

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Buckeye Local School District Board of Education (“Board” or “District”) and the Buckeye Education Association (“Association”) (collectively, the “Parties”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement that remains in effect until June 30, 2020 (“Contract”); and

WHEREAS, on March 14, 2020 the Director of the Ohio Department of Health’s Order, “In Re: Order the Closure of All K-12 Schools in the State of Ohio” issued under section 3701.13 of the Revised Code, directed all school buildings that provide any kindergarten through grade twelve instruction to be closed to students beginning at 12:01 a.m. on March 17, 2020 and ending at 11:59 p.m. on April 3, 2020 to prevent the spread of COVID-19 into the State of Ohio; and

WHEREAS, on March 27, 2020 the Governor of the State of Ohio signed Emergency House Bill 197 to provide relief to Ohioans during the COVID-19 pandemic, which among other things, permits a local board of education to elect not to evaluate an employee for the 2019-2020 school year if it determines it to be impossible or impracticable to do so due to the Director of Health’s March 14, 2020 Order; or any local board of health order; or an extension of any order, which includes the March 30, 2020 extension issued by the Director of Health directing all such school buildings to be closed to students through 11:59 p.m. on May 1, 2020, and the subsequent extension through the end of the 2019-2020 school year; and

WHEREAS, the District and the Association recognize that there is a need for mutual cooperation and collaboration between the parties in order to address the impact of COVID-19 related to employee evaluations, and hereby agree to modify the terms of the current Contract.

NOW THEREFORE, the Parties hereby agree as follows:

1. If a bargaining unit member’s evaluation was completed, as defined in this Paragraph 1, on or before March 14, 2020, the Board may use such evaluation for any and all purposes permitted by law. For on-cycle evaluations, a completed evaluation consists of a professional growth or improvement plan, two formal observations, at least two informal observations/walkthroughs, and SGMs per paragraph 3 below. For bargaining unit members on a less frequent evaluation cycle (“off cycle” year for skilled or accomplished bargaining unit members), a completed evaluation consists of a professional growth or improvement plan, one observation, SGMs per paragraph 3 below, and one conference.
2. Bargaining unit member evaluations that were not completed by the Board on or before March 14, 2020 due to schools being closed to students pursuant to the above-referenced orders issued by the Director of the Ohio Department, the Board hereby determines it impossible or impracticable to conduct an evaluation of such bargaining unit member during the 2019-2020 school year, and will not do so.

If a bargaining unit member does not have a completed evaluation for the 2019-2020 school year, the bargaining unit member’s 2019-2020 evaluation status will roll over to their 2020-2021 evaluation status. For example, if 2019-2020 was an “off cycle” year for a bargaining unit member rated skilled, then the bargaining unit member remains “off cycle” during the 2020-2021 school year. And if a bargaining unit member was being evaluated during the 2019-2020 school year, then the member will be evaluated during the 2020-2021 school year. Nothing herein shall prevent the board from considering a bargaining unit member for non-

- renewal, except that the Board shall not consider for non-renewal any bargaining unit member during the 2019-2020 school year where that bargaining unit member's evaluation was not complete due to COVID-19
3. For the 2019-2020 school year, bargaining unit members whose evaluations were completed in accordance with the above-referenced paragraph 1, shall measure student growth as follows:
 - a. Category A1: Bargaining unit members instructing in value-added subjects exclusively shall continue to use value-added data.
 - b. Category A2: Bargaining unit members instructing in value-added courses, but not exclusively, shall use their value-added data to measure student growth and SLOs completed on or before March 14, 2020. If SLOs were not completed on or before March 14, 2020, Paragraph 2 shall apply.
 - c. Category B1/B2: Bargaining unit members instructing in areas with Ohio Department of Education approved vendor assessments and student learning objectives (SLOs) shall measure student growth using such assessments and SLOS completed on or before March 14, 2020. If SGMs were not completed on or before March 14, 2020, Paragraph 2 shall apply.
 - d. Category C: Bargaining unit members instructing in areas using only SLOs, student growth shall be SLOs completed on or before March 14, 2020. If SLOs were not completed on or before March 14, 2020, Paragraph 2 shall apply.
 4. The District will have until May 22 (typically May 1) to finish evaluations and must provide a written report of the results of the evaluation to the bargaining unit member on or before May 29, 2020 (typically May 10th). The final report shall be provided electronically, and the bargaining unit member shall participate in a final conference electronically. The teacher will sign or otherwise "pin off" on the final summative evaluation in eTPES on or before June 1, 2020. A teacher's failure or refusal to sign or otherwise "pin off" the final summative evaluation shall not invalidate the evaluation.
 5. Bargaining unit members on an improvement plan set to expire at the end of the 2019-2020 school year shall remain on such plan through the 2020-2021 school year to provide the member with adequate opportunity to make progress on the plan, unless the evaluator determines such progress has been made.
 6. For the 2019-2020 school year, bargaining unit members applying for continuing contract status shall have a completed evaluation in accordance with paragraph 1 of this Agreement to be eligible. Bargaining unit members who applied for continuing contract and do not have a completed evaluation shall remain on a one-year limited contract for the 2020-2021 school year.
 7. The District will not use value-added data from the 2019-2020 school year in its performance evaluations for the 2020-2021 school year. The District and the OTES Committee hereby agree to meet and confer no later than September 15, 2020 regarding a measure for student growth that would otherwise be measured by value-added data from the 2019-2020 school year.

- 8. Pursuant to HB 197 and guidance issued by the Ohio Department of Education on March 30, 2020, the District will adopt an updated teacher evaluation policy to conform to the Ohio Teacher Evaluation System (OTES) 2.0 Framework on or before September 1, 2020. Prior to adoption, the District and the OTES Committee will meet to discuss and bargain OTES 2.0. The agreement shall be memorialized through an MOU that both parties will vote to accept. Based upon the District’s readiness and preparedness the Parties hereby agree to implement OTES 2.0 during the 2020-2021 school year in accordance with HB 197 and the guidance issued by the Ohio Department of Education on March 30, 2020. The OTES Committee agrees to meet no later than June 30, 2020 to address OTES 2.0 in preparation for implementation-
- 9. The parties agree that this Agreement is temporary in nature and will remain in full force and effect for the 2019-2020 school year only.
- 10. This Agreement will thereafter expire and shall not be included in any successor agreement.
- 11. The parties further agree that this Agreement is not precedent setting in any way.

IN WITNESS WHEREOF the parties do hereby agree to this Memorandum of Understanding.

BUCKEYE EDUCATION ASSOCIATION

**BUCKEYE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____ Date _____
Association President

By: _____ Date _____
_____, Superintendent

By: _____ Date _____
_____, Board President