## 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 ("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, 2021 through June 30, 2024 ("the Agreement"); and,

WHEREAS, the Board has been unable to fill a Career Based Intervention ("CBI") teaching position with a qualified candidate, despite its best efforts; and,

WHEREAS, teaching employee Danielle Perella-Dutton (the "Employee") has expressed a willingness to take the necessary coursework to become qualified for the CBI position, provided the Board pay the cost of such training; and,

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

## NOW, THEREFORE, THE PARTIES HEREBY AGREE:

<u>Section 1</u>: The Employee will enroll in and complete coursework through Kent State University to become qualified to be licensed through the Ohio Department of Education and Workforce ("DEW") as a CBI teacher with the District.

<u>Section 2</u>: The Board will reimburse the Employee for the tuition costs she incurs for such coursework under the following parameters:

- a. Employee obtains her CBI endorsement from DEW on or before August 1, 2026.
- b. Employee earns a grade of "C" or better for each course toward obtaining her CBI endorsement, as evidenced by an official transcript issued by Kent State University.

<u>Section 3</u>: The Parties agree that coursework taken for the CBI endorsement shall not be applied toward salary schedule advancement. The Parties further agree that Employee may not receive any other tuition reimbursement from the Board pursuant to Article 11.13 of the

Agreement or any other tuition reimbursement plan offered by the Board to its employees until after August 1, 2029, and that any other coursework completed prior to August 1, 2029 will not be eligible for reimbursement.

Section 4: If Employee leaves employment with the District for any reason (outside of health reasons) within five (5) years of the date of this Agreement as reflected below, Employee will be responsible for fully reimbursing the Board for the payments set forth herein through deductions taken from her Board paycheck. If such paycheck deduction does not fully reimburse the Board for its tuition investment, or if no such paycheck deduction is possible, Employee agrees to reimburse the Board its tuition investment within twelve (12) months pursuant to a written repayment plan with the Board ("Repayment Plan"). The Repayment Plan shall include a provision stating that if the Board incurs any fees or costs in recouping its tuition investment from Employee, Employee shall be responsible for such fees and costs, including the Board's reasonable attorneys' fees.

In all other respects, the terms and conditions of the existing Agreement Section 5: remain in full force and effect.

This Memorandum of Understanding is hereby entered into this 11th day of March, 2024, by and between the following:

NORTON CLASSROOM TEACHERS

NORTON CITY SCHOOL DISTRICT BOARD OF EDUCATION	NORTON CLASSROOM TEACHERS ASSOCIATION
Board President	Association President
Superintendent	
Treasurer	
Date	