

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF THE GALION CITY SCHOOL DISTRICT
AND THE
GALION EDUCATION ASSOCIATION**

This Memorandum of Understanding (“MOU”) is entered into this 15th day of December 2020 by and between the Board of Education of the Galion City School District (“Board”) and the Galion Education Association (“Association”) (collectively the “Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement effective August 15, 2019 through August 14, 2022 (the “Negotiated Agreement”);

WHEREAS, Article IV, Section J of the Negotiated Agreement (“Observation/Evaluation – OTES Teachers”) and Appendix N to the Negotiated Agreement (“Teacher Performance Evaluation Rubric and OTES Evaluation Forms”) address evaluation procedures, including the evaluation of teachers under the Ohio Teacher Evaluation System (OTES);

WHEREAS, Section 3319.111 of the Ohio Revised Code requires school district boards of education, in consultation with teachers employed by the board, to update OTES policies to conform with the framework for evaluation of teachers adopted under Section 3319.112 of the Ohio Revised Code (“OTES 2.0”);

WHEREAS, Pursuant to the District’s participation in the OTES Pilot Program for the 2019-2020 school year, the District must implement OTES 2.0 for the upcoming 2020-2021 school year; and

WHEREAS, the Parties mutually acknowledge that revisions to the Negotiated Agreement with regard to evaluation of teachers under OTES is necessary for compliance with and implementation of OTES 2.0, and as a result the Parties declare that it is in their mutual best interests to ratify this MOU to memorialize their negotiated changes to the district’s OTES procedures in compliance with state law and the State Board adopted framework.

NOW THEREFORE, the Parties agree to the following terms of this Memorandum of Understanding (“MOU”) pertaining to the implementation of OTES 2.0 under Section 3319.112 of the Ohio Revised Code as the process and procedure for conducting teacher evaluations effective at the beginning of the 2020-2021 school year:

Section 1. The Parties agree to modify the following sections of the current OTES language appearing in Article IV, Section J of the Negotiated Agreement (“Observation/Evaluation – OTES Teachers”) as follows:

1. Definitions:

- a. “Teacher” – means a licensed instructors who spends at least 50% of his/her time providing content-related student instruction and who is

working under one of the following:

1. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
3. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
4. A permit issued under ORC Section 3319.301.

Teachers not meeting this definition are not subject to evaluation under OTES. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures set forth below for non-OTES members.

The Board may elect not to evaluate a teacher who was on leave from the District for fifty percent (50%) or more of the school year and/or who submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

- b. Evaluation Procedure: 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.
- c. 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.
- d. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The factors include a combination of observations, a growth or improvement plan and the use of High-Quality Student Data as defined in the OTES 2.0 rubric evidence of practice and professionalism.
- e. High-Quality Student Data (HQSD): a component of the evaluation system used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use one (1) other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable, and all teacher evaluations must include at least two (2) measures of HQSD. However, HQSD shall not be applied for purposes of completing 2020-2021 school year evaluations, but rather will be completed based only upon the performance-related components pursuant to Ohio House Bill (“HB”) 164 and any subsequent ODE guidance. Teachers will still collect, analyze, and use student data, including student academic growth data, to adapt instruction to meet individual student needs to improve the teacher’s practice.
- f. Teacher Performance Evaluation Rubric: The assessment of a teacher’s performance

which is based upon the educator professional standards, results in a performance rating. As an evaluation factor, the teacher performance evaluation rubric incorporates formal and informal observations that are performed by a credentialed and licensed evaluator. Based on the evaluation rubric, as well as HQSD, conferences, and evidence of practice and professionalism, teacher performance results are reported as a teacher performance rating.

