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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this ____ day of August 2015, by and between the Eastern Local Education Association (hereinafter the "Association") and the Eastern 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 July 1, 2014 through June 30, 2017 (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 required framework for the new evaluation procedure for the 2015-2016 and 2016-2017 school years 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.
 - 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 where percentages of the overall evaluation is based on student growth measures and the overall evaluation is based on a teacher's performance rating as mandated by law.
 - 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 administrator as stipulated in the collective bargaining agreement.

D. Evaluation Instrument

The Evaluation Instrument shall be the OTES process and forms used by the teacher's evaluator.

E. Orientation

1. 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.
2. Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 30th and prior to the first observation being conducted. The goal setting meeting may be an individual meeting with the teacher and evaluator in attendance, or a group meeting with more than one teacher and more than one evaluator present. Each 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) formal observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) formal observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.
 - a. The first formal observation shall be preceded by a conference between the evaluator and the teacher within a window of five (5) workdays and at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed.
 - b. All post-observation conferences shall be held between the evaluator and the teacher within ten (10) 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.

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. The first formal observation shall be preceded by a conference between the evaluator and the teacher within a window of ten (10) workdays and at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed.
 - a. All post-observation conferences shall be held between the evaluator and the teacher within ten (10) 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.
5. In any year when a teacher's contract does not expire, if the Teacher has received an evaluation rating of "Skilled" or "Accomplished" (the previous school year) and is not being formally evaluated, the Teacher will only be required to have one observation and one post conference.
 - a. A teacher who receives a rating of "Skilled" on the teacher's most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure, for the most recent year for which data is available, is average or higher, as determined by the department of education.
 - b. A teacher who receives a rating of "Accomplished" on the teacher's most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education.

G. Walkthroughs

1. A walkthrough is a formative written assessment that has the following components:
 - a. The administrator will provide the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough. If a teacher or principal requests a meeting, a meeting will be held at a mutually agreeable time within a window of five (5) work days of the walkthrough.

H. Finalization of Evaluation

1. 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. Shared Attribution Committee

1. The Board and the Association shall establish a Shared Attribution Committee to develop and/or review student growth measures as required by the evaluation procedure. The committee shall also have the responsibility to develop internal procedures that will govern the committee's operations. Each building will be invited to be represented by one (1) Administrator and one (1) ELEA member. Representation will be chosen by each respective party.

J. Improvement Plans

1. An Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be unsatisfactory by the evaluator.
2. The evaluation will give specific areas that need to be improved, including a plan for such improvement.

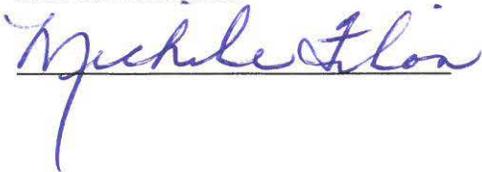
K. Personnel Action Requirements

The first year that student growth measures data will be used for evaluation purposes will be as mandated by law.

L. Removal of Poorly Performing Teachers

1. Poorly performing teachers may be removed, upon recommendation of the Superintendent, and through the requirements of the collective bargaining agreement and/or Ohio law, either through nonrenewal or termination.
2. Nothing in this Memorandum of Understanding will be deemed to present the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Eastern Local Education Association. The evaluation system and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated. The Board reserves its right to non-renew a teacher evaluated under this Memorandum of Understanding in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.

For the Eastern Local School District
Board of Education



For the Eastern Local Education
Association

