

MEMORANDUM OF UNDERSTANDING
Norton Elementary Head Cook and Head Custodial Positions Change of
Classification, Rate of Pay, Seniority and Bid/Bump Rights

This Memorandum of Understanding ("MOU") is entered by and between the Norton City School District Board of Education ("the Board") and the Ohio Association of Public School Employees Local #167 ("the Association") on the date set forth below.

WHEREAS, the Board is closing Grill and Cornerstone Elementary schools, and creating one (1) new elementary school known as Norton Elementary and,

WHEREAS, the Board is adding the Norton Elementary Head Cook and Head Custodian positions to the Head Cook HS/MS classification and the Head Custodian HS/MS classification,

WHEREAS, the Board and the Association desire to mutually agree to accomplish the movement of personnel with efficiency and minimal disruption.

NOW, THEREFORE THE PARTIES HEREBY AGREE:

Section 1. Seniority lists shall be sent by the District via school email to all classified employees no later than April 25, 2017. If there are errors or clarifications that an employee wishes to address, the affected employee(s) must contact the District no later than April 28, 2017.

Section 2. The current Cornerstone and Grill Head Cooks HS/MS and Head Custodians HS/MS classifications shall now include the Norton Elementary Head Cook and Head Custodian positions at the HS/MS classification pay rate and shall be changed in the contract to Head Cook HS/MS/Norton Elementary and Head Custodian HS/MS/Norton Elementary.

Section 3. All current Head Cooks and Head Custodians in the current HS/MS classification shall retain the first right to bid on the new Norton Elementary positions, based on their classification seniority.

Section 4. All current Cornerstone, Grill and Primary Head Cooks and Head Custodians shall have the next right to bid on any unfilled Head Cook and Head Custodians HS/MS/Elementary positions based on their classification seniority.

Section 5. In the case of a current Elementary Head Cook or Head Custodian movement into the newly created Norton Elementary position(s) or a HS/MS position, their seniority for that specific position/classification shall be determined by the Negotiated Agreement.

Section 6. In the case of a current Elementary Head Cook or Head Custodian movement into the new Norton Elementary or current HS/MS position(s) their salary placement shall reflect their current step for salary purposes only.

Section 7. There will be no probationary period or testing for this specific bid, if the bidders are within the current Elementary Head Cook, Elementary Head Custodian, or Head Cook HS/MS, Head Custodian HS/MS classifications.

Section 8. Once a successful bid has been awarded for these specific positions, the remaining Head Cook(s) and Head Custodian(s) shall have bumping rights as prescribed in the Negotiated Agreement based upon their actual classification, (Head/Day Custodian).

Section 9. Going forward the contract will reflect changes to the following classification/series and applicable wages: Manager/Head Cook HS/MS/Norton Elementary, Manager/Head Cook Primary, Cook, part-time cook/cashier. Maintenance/Custodian, Head/Day Custodian HS/MS/Norton Elementary, Head/day Custodian Primary, Custodian, Part-time Custodian.

Section 10. The parties expressly agree that they do not intend to create any precedent or past practice with this MOU.

A. Appendix 1-A is hereby amended as follows:

APPENDIX 1-A

Classifications within Norton City School District

2. Cafeteria Series
 - a. Manager/Head Cook Middle and High Schools **and Norton Elementary**
 - b. Manager/Head Cook **Primary School**
 - c. Cook
 - Part-time Cook/Cashier

3. Custodial Series
 - a. Maintenance/Custodian
 - b. Head/Day High School **Middle School and Norton Elementary School**
 - c. Head/Day Custodian **Primary School**
 - d. Custodian
 - Part-time Custodian

B. Appendix 1-B is hereby amended as follows:

Custodial Classification Series

- a. Maintenance/Custodian
- b. Head/Day High School **Middle School and Norton Elementary School**
- c. Head/Day Custodian **Primary School**
- d. Custodian
 - Part-time Custodian
 - Part-time Custodian 12 months
8 hours daily (with exception of part-time)

Note: Custodians working less than 40 hours per week during the school year will work 40 hours per week during the summer.

C. The Salary Schedule will be amended to reflect the changes in the affected classification/series:

D. These amendments to the Agreement specified in appendix A and B herein, shall be permanent and survive the expiration of the Memorandum of Understanding.

FOR THE BOARD

FOR THE UNION