

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **FINNEYTOWN EDUCATION ASSOCIATION** ("Association").

**WHEREAS**, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2022 through July 31, 2025;

**WHEREAS**, the Board of Education is responsible for a standards-based teacher evaluation policy and school counselor evaluation policy which conforms to the framework for evaluation of teachers and counselors as approved by the State Board of Education;

**WHEREAS**, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") and the Ohio School Counselor Evaluation System ("OSCES") during the 2022- 25 school years;

**NOW, THEREFORE, BE IT AGREED** upon by the Board and the Association as follows:

1. For the 2022-25 school years, the Board and the Association agree to implement OTES and OSCES in place of the current Collective Bargaining Agreement Evaluation System (Article 3.10) for all members who meet the definition of "teacher" or "counselor" in Ohio Revised Code sections 3319.111 and 3319.113, respectively.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications to any of the attached documents (Board Policy, Teacher and Counselor Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with Ohio Revised Code Chapter 4117.

## 5. Schedule for Evaluation

All teachers shall receive one formal written evaluation each school year except as follows:

Teachers who received a final summative educator effectiveness rating of "Accomplished" or "Skilled" on their most recent evaluation.

Teachers who receive a final summative educator effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated every three years as long as the teacher's student academic growth measure the most recent school year which data is available is average or higher.

Teachers who receive a final summative educator effectiveness rating of "Skilled" on their most recent evaluation may be evaluated every two years as long as the teacher's student academic growth measured for the most recent school year for which date is available is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled", the credentialed evaluator shall conduct a minimum of a walk through and hold one post conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.

A teacher who is on leave for 50% or more of the school year will not be evaluated.

A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.

Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or nonrenewal, or in which the teacher shall become eligible for a continuing contract.

The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.

6. Only personnel on administrative contracts with proper certification and credentialing from the Ohio Department of Education shall evaluate bargaining unit members. However, those credentialed evaluators serving in a dual administrator/teaching role shall be permitted to conduct only walkthroughs on bargaining unit members.


IN WITNESS WHEREOF, the duly authorized representatives of the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **FINNEYTOWN EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

**FINNEYTOWN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Date: 5/16/2022

  
\_\_\_\_\_  
Board President

Date: 5.19.22

  
\_\_\_\_\_  
Superintendent

**FINNEYTOWN EDUCATION ASSOCIATION**

Date: 5-19-22

  
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FEA President