

ARTICLE X EVALUATION

- A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statutes and State Board Rule regarding the evaluation of the performance of instructional personnel. These mandates include Section 1012.34(1)(a), Fla. Stat. which provides that:

[T]he district school superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all instructional, administrative, and supervisory personnel employed by the school district. The procedures established by the district school superintendent set the standards of service to be offered to the public within the meaning of s. 447.209 and are not subject to collective bargaining.

Nothing herein waives the position of either party regarding the interpretation, applicability, or constitutionality of Section 1012.34(1)(a), Fla. Stat., and/or of the ability of the Superintendent to make changes to the current Instructional Personnel Evaluation System without bargaining. Should the Association prevail in an action relating to Section 1012.34(1)(a), Fla. Stat., the parties agree to automatically reopen this article for further negotiations pursuant to Chapter 447, Fl. Stat.

- B. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) for the current Instructional Personnel Evaluation System and the online resources related to the Evaluation System is available online through the following link:
<https://ocpsfl.sharepoint.com/sites/EvaluationSystemsOCPS> .

- 1. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations and evaluations and Deliberate Practice. The manual shall be incorporated into and made part of this contract.**

- C. Changes to the current Instructional Personnel Evaluation System shall be subject to the following:

1. Any changes will be presented to the Association prior to being submitted for approval to the Florida Department of Education and prior to being implemented.

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2. The changes will not be implemented unless approved by the Florida Department of Education (“FDOE”).
3. During preplanning, each teacher shall be provided with the link to an online copy of the revised Instructional Personnel Evaluation System Procedures Manual (Evaluation 65 Manual) incorporating the FDOE-approved changes.
4. The District will only implement approved changes to the Instructional Personnel Evaluation System at the beginning of the contract year.

D. Appeals

1. ~~An employee may elect to appeal a concern regarding the application of the procedures contained within the Evaluation Manual to the supervising administrator. If the issue is unresolved, the~~ Employees may elect to appeal any ~~unresolved~~ procedural issue(s) through either the Appeals Committee or the grievance/arbitration procedure – but not both. Instructional Practice appeals shall be submitted by an instructional employee by June 15, Student Learning Growth appeals shall be submitted by an instructional employee within thirty (30) duty days of receiving the Student Learning Growth score.

The parties agree that alleged violations of provisions contained within the Evaluation Manual are subject to the grievance and arbitration process.

2. If it has been determined that there was a procedural error in an instructional employee’s status score, then the following formula shall be used to report the revised score:
 - If the Status Score is between 1.0 and 2.9, and there is a procedural error, the Status Score shall be a 3.0 Effective
 - If the Status Score is 3.0 or higher, and there is a procedural error, the Status Score shall be a 3.3 Highly Effective
 - If it has been determined that there was a procedural error in an instructional employee’s Deliberate Practice Score, then the revised score shall be .3 Applying and shall be added to the Status Score.

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3. If it has been determined that there was a procedural error in an instructional employee's Student Learning Growth Score the following formula shall be used to report the revised score:
 - If the Student Learning Growth Score is a 1.49 or a 2.39, and there is a procedural error, the Student Learning Growth Score shall be a 3.29 Effective
 - If the Student Learning Growth Score is a 3.29, and there is a procedural error, the Student Learning Growth Score shall be a 4.0 Highly Effective.
 4. In the event the Appeals Committee decision results in a tie, the parties agree that the CTA President or designee and the Senior Executive Director of Human Resources or designee will meet to investigate, review and, if necessary, conduct a discussion with all parties involved, with the intent to resolve the appeal. This will occur no later than thirty (30) days from the notification of the Appeals Committee decision. Decisions of the CTA President and Senior Executive Director will be final and binding for all parties.
 5. In the event the CTA President and Senior Executive Director of Human Resources are unable to resolve the matter, the appeal may be filed directly to Step 3 as defined in Article III, Grievance Procedures, including mediation and arbitration, if necessary.
- E. The Classroom Teachers Association Evaluation Committee members, the CTA President, and OCCTA staff members shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development delivered by a member of the designated department staff.
- F. Evaluations shall be based on a combination of the Instructional Practice Score (observable) and Student Growth to create a Summative Rating (final outcome).**
1. **The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required, but may opt to complete Deliberate Practice.**

2. The District shall provide professional development for all aspects of the evaluation process. The professional development shall include videos on how elements are rated, similar to the trained observer training.
3. Evaluation Due dates: When the actual day of the due dates listed within this article falls on a weekend or non-duty day, the due date shall be the next scheduled duty day.
4. An employee shall have the right to Association representation at any meeting with an administrator or other District representative concerning evaluation issues, concerns, deficiencies, ratings, or recommendations, as such matters are used in decisions regarding compensation, reappointment, continued employment, and eligibility for rehire for the following school year.
5. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget allocations at the school.

