

Memorandum of Understanding
Ohio Teacher Evaluation System Pilot

This Memorandum of Understanding is entered into by and between the **Galion City Schools** Board of Education (Board) and the **Galion Education Association** (Association) this 4th day of June, 2019.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from **August 15, 2019** through **August 14, 2022**.

WHEREAS, the parties have entered into certain agreements with regard to participation in the Ohio Teacher Evaluation System (OTES) for the 2019-2020 that affects the Association and, in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current CBA and Board Policy as set forth hereinafter, and further intend that all remaining sections of the CBA and Board Policy that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter.

Pilot Team

- The teacher participants on the Pilot Team required by the Ohio Department of Education (ODE) shall be selected by the Association President.
- The Pilot Team shall meet at least once per month, during the workday, to review the implementation of OTES, address concerns and questions of participants, and develop recommendations for participation at the ODE Regional training.
- All participants on the Pilot Team shall be released, without loss of pay or use of other leaves, to fully participate on the team.
- **Any Committee work performed outside of the contractual work day will be paid at the agreed upon contractual rate (See Article X(G) of the Agreement).**

OTES Pilot Implementation Committee (OPIC)

The Joint Evaluation Committee will serve as the OTES Pilot Implementation Committee for purposes of the Pilot period (2019-2020)

- The **Joint Evaluation Committee** shall meet **following the ODE Regional Pilot Team trainings to share** information and guidance ~~to from and with~~ the Pilot team.

Application

- All bargaining unit members who are required to be evaluated during the 2019-2020 school year shall participate in the OTES Pilot.
- The following individuals shall not be required to participate in the OTES Pilot:
 - Bargaining unit members who submit notice of retirement and said notice is accepted by the Board on or before December 1, 2019, or;
 - Bargaining unit members who are on leave for at least fifty percent (50%) of the school year.
 - Bargaining unit members not working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 or anyone who spends less than fifty percent (50%) of their time providing student instruction
- **The following individuals shall not be required to be fully evaluated under the OTES pilot, but must have the required off year partial evaluation.**
 - **As long as they met the student growth criteria** bargaining unit members who **are caring over their** Accomplished rating from their 2017-2018 **full evaluation**, or from their 2018-2019 **full evaluation**.
 - **As long as they met the student growth criteria** bargaining unit members who **are caring over their** Skilled rating **from** their 2018-2019 full evaluation.

Data

- Any bargaining unit member who is a participant in the OTES Pilot, shall use High Quality Student Data (HQSD), including Value-Added Measures (VAM). No pilot participant shall utilize student learning objectives (SLO's), shared attribution, or other non-HQSD sources of student performance data in their evaluation cycle.
- The performance of students on any test shall only ~~not~~ be used in accordance with the rubric as developed by ODE.
- The teacher's use of HQSD shall serve as evidence of their knowledge of the students to whom they provide instruction, the use of differentiated instruction practices, assessment of student learning, and use of assessment data to inform their instruction.

Observations

- The Board shall perform two (2) formal observations for each participant in the Pilot. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.

- The Board shall perform a minimum of three (3) formal observations during the 2019-2020 school year if the board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply as outlined above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference.
- A pre-observation conference to discuss the focus of the observation and expectations ~~shall may be waived occur~~ between the evaluator, ~~and the teacher~~. **If a pre-observation conference occurs, it shall be between the evaluator, the teacher and association representative (if applicable).**
- A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than **fifteen (15)** days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation.
- The evaluator shall provide the teacher with copies of all written and electronic documentation including, but not limited to, notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs, including all data uploaded into OhioES.

Walkthroughs – in accordance with current Collective Bargaining Agreement.

General

- The summative evaluation ratings for Pilot participants shall be given the same weight and consideration as the ratings of those not participating in the Pilot. This includes, but is not limited to, the interpretation and application of all provisions of the CBA, Board policies, and all other terms and conditions of employment.
- Should a provision of Ohio Revised Code be enacted that allows the summative evaluation rating of a pilot participant to be excluded from retention and promotion decisions and for the removal of poorly performing teachers, **the Parties will revisit the terms of this Memorandum of Understanding for purposes of addressing any inconsistencies between the terms of this MOU and any such changes to Ohio Revised Code.**
- A teacher shall be entitled to association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.
- Failure by the Board to adhere to any timeline or condition established in this agreement shall **be addressed through the grievance procedure.**
- Unless specifically altered in this agreement, all provisions of the current CBA shall apply with respect to the evaluation of participants in the Pilot.

The terms of this MOU shall take effect July 1, 2019, subject to ratification by the parties and notice from the Ohio Department of Education that the Board is a participant in the OTES Pilot.

The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

This MOU shall automatically expire on June 30, 2020 unless the parties specifically extend the term in writing prior to June 30, 2020.

For the Association

For the Board of Education

BY: _____

BY: _____