

## RESOLUTION

WHEREAS the Board of Education wishes to adopt this Resolution to address immediate and urgent health and safety concerns during the ongoing global COVID-19 pandemic.

WHEREAS the Board wishes to provide employees with partially paid Quarantine Leave if they are obligated to quarantine for COVID-19 related reasons and did not use paid leave under the now-expired Families First Coronavirus Response Act (FFCRA).

WHEREAS this Resolution is necessary and appropriate based on emergency health concerns, the safety and welfare of the school community, and laws and policies including without limitation R.C. 3319.01.

NOW, THEREFORE, the Olentangy Local School District Board of Education hereby authorizes and resolves as follows:

1. This Resolution shall apply until 11:59 p.m. on March 27, 2021 to non-union classified and administrative employees (“Employees”) who did not use paid leave under FFCRA if they are subject to a written federal, state or local/health department quarantine order.
2. Quarantine Leave for Employees shall be subject to the following conditions:
  - a. The Board authorizes the Chief Operations Officer or his designees to approve partially paid Quarantine Leave for Employees, up to two weeks (80 hours or a part-time employee’s two-week equivalent) based on the lesser of their regular rate of pay or a capped amount of \$511 daily and \$5,110 total.
  - b. An Employee requesting Quarantine Leave must do so based on potential exposure to COVID-19 that occurred while the Employee was acting within the scope of employment with the Board.
  - c. If an Employee requesting Quarantine Leave does not have symptoms of COVID-19 that prevent the Employee from working, the Employee must be willing to work remotely during the period of quarantine, if requested to do so.
  - d. If an Employee who is subject to the conditions in paragraph 2.c. above does not satisfy them, the Employee shall not be eligible for Quarantine Leave and shall be required to use sick, personal or unpaid leave pursuant to applicable laws and regulations.
  - e. Quarantine Leave may not be accrued, accumulated, banked or rolled over in any manner. No Quarantine Leave may be used after March 27, 2021.

BE IT FURTHER RESOLVED the Board temporarily suspends policies inconsistent with this Resolution to the extent necessary to implement its terms.

BE IT FURTHER RESOLVED the Board ratifies Memorandums of Understanding (MOUs) for Quarantine Leave, which the Superintendent has executed with the OAPSE/AFSCME, AFL-CIO, Local #039; OAPSE/AFSCME Local 4, AFL-CIO, Local #322; OAPSE/AFSCME Local 4, AFL/CIO, Local #222; and OEA/NEA Olentangy Teachers Association.

BE IT FURTHER RESOLVED the Board finds and concludes expenditures pursuant to this Resolution are for a proper public purpose and necessary in response to the unprecedented COVID-19 crisis.

BE IT FURTHER RESOLVED the Board authorizes and directs the Superintendent, the Treasurer, the Chief Operations Officer and their designees to take all actions necessary to implement this Resolution.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Olentangy Local School District Board of Education (Board) and the OAPSE/AFSCME, AFL-CIO, Local #039 (Union), collectively the Parties.

WHEREAS the Board and the Union are parties to a Collective Bargaining Agreement (CBA), which is effective between July 1, 2018 and June 30, 2021.

WHEREAS the Board wishes to provide the Union's bargaining unit members (Employees) with partially paid Quarantine Leave if they are obligated to quarantine for COVID-19 related reasons and did not use paid leave under the expiring Families First Coronavirus Response Act (FFCRA).

NOW THEREFORE, the Board and the Union agree to the following terms:

