

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered between the Four County Career Center Board of Education (hereinafter "Board") and the Four County Education Association (hereinafter "Association").

WHEREAS, certain issues have arisen concerning the creation and implementation of the Straight A Grant in correlation with Virtual Academies

WHEREAS, the parties may have a mutual interest in providing appropriate instructional services to the students of the Four County Career Center District;

NOW THEREFORE, the Board and the Association agree to settle and related/ similar matters referenced above as follows:

- 1.) No current positions shall be reduced, eliminated, or terminated as a result of the Straight A grant or use of NOVA or other like virtual academies. If positions are eliminated by a reduction in force, those duties/positions will remain part of the bargaining unit work and cannot be out-sourced/subcontracted.
- 2.) All Virtual Academy bargaining positions/duties eliminated through attrition shall be absorbed in the bargaining unit.
- 3.) Certified staff responsible for administering online classes within the NOVA Consortium shall function only as facilitators or proctors. Affected staff shall not be responsible for giving grades to students, planning lessons, or any other curriculum-based function.
- 4.) Data from credit recovery or any other class taken through any virtual academies shall not be permitted to count as a part of any OTES evaluation or student growth measurement for a certified staff members.
- 5.) Certified staff members shall have no liability for the success/failure of the students enrolled in virtual academies.
- 6.) Acceptance of any virtual academy assignment shall be mutually agreed upon by the board and the association.
- 7.) As outlined in the master contract the board agrees to post all positions pertaining to the virtual academy.
- 8.) A determination of which courses shall be offered through virtual academies shall be a mutual agreement between the Board and the Association's executive committee.
- 9.) Certified staff members who agree to accept a virtual academy assignment shall do so on a year-to-year basis.

10.) Certified staff members who agree to accept a virtual academy/online learning assignment shall not be assigned to work on-site with both virtual and traditional students within the same room and period of time (example: a Spanish instructor with both traditional Spanish students and virtually enrolled students in the same class).

11.) Four County Career Center Association certificated bargaining unit members shall be the sole recipients of virtual academy assignments if they are qualified.

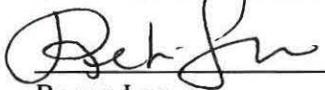
\*Brenda Watson will be grandfathered in as the only classified staff member permitted to do these job duties until the end of her employment with Four County Career Center.

12.) The parties agree that the virtual academies will be a subject of negotiations for the successor contracts.

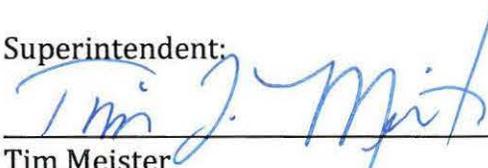
13.) Staff members who need training to obtain a virtual academy assignment will receive 100% Board paid training.

14.) The terms and conditions of this Memorandum of Understanding are reached without precedent or prejudice to either of the undersigned parties.

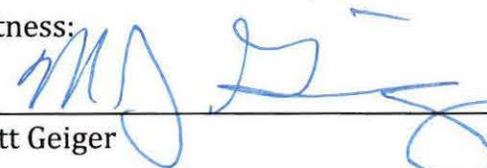
Association President:

  
\_\_\_\_\_ Date: 11/18/14  
Becca Lee

Superintendent:

  
\_\_\_\_\_ Date: 11/18/14  
Tim Meister

Witness:

  
\_\_\_\_\_ Date: 11/18/14  
Matt Geiger