

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 ("Board") and the Norton Classroom Teachers Association (hereinafter "the Association").

WHEREAS, the Board and the Association are parties to a Negotiated Agreement having a term of July 1, 2021 through June 30, 2024 (the "Agreement"); and,

WHEREAS, the Parties wish to permit retired teaching employees of the Board to be rehired under terms mutually agreed-upon by the Parties.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

If a bargaining unit member has a desire to retire and be rehired by the district (hereinafter referred to as a "rehired-retiree"), such employees may be employed by the Board under terms and conditions which differ from those already established in the agreement for teachers that have not obtained retired from STRS. A retired teacher must have attained service retirement through STRS to be considered for rehire status as a rehired retiree under the terms of this Memorandum. All provisions of the Agreement shall apply to the rehired retirees except those outlined below:

Rehired retirees will be compensated at Step 0 of the salary schedule in the Agreement for the entirety of their employment as a rehired-retiree. If the rehired-retirees' education puts them at a Bachelor +, they will be placed in the Bachelor Step 0 column; likewise, if their education puts them at a Masters +, they will be placed in the Masters Step 0 column.

- A. Rehired-retirees shall be ineligible for a continuing contract. Each retiree shall be given no more than a one-year limited contract which will automatically non-renew without the need for further action by the Board or any notice to the rehired-retiree. At no point in time is a rehired-retiree eligible for a multi-year contract. The Superintendent shall give the rehired-retiree notice of any intent to recommend the rehired-retiree's renewal on or before May 15. The Board shall act on a recommendation to renew and provide notice to the rehired-retiree of the same on or before June 1.
- B. Rehired-retirees will continue on their previous OTES cycle, as it is stated in Article V, Section 5.05 of the Agreement; however, failure to timely observe or evaluate a rehired-retiree shall not form the basis for automatic renewal of the rehired retiree's contract.
- C. Rehired-retirees will commence re-employment with the Board With 0 sick days in their bank, but are able to begin earning sick days at the rate of one and one-fourth (1-¼) days per month as set forth in Article IX of the Agreement. Any accumulated sick leave will not be paid in severance at the end of the reemployed retiree's employment with the Board. Rather, a reemployed retiree is only allowed one severance payout by the Board which will occur at the time of the person's STRS retirement prior to starting as a rehired retiree.
- D. A rehired-retiree will be placed at the bottom of the seniority list for the entirety of their reemployment. In the event of a reduction in force ("RIF"), and at the discretion of the

superintendent, a rehired-retiree's contract of employment will be the first teaching contract subject to suspension as part of a RIF regardless of license classification. A rehired-retiree shall not retain any seniority rights afforded under the Agreement.

- E. Rehired-retirees may continue in the same teaching position they held prior to retirement from the Boards, unless a need arises in their licensure area as determined by the Superintendent.
- F. A rehired-retiree is eligible for a supplemental contract only at the discretion of the Board, and it is the intent of the Parties that this provision will supersede Article VII, Section 7.01 and Article XI, Section 11.06 of the Agreement, and R.C. 3313.53.
- G. The Board may rehire a retiree into a previously held teaching position without needing to first post the position as set forth under Article VII, section 7.01, of the Agreement. .
- H. To be eligible for retire rehire, the teacher must have a retirement date that occurs between the last scheduled teacher work day and July 10th of the current calendar year.
- I. Insurance will be offered to rehired retirees with the following terms:
 - For family coverage: employee will pay 20% of the current premium for medical, dental, and vision coverage;
 - For individual coverage: employees will pay 20% of the current premium for medical, dental, and vision coverage.
- J. Transfer language, Article VII, Section 7.02 and 7.03, of the Agreement will not apply to rehired retirees.
- K. It is the express intent of the Parties that the provisions of this Memorandum shall prevail over any conflicting language set forth in R.C. 3319.08, 3319.11, 3319.111, 3319.112, and 3319.16.

The Board and the Association agree that all other provisions of the Agreement will remain in place, and this Memorandum is only for the purposes set forth above, and will expire on June 30, 2024.

This Memorandum of Understanding is hereby entered into this ____ day of _____ 2023, by and between the following:

NORTON CITY SCHOOL DISTRICT
CLASSROOM TEACHERS ASSOCIATION

NORTON BOARD OF EDUCATION

_____	Board President	_____	Association President
_____	Superintendent		
_____	Treasurer		
_____	Date		