

MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding is made this *28th* day of *October*, 2013 by and between the Hillsdale Local Board of Education (Board) and the Hillsdale Education Association (Association).

STATE EMPLOYMENT
RELATIONS BOARD

WHEREAS, the Board and Association entered into a Collective Bargaining Agreement effective until June 30, 2013; and

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WHEREAS, the parties have agreed to extend the current negotiated Agreement until June 30, 2014;

NOW, THEREFORE, the Board and Association agree to the following:

All terms and conditions of the current negotiated agreement will be extended with no change until June 30, 2014 except as follows.

- 1. The Hillsdale Education Association agrees to take a zero percent (0%) increase on the base salary for the 2013-2014 school year.
- 2. Article VII—Contracts, Section C & New Section D

C. Conditions of Evaluation/Observation—For bargaining unit members with less than 50% time spent in direct instruction of students.

.....Keep rest of Article VII Section C as it currently is. It is the intent of both parties to address this section of the contract during the 2014 negotiations between HEA and the Board of Education

D. Conditions of Evaluation/Observation—For bargaining unit members with 50% or more time spent in direct instruction of students.

- 1. Purpose
 - a. To improve teacher instruction and improve student achievement;
 - b. To base evaluation on the Ohio Standards for Educators;
 - c. To encourage collaboration between teacher and evaluator using a research-based, transparent, and fair model for teacher performance; and
 - d. To constitute a basis for contract status (i.e. renewal, non-renewal, or termination).

2. Procedures of Evaluation

Observation/evaluation shall be conducted in accordance with the provisions of this contract.

- a. Evaluator
 - 1) Evaluation of a member shall be conducted by the member's ODE OTES credentialed principal or superintendent that is under current employment by the Board and or its designee except as otherwise provided for in Section 2 (d) (3). In the event a member performs work under the supervision of more than one supervisor, one ODE OTES credentialed supervisor shall be designated by the

superintendent as the evaluating supervisor.

- 2) Members who meet above-expected levels of student growth must develop a Professional Growth Plan with their credentialed evaluator.
- 3) Members who meet expected levels of student must develop a Professional Growth Plan collaboratively with their credentialed evaluator.
- 4) Members who meet below-expected levels of student growth must develop an Improvement Plan with their credentialed evaluator.

b. Notification

Members shall be evaluated by his/her building principal unless otherwise notified in writing by October 1. Members who are assigned to more than one building will be evaluated by the principal within the building he/she spends the majority of the work day unless he/she is notified in writing by the Superintendent by October 1.

c. Formal Evaluation

The formal program of member evaluation will be accomplished through classroom formal observations, informal walk-through observations, pre-observation conferences, post-observation conferences and Student Growth Measures followed by a written evaluation.

- 1) The most current version of the forms will be used for evaluation purposes and can be found on the Ohio Department of Education website:
 - a) Self-Assessment Form
 - b) Professional Growth Plan Form
 - c) Assessment of Teacher Performance
 - d) Final Summative Rating Form
 - e) Improvement Plan Form
 - f) Classroom Walk-Through and Informal Observation Form
- 2) Should an electronic version of the aforementioned forms be available through a vendor application that is purchased by the District, this/these version(s) of the form may be used and transmitted to the member electronically in lieu of a completed hardcopy form. The electronic version of the form must be in a pdf format or another format that is able to be printed. Only printed and signed forms will be put in the member's personnel file.
- 3) Any new forms created by the ODE for the Ohio Teacher Evaluation System shall be introduced to the members and a one year pilot of the form shall be completed prior to full implementation of the form. If a form is added to OTES mid-school year, the form shall be piloted the remainder of that school year and may be implemented the following school year. This section does not refer to

changes/modifications made to current OTES forms.

d. Schedule of Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

- 1) All members shall be evaluated yearly unless they are rated Accomplished, in which case they may be evaluated every other school year.
- 2) Should the administrator not evaluate, the performance of the affected member shall be considered to be at least skilled.
- 3) Upon receipt of an evaluation rating of "ineffective", the member may request of the Superintendent that the succeeding evaluation shall be conducted by an ODE OTES credentialed evaluator as outlined in Section 2 (a)(1) of this article that is designated by the Superintendent after collaboration between the member and the Superintendent.

e. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Assessment of Teacher Performance.

No member shall be evaluated on his or her work performance without supporting documentation/evidence.

All monitoring or observation of the work performance of a member shall, where possible, be conducted openly and with full knowledge of the member.

f. Observations

1) Schedule of Observations

A minimum of one observation shall be conducted prior to the first Friday in December of a year when observation/evaluation is to occur. An observation shall last a minimum of thirty (30) minutes.

