

## **APPENDIX K**

### **MEMORANDUM OF UNDERSTANDING REGARDING SCHOOL COUNSELOR EVALUATIONS**

Whereas, the Board and the Association are parties to a collective bargaining agreement that remains in effect until June 30, 2020;

Whereas, Revised Code 3319.113 mandated that the Board adopt a standards based school counselor evaluation system ("OSCES") policy by September 30, 2016 and further that it implement that policy starting in the 2016-2017 school year;

Whereas, the Board has adopted Policy 3223 in accordance with the law; and

Whereas, the Board and Association desire to enter into this memorandum of understanding to address implementation of the OSCES evaluation policy for the 2016-2017 through 2019-2020 school years.

Now, therefore, the Board and the Association agree to modify the terms of the current Agreement to the extent required by law, and to memorialize the results of the collaboration between the Board and Association with regard to the Ohio School Counselor Evaluation System (OSCES) policy implementation. All other provisions of the current Agreement remain in full force and effect.

#### **1. School Counselor Definition**

- A. For the purposes of this Memorandum in accordance with board policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. §3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.
- B. Professional employees who do not fit this definition will continue to be evaluated under the terms of the current Agreement and/or in accordance with applicable Board policies.

## **2. Purpose of OSCES Evaluations**

- A. Evaluation in the Hamilton City School District is designed to promote improvement in school counselor performance and provide input for employment decisions.**
- B. School counselors have the opportunity to use initiative and leadership in defining specific goals and working cooperatively with evaluators in accomplishing them.**
- C. Goals of the evaluation process are intended to promote or provide:**
  - (1) Improved communication between administrators and staff**
  - (2) School and District goals**
  - (3) Better understanding of the scope of duties and responsibilities**
  - (4) Early provision of assistance for specific needs**
  - (5) Long and short-term goals toward which effort can be made to bring about improvement**
  - (6) Relationship of specific goals to day-to-day performance**
  - (7) Opportunity to assess periodically performance in terms of expectations**
  - (8) A written record of professional performance**

## **3. Evaluators**

- A. Principals and other administrative personnel employed by Hamilton City Schools who are certified and credentialed to conduct evaluations of school counselors have the duty and responsibility to conduct evaluations of the performance of school counselors in the District. Each counselor to be evaluated shall be assigned a primary evaluator and a secondary evaluator who shall be the building principal, assistant principal, supervisor or other District designee. The evaluators shall be responsible for observations, conferences, and the final written evaluation.**

- B. All monitoring and observation of the performance of the counselor in connection with such evaluation shall be conducted openly and with full knowledge of the school counselor. However, this provision shall not limit an evaluator's ability to conduct unannounced observations and walk through observations. Observations and walk through observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

4. Evaluation Schedule

Counselors shall be evaluated annually with the exception of the following:

- A. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated. This exception will not apply to a counselor in his/her first two years of employment with the District or a counselor in the last year of a contract.
- B. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be formally evaluated every two year's, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated. This exception will not apply to a counselor in his/her first two years of employment with the District or a counselor in the last year of a contract.

**C. Retiring Counselor**

A teacher who has submitted a notice of retirement by November 1<sup>st</sup> will not be evaluated as long as the Board of Education has accepted the retirement by December 1<sup>st</sup>.

**D. Counsleors on extended leave**

A teacher who is on leave from the district for fifty percent (50%) or more of the school year will not be evaluated in that year.

**5. Observation/Evaluation Instruments**

- A. Post-observation rating rubrics for each observation will be provided to the counselor. These observation rating rubrics shall include the following information: name of the evaluator and counselor, date, and building assignment.
- B. State-adopted OSCES forms will be used in the evaluation process. The informal observation form will be used for documenting informal observations. Counselors will be provided all evaluation reports within five (5) working days of the evaluation post-conference and shall have the opportunity to respond.
- C. The evaluator will place in the "observation notes" section of the Observation Summary rubrics whether or not the counselor's contract is in jeopardy. If the counselor's contract is in jeopardy, an improvement plan will be created by the evaluator in consultation with the counselor. The Counselor shall have input in the improvement plan.

**6. Evaluation Process**

- A. Counselors as defined above will be evaluated using the Ohio School Counselor Evaluation System as adopted by the State Board of Education (OSCES). Each counselor will receive a final summative rating of "ineffective", "developing", "skilled", or "accomplished". The final summative rating will be based upon the counselor's proficiency on each of the six standards of the counseling profession as measured by the OSCES rubric as well as performance on the student metric. The District will provide opportunities for counselors new to the Hamilton City School District to receive training and orientation on

the evaluation system before implementation for those counselors.

- B. Counselors will participate in a group or individual goal setting meeting no later than October 15<sup>th</sup> each year. The District will utilize counselor performance and improvement plans in accordance with board policy and the State framework.
- C. A minimum of two (2) formal observations consisting of at least thirty (30) consecutive minutes will be conducted. A pre-observation conference is required for the first observation. Only one formal observation provided for in this process is required to be announced by the evaluator. School counselors may receive three (3) formal observations if the administration determines that a third observation will be beneficial.
- D. A post-observation conference is required for all formal observations. The post-observation conference should be held as quickly as possible following the formal observation, but no later than ten (10) working days following the observation. The post-observation conference must be held prior to the next observation. Within five (5) working days of an unannounced observation, the evaluator and/or school counselor may submit or request clarifying information on the observation.
- E. For counselors receiving two observations, at least the first post observation conference will be completed by the day before winter break. The second post observation conference will be completed by April 30. The final summative evaluation will be provided to the counselor by May 10.
- F. For counselors receiving three (3) observations, at least the first post-observation conference will be completed by November 30. The second post-observation conference will be completed by February 28, and the third post-observation conference will be completed by April 30. The final summative evaluation conference will be completed by May 10. If a counselor is being recommended for non-renewal, the final summative evaluation conference will be held on or before May 1.

- G. Walkthroughs are part of the evaluation process. Evidence gathered from the informal observation shall be shared with the school counselor no later than five (5) work days after the observation. It is understood that not every standard will be observed during every informal observation. Counselors have a right to file a response to a informal observation electronically and such response will be made part of the evaluation record.**
  - H. The evaluator and counselor will select student metrics at the beginning of the year that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Data from these approved metrics will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.**
  - I. Counselors who are recommended for non-renewal will have been provided an improvement plan in advance. The counselor will have the opportunity to provide input into development of the plan.**
  - J. Timelines contained within this procedure may only be changed by mutual written agreement of the Board and the Association.**
  - K. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article/MOU. Any alteration to the Memorandum of Understanding shall require approval/ratification from the board and the association membership. Upon approval/ratification, the parties shall enter into a written amendment to the memorandum.**
  - L. For the purpose of any reduction in force, all counselors rated "developing", "skilled", or "accomplished" shall be considered "comparable" for the duration of this Memorandum of Understanding.**
- 7. This Memorandum is effective upon ratification by the Board and the Association. The terms of this Memorandum will expire on June 30, 2020.**

HAMILTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

Date: 3/3/17

By:   
Board President

HAMILTON CLASSROOM TEACHERS  
ASSOCIATION

Date: 3/3/17

By:   
Association President