

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA  
AND THE  
WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding by and between the **WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA** (hereafter the "**Association**") and the **WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "**Board**").

**WHEREAS**, the Board of Education and the Association are parties to a Collective Bargaining Agreement (hereafter the "**Agreement**") extended by Amendment, the effective dates of which are August 1, 2013 through July 31, 2016.

**WHEREAS**, the Agreement contains language on the specific minutes for Professional Development;

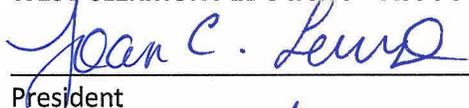
**WHEREAS**, the Board of Education and the Association wish to temporarily provide flexibility in Article 12.0103 of the Agreement;

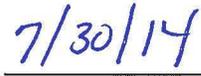
**NOW THEREFORE**, it is hereby **AGREED** that the Agreement is amended as follows to permit the required flexibility through the 2014-2015 school year:

**A total of two hundred (200) minutes will be set aside for professional development on September 26, November 4, January 16 and/or February 13. This time is to allow teachers to meet necessary Ohio Department of Education online training requirements.**

All other terms and conditions of the Agreement not addressed in this Memorandum of Understanding shall remain as current contract language.

**WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA**

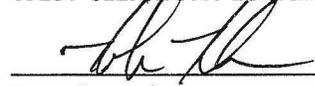
  
\_\_\_\_\_  
President

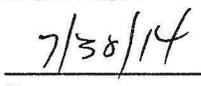
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Treasurer

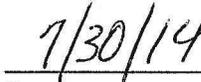
  
\_\_\_\_\_  
Date

**WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Date

## **Memorandum of Understanding Teacher Evaluation System**

The West Clermont Local School District Board of Education ("Board") and the West Clermont Education Association ("Association") hereby execute this Memorandum of Understanding ("MOU") to address the legislative changes brought about by Am. Sub. HB 153 (September 29, 2011), Sub. SB 316 (September 24, 2012), Am. HB 555 (March 22, 2013), Am. HB 362 (July 1, 2014), and the Board's adoption of its Teacher Evaluation Policy.

**WHEREAS**, the aforementioned legislation requires the Board, not later than July 1, 2013, to adopt a standards-based teacher evaluation policy that conforms with the State Board of Education's standards-based framework for the evaluation of teachers, and which contains procedures for using evaluation results for retention and promotions decisions and for the removal of poorly performing teachers; and

**WHEREAS**, representatives of the Board and the Association have collaborated on the creation of a Teacher Evaluation Policy, which will be recommended to the Board for adoption on or before July 1, 2013; and

**WHEREAS**, the Board and the Association have agreed upon certain procedures and understandings for the implementation of the Board's Teacher Evaluation Policy for the 2013-2014 school year and the 2014-2015 school year and wish to memorialize those agreements and understandings in this MOU.

**NOW, THEREFORE**, the Board and the Association hereby agree as follows:

### **I. USE OF THE OTES MODEL**

1. A Joint Evaluation Committee of administrators selected by the Board and teachers selected by the Association have met and will continue to meet to discuss the Board's Teacher Evaluation Policy and related matters as necessary and appropriate. The Joint Evaluation Committee shall make recommendations to the Board and Association from time to time, as necessary.
2. The evaluation procedures in the Board's Teacher Evaluation Policy and this MOU shall apply to "Teachers" as that term is defined in the Board's Teacher Evaluation Policy (which is attached to this MOU as Exhibit 1).
3. The Board and the Association are committed to using the Ohio Teacher Evaluation System ("OTES"), as it currently exists and may be amended from time to time, as the model for assessing teacher performance. To this end, the parties agree that the OTES Model will be followed for:
  - a. Calculating Teacher Performance on Standards
  - b. Calculating Student Growth Measures
  - c. Calculating the Final Summative Rating

