

MEMORANDUM OF UNDERSTANDING
Between The
NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
And The
NORTON CLASSROOM TEACHERS ASSOCIATION

This Memorandum of Understanding (hereinafter “the Memorandum”) is made and entered into by and between the Norton City School District Board of Education (hereinafter “the Board”) and the Norton Classroom Teachers Association (hereinafter “the Association”).

WHEREAS, the Board and the Association are parties to the Negotiated Agreement having a term of July 1, 2013, through June 30, 2016 (“the Agreement”); and,

WHEREAS, Teacher, a teacher employed by the Board and a member of the Association, and whose name shall be kept confidential to protect Teacher’s privacy rights, has exhausted all available forms of paid leave, including any donated sick leave; and,

WHEREAS, under the terms of the Agreement Teacher is not eligible to receive additional donated sick leave days under Article IX of the Agreement during the 2015-16 school year; and,

WHEREAS, Teacher has applied for disability retirement from the State Teachers Retirement System (“STRS”); and,

WHEREAS, the Board and the Association desire to enter into a one-time memorandum of understanding to enable Teacher to receive additional donated sick leave days, pending either a decision by STRS regarding Teacher’s disability retirement application or the end of the 2015-2016 school year, whichever shall occur first.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1: Article IX, Section(C)(1) of the Agreement shall be waived as applied to Teacher only, permitting bargaining unit members to donate up to fifteen (15) days of his/her accumulated Sick Leave to Teacher during the 2015-16 school year.

Section 2: Article IX, Section 9.02(C)(2) of the Agreement shall be waived for Teacher only, enabling Teacher to continue to receive donated Sick Leave days until the earlier of the end of the 2015-2016 school year, or when STRS issues a decision regarding Teacher’s application for disability retirement.

Section 3: The parties agree that this set of circumstances is unique to Teacher, and that the Board has no obligation to make similar arrangements for any other teacher or employee of the Board for the use of donated sick leave, except as provided in Article IX, Section 9.02(C) of the Agreement.

Section 4: By signing this Memorandum, the Board and the Association agree that this Memorandum is not precedent setting and shall not result in a past practice.

Section 5: This Memorandum shall expire under its own terms and have no further force or effect either at the end of the 2015-2016 school year, or when STRS issues a decision regarding Teacher's application for disability retirement, whichever occurs first.

This Memorandum of Understanding is hereby entered into this _____ day of January, 2016, by and between the following:

**NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

**NORTON CLASSROOM TEACHERS
ASSOCIATION**

Board President

Association President

David Dunn, Superintendent

Stephanie Hagenbush, Treasurer

Date

Date