

The Board agrees to deduct from the unit member's salary membership dues for the Carroll Association of School Employees as said unit member individually and voluntarily authorizes by means of an appropriate written authorization form prepared

ARTICLE II - DUES DEDUCTION

4. For the purpose of the Agreement, the term "unit member" when used hereinafter shall refer to all clerical employees, assistants and licensed practical nurses represented by the Carroll Association of School Employees - affiliated with the Maryland State Teacher's Association. The term "Board" shall refer to the Board of Education of Carroll County.
3. The Association agrees to represent fully, without discrimination, all employees in this unit.
2. The Association recognizes that the Board is the legally responsible agency charged with the operation of the Public School System in Carroll County.
1. The bargaining unit shall include all non-certified clerical employees, assistants and licensed practical nurses of the Board of Education of Carroll County with the exception of those positions identified by the Superintendent of Schools or his designee.

11/20/01

B. BARGAINING UNIT

X-6/30/02

In accordance with Section 6-505 of The Public School Laws and Bylaws of Maryland, the Board of Education of Carroll County recognizes the Carroll Association of School Employees (CASE) as the sole and exclusive representative of non-certified clerical employees, assistants and licensed practical nurses employed for nine (9) months or more per year. With regard to salaries, wages, hours and working conditions, the Parties agree that all policies and practices of the Board pertaining to working conditions in effect shall remain in effect for the duration of this Agreement, except as modified by the provision herein.

A. BASIS

(LPIs, Clerical, work in special ed courts)

ARTICLE I - RECOGNITION

NEA | ~~MSA~~ CASE

Anne Arundel Co Schools --

830749

SECTION I

DEFINITIONS

A "grievant" shall mean a unit member or group of unit members or the Association filing a grievance.

A "grievance" shall mean controversy, dispute or disagreement of any kind or character arising out of or in any way involving interpretation or application of the term of this Agreement.

"Employer" shall mean the Board of Education or its administration.

"Days" shall mean working days.

SECTION 2

PROCEDURES AND STEPS

Within 20 days following the act or condition which is the basis of a complaint, a unit member may file a grievance with the unit members' immediate supervisor.

Prior to filing the written grievance, every effort shall be made to resolve the grievance informally between the grievant and the grievant's immediate supervisor.

STEP 1

If the grievance has not been resolved informally as referred to above, a written grievance may be presented to the unit members' immediate supervisor.

Within 20 days thereafter, the Employer representative to whom the grievance was presented or designated representative shall meet with the grievant and give a written decision to the grievant.

STEP 2

- 1. The duty year for 12 month unit members shall be the approved 12 month calendar.
- 2. The duty year for ten (10) month members shall consist of not more than 200 days.
- 3. For the computation of any time requirements for vacation or other benefits, a duty year (10 or 12 month) shall count as one (1) duty year.
- 4. The duty year for assistants for the duration of this Agreement shall not be

D. DUTY YEAR

All overtime and compensatory time must be approved in advance by the principal or immediate supervisor.

- 1. The Board reserves the right to assign overtime work. Unit members shall be paid time and one-half their hourly rate of pay for all hours worked in excess of 40 hours in any work week. A unit member may choose to take compensatory time rather than overtime for these hours. A maximum of 12 hours of compensatory time may be accumulated. Compensatory time, as with overtime, shall be granted at time and one-half for all hours of work in excess of 40 hours in any work week.

C. OVERTIME/COMPENSATORY TIME

- 1. The work week shall be defined as Monday through Friday except in an emergency situation to be determined by the Superintendent of Schools or his designee.

B. WORK WEEK

- 3. All assistants and licensed practical nurses shall work seven and one half (7½) consecutive hours per day, including a thirty (30) minute duty-free lunch.
- per day, including a one (1) hour, duty-free lunch period.