There shall be at least ten (10) school days between observations unless mutually agreed upon between the member and the evaluator. The final observation for the work year shall be made by May 1 of the school year.

2) Pre-Observation Conference

- a) Prior to the first observation, the member will complete and/or review the Self-Assessment Form.

b) A pre-observation conference is mandatory for announced classroom observations and should be held not more than five (5) working days before the originally scheduled classroom observation. Should an emergency situation arise where the evaluator or member is unavailable during the originally scheduled evaluation, a new pre-observation conference may be waived if mutually agreed upon. Walk through observations do not require pre-observation conferences.

3) Walk-through Observation

a) Walk-throughs must occur at least twice a year and be documented on the Walk-Through and Informal Observation Form.

b) If the administrator has observed a problem or concern in the documented walk-through, this must be documented in writing to the member on the Walk-Through and Informal Observation Form not more than five (5) working days after the walk-through.

4) Post-observation conference

a) Post-observation conferences must be held within ten (10) working days of the classroom observation unless, for good cause, an extension of the ten (10) day limit is mutually agreed upon between the member and the evaluator. Subsequent to, or during the Post Observation conference, the member and evaluator will review the Professional Growth Plan or the Improvement Plan.

b) The member shall receive a copy of the Assessment of Teacher Performance form at the post-observation conference.

c) Information in the evaluation must be based on the pre-observation conferences, post-observation conferences, and/or direct observation and documentation, of an evaluator.

d) Should a member earn a rating of "Ineffective" in any of the Standards for the Teaching Profession listed on the Assessment of Teacher Performance form, the member, in consultation with the evaluator, will develop an Improvement Plan on "Ineffective" areas only.

g. Improvement Plan

1) If a member receives a Summative rating of "Ineffective" on the Final Summative Rating Form, the evaluator shall collaborate with the member on developing an Improvement Plan for the member. The member will be informed that he/she has the right to have a HEA representative present.

2) A member on an Improvement Plan based on the Final Summative Rating shall remain on the Improvement Plan for one (1) full academic year.

- 3) Effective the 2015-2016 school year, a member who has earned a Final Summative Rating of "Ineffective" for two (2) consecutive years may be considered for non-renewal or termination for academic performance only. If no Professional Development has been offered to the member, an additional year shall be extended to allow for the possibility of improvement.
- 4) A member on an Improvement Plan may have all Professional Development paid at 100% by the Board upon approval of the Superintendent.

h. Finalization of Evaluation

- 1) Written Evaluation

A copy of the Final Summative Rating Form shall be given to the member and a conference shall be held between the member and the evaluator prior to May 10.

- 2) Completion of Evaluation Process

The performance evaluation of a member shall be based upon the observations of the member's performance and shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the Final Summative Rating Form. The Final Summative Rating Form shall be signed by the evaluator. The Final Summative Rating Form should then be signed by the member to indicate that the teacher and evaluator have discussed the Final Summative Rating, but the member's signature should not be construed as evidence the member agrees with the contents of the Final Summative Rating. The Final Summative Form shall be completed prior to May 10.

- 3) Objection to Evaluation

If the member deems the Final Summative Rating to be incomplete, inaccurate, or unjust, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both parties shall be retained by the member. The final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

- 4) Personnel Action Requirements

If there is the possibility of contract non-renewal or contract termination, a third formal observation shall be done prior to May 1 and the member Improvement Plan shall be consulted to see if any improvement has been made.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an

impending adverse personnel action.

i. Student Growth Measures (SGM)

- 1) Student Growth Measures for all members will be calculated using Shared Attribution of the District Overall Composite of the Value Added Measure, or the Value Added Composite on the New Ohio School Report Card, as the total score for each individual member on his/her teacher evaluation for the 2013-2014 school year only.
- 2) It is the intent of both parties that during the 2014 contract negotiations, a complete Student Growth Measures procedure will be bargained to be implemented at the onset of the 2014-2015 school year that will include the following:
 - a) A1 Teachers-
Teaching schedule reflects 100% Value Added subjects.
 - b) A2 Teachers-
The portion of the teacher evaluation that comes from Value Added Data will consist of the same percentage of the Value Added classes taught by the teacher, or the minimum percentage required by Ohio Law. Vendor assessments and/or Student Learning objectives (SLO) will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the Board and/or its designee and the Association.
 - c) B Teachers-
If vendor assessments that are ODE approved are used, a percentage of the total data from the vendor assessment (agreed upon by the Board and/or its designee and the Association) will be used toward the total Student Growth Measure combined with the remaining percentage to be attained through Student Learning Objectives (SLO) or district/building initiatives as determined collaboratively by the Board and/or its designee and the Association.

