

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered this 30th day of March, 2017, by and between the Board of Education of the Arcanum-Butler Local School District (the "Board") and the Arcanum-Butler Classroom Teachers Association (the "Association"). The parties will collectively be referred to as the "Parties."

WHEREAS, the Parties have executed a Collective Bargaining Agreement that is effective between July 1, 2016 and June 30, 2019; and

WHEREAS, the Board desires to create a Title I Tutor position; and

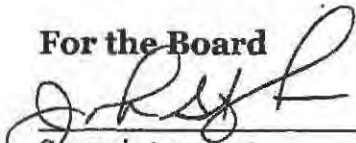
WHEREAS, the Title I Tutor will be employed on a casual, as needed basis.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Parties agree that, solely for purposes of this MOU, the Title I Tutor will be included in the Association's bargaining unit, despite being a casual, as needed employee. For the term of this MOU, the Title I Tutor's terms and conditions of employment will be governed by the Collective Bargaining Agreement, except for the salary, which is attached as Exhibit A.
2. This MOU shall expire on June 30, 2018 and shall not automatically renew.
3. The Parties agree that the Board enters into this MOU on a one-time, non-precedent setting basis. The Parties understand and agree that the Agreement is not modified by this MOU, and the Parties do not intend to create a binding past practice through this MOU. In addition, this MOU does not create any expectations on the part of the Association or its members that similar arrangements will be agreed to in the future.
4. The Parties agree that nothing in this MOU shall be interpreted as creating a bargaining obligation regarding the wages, hour, terms and other conditions of employment of the Title I Tutor
5. The Association agrees that this MOU shall not be the subject of any grievance, arbitration, or unfair labor practice charge. In addition, the Association may not enter this MOU as evidence in support of any grievance, arbitration, or unfair labor practice charge.
6. The Parties agree that nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
7. The contents or application of this MOU will not be subject to the grievance and arbitration procedures in the Agreement.

8. All other provisions of the Agreement currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

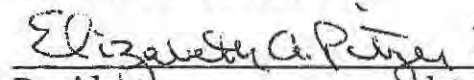
For the Board



Superintendent

3-30-17
date

For the Association



President

3-30-17
date