

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 17th day of February, 2014, by and between the Indian Creek Local School District Board of Education (hereinafter referred to as "the Board") and the Indian Creek Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to a Negotiated Agreement (hereinafter referred to as "the Agreement") that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Indian Creek Local School District; and

WHEREAS, the Agreement contains a procedure for the evaluation of teachers that is based on the Ohio Teacher Evaluation System (hereinafter referred to as "OTES"); and

WHEREAS, due to the fact that negotiations for a successor agreement were not concluded until after the beginning of the 2013-2014 school year, the Board and the Association, through their designated representatives, have agreed to implement the new OTES based teacher evaluation system on a limited basis for the remainder of that school year;

NOW, THEREFORE, the Board and the Association agree, that for the remainder of the 2013-2014 school year, the following changes to the new OTES based teacher evaluation system set forth in Article VIII of the Agreement will be in effect:

Section 1: No teacher rating will be entered into the Electronic Teacher and Principal Evaluation System (hereinafter referred to as "eTPES") for teachers.

Section 2: Administrators will conduct between one (1) and three (3) walkthroughs for each teacher.

Section 3: The Administration will conduct one (1) observation of at least thirty (30) minutes and the corresponding pre-observation and post-observation conferences with each teacher.

Section 4: At the post observation conference, the teacher will be given the final rating designation that he/she would have earned had the OTES-based evaluation procedure been in full implementation.

Section 5: At the conclusion of the post-observation conference, the teacher will keep all forms. Nothing will be placed in the personnel file of any teacher.

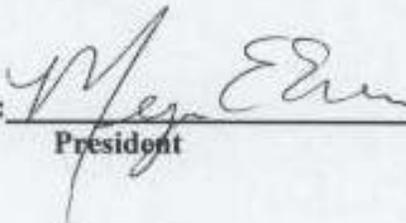
Section 6: In cases where a teacher is being considered for contract renewal at the conclusion of the 2013-2014 school year, the contract language contained in the Agreement in effect from September 1, 2010, through August 31, 2013, (Article VIII – Evaluation of Classroom Teaching Performance) will remain in effect.

Section 7: If there is a change in state law that impacts this Agreement, the parties will meet to discuss the effects of those changes and make any necessary adjustments to the language.

Section 8: Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter, shall only be amended by a signed writing, shall not be used to establish any precedent or past practice, and shall automatically expire at the end of the 2013-2014 school year.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

FOR THE INDIAN CREEK EDUCATION ASSOCIATION:

By: 
President

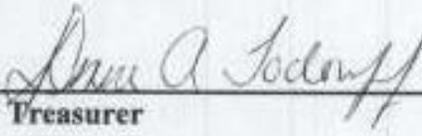
By: _____

By: _____

FOR THE INDIAN CREEK LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By: 
President

By: 
Superintendent

By: 
Treasurer