

Memorandum of Understanding
MCCEA & MCC Board of Education

Memorandum of Understanding

This Memorandum of Understanding constitutes written documentation between the Maplewood Career Center Education Association and the Maplewood Career Center Board of Education and pertains to the Master Agreement between these two entities for the time period from 12:00 a.m., July 1, 2018, through 11:59 p.m., June 30, 2022. **NOTE: The agreement dates have been altered to extend through June 30, 2022, via a Memorandum of Understanding to delay negotiations until 2022.**

Foreword:

The Ohio Department of Education created OTES 2.0, a new teacher evaluation system, which must be implemented during the 2021–2022 school year. Administrators, who will evaluate teacher performance, passed the required credentialing process in July 2021. The OTES 2.0 standards for evaluation, forms, requirements, etc., must be implemented this school year.

If approved by the Maplewood Career Center Board of Education and Maplewood Career Center Education Association, this document will alter the Master Agreement July 1, 2018 - June 30, 2022 by removing the current APPENDIX A - TEACHER EVALUATION PROCEDURES pages 42 – 66, and replacing these pages with OTES 2.0 language, present herein, as APPENDIX A – TEACHER EVALUATION PROCEDURES – OTES 2.0, pages 42 - 45.

Agreement:

The Maplewood Career Center Board of Education and the Maplewood Career Center Education Association agree to remove OTES teacher evaluation language and replace the language with OTES 2.0 teacher evaluation language in the current Master Agreement July 1, 2018 – June 30, 2022.

Changes Defined:

1. The current language provided in APPENDIX A - TEACHER EVALUATION PROCEDURES, on pages 42 – 66, will be removed from the Master Agreement.
2. APPENDIX A - TEACHER EVALUATION PROCEDURES – OTES 2.0, on pages 42 – 45, as presented herein, will be included in the Master Agreement.
3. The forms used for OTES 2.0 will not be included in the Master Agreement as they are housed by the Ohio Department of Education and may be subject to change at the discretion of state lawmakers or the Ohio Department of Education. However, these forms can be accessed on the Ohio Department of Education website.
4. Forms for school counselors and non-teaching staff will not be altered via this Memorandum of Understanding.

Memorandum of Understanding
MCCEA & MCC Board of Education

5. If approved by both parties, the Master Agreement July 1, 2018 – June 30, 2022, will be altered to reflect the contents of this Memorandum of Understanding.
6. Since negotiations will take place in the spring of 2022, the current Master Agreement will not be reprinted in the interim. If passed, the teaching staff will receive a copy of Appendix A - TEACHER EVALUATION PROCEDURES – OTES 2.0 pages 42 – 45, to supplement the existing Master Agreement.
7. Appendix A - TEACHER EVALUATION PROCEDURES – OTES 2.0 pages 42 – 45, will be utilized, as required by law, during the 2021-2022, teacher evaluation process.

Approval:

The signature of the Maplewood Career Center Board of Education President signifies that the Board of Education has approved a motion to accept this Memorandum of Understanding.

The signature of the Maplewood Career Center Education Association President signifies that the Memorandum of Understanding was approved by the Maplewood Career Center Education Association.

The signature of the Maplewood Career Center Superintendent signifies acknowledgment of this Memorandum of Understanding.

Approval by the Maplewood Career Center Board of Education, the membership of the Maplewood Career Center Education Association, and the representative signatures will be required for this Memorandum of Understanding to be validated.

Signature Page:

MCC Board of Education President (Signature): _____

Date: _____

MCCEA President (Signature): _____

Date: _____

MCC Superintendent (Signature): _____

Date: _____

APPENDIX A-1

TEACHER EVALUATION PROCEDURES – OTES 2.0

The Maplewood Career Center Board of Education and the Maplewood Career Center Education Association agreed to utilize the OTES 2.0 “Teacher” evaluation procedures required by Ohio law and designed by the Ohio Department of Education.

FORMS:

TEACHERS:

State issued OhioES forms will be utilized to evaluate “Teachers” as defined in the Teacher Evaluation Procedures contained herein. The optional Teacher Self-Assessment form may be entered into the OhioES system if requested by the instructor. The “Teacher” shall also have the option of sharing this form with their evaluator.

