

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of April 2021, by and between the Board of Education of Dayton Public Schools (the "District") and the Ohio Association of Public School Employees Paraprofessionals Local #643 and Interpreters Local #766 (collectively, the "Unions"). The parties will collectively be referred to as the "Parties."

WHEREAS, the District and the Unions are parties to separate collective bargaining agreements ("CBAs"); and

WHEREAS, due to continued Coronavirus concerns, the Board has extended the school calendar through June 30, 2021; and

WHEREAS, the parties previously entered into Memoranda of Understanding establishing the last day of the 2020-2021 school year as being June 11, 2021; and

WHEREAS, the Parties desire to resolve issues concerning the assignment and pay of instructional paraprofessionals and interpreters (collectively, "Employees") for the period between June 14 and June 30, 2021 (the "Supplemental Period").

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

1. Employees will be required to notify the District in writing by May 14, 2021 if the Employee is unable to work during the Supplemental Period. If an Employee does not opt out of working during the Supplemental Period, the Employee shall be assigned to work during the Supplemental Period. The District reserves the right to supplement any needed services through a third-party contractor.
2. Employees who work during the Supplemental Period will receive 1-day of pay for each day during the Supplemental Period on which the Employee works, up to 13 days of pay for the Supplemental Period.
3. The Parties agree that the last day of the 2020-2021 school year shall be June 30, 2021 for purposes of the CBAs.
4. The Parties acknowledge that this MOU does not establish a precedent. The Parties agree that it may not enter this MOU into evidence in support of any grievance, arbitration, lawsuit, unfair labor practice charge, or representation hearing, except to enforce the terms of the MOU.
5. The Parties agree that although this MOU exists separately and independently of the CBAs, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBAs.
6. All other provisions of the CBAs currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBAs and no other

agreements shall serve to alter the provisions of the CBAs unless agreed to, in writing, between the parties hereto.

For the District:

Elizabeth J. Lolli 5/24/21
Dr. Elizabeth Lolli, date
Superintendent

For the Union:

Keith Stran 5/20/21
~~Jim Gollings, Keith Stran~~ date
~~Regional Director, OAPSE~~

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