1. Unless extended by mutual written agreement, this MOU applies until 11:59 p.m. on March 27, 2021 to Employees who did not use paid leave under FFCRA if they are subject to a written federal, state or local/health department quarantine order.
2. Quarantine Leave shall be subject to the following conditions:
  - a. The Board authorizes the Chief Operations Officer or his designees to approve partially paid Quarantine Leave for Employees, up to two weeks (80 hours or a part-time employee's two-week equivalent) based on the lesser of their regular rate of pay or a capped amount of \$511 daily and \$5,110 total.
  - b. An Employee requesting Quarantine Leave must do so based on potential exposure to COVID-19 that occurred while the Employee was acting within the scope of employment with the Board.
  - c. If an Employee requesting Quarantine Leave does not have symptoms of COVID-19 that prevent the Employee from working, the Employee must be willing to work remotely during the period of quarantine, if requested to do so.
  - d. If an Employee who is subject to the conditions in paragraph 2.c. above does not satisfy them, the Employee shall not be eligible for Quarantine Leave and shall be required to use sick, personal or unpaid leave pursuant to the CBA and applicable laws and regulations.
  - e. Quarantine Leave may not be accrued, accumulated, banked or rolled over in any manner. No Quarantine Leave may be used after March 27, 2021.
3. This Agreement is based on the particular circumstances of the global COVID-19 pandemic. It sets no precedent and establishes no past practice. All other provisions of the CBA remain unchanged.

4. The Union agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the action to be taken pursuant to it except to enforce the above provisions and terms.
5. The Parties represent they have completely read all the terms of this Agreement, fully understand them, and have authority to enter this Agreement by their duly authorized representatives, and have caused this Agreement to be executed.

For the Union

For the Board of Education

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Olentangy Local School District Board of Education (Board) and the OAPSE/AFSCME Local 4, AFL-CIO, Local #322 (Union), collectively the Parties.

WHEREAS the Board and the Union are parties to a Collective Bargaining Agreement (CBA), which is effective between July 1, 2018 and June 30, 2021.

WHEREAS the Board wishes to provide the Union's bargaining unit members (Employees) with partially paid Quarantine Leave if they are obligated to quarantine for COVID-19 related reasons and did not use paid leave under the expiring Families First Coronavirus Response Act (FFCRA).

NOW THEREFORE, the Board and the Union agree to the following terms:

1. Unless extended by mutual written agreement, this MOU applies until 11:59 p.m. on March 27, 2021 to Employees who did not use paid leave under FFCRA if they are subject to a written federal, state or local/health department quarantine order.
2. Quarantine Leave shall be subject to the following conditions:
  - a. The Board authorizes the Chief Operations Officer or his designees to approve partially paid Quarantine Leave for Employees, up to two weeks (80 hours or a part-time employee's two-week equivalent) based on the lesser of their regular rate of pay or a capped amount of \$511 daily and \$5,110 total.
  - b. An Employee requesting Quarantine Leave must do so based on potential exposure to COVID-19 that occurred while the Employee was acting within the scope of employment with the Board.
  - c. If an Employee requesting Quarantine Leave does not have symptoms of COVID-19 that prevent the Employee from working, the Employee must be willing to work remotely during the period of quarantine, if requested to do so.
  - d. If an Employee who is subject to the conditions in paragraph 2.c. above does not satisfy them, the Employee shall not be eligible for Quarantine Leave and shall be required to use sick, personal or unpaid leave pursuant to the CBA and applicable laws and regulations.
  - e. Quarantine Leave may not be accrued, accumulated, banked or rolled over in any manner. No Quarantine Leave may be used after March 27, 2021.
3. This Agreement is based on the particular circumstances of the global COVID-19 pandemic. It sets no precedent and establishes no past practice. All other provisions of the CBA remain unchanged.

4. The Union agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the action to be taken pursuant to it except to enforce the above provisions and terms.
5. The Parties represent they have completely read all the terms of this Agreement, fully understand them, and have authority to enter this Agreement by their duly authorized representatives, and have caused this Agreement to be executed.

For the Union

For the Board of Education

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Olentangy Local School District Board of Education (Board) and OAPSE/AFSCME Local 4, AFL/CIO, Local #222 (Union), collectively the Parties.

WHEREAS the Board and the Union currently are bargaining an initial Collective Bargaining Agreement (CBA).

WHEREAS the Board wishes to provide the Union's bargaining unit members (Employees) with partially paid Quarantine Leave if they are obligated to quarantine for COVID-19 related reasons and did not use paid leave under the expiring Families First Coronavirus Response Act (FFCRA).

