

12-MED-05-0549A
K29391
2456-01

AGREEMENT

This Agreement is made and entered into by and between the **LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board"), and the **LITTLE MIAMI TEACHERS ASSOCIATION** (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "Agreement") which expires on June 30, 2014; and

WHEREAS, the Agreement contains a reopener provision in Article 48, which permitted for the parties to reopen negotiations in 2013 for the 2013/2014 school year, limited to salary, health care, and evaluation; and

WHEREAS, the Board and the Association reopened negotiations, and desire to enter into this agreement to permanently amend the Agreement as indicated below and in the attached exhibits.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Association as follows:

1. The Agreement which expires on June 30, 2014, shall be permanently amended as follows:

a. **ARTICLE 19 – LENGTH OF SCHOOL YEAR**

A. The teacher's contractual school year shall consist of one hundred eighty-five (185) workdays. Of the 185 days, one hundred eighty (180) days shall be when pupils are counted in attendance according to the State Department of Education. The remaining five (5) days shall be scheduled as follows:

1. ~~One (1) day at the beginning of the school year will be used for orientation and/or in-service.~~ **TWO (2) DAYS DURING THE SCHOOL YEAR WILL BE USED FOR IN-SERVICE, STAFF DEVELOPMENT, OR PREPARATION.**

2. One (1) day at the beginning of the school year will be used for teacher classroom preparation. If needed, building staff meetings may be held for one (1) hour during the day.

3. One (1) day at the end of the first semester will be used for record keeping. If needed, staff meetings may be held for one (1) hour during the day.

4. ~~One half (1/2) day at the end of the second trimester will be used for record keeping and one half (1/2) day will be used for in-service. In the event that Little Miami reverts to a semester~~

~~system, this day may become a full day of in service, staff development or preparation.~~ **ONE (1) DAY AT THE END OF THE YEAR WILL BE USED FOR RECORD KEEPING AND STAFF CHECKOUT.**

b. ARTICLE 29 – RESIDENT EDUCATORS

The purpose of the resident educator program is to provide support to members possessing a resident educator license or a teacher with teaching experience entering his/her first year of service with the Board. A mentor shall be assigned to each new teacher in the District and resident educator at the start of the school year.

A teacher must express a willingness to serve in the capacity of a mentor for a full school year, be trained in accordance with ODE requirements, and assignments shall be voluntary with pairing completed by the lead mentor. The role of the mentor is defined in the job description established for the 2002-03 year including the fact that the program is designed strictly as support and shall not be a part of the evaluation system in any way.

Stipends for mentors shall be as follows;

- \$ ~~500-750~~ for mentors of **FIRST AND SECOND YEAR** resident educators
- \$ 500 for mentors of experienced teachers new to the District

c. The Current Agreement language concerning health care in Article 44 shall be maintained.

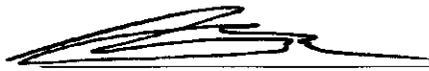
d. Article 46 shall be amended as follows:

There shall be a 1.5% base increase for the 2013/2014 school year. The amended salary schedule is attached hereto as Exhibit "A". Employees shall also receive a \$500.00 payment which shall be paid at first payroll in December, 2013.

2. The Board and the Association also reached agreement on adopting a teacher evaluation procedure. This agreement is evidenced in the executed memorandum of understanding attached hereto as Exhibit "B".
3. Except as delineated above, this agreement does not alter, modify or change any existing provision of the Agreement currently in effect between the parties or Board policy.

4. This agreement shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.
5. This agreement shall become a part of and affixed to the Agreement effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **LITTLE MIAMI TEACHERS ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.



Association President 9-17-13
Date



Board President 9/20/13
Date



Treasurer 9/20/13
Date

MEMORANDUM OF UNDERSTANDING

11 OCT 11 P 2:04

This Memorandum of Understanding is entered into by the **LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **LITTLE MIAMI TEACHERS' ASSOCIATION** ("Association") for the purpose of adopting the following teacher evaluation procedure in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November, 2011. The Association acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

This evaluation procedure will be used for individuals who spend greater than 50% of their time providing student instruction.

Purpose

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Association believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

Anti-discrimination Statement

In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Definitions

Teacher - Notwithstanding Ohio Revised Code 3319.09, this policy applies to District employees who meet one of the following categories:

1. A license issued under ORC Sections 3319.22, 2219.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing student instruction; or
2. A permanent certificate issued under ORC 3319.222 as it existed prior to September, 2003 who spends at least 50% of his/her time providing student instruction; or

3. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006 who spends at least 50% of his/her time providing student instruction.

