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MEMORANDUM OF UNDERSTANDING

In order to provide retired teachers the opportunity to be reemployed in a teaching position following retirement, and in order to provide the Governing Board an incentive to reemploy retired teachers, the **Hamilton County Educational Service Center Governing Board** and the **Hamilton County Education Association** hereby agree as follows:

1. This language is totally unique and separate and in no way refers to or applies to current language in Article 38, Hiring of Retired Certificated Staff Members, page 30, of the Master Contract between the Hamilton County Education Association and the Hamilton County Educational Service Center Governing Board.
2. Full and part time employees represented by the Hamilton County Education Association (hereinafter "Employee" or "Employees") who will be eligible for full or reduced benefits under the State Teachers' Retirement System (hereinafter "STRS") and have achieved a salary schedule placement level with the Hamilton County Educational Service Center of not less than Step 18 as of May 31, 2013 shall be guaranteed the option to be rehired on a five (5) year teaching contract (retire/rehire option). This guarantee is not available to any other employees, including substitutes, temporary or contracted employees, those who have been laid off, terminated, or those who have previously retired and returned to HCESC.

Employees who meet the retirement eligibility requirements can elect to retire effective May 31, 2013 from HCESC employment during the one-time window period of enrollment.

- a. The retired/rehired teacher will be placed on the current teacher salary schedule then in effect at the teacher's appropriate educational/training level within a range of zero (0) to five (5) years of experience. Re-employed teachers pursuant to this Memorandum are not entitled to movement on the salary schedule for all five (5) years of the contract, but will be eligible for base increases.
- b. Retired/rehired teachers will be eligible to participate in any insurance plan offered by the Governing Board.
- c. Retired/rehired teachers are not entitled to and/or are not eligible to receive any severance benefits. Severance amount will be paid at the per diem rate in effect at the time of retirement.
- d. Retirement will not be considered a "break in service" for retired/rehired teachers when the Board of Education is considering a reduction in force.

3. Relevant notices must be provided as set forth below:
 - a. Employees interested in the retire/rehire option will notify the Board of Education by February 1st, 2013 of his or her desire to utilize the retire/rehire option, for the 2013-2014 school year. A copy of the required notice and letter of resignation for retire / rehire purposes is attached hereto.
4. The foregoing shall establish neither precedent nor past practice with respect to any further matter.
5. The Board and the Association agree that the implementation of the Plan shall not obligate the Board to offer the Plan or any other retirement incentive in a subsequent school year, that the Plan shall be governed solely by the terms and conditions set forth herein, and that the Memorandum shall not be incorporated into the Negotiated Agreement or otherwise affect the terms and conditions there under except as specifically noted in the Plan. Now therefore the signatures affixed hereto are from duly-authorized representatives that have been given the explicit authority to enter into and legally bind their respective party to this agreement.

This Memorandum of Understanding shall expire upon its terms on February 2nd, 2013.

**HAMILTON COUNTY EDUCATIONAL
SERVICE CENTER GOVERNING BOARD**

Date: 10.17.12

By: Barbara A. Parry

Date: 10.17.12

By: [Signature]

**HAMILTON COUNTY EDUCATION
ASSOCIATION**

Date: 10/15/12

By: [Signature]

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HAMILTON COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD
AND THE
HAMILTON COUNTY EDUCATION ASSOCIATION**

This Amendment to the Memorandum of Understanding is made this 27th day of November, 2012 by and between the **Hamilton County Educational Service Center Governing Board** (hereinafter referred to as the "HCESC") and the **Hamilton County Education Association** (hereinafter referred to as the "Association").

WHEREAS, HCESC and the Association are parties to a Memorandum of Understanding allowing for the rehiring of retired staff members on limited contracts; and

WHEREAS, the aforementioned Memorandum of Understanding is attached hereto as Exhibit A; and

WHEREAS, the parties desire to amend Paragraph 2, Section c. to provide that any employee who elects to take advantage of the retire/rehire option in accordance with the terms of this Memorandum of Understanding shall receive severance upon the employee's separation of employment rather than upon the employee's retirement.

NOW, THEREFORE, BE IT AGREED by and between HCESC and the Association as follows:

1. Paragraph 2, Section c. of the attached retire/rehire Memorandum of Understanding shall be amended as follows:

- c. Retired/rehired teachers shall not receive sick leave severance upon retirement in accordance with the terms of this Memorandum of Understanding. Instead, the employee shall be permitted to maintain their accrued and unused sick leave balance upon the employee being rehired by the HCESC. Upon the employee's separation of employment after being rehired, the employee shall receive sick leave severance in accordance with the terms of the Collective Bargaining Agreement between HCESC and the Association. Sick leave severance shall be calculated utilizing the

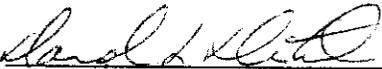
per diem rate which was applicable upon the employee's daily rate of pay at the time of the employee's retirement for all sick leave earned and accrued at the employee's previous per diem rate prior to retirement. Any accrued/unused sick leave earned after the date of retirement shall be paid at the per diem rate applicable upon the employee's final separation.

2. All other provisions of the attached Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the HAMILTON COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD and the HAMILTON COUNTY EDUCATION ASSOCIATION have executed this Amendment to the Memorandum of Understanding on the dates set forth opposite their signature.

HAMILTON COUNTY EDUCATIONAL
SERVICE CENTER GOVERNING BOARD

Date: 11/29/12

By: 

HAMILTON COUNTY EDUCATION
ASSOCIATION

Date: 11/29/12

By: 