

**MEMORANDUM OF UNDERSTANDING BETWEEN THE RIPLEY UNION LEWIS
HUNTINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE
RIPLEY UNION LEWIS HUNTINGTON EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered into by and between the Ripley Union Lewis Huntington Education Association (hereafter referred to as "Association") and the Ripley Union Lewis Huntington Local School District Board of Education (hereafter referred to as "Board of Education") and shall become effective upon execution by all parties.

WHEREAS, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2014 through June 30, 2017; and

WHEREAS, the Agreement contains provisions regarding the evaluation of teachers and the reduction in force of teachers;

WHEREAS, the parties wish to supplement the Agreement.

NOW, THEREFORE, the parties agree to the following provisions

1. Comparability shall be determined based upon the teacher performance rating only and shall be based on a three year average of the evaluation ratings, if available. The numerical values for the evaluation ratings shall be as follows:
 - a. Accomplished – 4
 - b. Skilled – 3
 - c. Developing – 2
 - d. Ineffective - 1
2. The District shall hold an OTES overview meeting at the beginning of the year for teachers being evaluated no later than September 30th.
3. The timelines and frequency for observations and evaluations for OTES evaluated teachers and non-OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112, and this section. The first observation shall occur no later than January 15th, the second observation shall be completed no later than April 1st and the third observation no later than May 1st. A pre-observation conference shall be held at least one (1) work day before each formal observation. A post observation conference will be held within ten (10) work days after each formal observation unless mutually waived by the administrator and teacher.

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4. The Board prefers that the evaluators of OTES teachers shall be licensed administrators employed by the Board of Education who have been credentialed through the Ohio Department of Education. However, the Board reserves the right to secure credentialed evaluators who are not regular employees of the Board should the need arise. Notwithstanding this, a building administrator shall evaluate any teacher whose limited contract is expiring, who may be subject to job action as a result of the evaluation rating, or who received an ineffective rating in the previous two (2) years.
5. Walk throughs will be utilized for OTES teachers. The walk throughs shall be documented through the district designed walk through tool. There will be a minimum of two (2) but no more than ten (10) documented walk throughs for OTES teachers. The administrator will provide the member with feedback documented through ETPES no later than seven (7) work days after the walk through. Within seven (7) work days of the sending of the feedback, the teacher may request a meeting with the administrator to discuss the walk through. Nothing herein should be construed to prohibit administration from informally observing teachers.
6. The Student Growth Measures, and the percentages for use of each Student Growth Measure, shall be determined by the Ripley District Leadership Transformation Team.
7. The Student Growth Measures will not be the sole basis used for purposes of making retention, promotion or removal decisions regarding bargaining unit members.
8. The OTES committee shall convene to discuss the possibility of piloting a peer review evaluation process for the 2014-2015 school year. Any observations developed through the pilot process shall not be used in determining the final evaluation rating. Upon the completion of the pilot process, if the OTES committee recommends implementation of the peer review evaluation procedure, this MOU shall be amended to the extent necessary.
9. When it is deemed that an employee's performance is unsatisfactory by virtue of receiving a rating of ineffective on more than half of the standards on the first observation, and could result in a non-renewal, that employee and the Association President shall be notified in confidence and in writing of the reasons for the decision at the first observation or earliest possible time prior to the second observation. The evaluator and the employee shall meet to develop remedial procedures to improve performance. This notice is intended to notify an employee of declining and/or sub-par performance and to give them an opportunity to improve before a non-renewal decision is to be made.

10. This Memorandum shall become effective upon signatures by the Union President and the Board Representatives.

11. This MOU shall expire on June 30, 2017.

Ripley Union Lewis Huntington Local
Education Association

By: *Michelle Rahn*
Pam Main
President

Date: *8/19/14*

Ripley Union Lewis Huntington Local School District
Board of Education

By: *Glenda Huff*
Board President

Date: *9-3-14*

By: *Jeffrey A Bowley*
Board Treasurer

Date: *8/20/14*

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LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE RIPLEY UNION LEWIS
HUNTINGTON EDUCATION ASSOCIATION**

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WHEREAS, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2014 through June 30, 2017; and

WHEREAS, the Agreement contains provisions regarding the evaluation of teachers and the reduction in force of teachers;

WHEREAS, the parties wish to supplement the Agreement.