1. The Carroll County Board of Education shall operate on the basis that those persons utilizing private vehicles for business usage shall be reimbursed on the basis of the number of miles driven for business mileage.
2. Business mileage shall henceforth be defined as mileage driven in direct connection with the job. Mileage from home to office shall not be considered business mileage.
3. Normal Work Days - personnel reporting directly from home to school or to a meeting inside or outside the county should consider mileage in excess of the employee's normal to and from daily work mileage.
4. Evenings and Non-Work Days - personnel attending approved professional

I. TRAVEL REIMBURSEMENT

1. The Board shall release from duty, without loss of pay or fringe benefits unit members who wish to attend the Maryland State Teacher's Association Convention. One week prior approval is necessary from the immediate supervisor.
2. Unit members holding local or state elected office will be granted administrative leave with pay to attend to Association business or to attend Association conferences or conventions. Total leave per elected officer shall not exceed 16 duty days per year excluding attendance by the local President at local board meetings and negotiations. The Association will pay for (a) substitute(s) if one is required to replace the absent employee(s).

H. CONVENTION LEAVE

Any other day designated by the calendar applicable to unit members covered under this Agreement.

December 25

The day after Thanksgiving

Thanksgiving

All employees shall have the right to take rest periods as needed during the duty day that do not interfere with the operation of the schools.

ARTICLE V - ASSOCIATION RIGHTS

A. ASSOCIATION MEETINGS

The Association shall have the right to use school buildings in compliance with the established Guidelines For Use of Facilities in the Carroll County Public School System as fifth priority users.

B. BULLETIN BOARDS

There will be bulletin board space or bulletin area reserved for the Association in each office or school with location to be approved by the principal; but in such areas as to allow easy access to all members, for the purpose of displaying its official notices, circulars and other such materials.

C. ASSOCIATION COMMUNICATIONS

The Association will have the right to place official notices, circulars and other materials in members' mail boxes, so long as it does not interfere with the distribution of the materials of the school system. All Association materials intended for distribution in schools or in the school system must be approved by the local Association President or the local Association's President's designee before distribution. The Association shall have the use of the inter-school delivery system.

D. EMPLOYEE LIST

1. As soon as possible after the beginning of each school year, the Board shall provide the Association with a list of all unit members which will include their names, addresses and building assignment.

2. During the school year the Board shall provide the Association with a list of all changes including resignations, promotions and appointments.

All employees shall have the right of representation during matters of suspension and/or discharge. The employee may appeal an issue related to discipline and/or discharge pursuant to the administrative appeals process

Disciplinary actions against bargaining unit members may include oral reprimand, written reprimand, suspension and discharge, and shall normally be progressive in nature; however, such disciplinary measures shall be consistent with the severity of the offense. No employee shall be discharged without just cause as determined by the Superintendent. In the case of any discharge or suspension the employee shall be notified in writing of the action and the reason for such action.

D. DISCIPLINE AND DISCHARGE

Upon termination of a unit member's employment, no documents and/or other material shall be placed in the unit member's personnel file unless it related to the termination of the unit member's employment.

C. TERMINATION RIGHTS

A personnel file shall be maintained in the Personnel Office of the Board. Unit members will have the right, upon request to review the contents of their personnel file, and to receive a copy of any document contained therein, excluding letters of recommendation. A unit member will be entitled to have a representative of the Association accompany the unit member during such review. The Board agrees to protect the confidentiality of personal references and other similar documents. No materials derogatory to a unit member's conduct, service, character or personality will be placed in the unit member's personnel file unless he/she had an opportunity to review such materials. No anonymous materials shall be placed in a unit member's personnel file. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing the unit member's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member also will have the right to submit a written answer to such material. Duplicate copies of letters or materials sent to the unit member will be filed without the unit member's signature.

3. Any unit member who makes timely application for said vacancies or new positions shall be given preference, on the basis of qualifications, length of service and the best interests of the School System, over new hires.

C. VOLUNTARY TRANSFERS

1. No later than July 1 of each school year the Personnel Department shall deliver to the Association and post in every work site a list of the known vacancies which shall occur for the following school year.
2. Unit members who desire a voluntary transfer must file a written request with the Department of Personnel no later than May 1 of that school year. Such request shall include the type of position the unit member desires to be assigned to and the school or building site to which he/she desires to be transferred, in order of preference.

