

Memorandum of Understanding Certified Employee Evaluation

This Memorandum of Understanding is entered into by and between the Carey EVS Board of Education (Board) and the Carey Education Association (Association).

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from July 1, 2017 through June 30, 2020;

WHEREAS, the Ohio Legislature passed HB 197 on March 25, 2020 that modified the requirements under Ohio Rev. Code 3319 for the evaluation of teachers and other employees;

WHEREAS, the parties have agreed that it is impossible or impracticable to complete certain teacher evaluations for the 2019-2020 school year;

WHEREAS, the parties have entered into certain agreements with respect to the evaluation procedures for bargaining unit members that affects the parties CBA, and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, Am. Sub. H.B. 197 permits the Board to adopt or amend its plan pursuant to Ohio Revised Code section 3313.482 to require students to access and complete lessons remotely in order to make up hours for the 2019-2020 school year that the schools were closed in compliance with the Ohio Director of Health's order, local board of health order, or an extension of an order;

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. The Board will provide distance learning in response to the COVID-19 crisis from March 17, 2020 until the earlier of: (1) the expiration of the Ohio Director of Health's order, local board of health order, or an extension of an order expires; or (2) the end of the 2019-2020 school year. The Board and Association ratify and provide written consent to provide distance learning consistent O.R.C. 3313.482 and Am. Sub. H. B. 197 in order to meet the minimum hours of instruction required by law. The Administration will communicate expectations for distance learning and will continue ongoing discussions about distance learning with the Association. The CEA shall be deemed to have completed their contractual work year obligation (182 days) upon the last day of the 2019- 2020 contracted school year (May 29, 2020).
2. Any bargaining unit member who was missing an evaluation component required by the CBA or Ohio Rev. Code (e.g. observation/walkthrough/student growth measure) on March 16, 2020 shall be considered to have an incomplete evaluation for the 2019-2020 school year.
3. Any bargaining unit member with an incomplete evaluation during the 2019-2020 school year shall be reset for the 2020-2021 school year and remain in the same evaluation cycle as they were during the 2019-2020 school year, in compliance with the requirements of the CBA and Ohio Rev. Code. Student Growth Measures (SGM) for teachers evaluated under OTES 1.0 during the 2020-2021 school year shall be Student Learning Objectives (SLO) or mutually agreed upon student assessments.
4. Any bargaining unit member who had an incomplete evaluation shall retain their previous evaluation rating until they have completed a full evaluation cycle as defined by the

CBA and Ohio Rev. Code.

5. No bargaining unit member may be nonrenewed or placed on an improvement plan due to an incomplete evaluation for the 2019-2020 school year.
6. The Board and the Association agree to extend the implementation of OTES 2.0 until the 2021-2022 school year. The terms and conditions of employment and/or the modification or deletion of current CBA provisions impacted by the implementation of OTES 2.0 shall remain a subject of negotiation between the Board and the Association.

The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

This MOU shall automatically expire at such time as all bargaining unit members who had an incomplete evaluation under the terms of this agreement have received a summative evaluation rating pursuant to the provisions of the CBA and Ohio Rev. Code.

For the Association

For the Board of Education

BY:

Donald Jones

BY:

Timothy A. [Signature], Superintendent