- d. Professional Growth and Improvement Plans
  - e. Assessing Teacher Performance
  - f. The Formal Observation Process (including pre-conference, classroom observation, walk-throughs and post-conference)
  - g. Assessing Student Growth
4. The Board and the Association agree that the following OTES Resources will be utilized by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model:
- a. Self-Assessment Summary Tool
  - b. Professional Growth Plan
  - c. Improvement Plan
  - d. Improvement Plan Evaluation
  - e. Teacher Performance Evaluation Rubric
  - f. Informal Observation: General Form
  - g. Informal Observation: Open-Ended Form
  - h. Final Summative Rating of Teacher Effectiveness
  - i. The Ohio Teacher and Principal Evaluation System (“ETPES”)
  - j. Any other OTES Resources that may be subsequently adopted into the OTES Model after review and consensus by the district evaluation committee.
5. For the 2013-2014 and 2014-2015 school years, all teachers shall be considered to have “comparable evaluations” for purposes of making reduction in force decisions. Comparability shall be defined in the Reduction in Force section of the WCEA Master Agreement.

## **II. OBSERVATION AND EVALUATION TIMELINES AND PROCEDURES**

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education framework. Teacher performance is evaluated during cycles of formal observations and classroom walkthroughs. Fifty (50) percent of the effectiveness rating will be attributed to Teacher performance through a process based upon the Ohio Standards for the Teaching Profession.

Teacher training of the process and the rubric and the assignment of a primary evaluator shall take place during one of the workdays prior to the start of each school year. In the case of a new teacher, training shall take place within thirty days of the first day worked. A teacher reassigned after the beginning of the work year shall be notified of his/her primary evaluator within two (2) weeks of the first day in the new assignment. During the teacher training, all OTES forms, shall be reviewed along with the rubric ratings.

The Board and the Association agree that the timelines and procedures for matters involving Teacher Training/Primary Evaluator, Self-Assessment, Observations Nos. 1, 2 and 3 (if needed), and Walk-Throughs are memorialized in attached Exhibit 2. The timelines set forth in Exhibit 2 shall be modified if any step in the teacher evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable because of absence or approved leave. The step in the teacher evaluation procedure shall be completed within the same amount of time that the teacher and/or evaluator was not available due to absence or approved leave (i.e. if an evaluator/teacher is absent for five (5) work days, the step in the teacher evaluation procedure shall be conducted/completed within five (5) work days of the evaluator's/teacher's return to work).

No teacher shall be evaluated more than once annually. All teachers employed under a limited contract will receive a full evaluation regardless of their performance rating. All teachers on an improvement plan for the 2013-2014 school year will receive a full evaluation for the 2014-2015 school year. Teachers ranked "Developing" on either the 2013-2014 Performance Rating or the Final Summative Rating will receive a full evaluation for the 2014-2015 school year.

"Accomplished" teachers shall be evaluated every three years as long as the teacher's student growth measure for the most recent school year for which data is available is average or higher. The Board may deviate from this rotation, as necessary, in order to balance the rotation of teachers to be evaluated. In such instance, the Board will notify the teacher(s) at issue prior to the annual deadline for self-assessments.

"Skilled" teachers shall be evaluated every two years as long as the teacher's student growth measure for the most recent school year for which data is available is average or higher. The Board may deviate from this rotation, as necessary, in order to balance the rotation of teachers to be evaluated. In such instance, the Board will notify the teacher(s) at issue prior to the annual deadline for self-assessments.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled", the evaluator shall conduct a minimum of one observation (complete with pre- and post-conferences). Such teachers who are placed on this rotation may, nonetheless, request a full evaluation be conducted each year.

The Board may elect to not conduct an evaluation of a teacher who was on leave for 50% or more of the school year, or whom has submitted a notice of retirement on or before December 1<sup>st</sup> of the school year.

A teacher shall be entitled to Association representation at any conference held in which a teacher is told of an impending adverse personnel action. Any violation of procedural due process may be challenged by the teacher through the grievance procedure.