3. No later than October 1 of each school year the Personnel Department shall deliver to the Association a system-wide list showing the names of all unit members who have been reassigned or transferred and their seniority prior to September 1. If additional reassignments or transfers are made on or after September 1, supplementary lists shall be provided to the Association as soon as practicable.

4. In determining which employee will receive a voluntary transfer to a specific vacancy, the wishes of a unit member shall be honored to the extent that the unit member meets the following criteria:

- (a) has completed the probationary period;
- (b) has a satisfactory or better evaluation;
- (c) the transfer does not conflict with the needs of the school system.

Among clerical and LPN employees requesting a voluntary transfer to the same position who meet the three criteria set forth hereinabove, the employee with the greatest system-wide seniority shall prevail. With respect to assistants, those employees who meet (a), (b) and (c) above and who have the greater categorical seniority shall prevail; however, when two

2. Unit members laid-off pursuant to paragraph 1 shall be placed on a recall list for their clerical, assistants I and II and licensed practical nurse assignment for a period of two (2) years. Assistant who have satisfactory service in the county as both assistant I and II, shall be, at the unit member's option, placed on the recall list for assistants I and II based on their seniority in each individual category.

1. In any reduction of unit members necessitated as a result of budgetary actions and/or administrative reorganization, unit members shall be laid off from the clerical, assistants I and II and licensed practical nurse assignment affected on the basis of seniority computed from the last date of employment except where the senior unit member who would be kept does not have the physical fitness necessary to perform the remaining work within the affected unit member assignment as determined by the Superintendent and/or his designee.

The Board of Education of Carroll County retains the right to reduce its force.

E. REDUCTION IN FORCE

7. A unit member who is to be involuntarily transferred shall have the right to meet with the Board representative who had made the decision. In the event that the unit member objects to the transfer at this meeting, upon request, the Superintendent or the Superintendent's designee shall meet with such unit members.

6. The employer shall make a list of all available vacancies or new positions by clerical, assistant I and II and licensed practical nurse assignment and allow the most senior unit member declared as an involuntary transfer to make the first selection - from the appropriate clerical, assistants I and II and licensed practical nurse assignment list. Assistants who have satisfactory service in the county as both assistant I and II shall be, at the unit member's option, placed on the involuntary transfer list for assistants I and II based on their seniority in each individual category. The unit member shall have one (1) business day to consider his/her selection.

from leaves of absence without pay, or new hires.

the school system or from one position category to another (e.g. assistant to clerical) will be evaluated during the first year in that new assignment.

Unit members who have not completed the probationary period shall be evaluated at least once each semester prior to December 15 and May 15.

1. All monitoring of the performance of an employee resulting in their evaluation shall be conducted openly and with the full knowledge of the employee.

2. Any unit member performing at an overall rating of less than "satisfactory" shall be informed in writing and in a conference of the area(s) of weakness and given suggestions for improvement prior to the evaluation and in time for the employee to demonstrate improvement.

3. Evaluations shall be reduced to writing on the current appropriate form. Completion of the evaluation shall be the responsibility of the building administrator or appropriate supervisor.

4. Any unit member who disagrees with his/her evaluation may submit a rebuttal in writing which shall be submitted to the Personnel Department and made part of his/her personnel file.

5. All unit members shall receive a duplicate copy of their evaluation. A signed copy along with any employee comments shall be placed in the employee's personnel file.

6. Any alleged failure of the Board to follow the procedures in this section shall be subject to the grievance procedure.

G. DEFINITIONS

1. Seniority - Except for assistants seniority shall be defined as service with the Board in the bargaining unit computed since the last date of hire. For assistant, overall seniority shall be defined as service with the Board in the bargaining unit computed since the last date of hire. For placement of assistants, categorical seniority will be calculated within the category of

this Agreement.

ARTICLE VIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Unit members will be granted one (1) day for each month of their contract year. The days granted will be available as of the first official day of the duty year of the Agreement.

2. Sick leave may be accrued to the amount earned. Unit members shall be given a written accounting of accumulated sick leave days with each salary check.

3. The Board may require proof of illness wherever there is reasonable cause to believe that an absence is not due to a bona fide illness.

