

**MEMORANDUM OF UNDERSTANDING****OHIO TEACHER EVALUATION SYSTEM****A. PURPOSE OF EVALUATION**

1. The purpose of the Northeastern Local teacher evaluation system is to provide a tool for teachers to improve instructional skills and classroom management in the educational process based upon standards-based evidence.
2. ORC 3319.112 and 3319.111 requires each licensed teacher to be evaluated every one (1) to three (3) years following Ohio Department of Education (ODE) Evaluation Framework (Appendix A) and Evaluation Matrix (Appendix B) by collecting data through Student Growth Measures and collecting evidence through the Teacher Performance Framework and using the seven (7) teacher standards set forth by ODE. The following evaluation process shall apply to any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES). Guidance counselors, psychologists, speech pathologists, and teachers who spend less than 50 (fifty) percent of their time teaching shall be observed and evaluated using the same timelines and frequency of the OTES teachers as set forth in Board adopted evaluation policy and this agreement. The evaluation forms used prior to the implementation of OTES shall be the forms utilized for these evaluations. The terms and requirements of this evaluation system are subject to the collective bargaining law ORC 4117.

**B. OHIO TEACHER EVALUATION SYSTEM FRAMEWORK**

The teacher evaluation system is under section 3319.111 and 3319.112 of the Ohio Revised Code (ORC) and includes the following components.

1. The Evaluation Framework (Appendix A) and the Evaluation Matrix (Appendix B) were created by ODE in accordance with sections 3319.111 of the ORC which establishes the standard-based framework for the evaluation of teachers developed under section 3319.112 of the ORC.
2. The two factors for teacher evaluations required are the Student Growth Measures at 50% and the Teacher Performance at 50%.
3. A teacher receiving a rating of "Accomplished" on his/ her most recent evaluation will be evaluated every three (3) years or whatever is required by current law. A teacher receiving a rating of "skilled" on his/her most recent evaluation will be evaluated every two (2) years, or whatever is required by current law. In the event that a teacher's student growth measures fall below "Average", the teacher will begin the evaluation cycle again.
4. In the event that a teacher that is rated "Ineffective", he or she will be observed a third time that school year. If the credentialed evaluator feels the teacher has shown positive advances in the first two (2) observations, the evaluator may waive the third observation.

- a. If a teacher receives a rating of “Ineffective” in two (2) of the three (3) most recent school years, the teacher will be required to register for and take all written evaluations of the content knowledge selected by the ODE. If the teacher receives an improvement rating of “Ineffective” on the teacher’s next evaluation after completion of the professional development, or the teacher fails to complete the professional development, it shall be grounds for termination of the teacher under section 3319.16 of the ORC.

#### 5. Teacher of Record

- a. Is/Are responsible for assigning the grade to the student.
- b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated “teacher(s)” of record(s)”.
- c. Is/Are responsible for a significant portion of a student’s instructional time within a given subject or course.
  - i. Minimum of 51% co-teaching;
  - ii. Minimum of 31% team teaching (classroom teacher(s));
  - iii. Minimum of 31% interventionist(s); (example: Title One and special education)

### C. EVALUATORS

1. All evaluators must be properly credentialed per ODE requirements. In the event of a long-term absence of three weeks or longer of a principal, an evaluator mutually agreed upon between the administration and association will perform the evaluation. Elementary principals will evaluate elementary teachers, junior high and high school teachers will be evaluated by their assigned building principal. In the event that a teacher instructs in more than one building, either principal may perform the evaluation.

2. Evaluators will use all forms approved by the Evaluation Committee during the OTES process.

### D. TEACHER PERFORMANCE

#### 1. EVALUATION GUIDELINES

a. Each completed evaluation will be based on 50% teacher performance and 50% student growth.

b. All evaluations will include formal observations and informal classroom walkthroughs as outlined in this agreement.

c. Evaluators will not be permitted to use audio or video recording devices during any type of evaluation.

- d. All meetings/conferences between the evaluator and teacher must occur during the contractual school day or a mutually agreed upon time.
- e. No observations, either formal or walkthrough, will occur on the day before a vacation/holiday period or during the first or last week of the semester.
- f. All evaluations will be completed by May 1. The teachers shall be provided with a written copy of the evaluation results by May 10.
- g. The teacher may write a rebuttal to any evaluation. Such rebuttal will be attached to the evaluation and placed in the personnel file.
- h. No teacher self-assessments or student and parent surveys will be used as reference to giving a teacher an evaluation rating.
- i. Should a teacher not be evaluated under contract guidelines, the teacher may notify the Superintendent.

