

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**Pickerington Local Board of Education**  
**and the**  
**Pickerington Education Association**

This Memorandum of Understanding (“MOU”) is entered on September 15, 2020, by the Pickerington Local Board of Education (hereinafter referred to as “the Board”) and the Pickerington Education Association (hereinafter referred to as “the Association” or “PEA”).

WHEREAS, the Board and PEA are parties to a Master Agreement that is effective June 30, 2018 through June 30, 2021; and

WHEREAS, the Board and PEA wish to enter into this MOU to address evaluation procedures for Association members.

NOW, THEREFORE, the Board and the PEA hereby agree as follows:

**ARTICLE**



**UNIT MEMBER EVALUATION**

Purpose

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional development of teachers.
  2. To inform instruction.
  3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

- A. The teacher evaluation procedure contained in this Agreement applies to “Teachers” as defined in ORC 3319.111.
1. The District Transformation Team should recommend procedures and forms to evaluate the performance of people who are not subject to the OTES evaluation system. These individuals will be provided with the same evaluation ratings in their system as the teachers who are impacted by OTES.
- B. The District shall not conduct an evaluation for any teacher who:
1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
3. The District may choose to not conduct an evaluation of a teacher who is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators; (Year 3 resident educators only)

#### Evaluators

- A. It is the intent of the Board to utilize credentialed evaluators who are under contract with the Board pursuant to ORC sections 3319.01 or 3319.02 and who hold a certificate/license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist or supervisor to conduct Teacher evaluations and shall be credentialed at the time of any walkthrough, observation, or evaluation.

#### PROFESSIONAL DEVELOPMENT

- A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to allocate district financial resources to support professional development needs as informed by evaluation results.
- B. No later than October 15 of each year, the Board shall provide updates on the components of the teacher evaluation procedure, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).
- C. Evaluators
  1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be credentialed through the process determined by ODE.

#### **I. EVALUATION STRUCTURE AND PROCEDURES**

##### Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Educator Standards (or aligned standards) and Teacher Performance Evaluation Rubric.

- A. The person who is responsible for assessing a teacher's performance shall be:
  1. A teacher whose schedule reflects a fifty percent split between two buildings or department may choose his/her evaluator unless an improvement plan has been established in the previous school year. Other teachers who split time in buildings or departments will be evaluated by the credentialed evaluator in the building in which the majority of their time is spent. Related Arts teachers will

be evaluated on an alternating basis within the buildings they serve unless an improvement plan has been established in the previous school year.

2. Not later than October 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 electronically or in writing of the name and position of his or her evaluator.

B. Teachers shall be evaluated on his or her work performance based on the evidence provided by the teacher, on the observations of the teacher by the teacher's assigned evaluator and walkthroughs.

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 performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

E. In implementing the Teacher Performance Evaluation Rubric, the District shall conduct all evaluations so as to observe the legal and constitutional rights of teachers. No information collected by video or audio devices.

F. For the 2020-21 school year, All observations and/or walk-throughs will take place in-person for unit members with the exception of anyone who is assigned to teach 100% remotely. Any unit member approved by Human Resources to work 100% remotely can be evaluated virtually without the use of a recording device.

G. For the 2020-21 school year, If the District moves to a completely remote learning model for students where teachers are offering instruction remotely, observations and/or walkthroughs for teachers can be conducted virtually without the use of a recording device except where teachers are providing instruction virtually or in-person within the school building, observations and/or walkthroughs will be conducted in person by their evaluator.

#### Schedule for Evaluation

A. No teacher shall complete the evaluation cycle more than once annually.

B. The evaluation cycle shall be completed no later than the first day of May, or as established by law and the teacher being evaluated shall receive a written report (or electronic) of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May or as established by law.

C. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, a minimum of three formal observations shall be conducted 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 3319.11.

D. Teacher categories for annual evaluation cycle.

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> <li>• Developing teachers from previous observation cycle</li> <li>• Ineffective teachers from previous observation cycle</li> <li>• New employees to the district</li> <li>• Accomplished teachers once every three years</li> <li>• Skilled teachers once every two years</li> </ul>	<ul style="list-style-type: none"> <li>• Accomplished teachers from previous evaluation cycle</li> <li>• Skilled teachers from previous evaluation cycle</li> </ul>

A. Components of evaluation cycle:

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> <li>• Professional growth or improvement plan;</li> <li>• Formal Holistic Observation followed by conference</li> <li>• Classroom Walkthroughs</li> <li>• Formal focused Observation-Emphasis on Focus area(s)</li> <li>• Final summative conference</li> </ul>	<ul style="list-style-type: none"> <li>• Professional growth plan;</li> <li>• One thirty (30) minute focused observation;</li> <li>• One conference; with discussion on PGP</li> </ul>

Less Frequent Evaluation Cycle (reference chart in Schedule for Evaluation letter E above)

1. One focused observation shall be conducted. An observation shall last a minimum of thirty (30) continuous minutes.
2. A unit member shall not be observed the day prior to a holiday, any break from scheduled school days (excluding weekends), or within two (2) working days of his/her return when the unit member has had an extended absence of three (3) or more days.