- g. **Holistic Evaluation Rating:** The final, summative evaluation performance level that is assigned to a teacher based on evaluations that are conducted pursuant to 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 a combination of observations, growth or improvement plans, conferences, periodic walkthroughs, and evidence of practice and professionalism. All evidence collected must be factual and documented. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
- h. **Evidence:** Information collected by the credentialed and licensed evaluator and/or information provided to the evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples may include, but are not limited to, learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
- i. **Poorly Performing Teacher:** The focus of the Ohio Teacher Evaluation System is to provide a mechanism for facilitating professionalism and enhancing instruction. Teachers experiencing difficulties or demonstrating deficiencies will be provided with meaningful feedback and assistance as set forth herein and through the OTES process. As such, the parties agree that the determination as to whether a teacher is deemed as a poorly performing teacher only will be made in accordance with law and the express language of this collective bargaining agreement.
- j. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when the evaluation terms of this Agreement and evaluation components are completed and combined pursuant to Ohio Revised Code Sections 3319.111 and 3319.112 to assign an evaluation rating.
- k. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. Such forms shall be updates to reflect OTES 2.0.
- l. **The Ohio Evaluation System (OhioES):** The method used by the District to electronically report to ODE aggregate final holistic teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
- m. **Improvement Plan:** A detailed, written plan guided by the evaluator, but developed with the teacher, utilized solely when a teacher receives an Evaluation Rating of Ineffective.

The contents for the Improvement Plan is reflected in the attached form to this agreement as Appendix N that will be in OhioES.

- n. Improvement Pathway Plan: A detailed, written plan collaboratively developed by the teacher and evaluator, utilized solely when the evaluator identifies deficiencies during a formal observation.
- o. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's evaluation cycle. The contents for the Professional Growth Plan is reflected in the attached form to this agreement as Appendix N that will be in OhioES.
- p. Teacher-Student Data Linkage (TSDL)- refers to the process of connecting the teacher(s) of record to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

2. Purpose

a. The purposes of teacher evaluation are:

- 1) To serve as a growth tool to inform the professional development needs of teachers as adopted in Ohio's Professional Learning Standards.
- 2) To give guidance in instructional planning.
- 3) To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity to support student learning and achievement.
- 4) To be used for retention and promotion decisions and for the removal of poorly performing teachers provided however that seniority shall not be a basis to retain for recall a teacher except when making decisions between teachers that have comparable evaluations.

3. Evaluators

a. An evaluator must be a full-time, credentialed appropriately licensed contracted administrator either employed by the District or who is assigned full-time to the District by an educational service center and who:

- 1) Meets the eligibility requirements under ORC Section 3319.111(D); and
- 2) Holds a credential established by the Ohio Department of Education for ~~teacher~~ OTES 2.0 evaluation.

b. 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, Association membership or Association activism.

c. Should an unforeseen emergency arise, a new evaluator must be assigned, Accomplished teachers will choose their new evaluator, all other teachers will be informed of the change.

d. Upon written request of the teacher to the Superintendent, the teacher shall be assigned a different evaluator if documentation shows the evaluator has discriminated against the teacher, or made false claims against the teacher.

4. Evaluation Committee

a. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing and recommending changes to the evaluation policy, procedure and process, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

b. Committee Composition

- 1) The committee shall be comprised by an equal number of Association and Board representatives not to exceed a total of five (5) from each side. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- 2) Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the District.

c. Committee Operation

- 1) The Committee shall be chaired jointly by a Committee member from the Association and a Committee member from the Board.
- 2) Members of the Committee will receive training in all aspects of teacher evaluation, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

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. Included with the calendar will be a recommendation to the Superintendent of time needed for substitute release time or the contractual hourly rate.

(a) One task of the Committee shall be to determine those conditions that would likely have an adverse impact on HQSD such as maternity/paternity leave, long-term illness, the acceptance and mentoring of student teachers, changes in teacher 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.

4) Committee agendas will be developed jointly by the co-chairpersons of the Committee.

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. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually unless waived by consensus. Consensus shall be defined by the Committee.

7) At each meeting, the Committee will select an individual to act as the official recording scribe for that meeting.

8) Minutes of meetings will be distributed to Committee members, Association President and Superintendent within seven (7) days following meetings of the Committee.

9) The Committee may establish subcommittees to assist with their work.

10) Sub-committees will be jointly appointed by the Superintendent/ designee and the Association President/designee.

