

**Timberlane Teachers' Association, AFT Local #4796, AFT-NH, AFL-CIO
and
The Timberlane Regional School District**

MEMORANDUM OF UNDERSTANDING

Whereas the Timberlane Teachers' Association (TTA) recognizes the benefits of a successfully implemented policy for school based activities that are directed to occur on days when regular school has been canceled (otherwise known as "Online Learning/ Blizzard Bag" days) and the Timberlane Regional School District would like to implement the use of "Online Learning/ Blizzard Bag" days;

And further, that the parties recognize that it would assist in ensuring successful implementation of this policy to fully clarify fully the intentions, policies and contingencies prior to implementation, especially with regard to avoiding any contractual issues with the TTA collective bargaining agreement;

Therefore, the parties, the Timberlane Teachers' Association, AFT Local #4796, AFT-NH, AFL-CIO and the Timberlane Regional School District, mutually agree to the following due to the experimental nature of the policy:

1. The School District will have the sole authority to designate which days, if any, are "Online Learning/Blizzard Bag" days.
2. The School Board and TTA agree that successful implementation of an "Online Learning/Blizzard Bag" day shall count as a student day and as a regular contract day for all members of the TTA bargaining unit, if the 80% participation criteria are met by both professional staff and students.
3. All professionals in the TTA bargaining unit will prepare as directed and engage in District directed activities to the extent that circumstances allow.
4. District and school directives, instructions and contingencies shall be disseminated in written form in advance of the first-time implementation. It is recommended that teachers, students and parents who will be required to use internet resources should have a uniform process at each school for accessing information and lessons.
5. In the event that an "Online Learning/Blizzard Bag" day is not counted as a student day and as a regular contract day per paragraph 2, the following shall occur:
 - a. If a professional in the TTA bargaining unit provides evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will be able to use one of the two flex days in the following school year, under Section 10.8.1 of the collective bargaining agreement, as a day off. The principal must be notified by the teacher of the date that this flex day will be taken off.
 - b. If a professional in the TTA bargaining unit does not provide evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will not be able to use a flex day in the following school year as a day off.

6. In the event that an “Online Learning/Blizzard Bag” day is counted as a student day and as a regular contract day per paragraph 2, the following shall occur:

a. If a professional in the TTA bargaining unit provides evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will not be charged a sick day or personal day for that contract day.

b. If a professional in the TTA bargaining unit does not provide evidence acceptable to the administration that he/she participated as outlined in the Staff Information Sheet, that professional will be charged a sick day (or a personal day if he/she prefers and Section 5.1 of the collective bargaining agreement permits) for that contract day.

7. The parties will confer in good-faith should any issues may arise in the implementation of this policy.

8. The parties agree to re-evaluate the effectiveness of the “Online Learning/Blizzard Bag” Days and this MOU at the end of the 2013-14 school year.

For the Timberlane Teachers’ Association, AFT Local #4796, AFT-NH, AFL-CIO

_____ Dated: _____
Lou Broad, President

For the Timberlane Regional School District

_____ Dated: _____
Robert Collins, Chairperson