

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Miami Trace Local School District Board of Education (the “Board”) and the Miami Trace Education Association (the “Association”) are Parties to a collective bargaining agreement (“Agreement”) effective July 1, 2021 through June 30, 2023; and

WHEREAS, the Board would like to offer its employees religious leave to provide them with paid leave on those occasions where an observed religious holiday is not presently included as a day off on the School District’s calendar; and

WHEREAS, the Board seeks to offer this leave on a pilot basis in order to evaluate the need for such leave and the use of the same;

NOW, THEREFORE, the Parties agree as follows:

1. Bargaining unit members may be absent with pay up to two (2) days each school year for religious reasons, with the following qualifying conditions:
  - a. Each day requested must be identified as a religious holiday;
  - b. The member requesting the day(s) must apply in Kiosk for the religious leave by September 1 of the school year;
  - c. No more than two (2) percent of employees have requested a religious leave for that day.
2. Bargaining unit members are not precluded from using a personal leave day for a religious holiday.
3. A failure to follow the established procedure herein shall not be grievable provided the error was unintentional.
4. The Parties hereby waive any grievances or unfair labor practice charges complaining of the facts and events that gave rise to this MOU or the agreements herein and agree that this MOU does not establish past practice or precedent.
5. This MOU shall expire at midnight on June 30, 2023, but it may be extended by mutual agreement of the Parties.

**SO AGREED:**

Miami Trace Board of Education:

Miami Trace Education Association:

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David Miller, Board President

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Melissa Steele, MTEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date