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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE CLERMONT NORTHEASTERN EDUCATION ASSOCIATION

This Memorandum of Understanding is made and entered into by and between the **CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board"), and the **CLERMONT NORTHEASTERN EDUCATION ASSOCIATION** (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "CBA") which expires on August 31, 2015; and

WHEREAS, the Board desires that students have learning opportunities even when schools are closed for any the reasons specified in O.R.C. §3317.01 and in excess of the number of days authorized in O.R.C. §3313.48; and

WHEREAS, O.R.C. §3313.88 authorizes a board of education to file an annual plan with the Ohio Department of Education each year to provide online learning opportunities for students in lieu of attendance on such excess days;

WHEREAS, the Board and the Association desire to enter into this Memorandum of Understanding to [OPTIONAL: modify Article 27 of the CBA, and] to incorporate the Online Makeup Day Plan, attached hereto as Exhibit A, into the CBA in order to permit the makeup of missed days of instruction via online lessons and distribution of Blizzard Bags.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Association as follows:

1. The Association approves the Online Makeup Day Plan for the 2013/2014 and 2014/2015 school years.

2. [OPTIONAL – DISTRICTS MAY BUT ARE NOT REQUIRED TO PROVIDE ONE PROFESSIONAL DAY FOR DEVELOPMENT OF ONLINE LESSONS] Article 27 of the CBA shall be amended as follows:

   The teacher work year shall be one hundred eighty-three (183) days in length for the duration of this Contract. Of these one hundred eighty-three (183) days, one hundred seventy-eight (178) days shall be days when students are scheduled to attend school. The remaining days shall be for teacher in-service and/or parent conference days.

3. The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

4. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

5. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

6. This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **CLERMONT NORTHEASTERN EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

Martha D. Rauen 1-24-14
Association President Date

Ralph Shell 1-24-14
Superintendent Date

PLAN FOR ALTERNATIVE MAKE-UP OF MISSED DAYS OF INSTRUCTION

Pursuant to Ohio Revised Code §3313.88, the Clermont Northeastern Local School District Board of Education (hereafter the "Board") has approved the following plan to require students to access and complete classroom lessons posted on the district's website in order to recover up to three equivalent days of instruction in the event the district closes one or more schools for any of the reasons enumerated in O.R.C. §3317.01. The terms and conditions of the plan are as follows:

1) No later than January 28th, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher in that school year to equal or exceed the amount of instruction the student would otherwise receive over three regular days in the teacher's class.

2) The teacher must specify the order in which the lessons will be posted on the district's website.

3) Teachers will be responsible for updating or replacing lessons as necessary throughout the school year based on the instructional needs and progress of the students in each class.

4) The district or school employee(s) responsible for posting material on the district or school website will make the lessons available online to students as soon as is practicable after a school closure. A lesson shall be posted for each course that was scheduled to meet on the day or hours the school is closed.

5) Students enrolled in a particular course or class for which a lesson is posted online will have two weeks from the date of posting to complete and turn in the lesson. A student who does not complete the lesson within this timeframe will receive an incomplete or failing grade unless the student has a sufficient reason for late submission as determined by the classroom teacher.

6) The student's classroom teacher will be responsible for grading all online lessons.

7) Students who do not have access to a computer will be permitted to complete the posted lessons at school when the school reopens. The district will provide access to district computers before, during and/or after the school day for completion of assignments provided the equipment is available and accessible during those times, or alternatively may be provided a paper assignment that is substantially equivalent. Students who utilize this option will be required to complete and submit all lessons within two weeks after the school reopens. A student who does not complete the lesson within this timeframe will receive an incomplete or

failing grade unless the student has a sufficient reason for late submission as determined by the classroom teacher.

8) The Board of Education has opted to permit use and distribution of "blizzard bags", which are paper copies of each lesson posted online. Teachers are required to prepare paper copies of all online lessons, and also to update the paper copies whenever the teacher updates an online lesson. Blizzard bags will be distributed to students who request them no later than December 1st, or by such other date as determined by the Superintendent or his/her designee. Students must complete and submit all lessons no later than two weeks after a school closure to the teacher who assigned the lesson. A student who does not complete the lesson within this timeframe will receive an incomplete or failing grade unless the student has a sufficient reason for late submission as determined by the classroom teacher.

This plan, along with written consent from the Clermont Northeastern Education Association and a copy of the Board's resolution to approve the plan, shall be submitted to the Ohio Department of Education prior to implementation of the plan.