

MEMORANDUM OF UNDERSTANDING

BETWEEN THE BETHEL-TATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE BETHEL-TATE TEACHERS ASSOCIATION

This Memorandum of Understanding is entered on this ____ day of January, 2014, by and between the Bethel-Tate Teachers Association (hereinafter the "Association") and the Bethel-Tate Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are April 1, 2013 through March 31, 2016 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Ohio Legislature has passed legislation that requires the Board and Association to implement a new evaluation procedure for the 2013 – 2014 school year; and

WHEREAS, the required framework for the new evaluation procedure for the 2013-2014 school year is different than the evaluation language contained in the agreement between the parties,

IT IS NOW THEREFORE AGREED as follows:

The Board and the Association agree that the District's evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.
2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.
3. A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a

summative evaluation in accordance with Ohio law based on both student growth measures and teacher performance ratings.

B. Application

The teacher evaluation procedure contained in this MOU applies to the following employees of the District:

1. Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
2. Teachers working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

C. Evaluators

1. An evaluator must be a credentialed contracted employee of the Bethel Tate Local School District.
2. The person who is responsible for assessing a teacher's performance shall be the Bethel Tate Local School District principal or assistant principal assigned to the building in which the teacher teaches.

D. Evaluation Instrument

The Evaluation Instrument shall be the Ohio Teacher Evaluation System (OTES) Framework. The OTES forms are by reference incorporated into this MOU.

The Board and the Association agree that the OTES Resources will be utilized by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model.

E. Orientation

1. Not later than September 30th of each year, each teacher shall be notified in writing of the name and position of the individual evaluating him/her for that school year. The evaluator shall be in compliance with C2 of this Agreement
2. The District shall hold an OTES overview meeting for teachers being evaluated no later than September 30th of each year.

F. Schedule for Evaluation

1. No teacher shall be evaluated more than once annually. All observations shall be announced. The principal and teacher may extend the timelines by mutual agreement to accommodate calamity days and days of absence.
2. Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 25th and prior to the first observation being conducted. The teacher shall complete the Professional Growth Plan form.
3. In the year when a teacher's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.
 - a. All formal observations shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.
 - b. All post-observation conferences shall be held between the evaluator and the teacher not later than five (5) work days after the observation.
 - c. The timeline for teachers being observed three (3) times shall be:
 - i. First (1st) post-observation conference held on or before November 30th
 - ii. Second (2nd) post-observation conference held on or before February 20th
 - iii. Third (3rd) post-observation conference held on or before May 1st
 - d. Before the evaluation cycle is final, and 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.
4. In any year when a teacher's contract does not expire, a minimum of two (2) formal observations shall be completed. A formal

observation shall last a minimum of thirty (30) minutes. All formal observations shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.

- a. All post-observation conferences shall be held between the evaluator and the teacher not later than five (5) work days after the observation.
- b. The timeline for teachers being observed two (2) times shall be:
 - i. First (1st) post-observation conference held on or before November 30
 - ii. Second (2nd) post-observation conference held on or before March 30
- c. Before the evaluation cycle is final, and 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.

G. Walkthroughs

1. A walkthrough is a formative written assessment that has the following components:
 - a. A building / individual member awareness of the focus for the walkthrough prior to each walkthrough.
 - b. A formal debriefing, via the administrator providing the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough.
 - c. A walkthrough shall not be for more than thirty (30) minutes.

H. Finalization of Evaluation

1. Written Report

Before the evaluation cycle is final, and 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.

2. Response to Evaluation

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.

I. OTES Committee and Its Role

The District OTES committee, comprised of an equal number of members appointed by the Association and administrators appointed by the Board, shall monitor Student Learning Objectives (SLO) and Student Growth Measures by grade levels and subject areas looking at the number of SLOs required of teachers, the use of shared attribution and reliance of the value added data. The committee is responsible for jointly recommending the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board. The committee should use a consensus process to come to resolution of concerns. The Association committee will make recommendations of needed changes to the Association negotiations team and the Board's members shall do the same to the Board's negotiations team. The parties shall negotiate changes to this Memorandum of Understanding.

Student data shall be excluded from any value added or student growth measures if the student has absences totaling 30 days of combined excused or unexcused absences.

J. Employment Decisions

The Board may consider final teacher evaluations for retention, promotion and to remove poorly performing teachers as outlined in ORC 3319.111 and in compliance with the collective bargaining agreement. However, for the first three school years student growth measures shall not be the basis for retention or lay-off decisions.

A teacher has the right to Association representation at any administrative meeting where employment decisions related to professional growth is discussed. A teacher may challenge procedural violations through the grievance procedure in the Contract.