4. Five (5) days of accrued sick leave may be used to assist in the health care of person(s) who live in the employee's household, or to care for a parent, spouse, or child regardless of their residence.

5. For days lost in excess of those allowed herein for sick leave, unit members will be granted one, non-compensatory sick day for each month of their contract year. The days will be available as of the first official day of the duty year of the Agreement and shall not be carried over from year-to-year. These non-compensatory days will not be applied to the necessary waiting period for sick leave bank grants.

B. PERSONAL BUSINESS LEAVE

1. Up to one(1) unused personal business day from the current school year will be carried over for a maximum of four (4) personal business days the following year. Any remaining unused personal business days shall be added to accumulated sick leave at the end of each school year. Employees may not use more than three (3) personal business days consecutively.

2. The unit member shall notify the immediate supervisor in advance of

but not to exceed seven (7) calendar days, for the death of a parent, foster parent, parent-in-law, child, spouse, sibling, daughter-in-law, son-in-law, or any member of the immediate household and three (3) consecutive duty days, but not to exceed five (5) calendar days, for the death of an employee's grandparent, grandchild, grandparent-in-law, brother-in-law or sister-in-law. If the funeral does not immediately follow the death, bereavement leave may be granted to coincide with the day of death and the funeral. This provision does not affect the total number of days which may be granted for bereavement leave.

D. MATERNITY LEAVE

1. A request for a non-compensatory leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency. Said request shall include with such notice a physician's statement verifying pregnancy. Any unit member may continue in active employment as late into pregnancy as desired provided the unit member is able to properly perform required functions.
2. The leave of absence shall become effective on the last day of formal employment and may extend to a total of 12 months. A request may be submitted to the Board of Education for an extension of this leave at the end of the first leave.

3. While on leave any unit member shall have the option to remain an active participant in the State Retirement System by contributing thereto the amount said unit member would have been required to contribute if actively employed. The unit member shall have the option to participate in the Board's fringe benefit plan while on leave provided the unit member pays the entire cost of participation.

4. Before returning to duty, the unit member may be required to present a doctor's certificate stating that she is able to resume her regular work.
5. Since maternity is treated as a temporary disability a unit member who is expecting a child an plans to continue employment with the Board after the

resulting from an alleged criminal act on his/her part.

I. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed 90 duty days* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 duty day period shall be endorsed over to the Board.

If the employee is continued on temporary total disability from Workers' Compensation beyond the 90 duty day period, these options shall be available to him/her:

1. He/she may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her full regular salary, less any amount paid as temporary disability under Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave.

2. When there is no other leave time available for the employee to use he/she must apply for a non-compensatory leave of absence. If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.

3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

*The 90 day period means 90 days per injury. If there is an aggravation of the same injury, and a temporary total award is reinstated, the employee is under the initial 90 day period. The employee does not begin a new 90 day period with the aggravation of a pre-existing compensable injury.

J. REINSTATEMENT

All benefits to which a unit member was entitled at the time leave of absence

members of the Bank.

2. All employees who earn sick leave are eligible to participate in the Sick Leave Bank. Participation is voluntary, but only contributors will be permitted to use the Bank.

3. Three standing Committees will be established:

- a. Rules Committee
- b. Review/Approval Committee
- c. Board of Education Appeal Committee

4. Specific rules concerning eligibility, enrollment, contributions, and use will be developed by the Rules Committee. This Committee will also be responsible for periodic review of all rules and procedures.

5. Final appeal on all disputes will be to the Board of Education.

ARTICLE IX - INSURANCE

A. FLEXIBLE BENEFIT PLAN:

The Board shall provide the following flexible benefit plan to employees who are paid more than twenty (20) hours per week.

No Coverage - Employees who produce proof of other medical insurance coverage may elect no coverage. Those electing no coverage as of June 30, 2001 will receive a cash "buy-out" equal to 40% of the annual premium for the "Point of Service Plan Individual Coverage" up to \$1,220.44 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001 will no longer receive the cash "buy-out" at a later date.

DENTAL CHOICES

Traditional - See Section F of this Article.

Preferred - Coverage as described in the Health Benefits Guide, which the parties have accepted.

