

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered on this ____ day of June, 2022, by and between the Upper Arlington Education Association (hereinafter the "Association") and the Upper Arlington City School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2021 through June 30, 2024 (hereinafter referred to as the "Agreement");

WHEREAS, the Board will continue to provide a 100% online instruction option to students in grades 6-12 through the UA Online Academy during the 2022-2023 school year;

WHEREAS, the Parties have reached agreement regarding job duties for the individuals working in the UA Online Academy ("UA OA") as well as the procedure for determining the assignment of a staff member should the UA Online Academy Positions cease to exist; and

WHEREAS, the Parties wish to memorialize their agreement.

IT IS NOW THEREFORE AGREED as follows:

1. Return to assignment -
 - a. Should the UA Online Academy Positions cease to exist, any staff member assigned to a UA Online Academy Position shall be reassigned with the Superintendent utilizing his authority under Article VII, Section 7.3 a.
 - b. Any individual displaced as a result of the staff member being reassigned shall also be reassigned by the Superintendent to a position for which they are licensed should a position exist.
 - c. Each staff member reassigned shall be reassigned to a position with an equivalent FTE status.
 - i. Should no such position exist, the staff member may be offered a lesser FTE status position. In this circumstance, the staff member shall have the ability to accept the lesser FTE position or elect to be laid off.
 - ii. Should the staff member elect to be laid off, the staff member shall retain the right of recall for a period of forty-eight months from the effective date of the layoff rather than the thirty-six (36) month time period as outlined in 7.8 d.

2. Working Conditions –

- a. For the 2022-2023 school year, a full-time teacher working within the UA OA shall have the following limitations on the numbers of class preparations:
 - i. A full-time high school UA OA teacher = no more than four (4) preps
 - ii. A full-time middle school UA OA teacher = no more than six (6) preps
- b. Teachers not assigned to the UA OA full-time and who volunteer to add an UA OA course to their work load shall be issued a supplemental contract and shall be compensated at the rate of twenty-five dollars (\$25.00) per student day in which the student is enrolled in the UA OA course.
- ~~e.~~ For the 2022-2023 school year, one school counselor from the high school level shall be designated and receive a stipend in the amount of one-thousand dollars (\$1,000) to support OA students. This amount is based on support provided one day per week by the school counselor. Should more than one school counselor be interested in sharing the one-thousand dollar (\$1,000) stipend, those filling the position shall split both the stipend and the number of students supported in an equitable way. Mental health support will be provided through the District's partnership with the Ohio State University.

3. Job duties –

- a. Train students and parents/guardians on the learning platform and how it will be utilized within the UA OA
- b. Set goals within the platform and with individual students
- c. Monitor student progress and achievement to inform individual student meeting time needs
- d. Grading
- e. Setting-up courses
- f. Collaboratively work with the assigned UA Intervention Specialists to
 - i. modify/adjust curriculum and/or assignments for students enrolled in the UA OA
 - ii. identify and provide two-tier supports for students enrolled in the UA OA
- g. Maintain a record of student attendance according to the policy set by UA Administration
- h. Communicate with UA OA students and parents/guardians according to the schedule that is collaboratively created among the UA OA teachers and administration
 - i. UA Administration will ensure that clerical support is provided to the UA OA teachers in order to facilitate communication with UA OA students and parents/guardians.
- i. Work with students individually or in small groups, as needed
- j. Provide content support to students individually or in small groups, as needed
- ~~k.~~ Maintain office hours
- l. Require videoconferencing (via Zoom) for students for:
 - i. Small group

- ii. Executive functioning
 - iii. Content support
 - iv. Platform support
 - v. Social Emotional Support
 - m. Provide general tech support, as appropriate
 - n. Refer more involved tech support to the UA Tech Department or the District’s online learning platform for issues that are beyond the UA OA teacher’s ability
4. Future Planning – During the contractual day of the 2022-2023 school year, the OA teachers shall meet regularly with the Administration and a member of the Association Leadership, appointed by the UA EA Co-Presidents to develop a plan for the future of the UA OA. Association Leadership and the Administration will meet no later than September 30, 2022, to set the dates and times for these meetings to be held.
 5. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. 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.
 6. This MOA shall be in effect for the 2022-2023 school year only and shall expire on May 31, 2023.
 7. The provisions not altered by this MOA 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

Superintendent Date

FOR THE ASSOCIATION

Co-President Date

Co-President Date