Credentialed Evaluator - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation.
- c. The Board authorizes the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.
- d. Formal evaluations cannot be conducted by a member of the Association's bargaining unit.
- e. Formal evaluators shall be administrative employees of the Little Miami Local School District or Pam Coates, Pam Pritchard and Debbi Contner who are employees of the Warren County Educational Service Center exclusively assigned to the Little Miami Local school District.

Core Subject Area - means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

Student Growth - For the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

Student Learning Objectives (SLOs) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

Value-Added - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on state-issued standardized assessments.

Vendor Assessment – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally recognized standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating based on the OTES Framework. An effectiveness rating is based on the following two categories: (1) Teacher Performance; and (2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to measures of student growth.

Calculating Teacher Performance

Teacher performance is evaluated during formal observations and periodic classroom walkthroughs. Fifty percent (50%) of the effectiveness rating will be attributed to teacher performance through a holistic process based on the *Ohio Standards for the Teacher Profession*.

The OTES tools and forms provided by ODE and set forth in the eTPES will be utilized for the 2013-2014 school year. Any changes in the evaluation tools to calculate teacher performance will be developed in consultation between the Association and the Board.

Calculating Student Growth Measures

For purposes of this policy, “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: (1) Teacher-level Value-Added Data; (2) ODE-Approved Assessments; and/or (3) Locally-determined Measures; in accordance with state law and State Board of Education requirements.

Fifty Percent (50%) of a teacher’s evaluation must be comprised of a student growth measure. The extent to which Value-Added, ODE-Approved Assessments, and Locally-Determined measures are used to calculate the student growth component of a teacher’s evaluation will be in accordance with state law and regulation. Any changes

in the calculation method for student growth will be developed in consultation between the Association and the Superintendent/designee.

Evaluation Timeline

During the 2013-2014 school year, each teacher will receive two formal observations, except any teacher who is under consideration for non-renewal and with whom the Board has entered into a limited contract or an extended limited contract, those teachers shall receive at least three formal observations.

The first annual observation shall be announced and will be preceded by a pre-conference meeting between the teacher and evaluator. Subsequent observations may be unannounced. All unannounced observations shall be followed by a post-observation interview. Within ten (10) work days following the formal observation there shall be a post-conference to discuss the evaluation. The teacher shall receive a Teacher Performance Evaluation Rubric at the post-observation conference.

When a teacher is required to be observed three (3) times during the school year, the first evaluation cycle must be completed before December 1 and the second evaluation cycle must be completed before March 1.

When the teacher is required to be observed twice during a school year, the first evaluation cycle must be completed before Winter Break.

All form evaluation cycles and the assignment of an effectiveness rating must be completed by May 10.

A teacher receiving the highest effectiveness rating on their most recent evaluation conducted pursuant to this policy shall be evaluated once every two (2) years.

Professional Growth and Improvement Plans

All teachers will develop a professional growth plan for the 2013-2014 school year.

During the first four (4) weeks of the school year, each teacher will meet with their evaluator to discuss and approve the professional growth plan.

Based upon the Final Summative Rating, each teacher will develop a professional growth plan or professional improvement plan in accordance with the requirements as set forth in Ohio Revised Code (ORC).

Reduction in Force

Reduction in Force procedures outlined in Article 31 of the current collective bargaining agreement will be used for the 2013-2014 school year.

Nonrenewal

Nonrenewal procedures set forth in Article 32 of the current collective bargaining agreement will be used for the 2013-2014 school year.

Evaluation procedure for individuals who spend less than 50% of their time providing student instruction

The evaluation tool and procedure set forth in Article 34 of the current Collective Bargaining Agreement will be used for the 2013-2014 school year.

Student Growth Measures

Student Growth Measures data will not be utilized to make decisions regarding non-renewal, termination, and reduction in force until the 2017-2018 contract year. Student Growth Measure data may be considered in making determinations to grant continuing contract status.

Evaluation Committee

An evaluation committee shall be established with three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent. The Evaluation Committee shall meet at least quarterly.

IN WITNESS WHEREOF, the duly authorized representatives of the Little Miami Local School District Board of Education and the Little Miami Teachers' Association have executed this Memorandum on the dates opposite their signatures.

LITTLE MIAMI LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

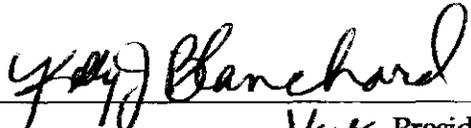
Date: 8/20/13

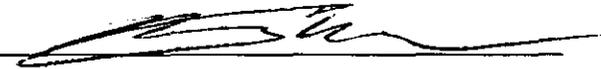
By: 
President

By: 
Treasurer

LITTLE MIAMI TEACHERS' ASSOCIATION

Date: 9-17-13

By: 
Vice President

By: 
~~Secretary~~
President