NON-TEACHING STAFF MEMBERS:

The forms for non-teaching staff members, who have the option to be members of the Maplewood Career Center Education Association, can be found in APPENDIX A-3.

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.

The Board authorizes the Superintendent to establish an Evaluation Consultation committee consisting of three administrators and three District teachers, when warranted, for the express purpose of recommending necessary revisions of evaluation procedures to the Board of Education.

DEFINITIONS:

“**Teacher**” - For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. a permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003;
or
- C. a permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006;
or
- D. a permit issued under R.C. 3319.301

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing alternative forms while using rankings congruent with the OTES 2.0 model. (Accomplished, Skilled, Developing, Ineffective)

“**Credentialed Evaluator**” – For purposes of this policy, each teacher subject to evaluation will

Memorandum of Understanding
MCCEA & MCC Board of Education

be evaluated by a person who:

- A. Meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation;
and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment

Each teacher evaluation will result in a holistic effectiveness rating presented below:

ACCOMPLISHED

SKILLED

DEVELOPING

INEFFECTIVE

The Superintendent or Designee will file an annual report with the Ohio Department of Education that provides the number of teachers for whom an evaluation was conducted and the number of teachers assigned each rating as set forth above.

Assessment of Teacher Performance

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each, and at least two classroom walkthroughs:

- One Formal Holistic Observation, followed by a conference
- Walkthroughs – with an emphasis on identified focus area(s) when applicable
- One Formal Focused Observation – with an emphasis on identified focus area(s) (There may be multiple areas included in the observation)
- One Summative Conference

Above are the minimum requirements for a complete evaluation. However, the evaluation process may include additional Holistic Observations, Formal Focused Observations, and/or Walkthroughs. Aside from the announcement of the first Formal Holistic Observation, Observations and Walkthroughs may be unannounced or announced at the discretion of the evaluator. Any and all Observations may be preceded by a conference and/or followed by a conference at the discretion of the evaluator.

While there will be no pre-conference mandated, instructors/counselors and other staff members in the bargaining unit are welcome to request a meeting with their evaluator to discuss the process and/or how to improve their instruction and/or ratings. Additionally, an evaluator may choose to have a pre-conference if they feel it may benefit the staff member or is in the best interest of the teacher, counselor, tutor, etc.

Teachers/counselors/tutors on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) Formal Observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

Memorandum of Understanding
MCCEA & MCC Board of Education

Evaluations 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. Written notice of nonrenewal will be provided by June 1st.

Formal Observation Procedure

- The first Formal Holistic Observation will be announced
- The first Formal Holistic Observation will be followed by a conference
- All other Formal Holistic or Focused Observations and Walkthroughs may be announced or unannounced at the discretion of the evaluator
- Any or all Observations may be preceded by a conference and/or followed by a conference at the discretion of the evaluator
- The evaluation cycle will culminate in a Summative Evaluation Conference

Informal Observation/Classroom Walkthrough Procedure

- Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment
- Data gathered from the walkthrough must be placed on the designated form
- A final completed form must be shared with the employee within a reasonable amount of time

Evaluation of “Non-teaching” staff members

Individuals who do not qualify as a “Teacher” according to the definition provided in this policy, will be considered non-teaching educators. Forms for non-teaching educators are contained in the Master Agreement and will be “similar” to those utilized for “teachers.” The evaluation procedures for non-teaching staff members will be the same as “teachers.”

High-Quality Student Data to Inform Instruction and Enhance Practice

- The teacher evaluation will use two measures of district determined HQSD to provide evidence of student learning attributable to the teacher being evaluated
- If required by the state, HQSD may include the value-added progress dimension as one measure of student learning attributed to the teacher being evaluated

Professional Growth Plans and Professional Improvement Plans

- Teaching staff and Non-teaching staff will be placed on a Professional Growth Plan or Professional Improvement Plan based upon their performance and student growth/improvement
- The District has the discretion to place teaching or non-teaching staff on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system

Board Professional Development Plan

In accordance with the Ohio State Board of Education’s statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Reduction in Force

Under additional requirements, the Ohio Teacher Evaluation System OTES 2.0 explicitly states that, “Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.” In general, teacher retention will be based upon performance.

Non-renewal

Nothing in this policy/teacher evaluation 2.0 will prevent 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 Maplewood Career Center Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.