

MEMORANDUM OF UNDERSTANDING

OHIO TEACHER EVALUATION SYSTEM

A. PURPOSE OF EVALUATION

1. The purpose of the Northeastern Local teacher evaluation system is to provide a tool for teachers to improve instructional skills and classroom management in the educational process based upon standards-based evidence.
2. ORC 3319.112 and 3319.111 requires each licensed teacher to be evaluated every one (1) to three (3) years following Ohio Department of Education (ODE) Evaluation Framework (Appendix G). The following evaluation process shall apply to any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES). Guidance counselors will be evaluated under the Ohio School Counselors Evaluation System. Psychologists, speech pathologists, and teachers who spend less than 50 (fifty) percent of their time teaching shall be observed and evaluated using the same timelines and frequency of the OTES teachers as set forth in Board adopted evaluation policy and this agreement. ODE rubrics will be used for OTES and OSCES. The terms and requirements of this evaluation system are subject to the collective bargaining law ORC 4117.

B. OHIO TEACHER EVALUATION SYSTEM FRAMEWORK

The teacher evaluation system is under section 3319.111 and 3319.112 of the Ohio Revised Code (ORC) and includes the following components.

1. A teacher receiving a rating of "Accomplished" on his/ her most recent evaluation will be evaluated every three (3) years or whatever is required by current law. A teacher receiving a rating of "skilled" on his/her most recent evaluation will be evaluated every two (2) years, or whatever is required by current law.
2. A teacher who is not on a full OTES evaluation cycle is required to complete a professional growth plan each year and show evidence of making progress toward the goals set forth on the professional growth plan. These teachers shall be observed once per school year and have one conference.
3. A teacher with a Final Holistic Rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.
4. A teacher with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator with input of the affected teacher.
5. Teacher 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.
 - i. Minimum of 51% co-teaching;
 - ii. Minimum of 31% team teaching (classroom teacher(s));
 - iii. Minimum of 31% interventionist(s); (example: Title One and Special Education)

C. EVALUATORS

1. The evaluator shall be an administrator who is the teacher’s direct supervisor that holds an appropriate administrator license from the Ohio Department of Education. In the event of a long-term absence of three weeks or longer of a principal, an evaluator mutually agreed upon between the administration and association will perform the evaluation.
2. Evaluators will use all forms approved by the Evaluation Committee during the OTES 2.0 process.

D. TEACHER PERFORMANCE

1. EVALUATION GUIDELINES

- a. All evaluations will include one Formal Holistic Observation followed by a conference and one Formal Focused Observation with an emphasis on identified focus areas on the teacher’s professional growth plan followed by a conference.
- b. Evaluators will not be permitted to use audio or video recording devices during any type of evaluation.
- c. All meetings/conferences between the evaluator and teacher must occur during the contractual school day or a mutually agreed upon time.
- d. No observations, either formal or walkthrough, will occur on the day before a vacation/holiday period or during the first or last week of the semester.
- e. All evaluations will be completed by May 1. The teachers shall be provided with a written copy of the evaluation results by May 10.
- f. The teacher may write a rebuttal to any evaluation. Such rebuttal will be attached to the evaluation and placed in the personnel file.
- g. No teacher self-assessments or student and parent surveys will be used as reference to giving a teacher an evaluation rating.

- h. Should a teacher not be evaluated under contract guidelines, the teacher may notify the Superintendent.

2. FORMAL OBSERVATIONS

- a. Teachers will be formally observed two times per year, one observation per semester. The first semester observation must be completed by the end of first semester and the second semester observation shall be completed no later than May 1.
- b. Formal observations for grades K-6 will be for a minimum of forty (40) minutes. For grades 7-12, the observation will be an entire forty (40) minute class period.
- c. At least four (4) days prior to an observation, the teacher will receive a written notice of an upcoming observation from the evaluator. The teacher will be responsible for completing the pre-observation form once he or she is notified of the evaluation. The teacher will give the evaluator the completed pre-conference form two (2) days prior to the scheduled observation. Either party can request a pre-conference meeting in order to discuss the pre-observation form and provide the teacher with opportunity to present more evidence to be used in the evaluation process.
- d. The evaluator and teacher will hold a conference within five (5) school days after the post observation paperwork is received by the evaluator. The teacher shall submit all post observation paperwork to the evaluator within five (5) school days after the observation. The conference will be held during the contracted school day or a mutually agreed upon time. At this time, data from observation will be reviewed with the teacher. In the event that the evaluator is missing necessary evidence, the teacher can present additional evidence at this time.