Any vendor assessments that are purchased by the District shall be determined collaboratively by the Board and/or its designee and the Association.
 - d) C Teachers-
Student Learning Objectives (SLO) will be reflective of teaching assignment or district/building initiatives as determined collaboratively by the Board and/or its designee and the Association.
 - e) All procedures of the use and approval of Student Learning Objectives shall be determined collaboratively by the Board and/or its designee and the Association through a Student Growth Measures Committee.

3. Article VII—Contracts, Section E

E. Reduction in Force (RIF)

1. When by reason of decreased enrollment of pupils, return to duty of regular members after a leave of absence, or by reason of suspension of schools or territorial changes affecting the district or financial reasons, a reasonable reduction of bargaining unit positions may be made. Such reduction shall be made by suspending a member(s) contract(s), by the Board, in accordance with the provisions of this section and ORC 3319.17.

a. Definitions

- (1) Reduction in Force: The elimination of a current bargaining unit position.
- (2) Position: One position is determined by the previous status of the member fulfilling contractual (either written or verbal) responsibilities on a full-time, part-time, per diem, or temporary basis, i.e., the responsibilities performed by a member who is employed to perform responsibilities for six (6) or more hours per day or is paid at a full-time rate shall be considered a full position, the responsibilities performed by a member who is employed to work three (3) hours per day and is paid a salary and/or per diem rate that is one-half of what is normally paid for a full-time assignment shall be considered one-half (1/2) position .
- (3) Decline in Student Enrollment: A decline in student enrollment (ADM) shall be determined first on a district-wide basis and then also within the area of certification which is to be reduced.
- (4) Reasonable reduction will be arrived at based on need as determined by the Board subject to review through the grievance procedure.
- (5) Suspension of contract that results from a return of a member(s) after a leave of absence shall not result in a reduction of positions.
- (6) Suspended contract shall mean employed but on an inactive status without pay.

2. The procedures for a reduction are as follows:

- a. Implementation of a RIF program shall be effective as of August 1.
- b. On or before February 1 preceding the date of implementation, the Association President shall be notified of the Board's intent to consider a RIF program.
- c. Within five (5) days after receiving the notification of the Board's intent to consider a RIF program, the Association may request a meeting with the Board to be held at an agreed upon date prior to March 8 to enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data.

d. Procedures for determining seniority list(s):

(1) A seniority list(s) shall be prepared of all members according to continuous service in a bargaining unit position in the district within each and every area(s) of certification. This list(s) shall be maintained and updated on annual basis prior to February 1. All approved "leave of absence" will be applied toward continuous service for seniority purposes. The list(s) shall include the following information:

- (a) Date of initial employment (continuous service in the district).
- (b) Date of application for employment.
- (c) Areas of certification (eligible for as of October 1).
- (d) Current teaching area(s).

The Association President shall receive two (2) copies of the seniority list(s) by January 15 of each year.

- e. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of member(s) who will be returning from approved leave of absence will be separately indicated as a part of the aforementioned formalized list. The number of members who will be returning, within an area of certification, will be indicated. This statement shall be prepared prior to March 10 during the calendar year in which implementation is to occur. The Association President shall receive two (2) copies of said list on or before March 10.
- f. The suspension of contracts that would result from the return of member(s) whose Board-approved leave of absence is expiring shall be initiated on a position-by-position basis. The contract suspension, if necessary, shall be determined by evaluations, except in the instance that evaluations are comparable, then the contract suspension shall affect the position held by the least senior, as defined by this section, in the area of certification in which the returning member was teaching prior to the leave, unless the returning member can be assigned to an open position for which the member is certified. When the latter occurs, no contract suspension will occur. Said suspensions, with regard to such returning member(s), shall not result in a reduction in force. Contracts that are suspended as a result of members returning from Board-approved leaves of absence shall be processed first and shall be in accordance with the procedures stated in part g. (3) below. All teachers on continuing contracts shall be considered more senior than those on limited contracts.
- g. Contracts that are to be suspended as the result of members returning from Board-approved leaves of absence or a reduction in force will be accomplished by applying the following steps: on or after March 15 of the year of implementation.

