



# UPPER ARLINGTON SCHOOLS

SERVE, LEAD, SUCCEED

Thursday, September 24, 2020

District Central Office, 1950 N. Mallway Drive

9:00am – Special Meeting

- I. Meeting Called to Order/ Roll Call
- II. Approval of Agenda
- III. Pledge of Allegiance
- IV. Approval of Memorandum of Agreements and Memorandum of Understanding between the Upper Arlington Education Association and the Upper Arlington City School District Board of Education
- V. Construction projects update
- VI. Adjournment

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is entered on this \_\_\_\_th day of August, 2020, 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, 2018 through June 30, 2021 (hereinafter referred to as the “Agreement”);

**WHEREAS**, as a result of the COVID-19 pandemic, the Board will provide a 100% online instruction option to students through the UA Online Academy during the 2020-2021 school year;

**WHEREAS**, the Parties have reached agreement regarding the posting of the UA Online Academy positions (“Positions”) and the ability of a staff member to return to the assignment that individual held during the 2019 - 2020 school year provided that the position exists; and

**WHEREAS**, the Parties have discussed the need to reassign certain staff members for the 2020-2021 school year and the fact that this reassignment did not occur until after August 10, 2020; and

**WHEREAS**, the Board desires to provide these reassigned staff members additional compensation and additional time to complete professional development training as a result of the change in assignment;

**WHEREAS**, the Parties wish to memorialize their agreement.

**IT IS NOW THEREFORE AGREED** as follows:

1. The Board is not required to post the Positions and the Superintendent shall, in his sole discretion, assign staff members to the Positions for the 2020-2021 school year. No provision of the Agreement shall apply to the posting and filling of the Positions or the assignment of staff members to the Positions. To enable the Board to fill other vacancies created because of transfers to the UA Online Academy, the Board will not be required to post these positions prior to filling the positions.
2. At the start of the 2021-2022 school year, any staff member assigned to the Positions for the 2020-2021 school year shall be permitted to return to the position the staff member held for the 2019-2020 school year if the position still exists.



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**WHEREAS**, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the “Agreement”); and

**WHEREAS**, as a result of the COVID-19 pandemic, the District will provide additional professional development hours to staff members and will amend the employee work year calendar in order to provide the opportunity for members to obtain the professional development hours prior to the start of the students 2020-2021 school year; and

**WHEREAS**, the parties wish to memorialize their agreement related to the change in the work year calendar.

**IT IS NOW THEREFORE AGREED** as follows:

1. The professional development days that were scheduled to be held on October 19 for K-5 staff, November 3 for grades 6-12 staff, and an undetermined day in May (May election day) will not occur on those dates. Instead, fifteen (15) hours of District-provided professional development will be available for staff members to access, beginning on August 13 (“Professional Development”). Up to five (5) hours of collaboration time may be counted as part of the Professional Development. The five hours of collaboration time must be outside of the normally scheduled work days.
2. Staff members are required to complete the Professional Development on or before September 18, 2020.
3. October 19 or November 3 and the May election day will be nonwork days.
4. The Professional Development will be logged in the MyLearningPlan system.
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.





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**WHEREAS**, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the “Agreement”);

**WHEREAS**, as a result of the COVID-19 pandemic, the staff members identified in this MOA have informed the District that they are planning to resign their employment if they are not able to take an unpaid personal leave for the 2020-2021 school year;

**WHEREAS**, the staff members identified in this MOA are requesting unpaid personal leave outside the contractual deadline set forth in Article 10, Section 10.11; and

**WHEREAS**, the District wishes to accommodate the staff members identified in this MOA in accordance with the terms set forth below.

**IT IS NOW THEREFORE AGREED** as follows:

1. The following staff members will be granted an unpaid leave for personal reasons for the 2020-2021 school year:
  - Holly Fiala
  - Jason Hudson
  - Emily Meadows
  - Danielle Poling ( collectively “Staff Members”)
2. The unpaid leave for personal reasons shall be in accordance with Article 10, Section 10.11, and the following requirements:
  - a. The Staff Members are required to return from the unpaid personal leave at the start of the 2021-2022 school year (i.e., the leave will not be extended for a second year);
  - b. The Staff Members will remain on an unpaid personal leave for the duration of the 2020-2021 school year (i.e., they will not be permitted to return during the 2020-2021 school year);
  - c. The unpaid personal leave is contingent upon the District securing a satisfactory replacement and the District will make reasonable efforts to find a replacement.



September 24, 2020

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**WHEREAS**, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the “Agreement”);

**WHEREAS**, as a result of the District’s construction project, the Parties have negotiated a change to the student start and end time at Wickliffe Elementary for the 2020-2021 school year;

**WHEREAS**, the Parties wish to memorialize their agreement.

**IT IS NOW THEREFORE AGREED** as follows:

1. Notwithstanding Section 12.3(c) of the Agreement, for the 2020-2021 school year, the daily schedule at Wickliffe Elementary shall be as follows:

	<b>Teachers Start</b>	<b>Students Start</b>	<b>Students End</b>	<b>Teachers End</b>	<b>Professional Meeting Time</b>
Wickliffe Elementary	8:00 a.m.	9:00 a.m.	4:00 p.m.	4:00 p.m.	60 minutes

2. 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.
3. This MOA shall be in effect for the 2020-2021 school year only and shall prevail over any conflicting term of the Agreement.
4. 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