

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this _____ day of _____, 2019 by and between Indiana Area Education Association, PSEA/NEA (“Association”), and the Indiana Area School District (“District”).

WHEREAS, the District and Education Association, PSEA/NEA, are parties to a Collective Bargaining Agreement encompassing a 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 difficulties in attempting to find a Speech Pathologist for Indiana Area School District’s vacant position; and

WHEREAS, discussions were held between representatives of the District and the Education Association, and the Parties desire to resolve the matter referenced above and agrees as follows:

NOW THEREFORE, the Parties agree that Article VIII, Vacancy & Transfers, shall be implemented as follows:

1. Due to the lack of qualified and certified candidates, the Education Association shall allow Indiana Area School District and its administration to enter into a contract, either through a third-party vendor or individual as an independent contractor, to obtain speech pathology services for the remainder of the 2018-2019 school year. The services will be provided by someone who has at a minimum a valid PA Teaching Certificate in speech pathology. All services will take place in District buildings.
2. In acquiring third-party vendor services, the Parties agree that this shall not be seen as a waiver of rights of the Association for the diversion of bargaining unit work and may not be used against the Association as a diversion of bargaining unit work or outsourcing.
3. If and when the District is able to fill this position with an individual within the bargaining unit, the Parties mutually agree that payment for such services will be

based on the needs of the caseload and other duties as assigned by the District. (i.e. If the speech pathologist has a caseload that requires them to work 50% of the day, they shall be compensated at 50% of the appropriate step and column.) If at any point the speech pathologist's caseload or other duties assigned by the District equals 70% or more of the typical bargaining unit member's schedule the speech pathologist will be made full-time.

4. The District and the Association 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 employee, the Association or the District, it being understood that the decision of the District in this matter is based on the unique and particular facts of the Association.
5. Each party signing on behalf of the District and the Association state that they have been duly authorized in accordance with the law to enter into and execute this agreement on behalf of their respective parties and with permanent binding of fact.

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

DATE:

FOR THE DISTRICT:

DATE:

FOR INDIANA AREA EDUCATION ASSOCIATION,
PSEA/NEA:
