**MEMORANDUM OF UNDERSTANDING**

The parties to the Memorandum are the Zanesville City School District Board of Education (hereinafter the “Board”) and the Zanesville Education Association (hereinafter the “ZEA”).

The intent of this Memorandum is to address issues related to the make-up of calamity days as set forth in ORC 3313.48, 3317.01 and 3313.88.

By this Memorandum the parties acknowledge and adopt the following:

**Whereas,** there exists a mutual desire to establish a Plan for Alternative Make-up of Calamity Days; and

**Whereas,** the parties recognize the mutual benefit related to the modifications set forth herein;

**Therefore,** in consideration of the mutual promises contained herein and solely for purposes of resolution of all issues specifically related to the make-up of calamity days the parties agree to be bound as set forth below and in the following PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS:

1. This Memorandum does not alter, modify or change any other existing provision of the Collective Bargaining Agreement currently in effect between the parties.
2. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter.
3. This Memorandum shall be in full force and effect on the date signed by the parties’ representatives.
4. The parties agree that this Memorandum of Understanding and the following PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS is not precedential in nature and that no party will use this Agreement to demonstrate custom or practice of the parties.

**PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS**

Pursuant to Ohio Revised Code section 3313.88, the Board of Education of the Zanesville City School District hereby authorizes the following plan to allow students of the district to access and complete classroom lessons in order to complete up to three (3) days of instruction in excess of the number of days permitted under section 3313.48 because of the closing of schools for any of the reasons specified in section 3317.01.

1. This plan is submitted, pursuant to approval of the Board of Education.
2. This plan includes the written consent of the teachers’ employee representative as designated under division (B) of section 411.04. Such consent is granted by this Memorandum when signed by the parties, and it shall be placed in the official file of the Board of Education.
3. For the 2013-2014 school, year each classroom teacher shall develop and submit a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time approximately equal to ten minutes of work per grade level for elementary students, and ten minutes per subject for middle school, and fifteen minutes per subject for high school.
4. The teacher shall designate the order in which the lessons are to be posted on the district’s web site.
5. Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
6. As soon as practicable after an announced school closure in excess of the number of days permitted under section 3313.48, staff members designated by the appropriate administrator shall make the designated lessons available on the district’s web site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
7. Each student enrolled in a course for which a lesson is posted shall be granted a two week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade, in addition to receiving an unexcused absence, unless a reason sufficient to the teacher is provided.
8. Notwithstanding point number 7 above, students without Internet shall be provided a paper copy of the lesson posted online the first day of school reopening. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. If the student only partially completes the assignment for that day, then they shall receive an incomplete or failing grade, but be counted as an unexcused absence for that snow day the assignment was given. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times).

In witness thereof, we hereby affix our signatures on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014.

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**Board President Association President**