

**SPRINGBORO EDUCATION ASSOCIATION  
AND THE  
SPRINGBORO BOARD OF EDUCATION**

**MEMORANDUM OF UNDERSTANDING**

**Objectives Philosophy of Evaluation**

The Springboro Community School District believes that employee evaluation is an ongoing process. Evaluations are used to improve the quality of instruction, to enhance job performance responsibilities and to focus on and emphasize professional development. Effective student learning is the ultimate goal of evaluations. It is a continuous, constructive and cooperative process wherein the individual being evaluated and the evaluator share a joint responsibility to work together to recognize effective instruction and the means and methods by which to improve student learning. It is a process meant to commend where commendation is warranted and create specific professional development plans and suggest means of improvement when needed. It is also a means for making decisions regarding employment.

**Purpose of Evaluation**

- a. To help employees gain a better understanding of the scope of their duties and responsibilities as reflected in the job description.
- b. To increase overall job performance with support from the administrator.
- c. To provide employees with feedback necessary to develop a professional growth or professional improvement plan.
- d. To provide a means for making appropriate contract recommendations.

As the parties transition to the Ohio Teacher Evaluation System (OTES) as required by Sections 3319.111 and 3319.112 of the Ohio Revised Code, the following procedure will be utilized for all employees. However, student growth measures will not be utilized for those employees whose assignment does not require at least fifty percent (50%) direct instruction with students.

An employee's teaching performance shall be assessed based on the OTES Standards for the teaching profession.

**Evaluators**

- a. An evaluator shall be a principal employed under a contract pursuant to Sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate / license named under Division (e), (f), (h), (j), or (l) of Section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.



- b. By September 30 of each school year, each building principal will provide written notice to employees assigned to his/her building which head or assistant principal will be conducting the annual evaluation.
- c. An employee who travels between buildings shall be evaluated by the principal where he/she spends the majority of his/her time, unless mutually agreed otherwise.
- d. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, or ASSOCIATION involvement.

**Evaluation Frequency and Procedure / Teaching Performance**

- a. Annual Evaluations shall occur for:

- 1. A teacher in his/her first year of employment with the BOARD;
- 2. A teacher in his/her second year of employment with the BOARD;
- 3. A teacher in his/her third year of employment with the BOARD;
- 4. A teacher who receives an evaluation rating of developing;
- 5. A teacher who receives an evaluation rating of ineffective.

- b. Skilled Evaluation Rating

If an employee's final evaluation rating is skilled, he/she will be evaluated every other year as long as the employee's student growth measures for the most recent year for which data is available indicates average or above.

Additionally, an employee whose final evaluation rating is skilled and therefore not subject to an annual evaluation, may notify the head principal, via email, by September 15<sup>th</sup> of any school year that he/she would like to be formally evaluated during the year.

- c. Accomplished Evaluation Rating

If an employee's final evaluation rating is accomplished, he/she will be evaluated every three (3) years as long as the employee's student growth measures for the most recent year for which data is available is average or above. However, if at any time during the two (2) years when an employee is not being formally evaluated, the employee's student growth measures are below average, he/she will be formally evaluated in accordance to this Article for the following school year.

- d. Leaves of Absence

An employee who is scheduled to be on a leave of absence for more than fifty percent (50%) of the school year shall not be formally evaluated.



e. Notice of Retirement

An employee who submits a notice of retirement by November 1 and such retirement is approved by the BOARD by December 1 shall not be formally evaluated during the school year.

- f. Sections b and c above apply to all employees, whether or not on a limited or continuing contract. However, the principal may elect to formally evaluate an employee during the school year prior to the expiration of the employee's limited contract. Said employee shall be notified by September 30 if the principal elects to evaluate.

**Formal Procedure**

- a. During an employee's first and second year of teaching with the BOARD, all observations shall be scheduled and announced.
- b. With the exception of a. above, only the first observation of the school year shall be scheduled and announced.
- c. Two (2) formal observations of at least thirty (30) consecutive minutes shall be conducted. There shall be at least ten (10) work days between formal observations. Additional observations may be conducted as determined by the principal. The principal will inform the employee during the post-observation conference following the second observation if additional observations shall be made.

