

MEMORANDUM OF AGREEMENT

This Agreement is entered into this _____ day of _____, by and between the Board of Education of the Upper Arlington City School District, Franklin County, Ohio, (the "Board") and the Upper Arlington Education Association, Franklin County, Ohio, (the "Association").

WHEREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2021, to June 30, 2024, (the "Agreement"); and

WHEREAS the Board and the Association have entered into discussions concerning the Capstone Summer Pilot from 2019 and the commitment to continue the program for the summers of 2022, 2023, and 2024; and

WHEREAS, the Board and the Association have reached an agreement concerning the additional Capstone Summer Pilot course offerings and wish to memorialize their agreement through the terms of this MOA; and

NOW THEREFORE be it resolved that the Board and the Association agree to the following:

A. Summer Capstone

1. The District will offer the Summer Capstone Course during the summers of 2022, 2023, and 2024 as follows:
 - a. The Summer Capstone Course will not be offered through independent study.
 - b. Upon completion of the Capstone Summer Course, students will earn (0.5) credit for the semester course (or an equivalent of sixty (60) hours of contact time. The sixty (60) hours of contact time shall be accumulated as follows: (i) forty-five (45) hours of direct instruction, broken into three (3) hours a day over the course of three (3) five-day (5) weeks; (ii) five (5) hours of individual or small group meetings during office hours and/or online content (email, peer reviews, instructional check-ins); and (iii) ten (10) hours of experiential credit (internship service, etc.).
 - c. The goal for class sizes for the Summer Capstone Course will be thirty (30) students per class. The parties agree that some of the Summer Capstone classes may have more than thirty (30) students, but in no circumstance shall more than thirty-eight (38) students be enrolled in the course. This limitation in class size is based on the unique circumstances of the summer capstone courses and will not be used against the Association or Board of Education as past practice or precedent
 - d. The Summer Capstone Course teaching positions will be posted annually and shall be filled by individuals holding a 7-12 licensure with

ELA preferred or an individual holding a K-12 Intervention Specialist license with 7-12 teaching experience required.

2. In exchange for fully completing the summer Capstone session (8 a.m. – 4 p.m.), a staff member shall have his/her teaching load reduced by one (1) class during the following school year only and the reduced class period shall not be the last period of the workday).
3. At the conclusion of the Summer Capstone Course, a meeting among the Summer Capstone Course Instructor, the Capstone Coordinator, the Building Principal/designee, and a UAEA representative appointed by the Association President will be held to discuss the progress of each individual student who has not presented the Capstone Project. The topic of discussion will be whether or not each individual student who didn't present the Capstone Project will be required to be enrolled in the fall section of the Capstone Project or if the individual will be able to present the Capstone Project not later than the conclusion of the First Semester of the following school year without additional support/instruction.
4. The workday for the unit members instructing the Summer Capstone Course shall be eight (8) hours for the fifteen (15) days of classroom instruction. The eight-hour (8) workday shall be from 8:00 a.m. until 4:00 p.m. During the eight (8) hour day, each unit member shall have a thirty-minute (30) uninterrupted lunch and one hour (1) of planning time. The thirty-minute (30) uninterrupted lunch shall be either from 10:00 a.m. until 10:30 a.m. or from 12:30 p.m. until 1:00 p.m. daily. Planning time shall be from 3:00 p.m. until 4:00 p.m. daily.
5. The unit members shall also hold office hours for those students who need additional support and/or instruction.
6. Office hours shall be held for at least two (2) hours per week for the six (6) weeks following the conclusion of the in-person class sessions.
7. If a unit member utilizes a sick day at any time during the regular school year or during the summer work, he/she shall be charged sick leave at the normal rate. If a unit member utilizes a sick day on a day when only office hours are scheduled, the unit member will be required to make up the office hours and will not be charged sick leave.
8. If a Summer Capstone Course teacher is not able to fulfill his/her duties during the assigned summer due to a qualifying sick leave event impacting the instruction of students and/or if a teacher resigns the position, the Association and Board shall convene to determine the teacher's partial compensation. The Board will not utilize the Summer Capstone Course as a reason to implement a reduction in force. However, the Board reserves all rights it has under Article VII of the Agreement and Ohio law with respect to a reduction in force.

B. General

This Agreement will continue through the duration of the current Collective Bargaining Agreement effective from July 1, 2021, to June 30, 2024 and will sunset with completion of the Summer 2024 Capstone course with the staff member receiving the reduced period during the 2024-25 school year.

The Association agrees to waive any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this Memorandum of Agreement. This Memorandum of Agreement shall not affect the interpretation of the Collective Bargaining Agreement, is based on the particular circumstances of this case and will not be used against the Association or Board of Education as past practice or precedent.

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

For the Board

For the Association

Superintendent

Co-President

Treasurer

Co-President

Date: _____

Date: _____