

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the Warren County School District (“District”) and the Warren County Education Support Professionals Association (the “Association”).

WHEREAS, the Association is the exclusive representative certified under law to represent a bargaining unit of non-professional employees of the District (the “Unit”); and

WHEREAS, the District has implemented or will be implementing a program for students with disabilities by which those students would be provided work experiences intended to advance the student’s vocational skills; and

WHEREAS, the vocational skills and related work assignments could involve minor duties relating to custodial work, food services, library assistance, and other duties that could be performed by members of the Unit; and

WHEREAS, the Parties wish to enter into this Agreement to address the manner in which they have agreed that work could be provided to students without impairing the Unit’s claim to the duties performed; and

NOW, THEREFORE, with the intent to be legally bound, the parties hereby agree as follows:

1. The recitals above are incorporated herein as if fully set forth below.
2. The Parties hereby agree that District is or shall be permitted to operate a program by which it provides work experiences to current District special education students, and the operation of such a program or the provision of such work to the students will not be construed as an improper diversion of bargaining unit work so long as District does not use this program as a means to eliminate any bargaining unit positions or to furlough or reduce the hours of any bargaining unit member or to reduce overtime work opportunities.
3. Except for those paraprofessionals assigned to provide support services to students who may be assigned the vocational experiences, no other bargaining unit members will be assigned to supervise the work of the students. For example, custodial employees will not be responsible for supervising students’ custodial work, food service employees will not be responsible for supervising students’ work in food services, etc.

4. The Association and District agree that nothing in this Memorandum and nothing about the arrangement contemplated hereby shall be construed to change the bidding, transfer, subcontracting, or other provisions of the applicable collective bargaining agreement except to the extent explicitly described herein, and nothing herein will create any binding practice or precedent for future bargaining.
5. The terms of this Memorandum shall expire at the conclusion of the 2022-2023 school year, unless the term is extended by mutual written agreement of the Parties.
6. 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.
7. 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 have duly executed this Memorandum on the 13th day of February, 2023.

Attest

President
Warren County School District

Attest

President
Warren County ESPA