Direct Reimbursement Program - See Section F. of this Article.

No Coverage - Employees may elect no coverage. Those electing no coverage

F. The Board shall provide DENTAL INSURANCE as described in the Health

scope of such person's employment or under the direction of the Board.
E. The Board agrees to provide to the extent of present policy provisions for insurance coverage for financial loss arising from liability, provided such person, at the time of the act or omission complained of, was acting within the

D. The Board shall provide for all eligible employees in this bargaining unit TERM LIFE INSURANCE in an amount equal to one and one-half of the employees' annual salary; provided, however, that any employee shall have the option of having the term life insurance capped at \$50,000.

C. COST SHARING
Any increase in the "Base Rate" shown in Section B. of this Article for Point-of-Service Plan shall be shared on a 50-50 basis between the Board and the employees, provided that the employee's share of any increases in the "Base Rate" shall be offset by the CPT's medical inflation factor as of the preceding December prior to the setting of the rates. For example, if the medical inflation rate factor as of December 1992 is 9.6, the employees' share of the "Base Rate" increase in the first year of this Agreement shall be 40.4% (50 - 9.6). The cost sharing provision of this Agreement shall not be applied for contract year 2001-2002.

B. BASE RATES
July 1, 2001 - June 30, 2002 Board contributes 98% Individual 98% Other.

FLEXIBLE SPENDING ACCOUNTS
Employees may establish spending accounts on a voluntary basis with pre-tax dollars to be used for non-covered medical expenses or dependent care expenses.

BEFORE TAX PREMIUM
The premiums paid by employees shall be paid with pre-tax dollars where applicable.

All eligible employees shall be permitted to purchase term life insurance in addition to the amount provided by the Board in paragraph D. of this Article.

MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS		
Plan Feature	In-Network	Out-of-Network
Mental Health and Substance Abuse Benefits		

Your Annual Deductible	None	\$250 per person/ \$500 per family
Co-insurance	Plan pays 90%	After the deductible, Plan pays 75% of UCR* You pay all remaining costs.
Your Annual Out-of-Pocket Maximum	\$1,000 per person/ \$2,000 per family	\$2,000 per person/ \$4,000 per family
Lifetime Maximum Benefit	No Maximum	
Inpatient Hospital (Facility and doctor charges)	Plan pays 90% and \$100 per confinement deductible	After the plan deductible and \$200 per confinement deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Outpatient Hospital (Facility and doctor charges)	Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Emergency Care in a Hospital	Plan pays 100%, you pay \$25	Same as in-network Non emergency use of emergency room is not covered.
Surgical Expenses	For Facility - Plan pays 90% For Office: Plan pays 100%, you pay \$10 for office visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Doctor's Office Visits	You pay \$10 per visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining cost.
Preventive Care	For annual physical - \$10 co-payment Annual gyn exam - you pay \$10 co-payment Pap smear - plan pays 90% Mammogram -- Plan pays 90%	Annual gyn exam and Pap smear -- Plan pays 75% of UCR*, you pay all remaining costs. After the deductible, Plan pays 75% of UCR*, you pay all remaining costs. Annual gyn exam and Pap smear -- Plan pays 75% of UCR*, you pay all remaining costs. Pap smear - plan pays 90% Mammogram -- Plan pays 90%
Well Child Care	Schedule of visits based on age -- You pay \$10 per visit	Plan pays 75% of UCR*, you pay all remaining costs.
Prescription Drug	\$10 co-payment - generic \$25 co-payment - name brand	No coverage for non participating pharmacies

- A. Unit members who may be required to use new equipment or re-train for existing equipment shall be properly trained to use the equipment. Such training shall be dependent on available funds and/or a training program provided by the equipment manufacturer.
- B. IN SERVICE

Appropriate IN SERVICE activities will be planned by the Board. Such planning will include input from the Association. Implementation of such activities is subject to the availability of funds.

ARTICLE XII - VACATIONS

All twelve (12) month clerical unit members shall earn vacation at the rate of sixteen (16) days per duty year up to and including the fourth duty year. Beginning with the fifth duty year and continuing thereafter, the unit member shall earn twenty-one (21) days per duty year. By mutual agreement, the unit member can be compensated for unused vacation time. This vacation time for which the unit member can be compensated cannot exceed the total number of days available less five (5) days.

