

MEMORANDUM OF UNDERSTANDING
Between the
Norton City School District Board of Education
and the
Norton Classroom Teachers Association

This Memorandum of Understanding is entered into by and between the Norton City School District Board of Education and the Norton Classroom Teachers Association to amend Article 5.05 – “Teacher Evaluation” of the Negotiated Agreement between the parties, effective July 1, 2013 through June 30, 2016. The parties hereby agree to delete Article 5.05 of the Negotiated Agreement as currently written, and replace it with the following:

ARTICLE V – INDIVIDUAL RIGHTS

* * *

5.05 TEACHER EVALUATION

The evaluation procedure may be grieved for procedural processes only.

A. GENERAL PROVISIONS

1. The primary purpose of evaluation of teachers shall be to promote professional growth and improved instruction, and therefore to provide a more effective learning opportunity for students.
2. The objectives of evaluation are:
 - a. To identify outstanding job performance and reinforce areas of strength.
 - b. To identify any areas which need strengthening in the teacher’s assigned area of responsibility.
 - c. To assess the performance of teachers for the purpose of recommending contract and employment status.

3. Evaluations must be completed by the principal or assistant principal of the building to which the teacher is primarily assigned, or by the employee's immediate supervisor in any year in which the teacher's contract expires. In non-contract years, Administrators employed by the District holding Administrative licenses and OTES credentials may evaluate teachers. A teacher whose most recent rating was Accomplished may choose a qualified District Administrator for summative evaluation.
4. It is recommended that building principals not wait until formal in-class observation has been conducted if it is felt that a teacher has weaknesses that should be eradicated immediately. Such weaknesses should be pointed out immediately and orally.

B. EVALUATION PROCEDURES

1. A teacher shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix D-5 of this Contract.
2. All observations shall be at least thirty (30) minutes in length. There shall be at least two (2) student days between observations. When observations are being held during successive classes or on successive school days, they shall be considered a single, continuing observation.
3. Observations shall not occur the day before or after the Thanksgiving, spring, or winter breaks.
4. It is recommended that advanced notice of observations be given. Such notice is not mandatory but must comply with provisions set forth in Section D regarding the observation schedule.
5. The written summative evaluation shall be presented to the teacher in a conference within fifteen (15) days of the last observation, provided that the teacher has been in attendance during that period. Written evaluations will be signed by the teacher to acknowledge completion of the process and shall not be construed as the teacher's agreement with the evaluation. If the teacher refuses to sign the evaluation, it shall be noted by the evaluator and teacher (or offered to the teacher who refuses to sign).
 - a. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the post-observation conference. The evaluator may consider this as evidence of student learning or evidence to support the teacher's performance.
 - b. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.

- c. No evidence shall be collected by electronic monitoring or recording (audio or video) devices unless mutually agreed upon.
6. The professional growth plan or improvement plan shall include specific recommendations regarding improvements needed and the means by which the teacher may obtain assistance in making such improvements.

C. EVALUATION SCHEDULE

1. The teacher shall complete the Professional Growth Plan Form by October 1st (Appendix D-2).
2. Teachers shall be evaluated annually through two (2) formal observations, as well as informal observations and/or walkthroughs.
3. Each teacher who received a rating of Accomplished, based on the administrator's combined observation and a four (4) or five (5) on the SGM, shall be evaluated once every two (2) school years.

D. OBSERVATION SCHEDULE

1. Pre-observation conferences will be held face-to-face unless mutually agreed upon. The pre-observation conference may be waived by mutual agreement of the parties.
2. Teachers shall be observed formally twice during the school year. The first formal observation shall occur no later than January 15; the second formal observation shall occur no later than May 1. Observations may occur from one (1) to five (5) days after the pre-observation conference and will be conducted by the same evaluator unless mutually agreed upon.
3. A teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to Section 3319.11 of the Revised Code must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this Article.
4. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.
5. A post-observation conference shall occur within fifteen (15) workdays of the formal observation.

E. SUMMATIVE EVALUATION

1. Ineffective
Developing
Skilled
Accomplished
2. Evaluation shall be calculated utilizing the following Rubric Weighting:

Ineffective – 1
Developing – 2
Skilled – 3
Accomplished – 4

Ten standards – average of total points for all standards:

1.0	--	1.5	Ineffective
1.6	--	2.5	Developing
2.6	--	3.5	Skilled
3.6	--	4.0	Accomplished

F. EVALUATION FORMS

The evaluator will utilize the approved forms.

Self Assessment Summary Tool (optional) (Appendix D-1)
Professional Growth Plan (Appendix D-2)
Improvement Plan (when needed) (Appendix D-3)
IP/Evaluation of the Plan (Appendix D-4)
Teacher Performance Review (Appendix D-5)
Walkthrough (optional Administration decision) (Appendix D-6)

G. STUDENT GROWTH EVALUATION

1. Student growth measure percentages for teachers shall be as follows:

Teacher Category*	% Value-Added	% Vendor Assessment**	% Student Learning Objectives (SLOs)	% Shared Attribution
A1	50%	0%	0%	0%
A2	50%	0%	0%	
B	0%	50% (Grades 1, 2, 3)	50%	
C	0%	0%	50%	

*Teacher Categories, A, B, and C are defined by the Ohio Department of Education.

*Only available for grades one (1) and two (2) for the 2013-2014 school year.

H. COMPLETION OF SUMMATIVE EVALUATION

1. A copy of the final evaluation report that includes teacher performance rating shall be given to the teacher at the final post-observation conference and must be completed no later than May 10th.
2. A teacher shall be entitled to Association representation at any conference held during the evaluation process.

I. IMPROVEMENT PLAN SPECIFICS

1. Improvement plans will be prepared after a teacher has received an evaluation rating of "Ineffective."
2. The Board agrees to pay for costs of remediation activities prescribed in the improvement plan.
3. After a teacher has been given an improvement plan, the Board will provide a reasonable amount of time for the teacher to make improvements.

J. NORTON EVALUATION COMMITTEE

1. The Association and the Board agree to create a joint Norton Evaluation Committee whose charge will be to create and revise, as necessary, the policy procedures, instrument, and forms for teacher evaluation.
2. Norton Evaluation Committee shall consist of six (6) members:
 - a. Three (3) appointed by the Association President
 - b. Three (3) appointed by the Superintendent
3. The Committee will provide oversight of the OTES program and make recommendations to the parties regarding OTES and any employee compensation related to same.
4. All recommendations for changes in the evaluation system made by the Norton Evaluation Committee shall be submitted to the Association and the Board for approval.

K. SHARED ATTRIBUTION

Teachers who have no Student Growth Measure (SGM) data available will be assigned the district value added rating. (Teachers with fewer than the minimum class size of six students.)


L. SLO COMMITTEES

1. The SLO Committee shall consist of:
 - a. Elementary – one (1) teacher per building
 - b. Middle School – three (3) teachers
 - c. High School – three (3) teachers
 - d. Two (2) Administrators
2. One (1) person from each school shall act as chairperson for the purpose of collection of SLOs, preparation for Submission for Approval meetings, and building support for teachers.
3. SLO Committee members shall be selected by mutual agreement of the Superintendent and Association President.
4. Each teacher committee member shall receive a stipend of Five Hundred Dollars (\$500.00).

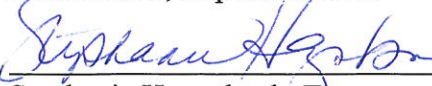
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In WITNESS WHEREOF this Memorandum of Understanding is entered into on the ____ day of December, 2014.


Board President



David Dunn, Superintendent



Stephanie Hagenbush, Treasurer



NCTA President