

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered by and between the Waverly Classroom Teachers Association ("Association") and the Waverly City School District Board of Education ("Board"). The parties hereby agree as follows:

1. The parties agree for the 2014-15 school year only that unless the teacher is on a limited contract or extended limited contract that expires at the end of the 2014-15 school year, Section 20.02 of the collective bargaining agreement ("CBA") will not apply to teachers who received a rating of accomplished or skilled on the 2013-14 evaluation and whose student academic growth measure for the 2013-14 school year was average or higher, as determined by the Ohio Department of Education. For these teachers, the following will apply for the 2014-15 school year:
  - a. The teacher will complete a professional growth plan for the 2014-15 school year.
  - b. The teacher will report student growth data for the 2014-15 school year.
  - c. One observation will be completed of the teacher during the 2014-15 school year of at least (15) consecutive minutes but no more than thirty (30) consecutive minutes, and the observer shall complete an Informal/Walkthrough Observation form. A post-observation conference shall be held within ten (10) work days of the observation. The observation form shall be signed and dated by the observer and the teacher. The teacher shall be given a copy of the completed form. If the teacher disagrees with any portion of the form, the teacher may attached a rebuttal. All observation forms shall be available to the Board of Education, administrative and supervisory staff and teacher.
2. The Board may elect not to evaluate: (1) a teacher on leave from the school district for fifty (50) per cent or more of the 2014-15 school year, as calculated by the Board; or (2) a teacher who has submitted notice of retirement that has been accepted by the Board by December 1, 2014.
3. If the Board conducts a reduction in force under Article XXXI, teachers' most recently complete evaluations will be used to determine whether teachers have comparable evaluations under Section 31.01(C).
4. Paragraphs 1- 3 expire at the end of the 2014-15 school year and will not be used against the Association or the Board as past practice or precedent.
5. This agreement shall not constitute a precedent for any future negotiations.

WAVERLY CLASSROOM TEACHERS ASSOCIATION

Terry Wood  
Association President

9/3/2014  
Date

Courtney Seltzer

9/3/14

WAVERLY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Josh Holts  
Board President

9-10-14  
Date

Cheryl L. Francis  
Superintendent

9-10-14  
Date