



MEMORANDUM OF UNDERSTANDING

Between the
Holgate Local District Board of Education
And The
Holgate Teachers' Association

10-MED-10-1650
1073-01
K27633
05/23/2012

This Memorandum of Understanding is made this 21st day of May, 2012 by and between the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **HOLGATE TEACHERS' ASSOCIATION** (hereinafter referred to as "Association") for the purposes of identifying items which affect wage, hours, terms and conditions of employment related to the Holgate Local School District's Credit Flexibility Program Procedures and Guidelines.

WHEREAS, in accordance with the requirements of Ohio law, the Board has developed and approved a Credit Flexibility Program with Procedures and Guidelines; and

WHEREAS, due to the fact that implementation of the Credit Flexibility Program, Procedures and Guidelines could, affect terms and conditions of employment, the Board's representative and the Association's representative met on December 17, 2010 in an effort to address areas of interest and concern between the parties; and

WHEREAS, as a result of this negotiations session, the Board and the Association have reached tentative agreement concerning a one and a half year memorandum which will act as a trial program for the implementation of the Credit Flexibility Program.

NOW, THEREFORE, BE IT AGREED, by and between the Holgate Local School District Board of Education and the Holgate Teachers' Association as follows:

1. The Teacher of Record provisions:

Teachers responsible for an individual student credit flexibility plan will have the opportunities to consult with and otherwise assist the assigned student on a regular basis. This will be determined during the Credit Flexibility Development Committee meeting for each student plan with the approval of the teacher(s) of record. At no time will the teacher be required to work outside the contracted day unless the teacher volunteers to do so. The teacher shall be responsible for the curriculum and grading of the student.

If the teacher volunteers to work outside the work day, the Teacher of Record will be compensated based on the LPDC rate for all Teacher of Record work/duties outside the Teacher's regular contract day as approved by the high school principal.

If possible, the approval for compensation related to the Teacher of Record duties outside the contract day will be made at the time the Credit Flexibility Program is approved by the Committee.

2. A joint high school Credit Flexibility Development Committee (CFDC) shall be established to oversee and review credit flexibility applications from students desiring high school credits under

the Credit Flexibility Program. The CFDC shall be made up of the high school principal, the Teacher(s) of Record, guidance counselor, and a member chosen by the Association. Other participants may be invited to participate as plan/committee needs require, with a maximum of five (5) participants.

CFDC members may submit training for LPDC credit.

Members serving on the CFDC shall receive a stipend that is equal to the negotiated stipend for the LPDC as outlined by the Master Agreement between the parties for all committee work outside the regular day as approved by the high school principal.

3. This Memorandum of Understanding shall be in effect from July 1, 2012 to August 31, 2014. Prior to the expiration of this MOU the parties shall meet to evaluate the program and/or negotiate any changes necessary.
4. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Holgate Local School District Board of Education and the Holgate Teachers' Association have executed this Memorandum on the dates opposite their signatures.

**HOLGATE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: May 21, 2012

By: Kelly J. Meyers
Superintendent

By: Steven C. Thomas
Board President

HOLGATE TEACHERS' ASSOCIATION

Date: May 22, 2012

By: Kathleen Faust
President

By: Samela Schwebert
Vice President