11) 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 with advanced approval by the Superintendent.

d. Compensation

1) Any Committee work performed outside of the contractual work

day will be paid at the agreed upon contractual rate (See Article X G).

e. Committee Authority

- 1) The Committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
- 2) The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- 3) The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
- 4) Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.
- 5) If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association, to the extent that any proposed changes affect terms and conditions of employment, including working conditions, as defined by state law.
- 6) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

5. Orientation

- a. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator. A teacher will be notified in writing of any change in his/her evaluator within two (2) weeks of the change.
- b. A teacher newly employed or one reassigned after the beginning of the work

year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

6. Training/Professional Development

No later than September 15 of each year, training and updates on the components of the teacher evaluation cycle including the determination of evaluation ratings, the Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD) will be provided, at Board expense, for all teachers prior to the implementation of the evaluation procedure.

Joint Evaluation Instrument Training

- 1) The Board, through the BLTs, shall provide joint training and written instruction for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure by September 15th or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

Teachers

- 1) Each new teacher shall be given training on the purpose, mechanics and dimensions of the evaluation cycle, including the teaching standards and rubrics on which the evaluation is based by September 15th or if past the September 15th, not later than thirty (30) days after initial employment with the District.
- 2) Written instructions will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and how the evaluation instrument will be utilized.
- 3) Nothing herein shall remove the primary responsibility of teachers to familiarize themselves with the Ohio Teacher Evaluation System.

7. Schedule for Evaluation

- a. All teachers evaluated based on these procedures shall not have additional evaluations outside these guidelines.
- b. The evaluation cycle shall be completed not later than the first (1st) day of May, and the teacher being evaluated shall receive a written report

of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

- c. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations-during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.
- d. Teachers who receive a rating of “Accomplished” on his/her most recent evaluation cycle may be evaluated once every three (3) years, so long as the teacher submits a self-directed professional growth plan to the evaluator and the evaluator determines that the teacher is making progress on that plan. Teachers with ratings of Accomplished may choose their credentialed evaluator for the evaluation cycle. However, each year at least one predetermined 30-minute observation, using the negotiated, informal observation form used in OhioES shall occur and include a post-observation conference.
- e. Teachers who receive a rating of “Skilled” on his/her most recent evaluation may be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher and the evaluator determines that the teacher is making progress on that plan. Teachers with ratings of Skilled may request their credentialed evaluator for the evaluation cycle. However, each year at least one predetermined 30-minute observation, using the negotiated, informal observation form used in OhioES shall occur and includes a post-observation conference.
- f. Holistic evaluations will be completed by October 31st with growth/improvement plans being developed no later than November 15th. The Superintendent and Association President may agree to adjust these dates due to extenuating circumstances.

8. Criteria for Teacher Evaluation

- a. A teacher’s performance shall be assessed based on the Ohio Standards for the Teaching Profession and the criteria set forth in the evaluation instrument, Appendix N to this agreement.
- b. No teacher shall be evaluated on his or her classroom/instructional work performance except based on the observations of the teacher by the teacher’s assigned evaluator, evidence, and the walkthroughs that are set forth in this agreement.

- c. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- d. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's teacher evaluation. All results and conclusions of teacher evaluations must be documented and supported by evidence.
- e. Evaluation data may be collected through the use of electronic devices as approved by the Teacher Evaluation Committee. No video or audio recording shall be made or used at any time during the observation/evaluations process unless the teacher and or administrator is working remotely, and the video or audio recording is mutually agreed upon by the teacher and evaluator.
- f. The OTES Self-Assessment Form may be utilized by teachers as a resource but it is not required, nor is the completion of such Form or its contents to be used in determining the evaluation cycle or rating, outcomes.

