

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **MILLCREEK WEST UNITY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **MILLCREEK WEST UNITY EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2014 through June 30, 2017;

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES).

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. The Board of Education will complete evaluations using an application stored or uploaded from a web based program, which is currently the evaluation instrument developed by ODE. Only the final summative rating shall be uploaded to ETPES. Evaluators shall be the teacher's immediate supervisor unless the supervisor is on an approved leave of absence. In this instance, the evaluator shall be an administrator employed by the Board of Education.
2. The schedule of observations for teachers not otherwise exempted from the evaluation cycle shall be as follows:
 - a. The first observation cycle shall be completed no later than December 15th.
 - b. The second observation cycle shall be completed no later than April 1st.
 - c. If a third observation cycle is to be completed, it shall be completed no later than May 1st.

Observations shall not be conducted on a day before or after the following: day before or after a holiday or school break period, or any approved leave of absence in excess of 3 consecutive working days. Classroom observations will not be audio or video taped.

Teachers on a continuing contract who are rated accomplished or skilled may be observed and evaluated in accordance with the manner and frequencies set forth in Ohio Revised Code sections 3319.111 and 3319.112.

3. A preconference shall be held within three (3) workdays of the occurrence of the first observation. A post conference shall be held after each observation. The post conference shall be within ten (10) workdays of the observation with a copy of the form provided to the teacher within 5 work days of the conference. Observations shall not unreasonably disrupt or interrupt the classroom learning environment. Teachers shall be advised of the date the administrator intends to conduct the observation(s). The attached pre-observation forms shall be used. The teacher may select from either form.
4. Walk throughs shall be completed in accordance with the attached classroom walkthrough guidelines and shall be for 5-10 consecutive minutes. 4 Walkthroughs shall be completed on the following schedule: 1st walkthrough completed no later than the end of the 9th week of school; 2nd observation completed no later than 18th week of school; the 3rd and 4th observations no later than May 1. The

teacher shall be provided a copy of the completed walk through form no later than two (2) days after the completion of the walk through.

5. A SLO Committee shall be created which shall consist of 8 members: six (6) appointed by the Association and the two building administrators. Additional administrators may be present in an advisory capacity. The Association shall insure that its appointees be representative of the elementary, junior high, high school and specialty areas. The committee shall recommend policies and procedures to the Board of Education and the Association relating to the use and calculation of student growth measures. The committee shall not have the authority to negotiate changes to the Agreement. Every effort will be made to hold the committee meetings during the school day and release time shall be provided. If the meetings are held outside the regular work day, the committee members will be paid their hourly per diem rate. We will honor the minimum number of SLO's required by the STATE.
6. All teachers new to the district shall be trained on utilization of vendor assessments no later than 9/20 if vendor assessments are to be used to generate SGMs. Teachers shall submit the completed SLO template no later than 10/1. The SLO committee shall review the SLO and approve or reject by 10/15. Any SLO that is rejected must be resubmitted no later than 10 work days of the receipt of the rejection. Teachers will submit all final SLO results no later than 5/1. Evaluators shall conduct a meeting to review the SLO scores no later than 5/11. In document is attached MOU 5 (i) which is the 6 page SLO template.
7. Copies of the evaluation shall be provided to the teacher at the final evaluation conference. Teachers shall sign his/her evaluation. This signature does not indicate agreement with the contents of the evaluation, only that the teacher has been given a copy of the evaluation. Teachers may attach a rebuttal to his/her evaluation. Attached is the entire OTES evaluation packet and MOU 5 (h) which serves as the verification sheet for skilled/accomplished teachers who only need to have an observation and conference for a 2/3 year period unless in a new contract year. Evaluations will not be conducted for a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year.
8. Regarding Vendor Assessments:

In the event that Millcreek West Unity School System has vendor assessments available which are on the ODE list of approved vendor assessments for the current school year, a teacher may opt to choose a vendor assessment. The teacher will establish the percentage with which their vendor assessment will apply to their evaluation and the said percentage will be entered into the system after January. If the vendor assessment does not equal 100% of the evaluation, the teacher will create another student growth measure to make total student growth measures equal 100% on the SGM side of the evaluation.
9. In completing the professionalism portion of the evaluation, the administrator shall use the attached evidence of professionalism examples.
10. Beginning with the 2015-16 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of ineffective on his/her annual evaluation for 2 of the 3 most recent school years. If a teacher passes the examination set forth above and provides proof of that passage to the Board of Education, the teacher will be required, at Board expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under the Board policy. Any teacher passing the examination set for above will not be

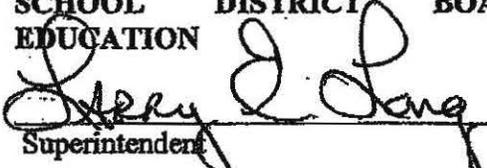
required to take the examination again. No teacher shall be responsible for the cost of taking the examination set forth above.

11. If a teacher whose performance rating indicates below expected levels of student growth is placed on a professional improvement plan in accordance with board policy that requires the completion of professional development, the PD shall be at board expense.
12. The decision to non-renew a teacher's regular contract shall not be solely based on the teacher's student growth measure scores. The member may request that the student growth scores be taken into consideration before recommendation of nonrenewal.
13. A teacher will be notified if a public records request is made for his/her evaluation within seven (7) working days of the request.
14. The parties agree that entering into this memorandum of understanding is not a waiver of the Association's position in regards to the requirement to negotiate matters associated with OTES.
15. This Memorandum of Understanding shall expire on June 30, 2017. Should the parties be engaged in negotiations for a successor agreement to the agreement supplemented by this MOU, and should the parties extend that agreement pending the completion of those negotiations, this MOU shall be extended in the same manner.

IN WITNESS WHEREOF, the duly authorized representatives of the **MILLCREEK WEST UNITY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **MILLCREEK WEST UNITY EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

Date: 2-17-15

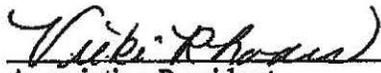
**MILLCREEK WEST UNITY LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION**



Superintendent

Date: 2/17/15

**MILLCREEK WEST UNITY
EDUCATION ASSOCIATION**



Association President