

Memorandum of Understanding

This Agreement is entered into on the _____ day of _____, 2019 by and between the Norton City School District Board of Education ("Board"), the OAPSE Local #167 ("OAPSE"),


WHEREAS, the Board and OAPSE are parties to a Negotiated Agreement having a term of July 1, 2018 through June 30, 2020 (the "Agreement");

WHEREAS, the Board and the Union mutually desire and amicably agree to remove the language in Article 13, B 5 c, d,e, and include re-lettered c;

WHEREAS, the Board and the Union mutually desire and amicably agree that this agreement shall be incorporated into the negotiated agreement.

NOW, THEREFORE, the parties agree to amend the following contract provisions as follows:
See attached

IN WITNESS WHEREOF, the parties have entered into this Agreement on _____ day of _____, 2019.



FOR THE UNION
OAPSE LOCAL #167

NORTON CITY SCHOOLS
BOARD OF EDUCATION

is also understood that if the outgoing employee should be released to return to work in the third, fourth, or fifth year time limit he/she will be assigned to the job position held by the least senior employee in their former classification at the pay step level they last held. Any employee displaced as a result shall have rights under Article 14 Layoff and Recall.

5. Notwithstanding the procedures set forth above, after the start of the school year, any newly-created or vacated Special Education Assistant position shall be posted and filled accordingly:

a. The first thirty (30) days of a newly-created and or vacated Special Education Assistant position may be filled by a substitute (first from the RIF list, then by a true substitute) for up to thirty (30) school days, during which time the District shall assess the student needs and position requirements.

b. If the District determines there is a continued need for the position, then the position shall be posted according to Article 13(B)(1-4)

~~e. Beginning with the 2018-2019 school year, all Special Education Assistants that are awarded a position through the Bid/Bump procedure shall remain in their current position through the school year. Exception shall be if there is a position posted that is an increase in hours of thirty (30) minutes or more, or part-time to full-time, or an upward movement in classification.~~

~~d. The vacated position that was caused by the movement from the bid award in Article 13(B)(5)(e) shall be filled by seniority first from the RIF list and then by a newly-hired employee.~~

~~e. The Special Education positions filled by either a RIF employee or newly-hired employee shall be posted for bid, if needed, prior to the start of the new school year according to Article 13(B)(1-4).~~

f. c. Vacancies in the Special Education Assistant classification that occur April 1 through the end of the school year may be filled by seniority first from the RIF list and then a true substitute. If the position is required for the next school year, it will be posted and filled according to Article 13(B)(1-4).

6. Special educational assistants assigned one-on-one to a student will be permitted to retain their assignment to that student if that student transfers schools if the employee so chooses, provided that such transfer does not result in the displacement of a special educational assistant at the new school, and provided it is determined by management that the continuation of such an assignment is in the best interests of the student.

C. Other than transfers awarded pursuant to a bid-transfer meeting under Article 13(B)(1), an employee appointed to fill a vacancy or newly created position shall serve a probationary period. The probationary period shall be up to a maximum of ten (10) scheduled working days. If such employee's performance is unsatisfactory any time after the fifth (5th)