3. WALKTHROUGH

- a. For those teachers on a full evaluation cycle, an official walkthrough will occur at least two (2) times per year, but no more than ten (10) times per year, at least one (1) per semester. All walkthroughs will be completed by May 1.
- b. A walkthrough will be at least five minutes but no longer than fifteen (15) minutes in duration.
- c. Walkthroughs can be requested by a teacher in addition to employer initiated walkthroughs.
- d. Teachers will be delivered a copy of the walkthrough form no later than three (3) school days following the walkthrough.
- e. Walkthroughs will be focused on specific area(s) to support growth.

- f. The teacher may write a rebuttal to any walkthrough. Such rebuttal will be attached to the walkthrough and placed in the personnel file.

E. HIGH QUALITY STUDENT DATA

1. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as only one (1) source of HQSD.
2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. All vendor assessments shall be selected from the state approved list of vendor assessments.
3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
 - a. Knowledge of the students to whom the teacher provides instruction;
 - b. The teacher's use of differentiated instruction practices
 - c. Assessment of student learning;
 - d. The use of assessment data;
 - e. Professional responsibility and growth.
4. No Evaluation Factor shall be impacted by student performance on a test or tests.
5. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

F. HIGH QUALITY STUDENT DATA COMMITTEE

1. Members serving on the High Quality Student Data Committee will be paid current tutor rate for all meetings held outside of contracted school hours. Building principals will be responsible for hiring substitutes to cover classes for members who have Student Growth Measures Committee meetings during school hours.
2. Two High Quality Student Data Committees will be created. The first committee will consist of at least three (3) members representing the K-4 grade levels. The second Student Growth Measures Committee will consist of at least three (3) members and represent the 5-12 grade levels. Each committee will include one (1) administrator and at least two (2) association members.

3. The employer will provide proper training for all High Quality Student Data Committee members.

G. EVALUATION COMMITTEE

1. The evaluation committee will consist of association members who represent each building and an administrator. If a building is not represented by a member, then NELTA's Executive Committee will approve the member(s) to fill the vacancy on the committee.
2. All forms used during the OTES process will be approved by the Evaluation Committee. The committee will meet every spring if necessary to review the current forms and make changes.
3. The committee will be jointly chaired by a member of the association and an administrative team member. The co-chairs of the committee shall be responsible for providing a copy of all forms to all teachers and evaluators.
4. Members serving on the Evaluation Committee will be paid current tutor rate for all meetings held outside of contracted school hours. Building principals will be responsible for hiring substitutes to cover classes for members who have Evaluation Committee meetings during school hours.

H. TEACHER EVALUATION RATING

1. In accordance with ORC 3319.111 and ORC (G) 3333.0411, the administration and/or the Northeastern Local School District reports the summative teacher evaluation ratings which will include the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

I. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. Professional growth and improvement plans shall be developed as follows:
 - a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.
 - b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
 - c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

- d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
 - e. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
 2. The Board shall provide support to poorly performing teachers which may include professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement.
 3. A teacher in their first year of employment with the District shall not be placed on an improvement plan.
 4. The improvement plan shall include:
 - a. Specific, measurable instructional practices to be observed;
 - b. Specific, evidence-based resources, and assistance to be provided;
 - c. Clearly articulated timelines for the completion of the plan; and
 - d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.
 5. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.
 6. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

J. CONTRACT RENEWAL/SENIORITY

1. ORC 3319.111(F) constitutes no seniority when pertaining to decisions in retention, promotion. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. Ratings are considered comparable unless the teacher is rated ineffective or on an improvement plan.
2. Until three (3) years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction, or recall of any teacher shall be governed by the terms set forth in Article XVII of this agreement.