Observation Conference

1. Upon agreement by both the teacher and the evaluator, teachers who are rated accomplished or skilled may elect to schedule a pre-conference, post-conference or both.
2. If a post-conference is elected a post-observation conference may be scheduled within 10 working days following the informal observation unless both parties mutually agree to an extension. At the post-observation conference teachers shall be provided documentation of one (1) area of reinforcement (i.e. a strength) and one (1) area of refinement (i.e. area in need of growth) through evidence, in alignment with the education standards.

Teachers shall be given the opportunity to provide additional evidence during this conference.

3. If requested, the evaluator shall provide the teacher copies of all written documentation including but not limited to: notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

### Full Evaluations Cycle

1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. One (1) formal holistic Observation and one (1) formal focused observation – emphasis on focus area(s).
2. The first formal observation shall be completed by the day prior to winter break. The second formal observation shall be completed by dates recommended by the District Transformation Team and in accordance with ORC.
3. A unit member shall not be formally observed the day prior to a holiday, any break from scheduled school days (excluding weekends), or within two (2) working days of his/her return when the unit member has had an extended absence of three (3) or more days.

#### B. Observation Conference

1. Upon agreement of both the teacher and the evaluator, may elect to schedule a pre-conference.
2. A post-observation conference shall be held after each holistic formal observation. The post observation conference shall take place within ten (10) working days following the formal observation unless both parties mutually agree to an extension. At the post-observation conference teachers shall be provided documentation of one (1) area of reinforcement (i.e. a strength) and one (1) area of refinement (i.e. area in need of growth) through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide additional evidence during this conference.
3. If requested, the evaluator shall provide the teacher copies of all written documentation including but not limited to: notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

### Walkthroughs

- A. A walkthrough is a formative ~~written~~ assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:
  1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;

5. Classroom environment;
6. Student engagement;
7. Assessment;
8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. A walkthrough is a formative written assessment at least five (5) continuous minutes, but not more than (20) continuous minutes in duration.

C. The teacher shall be provided a copy of the completed walkthrough form, including all scripted and anecdotal documents relative to the walkthrough within seven (7) workdays.

D. A minimum of two (2) walkthroughs shall be included in each annual formal evaluation cycle.

E. Any teacher may request up to one (1) additional walkthrough.

#### **HIGH QUALITY STUDENT DATA (HQSD)**

A. All evaluations 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 one (1) source of HQSD.

B. 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.

1. All new vendor assessments shall be piloted prior to being used as a source of HQSD, subject to the following;

- a. Participation in the pilot is voluntary.
- b. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.
- c. Teachers participating in the pilot shall be provided release time to train, meet, and reflect on the vendor assessment each year of the pilot.
- d. The Transformation Team shall provide a recommendation whether to implement the vendor assessment as a HQSD to the Superintendent and Association President.

B. 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.

C. No Evaluation Factor shall be impacted by student performance on a test or tests.

### Extension of Timelines

Any timelines in this Article shall be modified in writing if any step in the evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable due to absence, approved leave, calamity days, or upon mutual agreement of the parties. The step in the evaluation procedure shall be completed within the same amount of time that the teacher and/or evaluator was unavailable due to absence or approved leave.

### Finalization of Evaluation Cycle

#### A. Summative Rating and Reports

1. The summative evaluation rating shall be assessed in a holistic manner and aligned to the Ohio Educator Standards and OTES 2.0 Framework.
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies.
3. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent not later than dates in compliance with ORC.
4. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing that the teacher is not making progress on their professional growth plan.
5. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing that the teacher is not making progress on their professional growth plan.

### Professional Growth and Improvement Plans

#### A. 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.
2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.
3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator.
4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator.

5. Teachers placed on an Improvement Plan due to deficiencies in an individual component of the evaluation system shall develop a professional improvement plan with their evaluator.

B. 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.

C. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

D. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;
2. Specific, evidence-based resources, and assistance to be provided;
3. Clearly articulated timelines for the completion of the plan; and
4. A description of the specific supports that will be provided as well as opportunities for professional development.
5. In the event that a unit member and evaluator are unable to agree on the evaluator's expectations for the improvement plan and after conferencing with the evaluator, the unit member may request a conference with the evaluator, PEA president/designee and superintendent/designee to resolve the issue(s).