NOW THEREFORE, the Board and the Union agree to the following terms:

1. Unless extended by mutual written agreement, this MOU applies until 11:59 p.m. on March 27, 2021 to Employees who did not use paid leave under FFCRA if they are subject to a written federal, state or local/health department quarantine order.
2. Quarantine Leave shall be subject to the following conditions:
  - a. The Board authorizes the Chief Operations Officer or his designees to approve partially paid Quarantine Leave for Employees, up to two weeks (80 hours or a part-time employee's two-week equivalent) based on the lesser of their regular rate of pay or a capped amount of \$511 daily and \$5,110 total.
  - b. An Employee requesting Quarantine Leave must do so based on potential exposure to COVID-19 that occurred while the Employee was acting within the scope of employment with the Board.
  - c. If an Employee requesting Quarantine Leave does not have symptoms of COVID-19 that prevent the Employee from working, the Employee must be willing to work remotely during the period of quarantine, if requested to do so.
  - d. If an Employee who is subject to the conditions in paragraph 2.c. above does not satisfy them, the Employee shall not be eligible for Quarantine Leave and shall be required to use sick, personal or unpaid leave pursuant to the CBA (as may be applicable upon its settlement) and applicable laws and regulations.
  - e. Quarantine Leave may not be accrued, accumulated, banked or rolled over in any manner. No Quarantine Leave may be used after March 27, 2021.
3. This Agreement is based on the particular circumstances of the global COVID-19 pandemic. It sets no precedent and establishes no past practice.

4. The Union agrees to waive any right to file a grievance (as may be applicable upon settlement of the Parties' initial contract) or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the action to be taken pursuant to it except to enforce the above provisions and terms.
  
5. The Parties represent they have completely read all the terms of this Agreement, fully understand them, and have authority to enter this Agreement by their duly authorized representatives, and have caused this Agreement to be executed.

For the Union

For the Board of Education

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Olentangy Local School District Board of Education (Board) and the OEA/NEA Olentangy Teachers Association (Union), collectively the Parties.

WHEREAS the Board and the Union are parties to a Collective Bargaining Agreement (CBA), which is effective between July 1, 2018 and June 30, 2021.

WHEREAS the Board wishes to provide the Union's bargaining unit members (Employees) with partially paid Quarantine Leave if they are obligated to quarantine for COVID-19 related reasons and did not use paid leave under the expiring Families First Coronavirus Response Act (FFCRA).

NOW THEREFORE, the Board and the Union agree to the following terms:

1. Unless extended by mutual written agreement, this MOU applies until 11:59 p.m. on March 27, 2021 to Employees who did not use paid leave under FFCRA if they are subject to a written federal, state or local/health department quarantine order.
2. Quarantine Leave shall be subject to the following conditions:
  - a. The Board authorizes the Chief Operations Officer or his designees to approve partially paid Quarantine Leave for Employees, up to two weeks (80 hours or a part-time employee's two-week equivalent) based on the lesser of their regular rate of pay or a capped amount of \$511 daily and \$5,110 total.
  - b. An Employee requesting Quarantine Leave must do so based on potential exposure to COVID-19 that occurred while the Employee was acting within the scope of employment with the Board.
  - c. If an Employee requesting Quarantine Leave does not have symptoms of COVID-19 that prevent the Employee from working, the Employee must be willing to work remotely during the period of quarantine, if requested to do so.
  - d. If an Employee who is subject to the conditions in paragraph 2.c. above does not satisfy them, the Employee shall not be eligible for Quarantine Leave and shall be required to use sick, personal or unpaid leave pursuant to the CBA and applicable laws and regulations.
  - e. Quarantine Leave may not be accrued, accumulated, banked or rolled over in any manner. No Quarantine Leave may be used after March 27, 2021.
3. This Agreement is based on the particular circumstances of the global COVID-19 pandemic. It sets no precedent and establishes no past practice. All other provisions of the CBA remain unchanged.

4. The Union agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this Agreement or the action to be taken pursuant to it except to enforce the above provisions and terms.
  
5. The Parties represent they have completely read all the terms of this Agreement, fully understand them, and have authority to enter this Agreement by their duly authorized representatives, and have caused this Agreement to be executed.

For the Union

For the Board of Education

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_