9. Observations

a. Schedule of Observations

- 1) A minimum of two (2) formal observations shall be conducted to support each full evaluation cycle. A formal observation shall last a minimum of thirty (30) continuous minutes.
- 2) The first formal observation shall be holistic. The second formal observation shall be focused on 2 or 3 areas from the teacher performance evaluation rubric identified for growth. Evidence from other areas of the rubric may be documented as part of the-formal focused evaluation.
- 3. There shall be at least three (3) weeks between formal observations. A teacher employed under a limited or extended limited contract or who is under consideration for non-renewal will receive three formal observations, in the following order: holistic, focused, holistic.
- 4. All formal observations shall be announced.

b. Observation Conference

- 1) All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. A pre-observation conference may be waived by the teacher.
- 2) A post-observation conference and notification of placement on the teacher performance rubric shall be held within fifteen (15) days after each formal observation. Conversation will be based upon the Teacher Performance Evaluation observation rubric. Following the post-observation conference for the first formal holistic observation, the teacher and evaluator shall identify 2 or 3 areas from the teacher performance evaluation rubric identified for growth. At the post-observation conference, teachers may provide additional evidence to the evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
- 3) A teacher may request a formal observation at any time in addition to those required by this procedure.

10. Walkthroughs

- a. A walkthrough is an informal observation that focuses on not more than two (2) of the following domains.
 1. Focus for Learning
 2. Knowledge of Students
 3. Classroom Environment
 4. Assessment of Student Learning
 5. Lesson Delivery
 6. Professional Responsibilities
- b. The walkthrough shall not exceed fifteen (15) consecutive minutes in duration.
- c. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
- d. Feedback from walkthroughs shall be provided electronically on the next teacher work day following the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

11. High Quality Student Data (HQSD)

- a. Each educator being evaluated shall use 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 one (1) source of HQSD.
- b. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials may be purchased, and all affected staff shall be trained on utilization of the assessment. When a vendor assessment is needed, information will be provided to teachers so that input can be communicated to administration.
- c. HQSD shall be used as evidence in any component of the teacher's evaluation in accordance with the rubric as developed by ODE. -
- d. No Evaluation Factor shall be impacted by student performance on an assessment except under the domains of Focus for Learning, and Assessment of Student Learning in the teacher performance evaluation rubric.

12. Finalization of Evaluation

a. Written Report

- 1) Before the evaluation cycle is final, and not 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.

b. Completion of Evaluation Cycle

- 1) The evaluation cycle shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- 2) The evaluator shall note evidence from the teacher's current evaluation cycle to complete the final holistic performance rating
- 3) The evaluation cycle rating shall be based upon a preponderance of the evidence, assessed in a holistic manner. All evidence of

performance of teacher practice will be collected, must be factual, and documented.

- 4) The evaluation report shall be signed and pinned by the evaluator. The evaluation report should then be signed and pinned by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature and pin should not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- 5) The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

c. Data Reporting

- 1) The Board will utilize the OhioES system in the teacher evaluation process under of the Ohio Department of Education's reporting system unless or until such time as either the legislature or a court of competent jurisdiction has altered the position of OhioES not responding to public records requests of information stored by that system.
- 2) In such eventuality, the Board agrees to immediately move to report "Only the Final Summative Rating of Teacher Effectiveness" to OhioES.
- 3) In addition, the parties agree to meet annually to review the status of the public records position of OhioES , vis-à-vis the viability of its continuing to prevent access to teacher records other than at the local level.

d. Response to Evaluation

- 1) The teacher shall have the right to respond in written or electronic format to the evaluation final holistic rating and to have it attached to the evaluation report to be placed in the teacher's personnel file.
- 2) A copy of the evaluation, signed by both parties, shall be provided to the teacher.

13. Professional Development – Professional Growth, Improvement Plans, and Improvement Pathway

a. The professional growth plan shall include the following components:

- 1) Identification of area(s) for future professional growth;
- 2) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, including a review of Board-approved and funded options, if applicable; and
- 3) Outcomes that will enable the teacher to increase student learning and achievement.
- 4) A teacher may use his/her Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license

b. The improvement plan shall include the following components:

- 1) Specific statement of concern related to the Ohio Standards for the Teaching Profession.
- 2) Specific goal to improve performance on the Ohio Standards for the Teaching Profession.
- 3) Specific, measurable action plan and instructional practices to be observed;
- 4) Specific, evidence-based resources, and assistance to be provided;
- 5) Clearly articulated timelines for the completion of the plan; and
- 6) Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,
- 7) Shall utilize the contents for the improvement plan that is reflected in the attached form to this agreement as Appendix N that will be in OhioES.

c. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth. Teachers rated accomplished or who have the professional growth plan shall include the components listed in 14,a.