## 2. FORMAL OBSERVATIONS

- a. Teachers will be formally observed two times per year, one observation per semester. The first semester observation must be completed by the end of first semester and the second semester observation shall be completed no later than May 1.
- b. Formal observations for grades K-6 will be for a minimum of 40 (forty) minutes. For grades 7-12, the observation will be an entire forty (40) minute class period.
- c. At least four (4) days prior to an observation, the teacher will receive a written notice of an upcoming observation from the evaluator. The teacher will be responsible for completing the pre-observation form once he or she is notified of the evaluation. The teacher will give the evaluator the completed pre-conference form two (2) days prior to the scheduled observation. Either party can request a pre-conference meeting in order to discuss the pre-observation form and provide the teacher with opportunity to present more evidence to be used in the evaluation process.
- c. The evaluator and teacher will hold a conference within five (5) school days after the formal observation during the contracted school day or a mutually agreed upon time. At this time, data from observation will be reviewed with the teacher. In the event that the evaluator is missing necessary evidence, the teacher can present additional evidence at this time.

### 3. WALKTHROUGH

- a. An official walkthrough will occur at least two (2) times per year, but no more than ten (10) times per year, at least one (1) per semester. All walkthroughs will be completed by May 1.
- b. A walkthrough will be at least five minutes but no longer than fifteen (15) minutes in duration.
- c. Walkthroughs can be requested by a teacher in addition to employer initiated walkthroughs.
- d. Teachers will be delivered a copy of the walkthrough form no later than three (3) school days following the walkthrough.
- e. Data collected during the walkthrough will be used as a tool for professional development purposes and to improve the instructional skills and classroom management of the teacher.
- f. The teacher may write a rebuttal to any walkthrough. Such rebuttal will be attached to the walkthrough and placed in the personnel file.

### E. STUDENT GROWTH MEASURES

1. Teachers' growth measures will be determined by current law.
  - a. All teachers are required to have student growth measures. If valued-added data is not being used for growth measures, teachers will follow the growth measures procedure for non value-added teachers. Teachers are required to have student growth measures every year.
2. There is no "shared attribution" for teachers.
3. In the event that a teacher is on a medical leave of absence for six (6) consecutive weeks or longer, the possibility of adjusting student growth percentages will be examined on a case by case basis by the evaluator and the SLO committee which will consider the timing and length of the absence.
4. Students who move into the district will follow the state attendance guidelines for achievement testing when determining if that student should be included in a teacher's Student Growth Measures.
5. A student who is absent forty-five (45) or more days will be excluded from a teacher's Student Growth Measures.

#### F. STUDENT GROWTH MEASURES COMMITTEE

1. Members serving on the Student Growth Measures Committee will be paid current tutor rate for all meetings held outside of contracted school hours. Building principals will be responsible for hiring substitutes to cover classes for members who have Student Growth Measures Committee meetings during school hours.
2. When approving submitted Student Growth Measures, the committee will use the SLO form in order to give the teacher a unified approval or disapproval. The parameters of the assessment will be approved by the committee, not the actual content.
3. Two Student Growth Measures Committees will be created. The first committee will consist of at least three (3) members representing the K-6 grade levels. The second Student Growth Measures Committee will consist of at least three (3) members and represent the 7-12 grade levels. Each committee will include one (1) administrator and at least two (2) association members.
4. The employer will provide proper training for all Student Growth Measures Committee members.

#### G. EVALUATION COMMITTEE

1. The evaluation committee will consist of association members who represent each building and an administrator. If a building is not represented by a member, then NELTA's Executive Committee will approve the member(s) to fill the vacancy on the committee.
  2. All forms used during the OTEs process will be approved by the Evaluation Committee. The committee will meet every spring if necessary to review the current forms and make changes.
  3. The committee will be jointly chaired by a member of the association and an administrative team member. The co-chairs of the committee shall be responsible for providing a copy of all forms to all teachers and evaluators.
1. Members serving on the Evaluation Committee will be paid current tutor rate for all meetings held outside of contracted school hours. Building principals will be responsible for hiring substitutes to cover classes for members who have Evaluation Committee meetings during school hours.