Unit members will be able to accumulate and carry over vacation leave as of July 1 of any year with the following limitations:

- Those persons earning vacation at the annual rate of twenty-one (21) days shall not have a vacation balance exceeding thirty (30) days as of any July 1.
- Persons earning vacation at the annual rate of sixteen (16) days shall not have a leave balance exceeding twenty (20) days as of any July 1.
- After July 1, it is possible that the leave balance might exceed thirty (30) or twenty (20) days, but must be reduced to the required level by the succeeding July 1.

ARTICLE XIII - RETIREMENT BENEFITS

For employees hired prior to July 1, 1997: Upon employee's retirement or

minutes after the students' dismissal time.

ARTICLE XV - SALARIES

A. Effective July 1, 2001, all eligible employees shall receive increments, additions, and lane changes. All eligible employees will receive a four percent (4%) cost of living adjustment which will be applied to all steps of the salary schedules.

B. The Board of Education shall establish the entry level for all new unit members. Incremental movement on the salary schedule shall be based on a satisfactory or better evaluation following the unit member's probationary period. Unit members who receive a needs improvement or unsatisfactory evaluation shall be frozen on step for one (1) duty year.

C. Unit members who have received a satisfactory or better evaluation shall receive increment credit based on their date of hire.

July 1 - November 15 = 1 year credit
November 16 - February 28/29 = ½ year credit
March 1 - June 30 = no credit

D. Clerical unit members shall be compensated two hundred dollars (\$200.00) for earning an advance certificate from an accredited institution for training that relates directly to the unit member's current assignment.

Unit members shall be compensated three hundred dollars (\$300.00) for an earned Associate of Arts Degree and six hundred dollars (\$600.00) for an earned Bachelor's Degree.
An official certificate or transcript must be submitted showing the degree or program completed.

E. In the event of a salary error, neither the Board of Education nor the unit member may claim salary adjustments for any more than the current fiscal year.

F. Transfers or promotions within the unit from one salary schedule to another

Unless otherwise provided herein, the provisions of this Agreement with the exception of Article IX, Section A (Insurance-Flexible Benefit Plan), shall be effective as of July 1, 2001, and will remain in full force and effect until June 30, 2002.

Article IX, Section A (Insurance -Flexible Benefit Plan), shall be effective as of July 1, 2001, and will remain in full force and effect until December 31, 2002.

This Agreement is contingent on full funding by the County Commissioners of the Board of Education's Fiscal Year 2002 budget. In the event the budget is not fully funded, the parties shall renegotiate the Agreement upon the request of either the Board or the Association.

Negotiations on a successor contract will begin on or before October 16, 2001.

It is understood that the Carroll Association of School Employees and the Board of Education of Carroll County shall design and implement a day of inservice activities. The format, topics, and schedules will be recommended by an Advisory Committee comprised of one representative each from the secretaries, the licensed practical nurses, the instructional/special education assistants, the exempt secretaries, the CASE president, and the Director of Curriculum/Staff Development or designee. The Director of Curriculum/Staff Development shall assign an existing inservice day for the scheduling of the activity. The Superintendent or his designee shall have final approval of the program.

CASE - BOARD SPONSORED INSERVICE

MEMO OF UNDERSTANDING

1. For the purpose of piloting new transfer opportunities for instructional assistants and special education instructional assistants, Article VII, D.5., shall be suspended from this contract from June 1, 2001 through August 31, 2001.
 - ▶ Vacancies for instructional assistants and special education instructional assistants positions open as of June 1, 2001, will be posted according to the usual procedures.
 - ▶ All unassigned and assigned employees may make application for each of these vacant positions according to established procedures.
 - ▶ Any open assistant position as of June 30, 2001, will be placed on hold until released by the Supervisor of Elementary Schools.
 - ▶ The Department of Human Resources will follow established procedures to place any unassigned assistants into positions once the unfilled positions are released.

MEMO OF UNDERSTANDING
2001-02 Contract Year