

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1st, 2015 through July 31st, 2019.

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 (codified under sections 3319.111, 3319.111(A) and 3319.112 of the Ohio Revised Code) and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") until a successor agreement is negotiated; and

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

1. **PURPOSE:** a standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education shall be implemented as set forth herein. The Board adopts the OTES model as approved by the State Board of Education. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. This policy shall be implemented as set forth herein.
2. **DEFINITION OF A TEACHER:**
 - a. The teacher evaluation procedure contained in this section applies to the following employees of the District:
 - b. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spends at least fifty (50) percent of their employed time providing student instruction.
 - c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their employed time providing student instruction.
 - d. Teachers working under a permanent certificate issued under section

3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their employed time providing student instruction.

- e. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their employed time providing student instruction.
- f. Teachers who do not meet the above criteria will be evaluated utilizing the evaluation procedures in the Article VII of the CBA using the same timelines and frequency for statutorily defined teachers set forth in this MOU.

3. **CONSULTATION:** A Teacher Evaluation Committee shall be created consisting of representatives from the Administration and the Association. At a minimum, the committee shall convene when revisions to the law necessitate, upon revision or replacement of ODE forms, and/or at the end of each year to review the evaluation Memorandum of Understanding and make recommendation(s) to the Board of Education and EEA. Any revisions to the Memorandum are subject to ratification by both parties prior to implementation

- a. The committee shall consist of the Association President or designee, three (3) Association members, appointed by the Association, and three (3) Administrators appointed by the Superintendent, and the Superintendent or his/her designee. All decisions and/or recommendations of the committee shall be reached through consensus and are subject to ratification by the Board and the Association.

4. **EVALUATORS:**

- a. Evaluating administrators must receive and maintain teacher evaluation training.
- b. The teacher will be notified of his/her assigned evaluator within 10 days following the beginning of the school year. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.
- c. The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Edgerton School District. The Administrator must be employed under a full-time 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.

5. **DEFINITIONS:**

- a. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- b. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- c. **Evaluation Procedure:** The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- d. **Evaluation Factors:** The two factors, which are required by law and weighted equally, are student growth measures and teacher performance at the statutorily mandated percentages. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.
- e. **Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, evidence and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating, based on the OTES Teacher Performance Evaluation Rubric.
- f. **Student Growth Measure (SGM):** A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: Most Effective, Above Average, Average, Approaching Average and Below Average.
- g. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to Ohio Law and the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50)

percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each final summative evaluation will result in the assignment of a teacher to one of the OTES evaluation ratings. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.

- h. Evaluation Instruments: The process and forms used by the teacher's evaluator shall be the forms designated by the Ohio Department of Education and the locally developed forms agreed to between the parties and attached to the negotiated agreement. The forms to be utilized in the evaluation process are attached hereto as Exhibit A for informational purposes only. The parties acknowledge and understand that some of these forms may be revised and/or replaced by ODE or the committee. In the event ODE should revise/replace any of these forms, the Teacher Evaluation Committee shall meet to discuss the utilization and distribution of the forms.
- i. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- j. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
- k. Teacher(s) of Record:
 - a. Is/Are responsible for assigning the grade to the student.
 - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s) of record(s)".
 - c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course: Minimum of 51% co-teaching.
- l. Linkage: The process of connecting the teacher(s) of record [based upon above definition] to a student's and/or intervention for a student or defined group of students on a specific subject and/or grade level.

6. **EVALUATION PROCESS/TIMELINES:**

- a. No teacher shall be evaluated more than once annually.
- b. The evaluation will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.
- c. There shall be at least five (5) work days between a teacher's post-observation conference and the next formal observation.
- d. The first formal observation will occur no earlier than September 10.
- e. A teacher who is absent for fifty (50%) percent or more of the contract year shall not be evaluated.
- f. A student who has forty-five (45) absences in a school year shall not be included in calculating a teacher's student growth measure score.
- g. Each teacher being evaluated shall complete and submit the OTES Professional Growth Plan/Improvement Plan form to their assigned evaluator at the first scheduled preconference meeting if not before.
- h. The first formal observation will be announced and all subsequent observations will be unannounced. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence extends beyond five days after the observation, the timelines set forth in Section 6
- i. The first formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.
 - a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence extends beyond five days after the observation, the timelines set forth in Section 6

of this MOU shall be extended consistent with the number of days the teacher was absent after the observation.

- ii. All post-observation conferences shall be held between the evaluator and the teacher no later than ten (10) work days after the observation and/or interview after an unannounced observation.
- iii. The timeline for teachers being observed three (3) times shall be:
 - a. First (1st) post-observation conference held on or before November 30th.
 - b. Second (2nd) post-observation conference held on or before February 20th.
 - c. Third (3rd) post-observation conference held on or before April 15th.
- iv. Before the evaluation cycle is final, and no later than May 1, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.
- e. In any year when the Board does not intend to non-renew, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - i. The first formal observation will be announced and all subsequent observations shall be unannounced. The first formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain the lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.