NOW, THEREFORE, the parties agree to the following provisions

1. In order to fairly evaluate School Counselors, the district shall utilize the Ohio School Counselors Evaluation System, or OSCES, and the standards of performance represented therein.
 - i. Comparability shall be determined based upon the counselor performance rating only and shall be based on a three year average of the evaluation ratings, if available. The numerical values for the evaluation ratings shall be as follows:
 - b. Accomplished – 4
 - c. Skilled – 3
 - d. Developing – 2
 - e. Ineffective - 1
2. The District shall hold an overview meeting with counselors employed by the district to review the OSCES (Ohio School Counselors Evaluation System) at the beginning of the year for counselors being evaluated no later than September 30th.
3. School counselors will be considered non-OTES evaluated teachers. The timelines and frequency for observations and evaluations for OTES evaluated teachers and non-OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112, and this section. The first observation shall occur no later than January 15th, the second observation shall be completed no later than April 1st and the third observation no later than May 1st. A pre-observation conference shall be held at least one (1) work day before each formal observation. A post observation conference will be held within ten (10) work days after each formal observation unless mutually waived by the administrator and teacher.
4. The Board prefers that the evaluators of school counselors shall be licensed administrators employed by the Board of Education who have been credentialed for OTES through the Ohio Department of Education. However, the Board reserves the right to secure credentialed evaluators who are not regular employees of the Board should the need arise. Notwithstanding this, a building administrator shall evaluate any teacher whose limited contract is expiring, who may be subject to job action as a result of the evaluation rating, or who received an ineffective rating in the previous two (2) years.

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5. Informal observations or "walk throughs" will be utilized for school counselors being evaluated through OSCES. The walk throughs shall be documented through the tool provided in the OSCES document. There will be a minimum of two (2) but no more than ten (10) documented walk throughs for OSCES teachers. The administrator will provide the member with feedback documented on the form provided in OSCES no later than seven (7) work days after the walk through. Within seven (7) work days of the sending of the feedback, the teacher may request a meeting with the administrator to discuss the walk through. Nothing herein should be construed to prohibit administration from informally observing teachers.
6. The Board and Association recognize that Student Growth Measures are not applicable to the OSCES evaluation or school counselor. Final rating will be determined through the performance measure provided in OSCES.
7. When it is deemed that an employee's performance is unsatisfactory by virtue of receiving a rating of ineffective on more than half of the standards on the first observation, and could result in a non-renewal, that employee and the Association President shall be notified in confidence and in writing of the reasons for the decision at the first observation or earliest possible time prior to the second observation. The evaluator and the employee shall meet to develop remedial procedures to improve performance. This notice is intended to notify an employee of declining and/or sub-par performance and to give them an opportunity to improve before a non-renewal decision is to be made.
8. This Memorandum shall become effective upon signatures by the Union President and the Board Representatives.
9. This MOU shall expire on June 30, 2017.

Ripley Union Lewis Huntington Local
Education Association

By: Michael Rau / Pam Hain
President

Date: 9 / 11 / 14

Ripley Union Lewis Huntington Local School District
Board of Education

By: Wanda Huff
Board President

Date: 9-17-14

By: Jeffrey A Rowley
Board Treasurer

Date: 9-17-14

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LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE RIPLEY UNION LEWIS
HUNTINGTON EDUCATION ASSOCIATION**

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WHEREAS, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2014 through June 30, 2017; and

WHEREAS, the Agreement contains provisions regarding the employment and assignment of work for teachers;

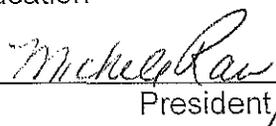
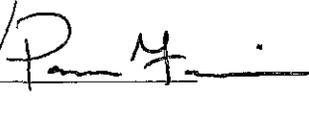
WHEREAS, the parties wish to supplement the Agreement.

NOW, THEREFORE, the parties agree to the following provisions

1. The position of Grant Coordinator or Grant Director, specifically the coordination and direction of the 21st Century Learning (C.O.R.E.) Grant and other grant work that occurs during the term of the contract, and work associated thereto and assigned under an administrative contract to a bargaining unit member shall not be considered bargaining unit work. Said work shall be performed under the terms of an administrative contract entered into between the employee and the Board of Education and shall not be governed by the terms of the collective bargaining agreement between the Association and Board of Education, but shall be governed under the terms of the contract, board policy, and Ohio Revised Code.
2. An employee who enters into the contract of Grant Coordinator or Grant Director as described in item one may complete other work that is considered bargaining unit work under separate contract to provide full-time work.
3. This Memorandum shall become effective upon signatures by the Union President and the Board Representatives.
4. This MOU shall expire on June 30, 2015.

Ripley Union Lewis Huntington Local
Education

Association

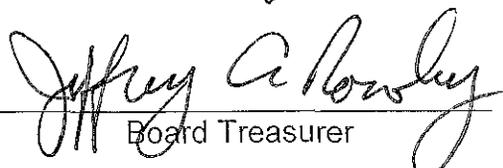
By:  / 
President

Date: 9-30-14 / 9-30-14

Ripley Union Lewis Huntington Local School District
Board of Education

By: 
Board President

Date: 10-2-14

By: 
Board Treasurer

Date: 9-30-14