

MEMORANDUM OF AGREEMENT

The parties to this Agreement, SASED and the SASED Support Staff Association, IEA-NEA, (“Association”) have engaged in impact bargaining regarding SASED’s decision to eliminate the transportation of students to and from home and school that occurs outside the regular school day and has been provided by Instructional Assistants using Suburban vans. The parties have concluded impact bargaining and have agreed to the following terms and conditions for the approximately fifteen (15) Instructional Assistants who will no longer be providing Suburban van transportation for SASED students to and from home and school:

1. For the 2020-2021 school year, SASED will waive the October 1 deadline for providing written notice of retirement to receive the retirement benefits provided in Section 5.7 of the parties’ collective bargaining agreement (CBA.) All other requirements of Section 5.7 will remain intact and binding.
2. During the term of the parties’ successor agreement, currently being negotiated, such affected Instructional Assistants shall be given preferential consideration for any available extra duty assignments at Southeast Alternative School, where SASED determines such extra duty assignments are available and provided such extra duty assignments do not interfere with the Instructional Assistant’s regular duties.

The parties recognize that driving responsibilities during the school day are not likely to occur during the 2020-2021 school year. To the extent such duties become necessary, at either party’s request, the parties agree they will further discuss such responsibilities and how they will be provided.

3. This Memorandum of Agreement does not constitute and shall not be deemed an admission on the part of either of the parties of any wrongdoing, liability, error or violation of the parties’ collective bargaining agreement. Nor shall this Agreement be precedential, create a past practice by SASED, alter the past practice established by the bargaining relationship between the parties, or be subject to or introduced in a grievance arbitration.
4. This Memorandum of Agreement will expire at the same time as the parties’ successor CBA, currently under negotiation.

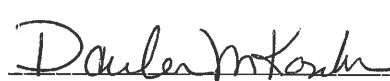
Representing:



SASED

Title Chairperson, SASED Board of Control

Date ___ Date 12/9/2020

 11/17/2020
SASED Support Staff Association, IEA-NEA

Title President