personal leave; and

WHEREAS, the District and the Union desire to resolve any issues related to vacation for the 2020-2021 school year.

NOW THEREFORE BE IT RESOLVED THAT, the Parties agree as follows:

1. The District shall pay all bargaining unit members up to 40-hours of unused “use or lose” vacation and personal leave time accrued during the 2020-2021 school year.
2. In addition, the District shall pay employees whose vacation and personal leave requests were denied from June 1, 2020 through June 25, 2020, excluding any employees who used sick leave or were absent without leave on a day on which they requested and were denied vacation or personal leave.
3. Such payment shall be made no later than the last paycheck in December.
4. No vacation or personal leave time accrued during the 2020-2021 school year shall be carried forward into any future school year, except as otherwise stated in the CBA or under current practices.
5. The Union waives and releases any claim or right to file a grievance or arbitration on the issue of vacation and personal leave in the 2020-2021 school year.
6. The Parties acknowledge that this MOU does not establish a precedent. By entering into this MOU, the District in no way relinquishes any management right, including the right to make assignments or assign duties to bargaining unit members in accordance with the CBA.

7. The Parties agree that although this MOU exists separately and independently of the CBA, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBA.
8. With the exception of the agreements set forth in this MOU, all other provisions of the CBA currently in effect between the Parties shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

**For the District:**

Elizabeth J. Lolli                      11/2/21  
Dr. Elizabeth Lolli,                      date  
Superintendent

**For the Union:**

Steve Keeney    11/3/2021  
Steve Keeney    date  
Business Representative

Tim Coover    11-3-21  
Tim Coover    date  
Chapter Chair, DPSU Local #101