

MEMORANDUM OF UNDERSTANDING
Between The
NORTON CITY SCHOOL
DISTRICT BOARD OF EDUCATION
And The
Ohio Association of Public School Employees Local #167

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Norton City School District (“District”) Board of Education (hereinafter “the Board”) and the Ohio Association of Public School Employees Local #167 (hereinafter “the Association”).

WHEREAS, the Board and the Association are parties to a Negotiated Agreement having a term of July 1, 2020 through June 30, 2021 (“the Agreement”); and,

WHEREAS, Ohio Governor Mike DeWine and Ohio Department of Health Directors have issued various Orders due to the COVID-19 outbreak, including orders related to Social Distancing and other preventative measures; and,

WHEREAS, due to the COVID-19 outbreak, school districts have adjusted student bussing and building schedules to meet the needs of the mandated orders; and,

WHEREAS, due to the COVID-19 outbreak, the Board has instituted a temporary, half-day Hybrid school building schedule for students in Kindergarten through 4th grade; and,

WHEREAS, due to the COVID-19 outbreak, this new school schedule has created a new and temporary mid-day bus run for the District; and

WHEREAS, the Board and the Association desire to enter into this MOU to address the issues set forth above.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1: The parties further agree to temporarily institute the following amendment:

On school days when Pre-K through 12 are in session (normally Mondays, Tuesdays, Thursdays and Fridays), bus drivers who complete the midday run at approximately 1:15 p.m. will not clock out, but instead will perform other job duties within their job description an additional, paid 15 minutes. At approximately 1:30 p.m., drivers will then begin a 30-minute unpaid lunch. At approximately 2:00 p.m., drivers will then proceed to their afternoon routes. On days when only Pre-K through 4 are in session, this temporary amendment will not apply. This temporary amendment will begin on Tuesday, November 10, 2020 and cease on Thursday, December 17, 2020.

Section 2: Should the District continue to operate educationally utilizing the midday run beyond December 17, 2020, all of the components listed in Section 1 of this MOU will continue until the District discontinues use of the midday bus run.

Section 3: By signing this MOU, the Board and the Association agree that this MOU is not precedent setting and shall not result in a past practice.

Section 4: This MOU shall expire under its own terms and have no further force or effect at the end of the 2020-2021 school year.

This Memorandum of Understanding is hereby entered into this day of December 4, 2020, by and between the following:

**NORTON CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL #167**

Board President

Association President

Superintendent

Treasurer

Date