

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE HAMILTON CLASSROOM TEACHERS ASSOCIATION**

This Memorandum of Understanding is made by and between the Hamilton City School District Board of Education (the "Board") and the Hamilton Classroom Teachers Association (the "Association") (collectively "the Parties").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("Agreement") in effect from July 1, 2016 through ~~June 30, 2020~~, and

WHEREAS, Governor of Ohio Mike DeWine has shut down K-12 schools for student attendance from March 16, 2020 through the end of the 2019-2020 school year; and

WHEREAS, the Board enters into a variety of supplemental contracts for activities including athletics, fine arts, supervisory roles, and others; and

WHEREAS, the current school shutdown may persist into the 2020-2021 school year in its current or a modified form or could be repeated in a similar fashion in a future school year, which will in turn affect the Board's need for these supplemental activities and the Association members' ability to perform their duties related to such supplemental activities.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. The Board is permitted to offer any supplemental position on a contingent basis. The Board retains the right not to field a team, not to participate in a tournament or program, and to otherwise forego activities underlying supplemental contracts on a case-by-case basis. The Board retains the right to cancel any supplemental contract prior to the start of activities under the supplemental contract. In such an event the Board will have no obligation to make any payment on the supplemental contract.
2. The Board is also permitted to prorate the payment of any supplemental contract on a case-by-case basis if the 2020-2021 school year is interrupted, shut down, or there is another similar reduction in the responsibilities for a supplemental contract after the activity has begun. This proration will be equal to the portion of the contract duties already completed at the time of such reduction as informed by, for example, the number of practices or games already completed. The Board's determination of this proration is final and not subject to the grievance procedure.
3. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.

4. The Association and the Board have reviewed and understand this Agreement and each signatory to this Agreement represents that he or she has the authority to enter into this Agreement and bind his/her Party.

FOR THE BOARD

Michael Holbrook 8-6-2020
Superintendent Date

Robert A. Hansel 8-6-2020
Treasurer Date

FOR THE ASSOCIATION

Kathryn M. McElbee 8/31/2020
Association President Date

Susan A. McIntosh 8/3/2020
Association Vice-President Date