

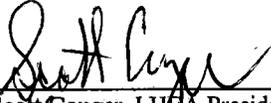
MEMORANDUM OF AGREEMENT

The Licking Heights Education Association and the Licking Heights Local School District Board of Education agree to amend the Teacher Evaluation section page 11 of the current Negotiated Agreement, Article VIII, paragraph(s) A and B only, as follows, effective for the 2014-15 school year:

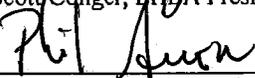
See Attached Documentation.

This Memorandum shall become effective when it has been signed by authorized representative(s) of the parties.

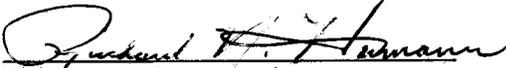
LICKING HEIGHTS
EDUCATION ASSOCIATION



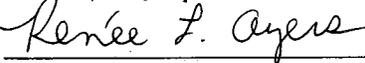
Scott Conger, LHEA President



Phil Auer, LHEA Vice-President



Rick Hamann, Representative



Renee Ayers, Representative

LICKING HEIGHTS
LOCAL SCHOOL DISTRICT



Phillip H. Wagner, Ph.D., Superintendent



Angel King, Representative



Kim Henderson, Representative

Teacher Evaluation

PURPOSES

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational best practices in order to provide the greatest opportunity for student learning and growth

Evaluation Procedure Defined:

The evaluation procedure in this document applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language - page 4). The evaluation of other personnel shall be developed by an evaluation committee, which contains representatives from positions affected, and shall be closely aligned to the evaluation system that is in place for impacted personnel (with the exception of student growth measures).

An ad hoc evaluation subcommittee composed of LHEA and Administrators to study and potentially develop the evaluation instrument of licensed staff not subjected to OTES (e.g., guidance counselors, school psychologists, etc.).

Evaluation Committee

A. A standing joint Evaluation Development Committee for the purpose of reviewing and making recommendations regarding the policy, procedure and process for the evaluation of certified teachers in the district.

B. The committee shall be composed of 6 bargaining unit members appointed by the LHEA President and up to 6 members appointed by the Superintendent or his/her designee. In addition the LHEA may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

Definition of Terms

Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: *Accomplished, Skilled, Developing, or Ineffective.*

Evidence: Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator.

OBSERVATIONS

A. SCHEDULE OF OBSERVATIONS

A minimum of two (2) formal announced observations shall be conducted to support each evaluation. The first observations will not occur until after the first thirty (30) student days of the school year or not before October 1st. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between the first two formal observations.

At least one observation shall be conducted each semester, unless the teacher was rated accomplished or skilled as provided herein. If after the first formal observation a teacher's performance is found to be deficient to the extent that adverse employment action may result, additional observations may be conducted.

The first observation will be in the first semester of the school year and the second/third one will be conducted in the second semester. The exception will be those who are rated as Accomplished and those observations will occur prior to the May 1 deadline for all observations.

Teachers will not be formally observed on a day before or after the following: the administration of state mandated standardized testing, a holiday or any break from scheduled school days (e.g., calamity days) and excluding weekends.

Except for the May 1 deadline for completion of the evaluation and the May 10 deadline for providing a copy of the written evaluation report to the teacher, the deadlines and timeframes of this document shall be modified due to the absence of the teacher or evaluator.

Schedule of Evaluation

A teacher receiving a rating of *accomplished* will be evaluated every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

Such teachers receiving a rating of *skilled* will be evaluated every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11. The superintendent/designee may waive the requirement of the third observation if no adverse employment action is contemplated.

B. OBSERVATION CONFERENCE

1. The announced observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
2. Every classroom observation for formal appraisal purposes shall be followed by a conference between the Member of the Bargaining Unit and evaluator as soon as possible, but not to exceed five (5) teaching days* except by mutual agreement.

*Note: Any scheduled or unscheduled shortened days (i.e., Early Release , Delayed Start or Snow Days) do not count towards the five days.

WALK-THROUGHS

- A. A walk-through is an informal observation in the classroom that has the following components:
 1. The walk-through shall be no more than 20 consecutive minutes in duration.
 2. Written or- electronic feedback will be given to the teacher within three (3) work days of the walk-through.
 3. A minimum of 2 walk-throughs shall be included in each evaluation.

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement;
7. Assessment; or
8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

FINALIZATION OF EVALUATION

A. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The board shall 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. The board shall evaluate each teacher who received a rating of *skilled* on the teacher's most recent evaluation conducted under this section once every two school years. Teachers rated either accomplished or skilled shall be observed (one 30 minute observation and one 20 minute walk-through) once per year prior to May 1.

B. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and the teacher and shall serve as acknowledgment that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

C. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. This will not change the evaluation entered into the eTPES, only the physical file personnel file.

PROFESSIONAL DEVELOPMENT

- A.** Professional growth and improvement plans shall be developed as follows:

Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator.

Teachers with below expected levels of student growth and/or whose teacher performance (observation) rating is Ineffective will have an improvement plan developed for them by their credentialed evaluator. The plan will be developed by the administration and will be objective, measurable, and attainable for time given to complete. A collaborative process is encouraged to engage teachers in the process of their professional growth. The administration will assign the credentialed evaluator for the evaluation and approve the improvement plan.

In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request another licensed/certificated employee of the district who is not a family member of either party to facilitate further discussion between the teacher and the evaluator.

- B.** Professional growth and improvement plans for a school year shall be developed no later than the last day of school or upon the availability of individual teacher value added scores.
- C.** Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.
- D.** The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.
- E.** The Board shall provide for the allocation of financial resources to support professional development.

COACHES FOR TEACHERS ON AN IMPROVEMENT PLAN

- A.** The District will provide and assign teachers under an improvement plan with a trained coach who is not the credentialed evaluator.
- B. Role of Coach**
1. The Coach must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 2. The Coach does not have a formal evaluation role. The Coach's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

C. Protections

Professional conversations between Coach and credentialed evaluator should be on going but stay between the teacher, coach, evaluator and the director of certificated personnel.

Consistent with Article VIII (B) 3 of the negotiated contract, teachers are eligible to participate in an expedited grievance challenge for teacher evaluations. Within this article the Arbitrator shall have the authority to determine the appropriate remedy.

1. It is the parties' intention that any claim that this Article has been violated will be subject to the grievance procedure in Article II and not to any action under ORC 3319.11(G)(7) (or ORC Chapter 2506). An arbitrator shall be limited in authority in any grievance under this Article to the determination of procedural errors in applying the provisions of this Article and to ordering the correction of procedural errors in applying the provisions of this Article shall have no jurisdiction to order the Board of Education to reemploy a staff member, except that an arbitrator may order the Board of Education to reemploy a staff member upon a timely grievance asserting a violation of the provisions of this Article if the arbitrator determines that the Licking Heights Local Schools have failed to comply with the requirements of the provisions of this Article, but an arbitrator shall have no authority to review evaluations beyond such procedural compliance and hence may not review the judgments or ratings made in evaluations.