

**Memorandum of Understanding Between The
Indian Creek Local School District Board of Education And The
Indian Creek Education Association**

WHEREAS the Indian Creek Local School District Board of Education (Hereinafter the "Board") and the Indian Creek Education Association (hereinafter the "Association") have agreed to the necessity to change the Master Agreement related to a Calamity Day 3-day extension plan as set forth in HB153 at the School District; and

WHEREAS the Association and the Board desire to resolve all issues related to a Calamity Day 3-day extension plan as set forth in HB153 without further expenditure of time and resources.

NOW, THEREFORE, the Association and the Board, agree to a Memorandum of Understanding modifying the Master Agreement as follows:

The Association and the Board to the following provisions as it is related to the submission/participation in the Calamity Day 3-day extension plan as set forth in HB153.

1. Not later than the first day of November of the school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by the classroom teacher that school year to dover the number of make-up days or hours specified in the plan.
2. During Whole Faculty Study Group meetings each building will develop specific lesson plan posting protocols that meet their specific needs.
3. Non-teaching certified/licensed bargaining unit members (i.e. guidance counselors, intervention specialists, school psychologists, tutors, etc.) will participate in and assist with the facilitation of the Whole Faculty Study Group meetings concerning Calamity Day lesson plan development. The participation/facilitation will meet the lesson plan requirement designated to classroom teachers.
4. The classroom teacher shall designate the order in which the lessons are to be posted on the District's web site in the event of a school closure.
5. Lesson plan content/development or the participation/facilitation of the Whole Faculty Study Groups related to the Calamity Day 3-day extension plan will not be used in a bargaining unit member's evaluation.
6. The building principal will notify in writing to the classroom teacher that she/he is in receipt of the lesson plans specified in this agreement. This written notification will serve as the classroom teacher's verification of the work completed.
7. The building principal will notify in writing to the non-teaching certified/licensed bargaining unit member that she/he in in receipt of Whole Faculty Study Group participation/facilitation minutes. These minutes will serve as non-teaching certified/licensed bargaining unit member's verification of the work completed.
8. To the extent possible and necessary, a classroom teacher shall update or replace, based on current instructional progress, one or more of the lesson plans developed for the Calamity Day 3-day extension plan.
9. As soon as practicable after a school closure, a District or school employee responsible for the District web site operations shall make the designated lessons available to students on the District's site. A lesson shall be posted for each course that was scheduled to meet on the day or hours of the closure.
10. Each student enrolled in a course for which a lesson is posted on the portal or site shall be granted a two-week period from the date of posting to complete the lesson. The student's classroom teacher shall grade the lesson in the same manner as other lessons. The student may receive an incomplete or failing grade if the lesson is not completed on time.
11. The District Board may provide the student access to a computer before, during, or after the regularly scheduled school day or may provide a substantially similar paper lesson in order to complete the lessons. Any classroom teacher who is assigned by the principal to supervise students due to this provision or has to supervise students due to this provision during his/her conference planning period will be compensated at the rate of \$13.00 per class period for the duration of this agreement. Any non-teaching certified/licensed bargaining unit member assigned to supervise students due to this provision is subject to the same compensation as classroom teachers.
12. In addition to posting classroom lessons online, the Board of Education/administration may if necessary distribute "blizzard bags," which are paper copies of the lessons posted online.
13. The Indian Creek Local School District is opting to use blizzard bags also as needed. Classroom teachers shall prepare paper copies in conjunction with the lessons to be posted online and update the paper copies whenever the teacher updates the online lesson plans.
14. The distribution of blizzard bag lessons will be required if the lesson plan is not posted online, prior to an anticipated school closure or within one calendar day of the school closing. The blizzard bags will be distributed within two school days after returning from a school closure as directed by the superintendent of the school District, the principal or a school administrator.

15. This Agreement will be in effect for the same period of time as the language in HB153 is in effect and with the conjunction with our current Master Agreement.
16. The Board and the Association agree that this Agreement applies only to the current Master Agreement and shall not have any other precedential nature or effect on any other matter between the Association and the Board.
17. The parties to this Agreement acknowledge that they have had a full and complete opportunity to read and examine the terms of this Agreement and to consult with an attorney of their choosing prior to executing this Agreement, that they have voluntarily executed this Agreement and fully understand the rights, duties, and responsibilities imposed upon them by this Agreement; and that there are no other terms, conditions, or agreements relating to the subject matter herein aside from the provisions contained in this Agreement.
18. This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.
19. This Agreement is a binding contractual commitment and as such the parties acknowledge and agree that this Agreement and the attachments contained may be grieved under Article III Grievance Procedure of the Master Agreement between the Association and the Board.
20. The Association represents to the Board that it has authorized its President to execute this Agreement on its behalf, and when so executed and approved by the Board, this Agreement is fully binding upon the parties.


By: President, Indian Creek Education Association

4-9-14
Date


By: Superintendent, Indian Creek Local School District

4-9-14
Date

This Memorandum of Understanding was adopted by the Board of Education on the

17th day of February, 2014, by Resolution Number 30-02-14(G.)