

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is effective as of this 18th day of May 2020, by and between the Board of Education of the Wheelersburg Local School District (the "District") and the Wheelersburg Education Association (WEA); collectively, the "parties."

Whereas, the District and WEA are parties to a Negotiated Agreement with an expiration date of August 15, 2020 (the "Agreement");

Whereas, the District and WEA are committed to providing outstanding educational opportunities for the students in our district by implementing diverse and innovative learning strategies and recognizing that providing continuous creative instruction is of paramount importance;

Whereas, Article 29 of the Collective Bargaining Agreement provides guidance on teacher evaluations;

Whereas, Section 17(M) of Am. Sub. H.B. 197 of the Ohio General Assembly permits a board of education to elect not to conduct evaluations of teachers under Chapter 3319 of the Ohio Revised Code for the 2019-2020 school year based on a determination that it would be impossible or impracticable to do so;


Whereas, many evaluations were not completed prior to the Governor's and the Ohio Director of Health's Order on March 14, 2020, ordering the closure of K-12 schools in Ohio until at least May 1, 2020; and


Whereas, the parties recognize that the pandemic and subsequent closure of schools creates a special circumstance making it impossible or impracticable to complete evaluations;

Now Therefore, the District and WEA agree as follows:

1. The WEA fully supports the District's efforts to provide distance learning for students during the mandated school closure.
2. The District by resolution on April 27, 2020 declared it impossible or impracticable to conduct teacher evaluations under Chapter 3319 of the Ohio Revised Code during the 2019-2020 school year and the parties waive all evaluation requirements under Article 29 regarding teachers during the 2019-2020 school year, to the extent that such evaluations were not completed prior to March 14, 2020.
3. ~~As a result of foregoing evaluations for the 2019-2020 school year, any teacher on a limited contract with an improvement plan during the 2019-2020 school year will be issued another 1-year contract with an improvement plan for the 2020-2021 school year, and will complete the three (3) evaluations as outlined in Articles 11 and 12.~~
4. The District by resolution on April 27, 2020 adjusted all WEA teaching salaries in 2020-2021 to reflect a full year of service and salary step based on completion of the 2019-2020 school year.
5. This MOU and the corresponding unmodified provisions of the Agreement on the subject matter hereof represent the entire agreement by the parties, and any other claimed verbal or informal understandings are null and void and shall have no effect. In the event of any conflict between the terms of this MOU and the Agreement on the subject matter hereof, the MOU shall prevail. In the event of any conflict between the terms of this MOU and the Agreement on the subject matter hereof, the MOU shall prevail.

In Witness Hereof, each of the parties hereto has caused this MOU to be executed by its duly authorized officer on the date indicated below:


For the WEA
5/18/20
Date


For the District
5/18/20
Date

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is effective as of this 18th day of May 2020, by and between the Board of Education of the Wheelersburg Local School District (the "District") and the Wheelersburg Education Association (WEA).

Whereas, the District and WEA are parties to a Negotiated Agreement with an expiration date of August 15, 2020 (the "Agreement");

Whereas, there is a dedicated salary schedule for Supplemental Contracts;

Whereas, many duties associated with Supplemental Contracts were not able to be completed by due to the pandemic;

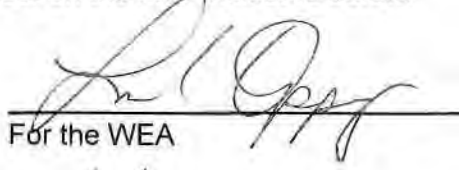
Whereas, the District recognizes that the pandemic creates a special circumstance;

Now Therefore, the District and WEA agree as follows:

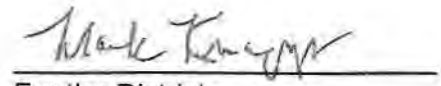
1. The District by resolution on April 27, 2020 authorized a one-time payment-in-full to any unpaid FY 2020 Supplemental Contract holders whose ability to complete their duties was impeded by the pandemic.
2. ~~This MOU does not set a precedent for future payment-in-full of Supplemental Contracts without documented and verified completion of duties.~~
Starting with the 2020-2021 school year, Supplemental Contracts will be conditional and paid on a prorated basis for the percentage of duties completed. For coaching contracts, pay will be based on any proration of season, game and/or match schedules by the Ohio High School Athletic Association. If there is a dispute about pay proration, the Superintendent or designee, in consultation with the Association President, shall make the final determination on the amount of pay owed. The Superintendent's decision will be final and not subject to the Grievance Procedure in the collective bargaining agreement. This language will be inserted into Article 8 of the collective bargaining agreement as section 8.120.
3. This MOU and the corresponding unmodified provisions of the Agreement on the subject matter hereof represent the entire agreement by the parties, and any other claimed verbal or informal understandings are null and void and shall have no effect. In the event of any conflict between the terms of this MOU and the Agreement on the subjected matter hereof, the MOU shall prevail. In the event of any conflict between the terms of this MOU and the Agreement on the subjected matter hereof, the MOU shall prevail.

In Witness Hereof, each of the parties hereto has caused this MOU to be executed by its duly authorized officer on the date indicated below:

For the WEA


5/18/20
Date

For the District


5/18/20
Date