#### H. TEACHER EVALUATION RATING

1. In accordance with ORC 3319.111 and ORC (G) 3333.0411, the administration and/or the Northeastern Local School District reports the summative teacher evaluation ratings which will include the number of teachers whom an evaluation was conducted and the number of

teachers assigned to each evaluation rating.

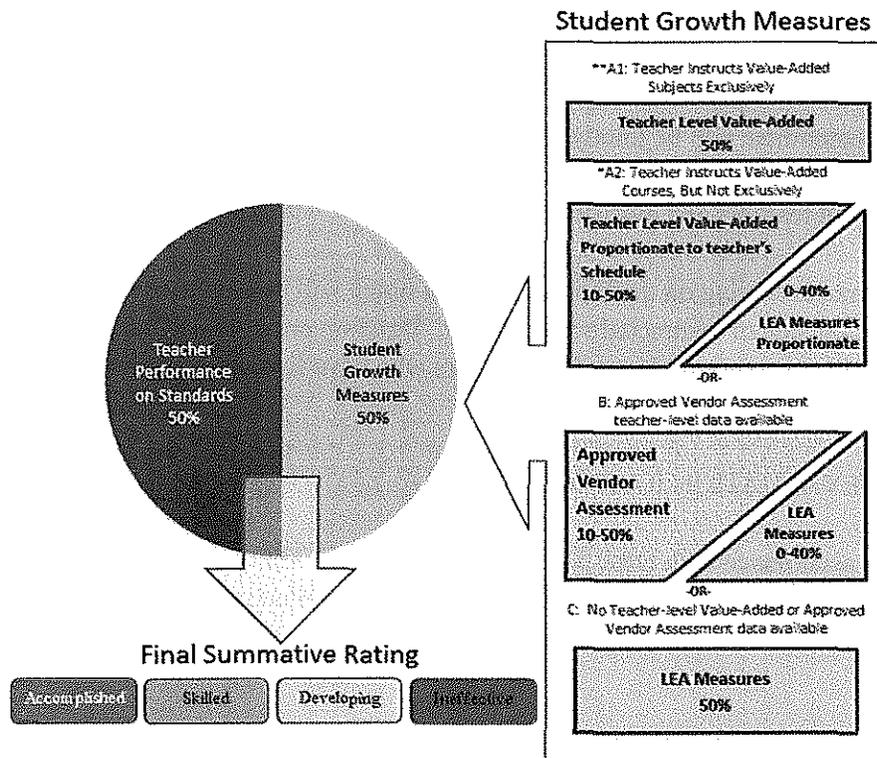
I. IMPROVEMENT PLAN

1. Teachers who receive an “Ineffective” rating must develop a professional improvement plan using the ODE Improvement Plan form for OTES in collaboration with the credentialed evaluator.
2. Teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years.

J. CONTRACT RENEWAL/SENIORITY

1. ORC 3319.111(F) constitutes no seniority when pertaining to decisions in retention, promotion, renewal and the removal/nonrenewal of a poorly performing teacher. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. When ratings are the same, they are considered comparable.
2. Until three (3) years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction, or recall of any teacher shall be governed by the terms set forth in Article XVII of this agreement.

Appendix G



### Appendix H

| Student Growth           |     | Performance       |     | Final Summative Rating |         |
|--------------------------|-----|-------------------|-----|------------------------|---------|
| •Most Effective (5)      | 600 | •Accomplished (4) | 600 | •Accomplished          | 500-600 |
| •Above Average (4)       | 400 | •Skilled (3)      | 400 | •Skilled               | 300-499 |
| •Average (3)             | 300 | •Developing (2)   | 200 | •Developing            | 100-299 |
| •Approaching Average (2) | 200 | •Ineffective (1)  | 0   | •Ineffective           | 0-99    |
| •Least Effective (1)     | 0   |                   |     |                        |         |

FOR THE ASSOCIATION

Erin Vance  
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President, Northeastern Local  
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10/20/15  
Date

FOR THE BOARD

John H. Higbee  
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President, Northeastern Local  
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10/20/15  
Date