Notwithstanding the provision above, an employee whose limited contract could be subject to a nonrenewal, shall be observed at least three (3) times by the principal. In such cases, the employee shall be informed in advance if an administrator, other than his/her evaluator, will conduct observations.

- d. For announced observations, a pre-observation conference shall occur between the principal and the employee at a mutually agreeable time. Within ten (10) work days after the observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.
- e. Within ten (10) days after an unannounced observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference or within ten (10) work days following the conference.
- f. By May 10, the employee shall receive a final formal written evaluation report, which shall include evidence to support the principal's analysis and teaching performance designation.
- g. The employee may submit any comments/responses concerning the evaluation he/she deems necessary.



- h. All observations, including walkthroughs as described below of teaching performance, shall be conducted with full knowledge of the employee.
- i. Observation and/or evaluation conferences shall not be scheduled the first week of school, the first day of the second semester for those employees teaching a semester class, or on the day before or after Thanksgiving, Winter and Spring break.
- j. All conferences shall be scheduled at a mutually agreeable time between the principal and the employee.

### **Walkthroughs**

In addition to the observations described above, the principal shall use periodic walkthroughs as a means to observe an employee's teaching performance.

Upon the request of either the employee or principal a meeting shall occur after the walkthrough to discuss observations.

The teacher shall be provided a report of the walkthrough form electronically.

### **Evaluation Deficiencies**

Formal observations and walkthroughs resulting in an Ineffective rating in any one of the standards shall result in the principal and employee developing a plan of action during the post-observation conference. All deficiencies identified by the principal shall be recorded in the plan of action and shall state the specific problem(s), the observed evidence to support said problem(s) and recommendations for improvement.

### **Completion of Evaluation Cycle**

The summative evaluation of an employee shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation report shall be completed by May 10 and verified by both parties.

### **Off-Cycle Observations**

In years when the employee is not subject to the formal evaluation because he/she has received an evaluation rating of accomplished or skilled he/she will be subject to an off-cycle observation. The principal shall conduct one (1) off-cycle observation of at least thirty (30) minutes. A post-observation conference shall be held within ten (10) workdays and the completed Off-Cycle Observation Report shall be discussed.



### **Student Growth Measures**

- a. Student growth measures shall be used to support an employee's evaluation but shall constitute no more than fifty percent (50%) of the total evaluation rating/designation, unless otherwise altered by legislation.
- b. Data obtained from student growth measures shall not be used for employment decisions, including but not limited to, nonrenewal, termination, reduction in force and recall until the 2017-18 school year.
- c. During the 2015-16 school year, and until the parties decide otherwise, all members will use 100% shared attribution as their student growth measure, utilizing the progress value-added overall grade documented on the district's most current report card.
- d. Decisions regarding the development of student learning objectives shall be made by the Student Learning Objective Committee established in Article 5.05 D.

### **Professional Growth and Improvement Plans**

Professional growth and/or improvement plans shall be developed in accordance with BOARD policy and state law.

### **Due Process**

- a. An employee who disagrees with the summative evaluation rating shall be entitled to a hearing before the superintendent/designee. The employee shall have the opportunity to present information, evidence and data that disputes the area of the evaluation for which he/she objects. The employee will articulate the changes in the final evaluation report that he/she is requesting.
- b. The employee shall be entitled to ASSOCIATION representation at such hearing.
- c. The superintendent shall render a decision to the employee's objections within ten (10) work days of the hearing.
- d. The employee then has the right to grieve procedural errors and/or errors in student growth measures related to his/her evaluation in accordance to Article 4. The grievance shall commence at Step Four of the grievance procedure.

### **Contract Evaluation Procedures and State Statutes**

- a. The parties state that it is their express intention and agreement that the evaluation procedures set forth in this Article are the sole evaluation procedures applicable in the Springboro Community City School District for the employees in the bargaining unit covered by this agreement and that such evaluation procedures, where applicable, comply with the requirements of 3319.111 and 3319.112.



- b. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the Evaluation Committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article/MOU. Any alteration to the Memorandum of Understanding shall require approval/ratification from the BOARD and the ASSOCIATION membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

### **Evaluation Committee**

The ASSOCIATION and the BOARD agree to establish a standing joint Evaluation Committee for the purpose of regularly reviewing the evaluation procedure and process, including the evaluation instrument.