E. Teachers will submit their required portions of the professional growth and improvement plans not later than the final contractual workday. With new hires, the professional growth plan shall be written and submitted by October 15, or if the hire date follows October 15, within thirty days (30) of employment.

#### Instructional Coach or Trained Resident Educator Mentor for Teachers on an Improvement Plan

- A. The District may provide teachers under an improvement plan with an Instructional Coach or trained Resident Educator Mentor, who is not the credentialed evaluator. The Instructional Coach or trained Resident Educator Mentor may be provided release time to allow for meetings, observations, and/or any other direct mentoring activities.
- B. Role of Instructional Coach or trained Resident Educator Mentor.
  1. The Instructional Coach or trained Resident Educator Mentor must have continuing contract status with PLSD.
    - a. Instructional Coach or trained Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.



- b. Instructional Coach or trained Resident Educator Mentor does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
- c. An Instructional Coach or trained Resident Educator Mentor may be granted release time for direct mentoring activities. Approved release time shall be separate from any other release time covered under this Master Agreement and shall be coordinated by the building administrator.

## 2. Protections

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as Instructional Coach or trained Resident Educator Mentor shall not be part of that staff member's evaluation.
- b. An Instructional Coach or trained Resident Educator Mentor shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. To the extent permitted by law, Instructional Coach or trained Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. At any time, the Instructional Coach or trained Resident Educator Mentor or the teacher may exercise the option to have a new mentor teacher/instructional coach assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher/instructional coach or the teacher. This option may be exercised one time with administrative approval by the mentor teacher/instructional coach or the teacher on the improvement plan.

## II. RESPONSE TO EVALUATION

The teacher shall have the right to make a written response to the summative evaluation rating form and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

### Due Process

- A. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of the possibility of non-renewal or termination.
- B. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance within twenty (20) days, as defined in Article 42, of the act or omission that gives rise to the grievance.

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### Transformation Team

The Association and the Board agree to maintain the District Transformation Team which includes an Evaluation Development Committee (currently known as the OTES subcommittee) and High Quality Student Data Committee.

#### A. Purpose

The purposes of the committees are to regularly review and recommend policies, procedures and processes, including, but not limited to the evaluation instrument(s), for the evaluation of teachers in the District and to regularly review and recommend policies, procedures and processes, associated with but not limited to the selection, development and implementation of HQSD ~~student growth measures~~.

#### B. District Transformation Team Composition

1. The District Team shall be comprised of an equal number of Association members appointed by the Association president and an equal number of members appointed by the Superintendent or his/her designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend Team meetings.
2. Team members shall be representative of various grade levels, specialty areas, and programs from each building within the District.

#### C. Committee Operation

1. Each committee of the District Transformation Team shall be chaired jointly by the Association President or designee and the Superintendent or designee. The co-chairpersons will develop agendas jointly.
2. Members of the respective committees will receive training in all aspects of the teacher evaluation framework including but not limited to: ~~SLOs~~, HQSD, Value Added, ~~shared attribution~~, linkage and the Ohio Standards for the Teaching Profession no later than the three (3) months after their appointment to the committee and at least once every three (3) years thereafter. The Board shall pay all training expenses.
3. The District Transformation Team will hold an organizational meeting in August of each new school year and establish by mutual agreement a meeting calendar for the year, tasks for each committee to complete, and timelines for the completion of specific tasks.

4. All recommendations of the committee will be achieved by consensus. These decisions and recommendations will be distributed electronically to the full District Transformation Team within five (5) workdays.
5. Members of the committee will receive release time for approved committee work and training. Any approved committee work performed outside of the contractual workday will be paid in accordance with Article 31, Instructional Duties Beyond Day/Year.
6. The committee may establish sub-committees to assist with their work. The District Transformation Team co-chairs, Superintendent/designee and the Association President/designee, will jointly appoint sub-committees.
7. The District Transformation Team and/or its committees shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as deemed appropriate for the Transformation Team. The cost, if any, of any approved consultants shall be borne by the Board.

D. Authority

1. The District Transformation Team and/or any of its committees shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
1. In the event of legislative action by the Ohio General Assembly that occurs after this Master Agreement becomes effective, that impacts teacher evaluations, and that requires modification to this Agreement to conform to the new statute, the parties to this Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Agreement. The interim bargaining procedure, per Article 43, outlined in this Master Agreement, shall be utilized.

The parties agree that this agreement expires on June 30, 2021.

**For the PEA**

  
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**Heather Tinsley, PEA President**

**For the BOARD**

  
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**Board President or Superintendent**