- 2) Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator. The professional growth plan shall include the components listed in 14, a.
 - 3) Teachers whose evaluation rating is Developing shall develop a professional growth plan guided by their evaluator, pursuant to the terms of this agreement.
 - 4) Teachers whose final holistic evaluation rating is Ineffective shall develop a professional improvement plan guided by their assigned evaluator, pursuant to the terms of this Agreement.
- d. Professional growth and improvement plans shall be aligned to the Teacher's most recent evaluation and, include components of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965," as amended.
 - e. No Improvement Plan or Professional Growth Plan will have more than two (2) goal statements which are aligned to the Teacher Performance Evaluation Rubric.
 - f. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.
 - g. Remediation of Deficiencies Identified During Observations–Improvement Pathways
 1. Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All deficiencies identified by the evaluator using the teacher performance evaluation rubric shall be evidence based, compiled, and reported in writing and documentation shall be provided to the teacher at the post-observation conference.
 2. The evaluator involved shall make written recommendations using the teacher performance evaluation rubric-for the purpose of remediation of identified deficiencies.

3. If the evaluator determines a pathways plan is needed, the evaluator and teacher shall mutually develop a written improvement pathway for remediation of identified deficiencies which will be provided to the teacher. (Improvement pathway form attached as Appendix N)
 4. The improvement pathway, as outlined in this section shall include:
 - a. An Improvement Statement identifying specific area(s) for improvement as related to Ohio Standards for the Teaching Profession;
 - b. Sufficient, specific timelines, as to allow the improvement to a desired measurable level of performance. A desired level of performance will be defined as advancement to the next level of the OTES rubric.
 - c. A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement pathway.
 - d. A description of educational supports and/or opportunities for professional development, including a review of Board- approved and funded options, if applicable, needed to improve the identified area(s).
 5. If an improvement pathway is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the teacher evaluation-~~process~~ cycle for the remainder of the school year. An improvement pathway for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
 6. If an improvement pathway is developed after March 1, the plan shall be continued into the next school year.
15. Due Process
- a. Teachers who provide evidence that identifies errors with, HQSD, data collection or calculation, collection and/or alignment of evidence to the educator standards, and/or the evaluation rating shall be permitted to request a meeting in the following order to address the concern: the evaluator, Director of Instruction, and the Superintendent. The Association President will be notified if a meeting is scheduled with the Director of Instructor and/or the Superintendent.
 - b. A teacher shall be entitled to Association representation at any conference held during this procedure.

- c. Any violation of either procedural or substantive due process shall be addressed through the grievance procedure.

16. Non-OTES Members

Bargaining unit members who spend less than fifty percent (50%) of their time in teaching students shall follow the evaluation system established in the 2012-2013 agreement.

Section 2. The Parties further agree to modify Appendix N to the Negotiated Agreement (“Teacher Performance Evaluation Rubric and OTES Evaluation Forms”) by replacing any outdated performance evaluation rubric language and/or OTES evaluation forms with updated forms to reflect the requirements set forth under OTES 2.0 and the Negotiated Agreement.

Section 3. The Parties understand and agree that the terms of this MOU shall prevail over any contrary terms in the Negotiated Agreement. All other provisions in the Negotiated Agreement, including but not limited to portions of Article IV, Section J of the Negotiated Agreement (“Observation/Evaluation – OTES Teachers”) not herein revised, shall remain in full force and effect as written through August 14, 2022, and the Parties acknowledge that any subsequent changes to the Negotiated Agreement or any successor agreement must be accomplished through bargaining in accordance with Ohio law.

Section 4. This MOU constitutes the entire agreement between the Board and the Association regarding the issues contained herein and is subject to ratification by the Board and the Association.

FOR THE ASSOCIATION:

Date: _____

Shelly Barton, President
Galion Education Association

FOR THE BOARD:

Date: _____

Jennifer Allarding, Superintendent
Galion City School District