

**Memorandum of Understanding
Galion Education Association**

This Memorandum of Understanding is entered into by and between the Galion City Schools Board of Education ("Board") and the Galion Education Association ("Association") this 19th day of May 2020.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement ("CBA") which is effective from August 15, 2019 through August 14, 2022; and

WHEREAS, the Board and the Association entered into an OTES Pilot Memorandum of Understanding (OTES Pilot MOU) which is effective July 1, 2019 through June 30, 2020; and

WHEREAS, the Ohio Legislature passed HB 197 on March 25, 2020, that modified the requirements under Ohio Rev. Code 3319 for the evaluation of school personnel including bargaining unit members of the Association; and

WHEREAS, HB 197 on the subject of teacher evaluations specifically provides that, "[n]otwithstanding anything in the Revised Code to the contrary, the board of education of any school district that, prior to the Director of Health's order under section 3701.13 of the Revised Code "In re: Order the Closure of All K-12 Schools in the State of Ohio" issued on March 14, 2020, had not completed an evaluation that was required under Chapter 3319. of the Revised Code for the 2019-2020 school year for an employee of the district...may elect not to conduct an evaluation of the employee for that school year, if the district board determines that it would be impossible or impracticable to do so....The district board may collaborate with any bargaining organization representing employees of the district in determining whether to complete evaluations for the 2019-2020 school year. Nothing in this section shall preclude a district board from using an evaluation completed prior to the Director of Health's order in employment decisions"; and

WHEREAS, the administration in collaboration with the Association, has determined that it is impossible and/or impracticable to complete formal evaluations of all bargaining unit members scheduled to be evaluated for the 2019-2020 school year; and

WHEREAS, the parties intend to amend their current CBA accordingly, 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 by way of this Memorandum of Understanding as it relates to OTES procedures for the 2019-2020 school year:

1. In accordance with modifications granted by ODE and the Superintendent of Public Instruction, the parties agree to extend the deadlines for completion of evaluation cycles for bargaining unit members evaluated under the OTES 2.0 Pilot as follows.

- a. Evaluators will complete evaluation procedures by May 22, 2020 and will provide a written result of the evaluation to the employee no later than May 29, 2020. The written report shall be considered delivered to the employee when it is sent to the employee's work email address.
2. Any bargaining unit member scheduled to be evaluated during the 2019-2020 school year, who is missing an evaluation cycle component required by the OTES Pilot MOU or Ohio Rev. Code (e.g. formal observation/informal observation aka walkthrough/High quality student data ("HQSD")/Professional Growth Plan) on March 16, 2020, shall be considered to have an incomplete evaluation cycle for the 2019-2020 school year except that:
 - a. Any bargaining unit member that is only lacking a final summative conference shall have it via telephone conference or zoom video conference no later than May 22, 2020, and the bargaining unit member's evaluation cycle shall be deemed complete.
 - b. Any bargaining unit member lacking a first and/or second formal observation, including walkthroughs, pre/post conferences, may, at the employee's option, complete the formal observation(s) remotely through an online platform. Teachers and administration will meet to declare their election of whether to take an incomplete or to finish the evaluation process by May 8, 2020 so that final evaluation can be complete by May 22, 2020.
 - c. If observations, walkthroughs, pre/post conferences and final summative conferences occur, the date/time/content will be chosen by mutual agreement of the evaluator and the teacher. Collaboration, cooperation, and flexibility are expected of both parties. Evaluators and Professional Staff Members may use online platforms such as Google Meet, Google Classroom, and Zoom, as well as evidence provided by phone calls, emails, and Screencastify to remotely complete the observation/walkthrough/conference.
 - d. Observations, walkthroughs, pre/post conferences, or final summative conferences shall not be recorded by the evaluator.
 - e. Bargaining unit members shall have the option to have another bargaining unit member as a witness during the online formal observation. No online formal observation shall be allowed past May 22, 2020.
 - f. HQSD has been previously determined for the 2019-2020 school year between the evaluator and the teacher. To the extent that the HQSD can be utilized, it will be considered. If there is insufficient HQSD due to the school closing on March 16, 2020 there will be flexibility between the evaluator and the teacher in developing HQSD appropriate to allow the process to be completed.
 - i. If on March 16, 2020 the HQSD represents that the majority of students were making progress and there is evidence that the teacher was utilizing data to drive their instruction, the teacher will receive the minimum rating of skilled on the HQSD portion of the rubric.
 - g. All Professional Growth Plans for the 2019-2020 contract year will be discussed in the teacher's final summative evaluation conference with the teacher's evaluator. Failure to complete a Professional Growth Plan for the 2019-2020 contract year will not adversely effect a teacher's status for the 2020-2021 contract year. Rather, each teacher on a

Professional Growth Plan for the 2019-2020 contract year will develop a new Professional Growth Plan for the 2020-2021 contract year.

3. The 2019-2020 final summative evaluation cycle rating for a bargaining unit member with an incomplete evaluation cycle will be recorded with ODE under the “COVID-19” option listed under “Exception” category available within OhioES.
4. Any bargaining unit member who had an incomplete evaluation cycle for the 2019-2020 school year shall retain their previous final summative evaluation cycle rating that existed at the beginning of the 2019-2020 school year, until they have completed a full evaluation cycle for the 2020-2021 school year, as defined by the CBA and Ohio Rev. Code 3319.111.
5. Any bargaining unit member with an incomplete evaluation cycle during the 2019-2020 school year shall be subject to a complete evaluation cycle during the 2020-2021 school year, on the same terms and conditions that applied at the start of the 2019-2020 school year, and in compliance with the requirements of the CBA and Ohio Rev. Code 3319.111.
6. No bargaining unit member may be non-renewed, placed on an improvement plan, or otherwise deprived of any employment contract at the end of the 2019-2020 school year, due to an incomplete evaluation cycle for the 2019-2020 school year.
7. Any bargaining unit member whose evaluation cycle contained all the components required by the OTES Pilot MOU and Ohio Rev. Code 3319.111, on March 16, 2020, will be considered a complete evaluation cycle for the 2019-2020 contract year. Pursuant to paragraph 2 above, any bargaining unit member who has completed all components as of May 22, 2020, and has received the written result of the evaluation no later than May 29, 2020, shall be deemed to have a complete evaluation cycle for the 2019-2020 contract year. The Board retains its right to make employment decisions of bargaining unit members whose evaluation cycle for 2019-2020 has been completed using the final summative rating, pursuant to the terms of the CBA and Ohio Rev. Code 3319.111 and shall do so no later than June 1, 2020 unless such date is extended for the 2019-2020 contract year by the Ohio legislature or Ohio Department of Education.
8. The Board and Association agree to implement OTES 2.0 for the 2020-2021 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 Association.
9. This MOU shall automatically expire at such time as all bargaining unit members, who had an incomplete evaluation cycle under the terms of this agreement, have received a final summative evaluation cycle rating pursuant to the provisions of the CBA and ORC 3319.111.

This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. 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.

The Association and the Board acknowledge that this Memo of Understanding is binding upon the Parties. The Parties acknowledge and agree that this Agreement may be enforced, in the event of a breach, through the established, negotiated Grievance Procedure.

IN WITNESS WHEREOF, the Parties, by themselves or through their authorized representatives acting as such, and intending to be legally bound, hereby set their hands as of the date written below.

For the Association

For the Board of Education

BY: _____

BY: _____