

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into this ____ day of June, 2020, by and between the WARREN COUNTY SCHOOL DISTRICT (hereinafter "District") and the WARREN COUNTY EDUCATION ASSOCIATION (hereinafter "Association").

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement effective July 1, 2019 (the "Agreement"); and

WHEREAS, the Agreement contains limitations on instances in which a member of the bargaining unit can bid on a transfer to a new assignment; and

WHEREAS, the Parties have engaged in discussions relative to allowing such employees to bid, even while still not remaining entitled to have the bid granted; and

WHEREAS, the Parties wish to modify the current language in the Agreement to accomplish this goal;

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Article III, Section 3.08.B.3, of the Agreement hereby is amended in order to replace the existing provision in its entirety with the following:

- 3. Any professional employee who is transferred at his/her own request through any proceedings or application described in paragraphs one (1) and two (2) above shall not be entitled to be granted assignment to any further vacancy by virtue of length of service in the District for a period of three (3) years after the exercise of rights under this Section (Section B) unless the District subsequently eliminates such position.*

If an employee is selected as the successful candidate and declines the offer, he/she shall forfeit his/her right to be transferred to any other positions for three years.

When an employee is hired for any position in the district, he/she shall be required to remain in that position for a period of six years, and shall not be entitled to any transfer under this section until the conclusion of that six (6) year period.

2. The change described herein shall apply to all members of the bargaining unit and shall be effective for all jobs posted on or after May 1, 2020.
3. This Memorandum supersedes any prior agreements or understandings that are inconsistent with this Memorandum, and all provisions of the current Agreement shall remain in full force and effect except with respect to the limited matters described herein.
4. The individual signing on behalf of the District states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the District and individual members thereof.
5. The individual signing on behalf of the Association states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect on the Association and individual members thereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first above written.

WITNESS:

Rose M. Dore

WARREN COUNTY
EDUCATION ASSOCIATION

Joseph M. Harp, president

ATTEST:

WARREN COUNTY
SCHOOL DISTRICT
