

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”), Doug Kincaid (hereinafter “the Employee”), 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, 2021 through June 30, 2024 (“the Agreement”); and

WHEREAS, the Board has the need for a long-term substitute for a teacher; and

WHEREAS, the Employee is the current educational assistant in the impacted classroom and possesses the necessary qualifications to be employed as a long-term substitute teacher; and

WHEREAS, the Employee is a current member of the bargaining unit for OAPSE Local 167 and wishes to temporarily fill a substitute teaching position outside of the bargaining unit; and

WHEREAS, the Board, the Employee, 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 Employee agrees to be assigned to a long-term substitute teaching position in Norton Elementary School for approximately 56 work days commencing at the start of the 2022-2023 school year.

Section 2: During the time period the Employee is working as a long-term substitute teacher, the Employee shall not accrue additional seniority or lose any seniority within the Association bargaining unit, per Article 13 of the collective bargaining agreement. The Employee shall receive the pay and benefits associated with a long-term substitute teacher, and not an educational assistant, during his work as a long-term substitute teacher.

Section 3: During the time the Employee is assigned to the long-term substitute teaching position, his educational assistant position shall not be posted, but will be held vacant, and only filled with a substitute aide employee as necessary, so that it will be available for the Employee to return to upon the conclusion of his assignment to the long-term substitute teaching position.

Section 4: Upon completion of the Employee's assignment to the long-term substitute teaching position, he will be returned to his former position as an educational assistant in the impacted classroom. Upon such return, the Employee shall resume the accrual of seniority within the Association bargaining unit.

Section 5: 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 6: This MOU shall expire under its own terms and have no further force or effect at the end of the 2022-2023 school year.

This Memorandum of Understanding is hereby entered into this day of August 12, 2022, by and between the following:

OHIO ASSOCIATION OF PUBLIC SCHOOL

NORTON CITY SCHOOL DISTRICT

EMPLOYEES LOCAL #167

BOARD OF EDUCATION

OAPSE Local 167 President

Superintendent

Employee

Board of Education