

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of _____ 2018, by and between Indiana Area Education Association PSEA/NEA, and the Indiana Area School District (“District”).

WHEREAS, the District and Education Association, PSEA/NEA, are parties to a Collective Bargaining Agreement encompassing the period of time beginning July 1, 2017 and continuing through June 30, 2022 (hereinafter the “Collective Bargaining Agreement”); and

WHEREAS, the District and the Association understand the complex issues surrounding budgetary constraints and operational efficiency in regards to the Collective Bargaining Agreement; and

WHEREAS, discussions were held between representatives of the District and the Education Association PSEA/NEA, and the parties desire to resolve the matter referenced above and agree as follows:

NOW THEREFORE, the parties agree that Article VIII, Vacancies and Transfers, shall be implemented as follows:

1. ESL services performed through the Intermediate Unit 28 until Melanie Popson completes her ESL certification or the first teacher day of the 2020-21 school year, whichever comes first, will not be seen as a waiver of the rights of the Association for diversion of bargaining unit work and may not be used against the Association as diversion of bargaining unit work or outsourcing.
2. If the contracted services through the Intermediate Unit 28 reach fifty (50%) percent of a teacher day, the District will move to post and hire a permanent part-time ESL position.
3. Melanie Popson will participate in the Intermediate Unit 8’s program to earn an ESL certification. If Melanie Popson receives a K-12 Special Education certification while participating in the Intermediate Unit 8’s ESL program the District will move Melanie Popson to full-time status the following semester; however, conditional upon Melanie Popson remaining in full-time status, she must complete her ESL certification program and gain a certification in ESL. Should Melanie Popson fail to complete the ESL program and receive the ESL certification, the District will move Melanie Popson back to part-time status.
4. The District will not pay Ms. Popson for her time to complete the ESL certification, except if it falls during her normal 1/2 time workday, for which the District will need to acquire substitute coverage. Likewise, the District will not pay Ms. Popson during the summer months when she will be taking ESL certification classes or during the school

year for time during the day when Ms. Popson would not normally be working within her position at Indiana Area School District.

5. The District's and Association's agreement in this matter shall not set a precedent, be construed as a practice or course of dealing of the District and Association or be used in any manner in an attempt to expand the rights of any employee, the Association or the District, it being understood that the decision of the District in this matter is based upon the unique and particular facts of this situation.

6. Each party signing on behalf of the District and the Association state that they have been duly authorized in accordance with law to enter into and execute this Agreement on behalf of their respective parties and with permanent binding effect.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties set their hands and seals.

FOR THE DISTRICT

Date

FOR INDIANA AREA EDUCATION
ASSOCIATION, PSEA/NEA

Date