

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING TEACHER EVALUATION**

Whereas, the Board and the Association are parties to a collective bargaining agreement that remains in effect until June 30, 2016.

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 required collaboration on Board policy. All other provisions of the current Agreement remain in full force and effect.

The following applies to teachers only. For the purposes of this section, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Professional employees who do not fit this definition will continue to be evaluated under the terms of the current Agreement. In addition, teachers assigned to the Juvenile Rehabilitation Center will be evaluated using the OTES model, except that student growth measures will not apply to these teachers.

1. Purpose of Evaluation

- A. Evaluation in the Hamilton City School District is designed to promote improvement in instructional performance and provide input for employment decisions.
- B. Teachers 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

## 2. Evaluators

- A. Principals and other administrative personnel employed by Hamilton City Schools who are certified and credentialed to conduct evaluations of teachers have the duty and responsibility to conduct evaluations of the performance of teachers. Each teacher to be evaluated shall be assigned a primary evaluator and secondary evaluator who shall be the building principal, assistant principal, supervisor or district designee. A teacher who is assigned to more than one building shall have one primary and secondary evaluator who shall be responsible for observations, conferences, and the final evaluation.
- B. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher. However, this provision shall not limit an evaluator's ability to conduct unannounced observations and walkthroughs.

## 3. Evaluation Schedule

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

- A. A teacher who receives a final summative rating of "accomplished" on his/her most recent evaluations, may at the discretion of the Superintendent/designee be formally evaluated every three years as long as the teacher receives a student growth measure of "average" or higher in the most recent school year. Teachers who qualify for this exception will receive one off cycle observation and a post-conference with a credentialed evaluator in any year that he/she is exempted from the formal evaluation process. The teacher will also continue to receive a student growth measure every year. This exception will not apply to a new teacher who has not yet completed the first two years of the resident educator program.
- B. A teacher who receives a final summative rating of "skilled" on his/her most recent evaluations may at the discretion of the Superintendent/designee be formally evaluated every two years as long as the teacher receives a student growth measure of "average" or higher in the most recent school year. Teachers who qualify for this exception will receive one off cycle observation and a post-conference with a credentialed evaluator in any year that he/she is exempted from the formal evaluation process. The teacher will also continue to receive a student growth measure every year. This exception will not apply to a new teacher who has not yet completed the first two years of the resident educator program.

1. Eligibility of exemption will be staggered based on seniority as of the date of hire provided those teachers continue to meet the criteria for the exemption as included in this MOU and in Board Policy 3220. In the event that adjustments must be made to balance the evaluation list, least senior teachers may lose the opportunity for exemption. Teachers who lose the exemption due to the staggering of the building evaluation list, and who continue to receive a "skilled" rating, and meet the criteria for the exemption as included in this MOU and in Board Policy 3220, will receive the exemption the following year.

C. Retiring teachers

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. Teachers 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.

E. Resident Educator

Resident Educators will be evaluated as follows:

- Year 1: on cycle
- Year 2: on cycle
- Year 3: off cycle if "accomplished" in year 2 or "skilled" with an "average" or above student growth measure
  - Year 3 Resident Educators new to the district will receive an "on cycle" evaluation.
- Year 4:
  - Year 4 Resident Educators who were on cycle in year 3 and receive a summative rating of "accomplished" or "skilled" with an "average" or above student growth measure in year 3 will be off cycle in year 4.
  - Year 4 Resident Educators new to the district will receive an "on cycle" evaluation.

4. Observation/Evaluation Instruments

- A. Post-observation observation rating rubrics for each classroom observation will be provided to the teacher. These observation rating rubrics shall include the following information: Name of the evaluator and teacher, date; and grade or assignment.
- B. OTES forms will be used in the evaluation process. The informal observation general form (walkthrough form) will be used for documenting walkthroughs. Teachers 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 teacher’s contract is in jeopardy. If the teacher’s contract is in jeopardy, an improvement plan will be created. The teacher shall have input into the improvement plan.

## 5. Evaluation Process

- A. Teachers as defined above will be evaluated using the Ohio Teacher Evaluation System (OTES). Each teacher will receive a final summative rating of “ineffective”, “developing”, “skilled”, or “accomplished.” The statutorily required percentage of the final summative rating will be based upon the teacher’s proficiency on the standards of the teaching profession as measured by the OTES rubric known herein as the performance side of the evaluation. The minimum statutorily permissible percentage of the final summative rating will be based on student growth measures known herein as the student growth side of the evaluation. The district will provide opportunities for teachers new to the Hamilton City School District to receive training and orientation on the evaluation system before implementation for those teachers.
- B. Teachers will participate in a group or individual goal setting meeting no later than October 15 each year. In preparation for the goal setting meeting, the teacher will complete the self-assessment form. This form is not required to be turned in or shared with the evaluator. The district will utilize teacher performance and improvement plans in accordance with board policy and the State framework.
- C. A minimum of two (2) formal classroom observations consisting of at least thirty (30) consecutive minutes will result in two (2) post-conferences and a final summative rating. A pre-observation conference is required for the first classroom observation. Only one formal observation provided for in this process is required to be announced by the administrator. Three (3) formal observations are required for any teacher who is under consideration for non-renewal of his or her contract or termination of his or her contract if the termination is based solely on Evaluation results. Other teachers 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 5 working days of the unannounced observation, the evaluator and/or teacher may submit or request clarifying information on the observation.

