

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DEER PARK COMMUNITY
SCHOOL DISTRICT BOARD OF EDUCATION AND THE DEER PARK COMMUNITY
EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered into by and between the Deer Park Education Association (hereafter referred to as "Association") and the Deer Park Community School District Board of Education (hereafter referred to as "Board of Education") and shall become effective upon execution by all parties.

WHEREAS, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2014 through June 30, 2017; and

WHEREAS, the Agreement contains provisions regarding the evaluation of teachers and the reduction in force of teachers;

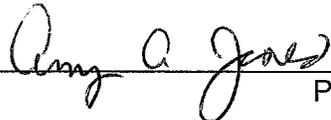
WHEREAS, the parties wish to supplement the Agreement.

NOW, THEREFORE, the parties agree to the following provisions:

1. For the 2014-2015 and 2015-2016 school years, all teachers shall be deemed comparable for purposes of reduction in force. For the 2016-2017 school year, comparability shall be determined based upon the teacher performance rating only and shall be based on a three (3) year average of the evaluation ratings, if available. The numerical values for the evaluation ratings shall be as follows:
 - a. Accomplished – 4
 - b. Skilled – 3
 - c. Developing – 2
 - d. Ineffective – 1
2. The District shall notify each teacher of their evaluator no later than September 30th. If an administrator retires from the district or is unable to perform the evaluations due to being on a leave of absence or other approved leave, a new evaluator will be assigned to the affected teachers and a meeting will be held to discuss the evaluation process. Newly employed teachers will given an overview of the OTES evaluation procedure no later than September 30th.
3. The timelines and frequency for observations and evaluations for OTES evaluated teachers and non-OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112, and this section. The first observation shall occur no later than December 15th, the second observation shall be completed no later than March 15th and the third observation, if necessary, no later than May 1st. A pre-observation conference shall be held at least one (1) work day before the first formal observation. A post observation conference will be held within five (5) work days after each formal observation unless mutually waived by the administrator and teacher. A copy of the post observation conference form shall be provided within seven (7) work days of the conference.
4. Evaluations shall be performed by credentialed, licensed administrators employed by the Board of Education on an individual employment contract.

5. Walk throughs will be utilized for OTES teachers. The walk throughs shall be documented through the district approved walk through tool. The administrator will provide the member with feedback documented through ETPES no later than three (3) work days after the walk through. Within three (3) work days of the sending of the feedback, the teacher may request a meeting with the administrator to discuss the walk though. Nothing herein should be construed to prohibit administration from informally observing teachers.
6. The Student Growth Measures will not be the sole basis used for purposes of making retention or removal decisions regarding bargaining unit members. If the State of Ohio amends or revises the Ohio Revised Code so that SGMs are not required to be utilized at all or not required to be utilized for a set period of time, the Board agrees that its use of SGMs will be consistent with the change in the law.
7. The Board will continue the SLO committee it is current form and operation. An evaluation committee will be created to review the evaluation process at the end of each school year to make recommendations to the Board of Education and Association regarding necessary revisions or changes to the process.
8. A teacher may attach a rebuttal to his/her evaluation.
9. This Memorandum shall become effective upon signatures by the Union President and the Board Representatives.
10. This MOU shall expire on June 30, 2017.

Deer Park Education Association

By: 
President

Date: 11/4/14

Deer Park Community School District
Board of Education

By: 
Board President

Date: 11/5/14

By: 
Board Treasurer

Date: 11/5/14