

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOUDONVILLE-PERRYSVILLE BOARD OF EDUCATION
AND THE LOUDONVILLE-PERRYSVILLE EDUCATION ASSOCIATION**

This Memorandum of Understanding ("MOU") is made by and between the Loudonville-Perrysville Exempted Village School District Board of Education (the "Board") and the Loudonville-Perrysville Education Association (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement in effect from July 1, 2021 through June 30, 2022 (the "CBA"); and

WHEREAS, the Board has attempted to fill the speech-language pathologist position in the bargaining unit but has been unable to fill the position with either internal or external job candidates; and

WHEREAS, the School District has a need to provide speech-language pathology services; and

WHEREAS, the parties wish to address the provision of speech-language pathology services for the 2021-2022 school year; and

WHEREAS, the parties wish to memorialize their agreements and understandings regarding the provision of speech-language pathology services for the 2021-2022 school year.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following.

1. The Board may contract with an outside service provider for speech-language pathology services for the 2021-2022 school year.
2. The Association agrees to waive any potential legal claims related to the Board's contracting out the provision of speech-language pathology services.
3. The Board shall continue to post for the speech-language pathologist position with the goal of hiring a staff member for the position.
4. Despite this goal, the Board retains the management right to determine if an individual is qualified for the position, and the Association agrees it shall not grieve the appointment or non-appointment of any particular person to the position.
5. This MOU does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy, other than as set forth herein.
6. The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.
7. This MOU shall automatically expire on June 30, 2022.

8. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.

Loudonville-Perrysville
Education Association

Loudonville-Perrysville Exempted Village
School District Board of Education

Soyb... 7/22/2021

President Date Superintendent Date

Cathumples 7/26/2021