- E. For teachers 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 teacher by May 10.
- F. For teachers 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 teacher 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. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment. Evidence gathered from the walkthrough shall be shared with the teacher no later than five (5) workdays after the walkthrough. It is understood that not every standard will be observed on every walkthrough. Teachers have a right to file a response to a walkthrough electronically and such response will be made part of the evaluation record.
- H. Informal classroom visits may occur at any time. Informal classroom visits do not require a report and/or a scheduled post-conference.
- I. Teachers who are recommended for non-renewal will have been provided an improvement plan. The teacher shall have input into the plan.
- J. Timelines contained within this procedure may only be changed by mutual written agreement of the Board and the Association.
- K. No decision relating to non-renewal or termination of a teacher's contract will be based on the student growth portion of the evaluation until a minimum of three years of Hamilton City School District data has accumulated. The three years of data accumulation begins with the 2013-2014 school year. A process for correcting errors in student growth measures will be developed by the District Student Growth Measures (SGM) committee, and will include a provision for uncorrectable student growth data to be excluded from any consideration in employment related decisions.
- L. The value-added progress dimension rating that is based on the results of the assessments prescribed under sections 3301.0710 and 3301.0712 of the Revised Code and that is used to assess student academic growth for purposes of teacher evaluations under sections 3311.80, 3319.111, and 3319.112 of the Revised Code will continue to be used to generate the student growth measure score for A1 and A2 teachers during the duration of this MOU. Use of the data to make

major employment decisions will be in accordance with this Agreement as discussed in Section 5(K).

- M. Student Learning Objectives (SLOs) shall be created as student growth measures for all teachers in accordance with the guidelines issued by the Ohio Department of Education. SLO committees will be established in each building, as well as a district SLO committee for fine arts. These committees will have the authority to make decisions regarding the implementation of SLOs, including resolving any disputes arising from the contents and/or setting of growth targets of a SLO. The committees shall be comprised of a majority of teachers (3 to 5) appointed by the Association, and approved by the building principal, representing a variety of subjects and grade levels as appropriate. The committee must include at least one teacher being assessed through value added data provided the building includes value added teaching positions. All persons serving on the committee must have completed District required training. The committees will consult with affected teachers in the course of their work. The committees will meet either on release time or time paid at the contractual hourly rate.

The SLO deadline for the 2015-16 school year will be as follows:

1. Staff members who elect to develop an individual SLO must submit their intent, via email, to the building principal, by the end of the school day on December 15, 2015.
2. Individual SLO's must be submitted to the building committee for consideration no later than January 15, 2016.
3. Individual SLO's must be approved by the building committee no later than February 5th, 2016.

The following options will exist for teaching staff:

**OPTIONS FOR STAFF MEMBERS WITHOUT A VENDOR SGM (STUDENT GROWTH MEASURE)**

1. Staff members can select the District-Wide SLO and implement it as written. This would account for 50% of their evaluation.
2. Staff members can create an individual SLO, utilizing the above outlined building committee process for approval. Teachers who teach semester classes may choose to use first semester student data, second semester student data, or both semesters of student data. The individual SLO would account for 50% of the teacher's evaluation.

**OPTIONS FOR STAFF MEMBERS WITH VENDOR ASSESSMENTS AS A PART OF THE SGM (STUDENT GROWTH MEASURE)**

3. Staff members that have one vendor assessment can choose to select either the District-Wide SLO or an individual SLO as their second student growth measure. Staff members that select to

implement the District-Wide SLO or an individual SLO and have a vendor assessment will have 10% of the vendor assessment accounted for in their evaluation and 40% of the District-Wide SLO or an individual SLO accounted for in their evaluation.

Title I, ESL (grades 1-9) and special education staff who serve students that are alternately assessed will be provided the following options:

- a. Use the selected vendor assessment as 50% of their student growth measure
- b. Use the selected vendor assessment as 10% of their student growth measure and either choose to select the District-Wide SLO or create an individual SLO, utilizing the above outlined building committee process for approval that will account for 40% of his/her evaluation.

The SLO deadline for the 2015-16 school year for an individual SLO to be submitted to the building committee is January 15, 2016. The individual SLO must be approved by the building committee no later than February 5th, 2016.

Staff members that have two or more vendor assessments can select from the following:

- a. Each vendor assessment, equally divided, to account for the staff member's total student growth measure. (i.e. a staff member with two vendor assessments would have each account for 25% of the SGM).
- b. The staff member can elect to select the District-Wide SLO or individual SLO in addition to the two vendor assessments.

If selecting this option, each vendor assessment would account for 10% of the total his/her evaluation and the SLO would account for the remaining distribution.

- N. 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.
- O. For the purpose of any reduction in force, all teachers shall be considered "comparable" for the duration of this Memorandum of Understanding.

This Memorandum is effective upon ratification by the Board and the Association. The terms of this Memorandum will expire on June 30, 2016.

**HAMILTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

Date: 3/8/16

By:   
Board President

**HAMILTON CLASSROOM TEACHERS'  
ASSOCIATION**

Date: 3/8/16

By:   
President