#### **Committee Composition**

1. The committee shall be comprised of four (4) ASSOCIATION members appointed by the ASSOCIATION President and four (4) members 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.
2. Committee members shall serve staggered terms of not more than two (2) years.

#### **Committee Operation**

1. The committee shall be chaired jointly by a committee member from the ASSOCIATION and a committee member from the administration.
2. Members of the committee will receive OTES training and be credentialed.
3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. One (1) task of the committee shall be to determine those conditions that would likely have an adverse impact on student growth measures, such as a long term leaves of absence, the acceptance and mentoring of student teachers, changes in employee assignments, implementation of the common core state standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
5. All decisions of the committee will be achieved by consensus.
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.
7. Members of the committee will receive release time for committee work and training.



8. The committee shall be authorized to utilize consultant(s). (Examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.,) as it deems appropriate. The cost, if any, shall be borne by the BOARD.
9. Any recommended changes to the provisions in the Memorandum of Understanding and Article VIII shall be submitted to the superintendent and ASSOCIATION president. Any alterations shall require approval / ratification from the BOARD and ASSOCIATION membership. Upon approval / ratification the parties shall enter a written amendment to the contract.

FOR THE ASSOCIATION

Carol Evans

Ma Bly

9-9-15

Date

FOR THE BOARD

Charles W. Adams

Todd Petting

9-9-15

Date



**SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT  
OFF-CYCLE OBSERVATION REPORT**

This form shall be used for those teachers who have received either an accomplished rating or a skilled rating and are on the "off-cycle" for purposes of a formal evaluation. This form shall be completed after the evaluator has conducted a thirty (30) minute observation and provided to the teacher at the post-observation conference.

**FOCUS OF OBSERVATION**

Based on reflection of previous evaluation:

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**DATE OF OBSERVATION:** \_\_\_\_\_

**OBSERVATION CHECKLIST**

Check all areas listed below that were DIRECTLY observed during the observation.

**Classroom Environment**

- \_\_\_\_\_ Routines and procedures run smoothly
- \_\_\_\_\_ Students assume age appropriate levels of responsibility
- \_\_\_\_\_ Lesson transitions are efficient: whole class, small group, cooperative learning, and independent work
- \_\_\_\_\_ Engages in two-way communication
- \_\_\_\_\_ Classroom management is responsive to individual student needs
- \_\_\_\_\_ Positive classroom culture is evident
- \_\_\_\_\_ Notices when students are not engaged
- \_\_\_\_\_ Applies consequences for lack of adherence to rules and procedures

**Lesson Delivery**

- \_\_\_\_\_ Provides clear learning goals for each lesson
- \_\_\_\_\_ Employs measurable goals for student achievement during lesson
- \_\_\_\_\_ Explanations are clear and accurate
- \_\_\_\_\_ Employs effective, purposeful questioning techniques during instruction
- \_\_\_\_\_ Lesson is a balance between teacher-directed instruction and student-led learning
- \_\_\_\_\_ Lesson supports the individual needs of students using a variety of strategies, materials, technologies, pacing







**SPRINGBORO EDUCATION ASSOCIATION  
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**MEMORANDUM OF UNDERSTANDING**

WHEREAS, The Springboro Education Association and the Springboro Board of Education developed an Amendment to the contract dated July 1, 2015 through June 30, 2018, and;

WHEREAS, the Amendment addresses the evaluation procedure to be utilized during the 2015-16 school year, and;

WHEREAS, a portion of the teacher effectiveness rating is based upon student growth, and;

WHEREAS, the decision has been made to use Shared Attributions as the student growth measure for all members of the bargaining unit evaluated under the OTES procedure;

BE IT HEREBY RESOLVED that, during the 2015-16 school year, all teachers shall be identified as "C" teachers under the OTES system and will use 100% shared attribution as their student growth measure utilizing the progress value added overall grade documented on the district's most current report card.

FOR THE ASSOCIATION



Carol Evans, President

Date 4/22/16

FOR THE BOARD



Todd Petrey, Superintendent

Date 4/27/16