FOR THE ASSOCIATION

Erin Vance

Erin Vance, President
Northeastern Local Teachers' Association

9/23/21

Date

FOR THE BOARD

John Higbee

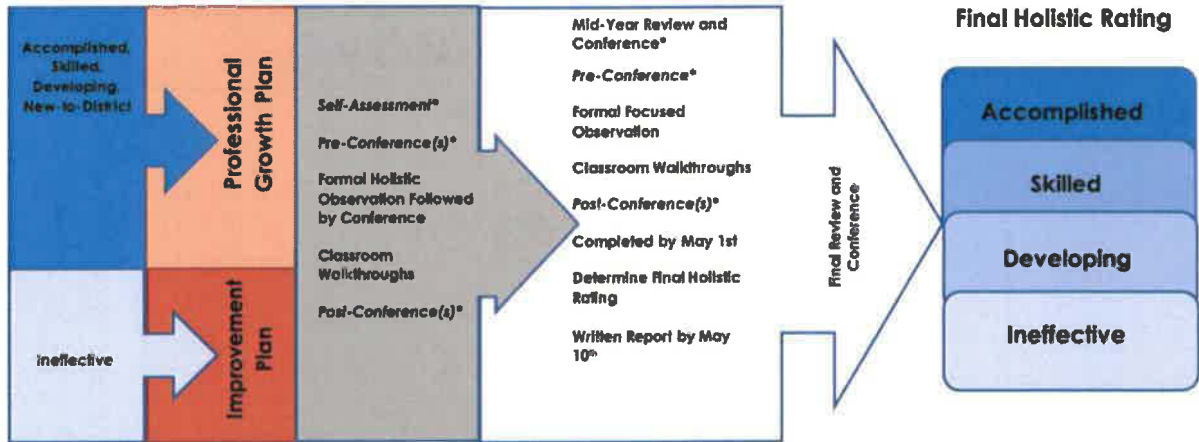
John Higbee, President
Northeastern Local Board of Education

9/24/21

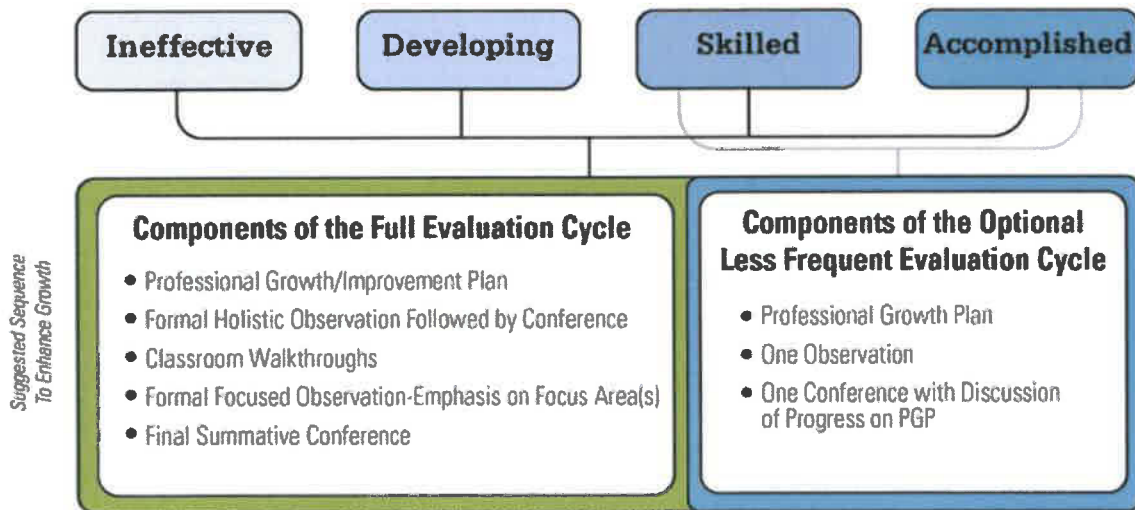
Date

Appendix G OTES 2.0 Framework

Teacher Performance: Full Evaluation



*Indicates best practice but not required



Appendix H
Professional Growth Plan Guidance

Figure 1—Selecting an Appropriate Plan

Accomplished Final Holistic Rating	Skilled Final Holistic Rating	Developing Final Holistic Rating	Ineffective Final Holistic Rating	No Previous Rating	Professional Growth or Improvement Plan Guidance
•	•	•		•	Growth Plan
			•		Improvement Plan
•					Self-directed by Teacher
	•			•	Jointly Developed by Teacher and Evaluator
		•			Guided by Evaluator
			•		Developed by Evaluator
•	•	•	•	•	Professional Conversations
•	•	•	•	•	Focused Observation with Professional Conversation and Support Based on Previous Holistic Observation
•	•	•	•	•	Mid-Year Progress Check
•	•	•	•	•	End-of-Year Evaluation

High Level of Autonomy

Moderate Level of Autonomy

Low Level of Autonomy