- a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence exceeds beyond five days after the observation, the timelines set forth in Section 6 of this MOU shall be extended consistent with the number of days the teacher was absent after the observation.
- ii. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation and/or interview after an unannounced observation.
 - iii. The timeline for teachers being observed two (2) times shall be:
 - a. First (1st) post-observation conference held on or before December 15th.
 - b. Second (2nd) post-observation conference held on or before May 1.
 - iv. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.
- f. Any teacher who received an evaluation rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. Any teacher who received an evaluation rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. In any year a teacher is not formally evaluated as a result of receiving a "Skilled" or "Accomplished" rating on that teacher's most recent evaluation, that teacher shall receive an observation and a conference. This does not preclude the assigned evaluator from completing the full

evaluation process in the off year if deemed necessary.

- g. Teachers who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting of the school year of retirement shall be exempt from the OTES evaluation process.
- h. The OTES evaluations will conform to the evidence based process and other teacher's names will not be used.
- i. Observations shall not be scheduled the day before or after a holiday, or a scheduled school break.

7. **WALKTHROUGHS:**

- a. A walkthrough shall be at least three (3) consecutive minutes but not more than seven (7) consecutive minutes in duration
- b. An evaluator may perform no more than two (2) walkthroughs per semester.
- c. The agreed-upon written Walkthrough Form included in the Collective Bargaining Agreement will be given to the teacher within three (3) work days after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible. Walkthroughs are unannounced.

8. **SUBMISSION OF RATINGS:** The District will report the aggregate final, summative teacher evaluation ratings as stipulated by the Ohio Department of Education. For eTPES Reporting Process, Option 3 shall be utilized by the Board.

9. **STUDENT GROWTH MEASURE COMMITTEE:**

- a. An SGM committee will be developed for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM.
- b. The committee shall consist of the Association President or designee, three (3) Association members, appointed by the Association, and three (3) Administrators appointed by the Superintendent, and the Superintendent or his/her designee. All decisions and/or recommendations of the committee shall be reached through consensus.
- c. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- d. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.

- e. The committee will establish, by mutual agreement, a meeting calendar.
- f. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- g. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed. 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 SGM.
- h. All decisions of the committee will be achieved by consensus.
- i. The committee may be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
- j. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
- k. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to the appropriate parties either for gathering data or for revision and resubmission to the committee.
- l. The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
- m. In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- n. Association committee members shall be paid for each hour outside of the contractual workday at the established rate in the CBA.

10. **TRAINING:**

- a. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within thirty (30) days of employment with the District.

11. **PROFESSIONAL GROWTH PLANS OR IMPROVEMENT PLANS:**

- a. Teachers must develop Professional Growth or Improvement Plans based on the Evaluation Matrix. Teachers who have Most Effective or Above-Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals and choose their credentialed evaluator for the next evaluation cycle from the Board-approved list.
- b. Teachers who have Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the next evaluation cycle.
- c. Teachers who have Approaching Average or Below Average levels of student growth must comply with an Improvement Plan based on the OTES Evaluation Matrix developed with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list.

12. **RETENTION/PROMOTION DECISIONS:**

- a. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. Given the uncertainty regarding the use of student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2015-2019 contract years, all teachers shall be deemed to have comparable evaluations. For the 2015-2019 school years, only the performance side of the OTES model will be used to make personnel decisions. The first year that Student Growth Measure data will be used for evaluation purposes will be the 2018-2019 school year.
- b. Nothing in this Memorandum of Understanding will preclude 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 Edgerton Education Association.

13. **REDUCTION IN FORCE:**

For the purpose of reduction in force under the parties' current Collective Bargaining Agreement, all teachers will be considered comparable during the terms of this Memorandum until the end of the 2018-2019 contract year.

14. This MOU and the OTES process are subject to the grievance procedure and are attached to the Master Agreement.

15. **TERM:**

This Memorandum shall remain in effect until July 31, 2019.

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

EDGERTON LOCAL SCHOOL DISTRICT

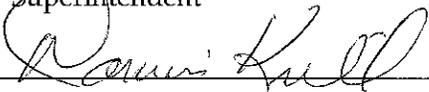
BOARD OF EDUCATION

Date: 9/15/15

By: 

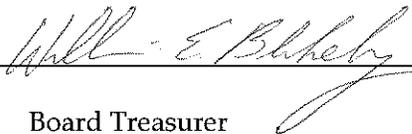
Superintendent

Date: 9-15-15

By: 

Board President

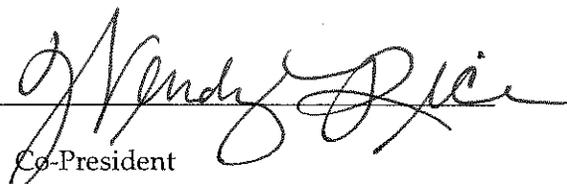
Date: 9-15-15

By: 

Board Treasurer

EDGERTON EDUCATION ASSOCIATION

Date: 9/15/15

By: 

Co-President

Date: 9-15-15

By: 

Co-President