- (1) Any return from leave or reduction in force as indicated in parts e and f shall be covered to the extent possible through normal attrition (leave of absence, resignations, retirement, etc.).
 - (2) If suspension of contract(s) by the Board is/are necessary to accommodate the returning member(s) or position reduction, positions to be abolished, as established in 2. e., will be applied to the seniority list.
 - (3) The member(s) who presently hold those position(s), as determined in 2.e., are the member(s) whose contract(s) is/are to be suspended, unless it is possible, for the involved member(s), to bump a member(s), with less seniority in another area for which the involved member(s) is or can become properly certificated by August 1 of the year of implementation. The member seeking to bump shall within ten (10) school days provide to the Superintendent a written notice of intent to bump including the designation of the member to be bumped.
- h. System-wide seniority shall be the basis of any RIF program when evaluations are deemed comparable with preference to continuing contracts over limited contracts. If ties occur in seniority, regarding years of service, the member with the earliest date of Board action to employ will be considered most senior. If a tie(s) still remain, the tie(s) will be broken by the earlier date of application for employment. If a tie(s) still remain, the tie(s) will be broken by administrative decision.
 - i. A member(s) whose contract(s) is suspended by the Board as a result of a RIF program shall be given written notification by certified mail or personal delivery after the completion of the school day. This notification shall occur prior to May 15 of the year that the RIF program is to be implemented and shall indicate the date that the Board acted to suspend the member's contract.
 - j. Contract suspensions will be effective on August 1 of the year of implementation, but Board approval must occur on or before May 15.
3. Reemployment of a member(s) whose contract(s) was/were suspended by the RIF program shall be in accordance with the following procedures:
- a. Member(s) whose contract(s) is/are suspended shall be placed on a recall list stating years of continuous service to the district and subject(s) certified to teach.
 - b. A member on the recall list shall be offered a contract, for positions for which he/she is certificated, (or has become certificated as set forth on said recall list, as positions become available and in keeping with the evaluation or seniority provisions of the RIF policy -- inverse order -- last RIFed, first reemployed). Notification will be made by certified mail. It is the responsibility of the involved member(s) to advise the Board of the address where he/she can be reached.
 - c. A member who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If an individual does not accept a contract or fails to respond in the time stated, the individual will be reduced to least senior for that area of certification

- d. No members new to the district will be employed until all properly certificated member(s) on the recall list have been offered a contract for the position in accordance with the provisions of this policy.
 - e. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
4. Transfers of member(s) employed but not affected by the RIF program shall be limited to areas of certification not affected by said program. If a position(s) initially abolished is/are reinstated or a new position(s) is/are established, this position(s) will be offered first to member(s) who are properly certificated and whose name(s) appear on the recall list (as developed in Section 3.a.). Transfers may be made to or within an area affected by the RIF program after the position(s) have been offered to all properly certificated members on said recall list.
 5. Members not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute teachers as the need occurs.
 6. RIFed members shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not to exceed five (5) years. During the aforesaid five (5) year time period, members whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.
 7. Administrative and supervisory personnel are excluded from the provisions of this article.
 8. Comparable Evaluations

The definition of the term "comparable," as applied to member evaluations, included in this section shall only be applicable after a new evaluation system that complies with HB 153 has been negotiated and fully implemented, as defined above, for at least three (3) years.

- a) All members within the District shall be deemed to have comparable evaluations except as defined otherwise in this section.
- b) In the event a member is rated "Ineffective" for two (2) out of three (3) consecutive years in the "Proficiency on Standards" (Teacher Performance) section, such member shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force.
- c) An involuntary transfer or involuntary change of position (e.g. building, grade level, area of licensure/certification) shall require the consideration of an additional two (2) years of evaluation data before any determination that the member is non-comparable to the rest of the bargaining unit can be made.
- d) Any change in evaluators, other than the hiring or assignment of a new principal, for a given bargaining unit member shall require the consideration of an additional two (2) years of evaluation data before any determination that the member is non-

comparable with the rest of the bargaining unit can be made.

- e) Newly hired members with less than three (3) years of student growth data shall be deemed comparable with the rest of the bargaining unit until and unless the member fits the criteria in section 8(b) above.
- f) For the school years 2013-2014, 2014-2015 and 2015-2016, all members will be considered to have "comparable evaluations".

This Memorandum of understanding becomes effective upon ratification by the Hillsdale Education Association and acceptance by the Hillsdale Local Board of Education.

For the Hillsdale Local Board of Education

By Kenneth Schuck
Kenneth Schuck, Board President

Date 10/8/13

By Steven Dickerson
Steven Dickerson, Superintendent

Date 10-9-13

By Marjorie Travis
Marjorie Travis, Treasurer

Date 10/8/13

For the Hillsdale Education Association

By Todd Miller
Todd Miller, President

Date 14 Oct 2013

By Janae Johnson
Authorized Representative

Date 10/9/2013

By _____
Authorized Representative

Date _____