

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NORTHWEST LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE NORTHWEST ASSOCIATION OF EDUCATORS

This Memorandum of Understanding is entered on this ___ day of June 2021, by and between the Northwest Association of Educators and the Northwest Local School District Board of Education (hereinafter the “Board”).

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2021 through June 30, 2024 (hereinafter referred to as the “Agreement”); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Parties wish to also address how bargaining unit members who are “teachers” or “school counselors” as defined by R.C. 3319.111 and 3319.113, respectively will be evaluated under the Board’s OTES/OSCES Evaluation Policy(ies); and

WHEREAS, the Board and the Association also desire to expand upon the process contained in Article 3.1602 of the Agreement.

IT IS NOW THEREFORE AGREED as follows:

1. The Board and the Association agree to the following:
 - a. All teachers, as defined by ORC 3319.111, and all school counselors as defined by Ohio Revised Code section 3319.113 shall be evaluated in accordance with the Board adopted evaluation policy, the terms of Article 3.1602 and any Memoranda of Understanding executed by the parties.
 - b. All members not defined as teachers or school counselors by the Ohio Revised Code shall be evaluated in accordance with Article 3.1602. All timelines, frequency, length, and number of observations for non-statutory teachers shall be the same as statutory teachers.
 - c. Regardless of whether the evaluation is completed pursuant to Board Policy, a memorandum of understanding or Article 3.1602, the evaluation schedule shall be applicable provided the teacher or school counselor is present and working and available to be evaluated and observed. The Board shall make reasonable attempts to meet the evaluation timeline. If the teacher or school counselor is on leave and unavailable to be observed or evaluated, then the timelines do not have to be

followed and the Board is excused from its obligations hereunder. Failure to complete the evaluations and/or observations due to the absence of the teacher or school counselor shall not prohibit the Board from non-renewing the member's employment contract, and the failure to evaluate and/or observe the member shall not be grounds for setting aside the non-renewal.

- d. Any complaints regarding an alleged violation of the evaluation process set forth in this memorandum of understanding executed by the parties shall be subject solely to the grievance procedure and it is intended that this provision supersedes any evaluation requirements set forth in Ohio Revised Code section 3319.11.
- e. Evaluation Rating: The final holistic evaluation rating that is assigned to a teacher during an evaluation cycle shall be "Accomplished," "Skilled," "Developing," or "Ineffective," unless otherwise amended by the Ohio Department of Education and/or the Ohio legislature. The specific criteria for each rating are determined by the Ohio Department of Education. A teacher's final holistic evaluation rating is not grievable.
- f. Growth / Improvement. Based upon the results of the teacher evaluation rating, each teacher will either develop or be placed on a Professional Growth Plan or Professional Improvement Plan. Nothing herein shall prevent the Administration from placing any teacher on an improvement plan at any time based upon any noted deficiencies. Nothing herein shall prevent the Administration from placing a teacher on an improvement plan even if the teacher has a previously created Professional Growth Plan or Professional Improvement Plan.
- g. Schedule for Evaluation
 - i. No teacher/counselor shall be evaluated more than once annually. The principal and teacher/counselor may extend the timelines by mutual agreement to accommodate calamity days and days of absence.
 - ii. In the year when a teacher's/counselor's limited contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. A formal observation shall last a minimum of thirty (30) minutes.
 - 1. The first formal observation shall be preceded by a conference between the evaluator and the teacher/counselor at least one (1) day prior to the observation in order for the teacher/counselor to explain plans and objectives for the class which will be observed.

2. All post-observation conferences shall be held between the evaluator and the teacher/counselor after the observation.
3. The timeline for teacher/counselor's being observed three (3) times shall be:
 - a. First (1st) post-observation conference held on or before the first day of Winter Break
 - b. Second (2nd) post-observation conference held on or before the first day of Spring Break
 - c. Third (3rd) post-observation conference held on or before May 1st

Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher/counselor and a conference shall be held between the teacher/counselor and the evaluator.

- iii. In any year when a teacher/counselor's contract does not expire, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation shall be preceded by a conference between the evaluator and the teacher/counselor at least one (1) day prior to the observation in order for the teacher/counselor to explain plans and objectives for the class which will be observed.

1. All post-observation conferences shall be held between the evaluator and the teacher/counselor after the observation.
2. The timeline for teacher/counselor's being observed two (2) times shall be:
 - a. First (1st) post-observation conference held on or before the first day of Winter Break
 - b. Second (2nd) post-observation conference held on or before May 1st

Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher/counselor and a conference shall be held between the teacher/counselor and the evaluator.

- iv. Any teacher under a continuing contract by the Board and who receives a rating of “Accomplished” on the teacher’s most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan (as defined in Policy) to the evaluator and the evaluator will determine if the teacher is making progress on the plan. In any year a teacher is not formally evaluated as a result of receiving an “Accomplished” rating on that teacher’s most recent evaluation, that teacher shall receive one off cycle observation and a post conference. Any teacher on an off-cycle year may be returned to the cycle at any time based upon any noted deficiencies in any individual component of the evaluation system.
- v. Any teacher under a continuing contract and who receives a rating of “Skilled” on the teacher’s most recent evaluation shall be evaluated once every two (2) years. The teacher will be required to submit a self-directed professional growth plan (as defined in Policy) to the evaluator and the evaluator will determine if the teacher is making progress on the plan. In any year a teacher is not formally evaluated as a result of receiving a “Skilled” rating on that teacher’s most recent evaluation, that teacher shall receive one off cycle observation and a post conference. Any teacher on an off-cycle year may be returned to the cycle at any time based upon any noted deficiencies in any individual component of the evaluation system.

h. Retention / Promotion decisions.

- i. Removal of poorly performing teachers will be in accordance with nonrenewal and termination statutes of the Ohio Revised Code and/or relevant provisions of the Collective Bargaining Agreement in effect.
 - ii. Nothing in this Memorandum of Understanding will preclude the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Association.
- 2. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.
 - 3. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representative of the NORTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the NORTHWEST ASSOCIATION OF EDUCATORS have executed this Memorandum on the dates opposite their signatures.

NORTHWEST LOCAL SCHOOL DISTRICT

Board President Date

NORTHWEST ASSOCIATION EDUCATORS

Association President Date