

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEFIANCE CITY EDUCATION ASSOCIATION
AND THE
DEFIANCE CITY BOARD OF EDUCATION**

07-30-15
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WHEREAS, the Board and Association are parties to a negotiated Master Contract effective August 15, 2014, and

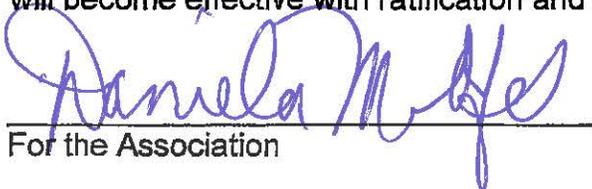
WHEREAS, the parties desire to resolve amicably evaluation issues that have surfaced since negotiations of the recently ratified Master Contract;

THEREFORE, the parties mutually agree:

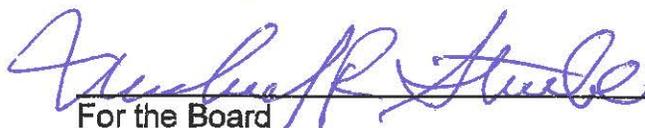
1. Members who are retiring may give notice to the Board on or before December 1 of the same school year that the member intends to retire. The retirement will be effective at the end of the school year. In giving notice on or before December 1, the teacher will not be required to participate in the evaluation process. The letter of intent to retire is irrevocable upon Board action. The December 1 retirement notice applies only to the evaluation process, and does not act to modify or amend any other provisions of the Master Agreement that apply to notification of retirement and/or retirement incentives.
2. The Board will not use SGM's as part of the evaluation of any member who is on leave for 50 percent or more of the school year.
3. The Board will not use SGM's as part of the evaluation of any member who is on a leave of forty (40) consecutive work days or more of the school year.
4. Any member on a continuing contract who receives a rating of Accomplished for a summative rating on the OTES will only be evaluated every three years.
5. Any member on a continuing contract who receives a rating of Skilled for a summative rating on the OTES will only be evaluated every two years.
6. An SLO committee will be developed for the sole purpose of reviewing and recommending the many facets of SGM.
7. The SLO committee is responsible to recommend the policies and procedures for the Student Growth portion of the Evaluation Procedures and report these recommendations to the Superintendent and Association President.
8. The SLO committee will not have the authority to negotiate wages, hours or terms and conditions of employment.
9. The committee will consist of the Association President or designee, 4 other Association members appointed by the Association, and up to six (6) Administrators appointed by the Superintendent. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

10. The committee will be chaired jointly by a committee member from the Association and a committee member from the Administration.
11. Committee agendas will be developed jointly by the co-chairpersons of the committee.
12. The committee will establish procedures regarding SGM's/SLO's, such as but not limited to developing timelines, approving SLO's, making recommendations as appropriate, and providing feedback. These procedures will be reviewed at each meeting, and updated as needed. However, the committee cannot change or modify any provision of the Negotiated Agreement including, but not limited to, any provision governing the teacher evaluation process or the Student Growth Measures.
13. Prior to submitting the SGM results to his/her evaluator, the teacher may request the SLO Committee review the teacher's SGM score for accuracy. The SLO Committee will review for verification only.
14. Association committee members will be paid at the rate of \$27.50 per hour for each hour outside of the contractual work day that he/she performs committee work (including training, etc.) deemed necessary by the committee.

Each party understands that all aspects of this Contract Addendum must be ratified by each party and will become effective with ratification and the signing of this document.



For the Association



For the Board

12-5-14

Date

12-5-14

Date