

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this the 19th day of October, 2022 by and between the **ADAMS COUNTY/OHIO VALLEY SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **OHIO VALLEY EDUCATION ASSOCIATION** (hereafter the "Association"),

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are July 1, 2022 through June 30, 2025; and

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy and a standards based guidance counselor evaluation policy which conforms to the frameworks as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") and Ohio Guidance Counselor Evaluation System ("OGCES") and the use of those evaluations in making employment decisions;

NOW THEREFORE, it is hereby **AGREED** as follows:

1. Member shall be notified by September 15th of whom will be evaluating the member.
2. The deadlines for observations are as follows:

First observation – December 1
Second observation – April 1
Third observation, if necessary – May 1
3. No observations shall occur on the day immediately prior to or after Winter Break, Thanksgiving or Spring Break so long as the break is at least four (4) days in duration. The member may agree to waive this restriction. Observations shall not occur prior to September 15th.
4. Post observation conferences shall be held within ten (10) work days of the observation. Observation forms shall be completed within seven (7) days of the observation and entered into ETPES.

5. The board may evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every three school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Notwithstanding the above, after the first year of exemption, the continuation of the exemption is subject to Superintendent approval if issues are noted in the exempt year.
6. The board may evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section once every two years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
7. In any year that a teacher is not formally evaluated pursuant to division (C) of this section as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher under division (D) of this section shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.
8. Nothing in this MOU shall prohibit the administration from placing a member on an improvement plan even if the member is in an exempt year.
9. For the observations for accomplished and skilled members who have been exempted from the formal evaluation form, the current walkthrough form shall be used. Observations in exempt years shall be at least thirty (30) minutes in duration. The conference for exempt years shall be held after the observation.
10. Any claimed violations of this MOU or the Board adopted evaluation policy shall be subject to the grievance procedure contained in the collective bargaining agreement. It is specifically intended that this MOU supersede the evaluation requirements of Ohio Revised Code section 3319.11.

11. This Memorandum of Understanding shall expire on June 30, 2025.

**ADAMS COUNTY/OHIO VALLEY
SCHOOL DISTRICT BOARD OF
EDUCATION**



Board President

**OHIO VALLEY EDUCATION
ASSOCIATION**



Association President



Board Treasurer