G. A teacher shall be placed in one of the following categories.

1. Category I: Teachers who are in their first, second or third year of teaching and are new to the profession.
2. Category 2A: Teachers who are in at least their fourth year of teaching.
3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.
 - a. If the teacher meets one of the requirements for Category 2B, the teacher may request that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth

- (20) student contact day if the teacher meets one of the requirements of this category.**
- b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.**
 - c. Teachers who have an Instructional Practice score of 1.5 to 2.3 shall be placed in Category 2B for the subsequent school year.**
- 4. Category 3: Teachers who have been determined to be less than Effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's Student Growth model. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.**
- a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.**
 - b. The number of required observations for a Professional Improvement Plan (PIP) is three (3) Formal observations and seven (7) Informal observations.**
 - c. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to his/her original category.**
 - d. Informal observations of teachers on a PIP may begin after the first fifteen (15) duty days.**
 - e. The time lines for completing or responding to a PIP may be extended by mutual agreement.**
 - f. The required observations for a PIP may extend past the May 1 evaluation deadline.**

5. **Teachers who taught eighty (80) student days or less between the first student day and May 1 will be assigned Category 4. Teachers in this category shall not be required to complete the Deliberate Practice.**

H. **Instructional Practice Score**

1. **General Provisions:**

- a. **The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score.**
- b. **The Instructional Practice Score of a teacher's performance is the responsibility of the administrator and shall be finalized by May 1 of each year.**
- c. **There shall be two types of evaluative observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least fifteen (15) duty days before any formal or informal observation is conducted.**
- d. **Observations may be conducted but shall not be counted on the student contact days immediately before and after Thanksgiving Break, Winter Break, and Spring Break. These observations may be counted toward evaluation with mutual written agreement.**
- e. **Any Informal or Formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.**
- f. **Category 2A teachers shall have at least one observation (Formal or Informal) documented by November 15 and a second observation (Formal or Informal) documented by March 1.**

- g. A list of trained teacher observers shall be made available online. The Association will be provided with the list of trained observers when it is updated.
- h. Observations made after May 1 to the end of the school year shall be documented but not used to calculate the Instructional Practice Score.
- i. If more than one observer is conducting an observation of a teacher, there must be mutual agreement as to whether that observation is to count towards a teacher's Status Score.
- j. Observers should provide timely and focused feedback to teachers regarding these observations.
- k. For rating(s) lower than Applying, administrators must provide comments to describe such ratings. Teachers have the right to request a conference and have representation to discuss these rating(s).
 - i. Comments shall have the context of what was observed, the standard, and the adjustment, strategies, or specific actions that teachers can take to improve.
- l. A new Domain 1 observation cannot be performed and scored until feedback has been posted for the prior Domain 1 observation, unless the parties agree otherwise.
- m. Timelines might be extended by mutual agreement.
- n. If due to procedural violations, the teacher fails to receive the minimum number of observations for their Instructional Practice Score report by the May 1st deadline, then their Instructional Practice score rating shall be reported as a minimum of "Effective."

2. Non-Evaluative Coaching Observation

- a. Non-evaluative coaching observations are unscheduled observations which will only be available for viewing to the teacher and the teacher's assessing administrator.

- b. Coaching observations are not a part of the evaluation scoring process and will not be used to calculate the Instructional Practice score.
- c. A coaching observation shall be conducted prior to the first observation (formal or informal) and shall serve as the Practice Observation. The purpose of a coaching observation is to look for evidence of implementation of professional development, provide actionable feedback while identifying predominant practices for effective instruction.
- d. There shall be no maximum number of coaching observations throughout the school year.
- e. Coaching observations must be completed on the coaching form(s) specific to the design question(s) and annual evaluation report per category.
- f. The required coaching observation may be converted to an informal observation only by mutual written agreement of the teacher and the assessing administrator.

3. Informal Observations

- a. An informal observation may or may not be scheduled.
- b. The evaluating administrator shall indicate to the teacher when s/he is performing an Informal observation prior to beginning the observation.
- c. The number of Informal observations required for each category is:

<u>Category</u>	<u>Number of Informal Observations</u>
<u>1 and 2B</u>	<u>Two observations: one in the first semester and one in the second semester.</u>
<u>1 and 2B - Temporary Contract</u>	<u>Two observations: one in the first semester and one in the second</u>

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semester.

2A

Only one observation is required.

- d. **An additional Informal observation may be conducted each semester upon mutual agreement between the teacher and the evaluating administrator. The teacher must request the additional Informal observation for the first semester by December 1 and for the second semester by April 1.**
- e. **Teachers may request an additional informal observation to be completed by another trained administrator. This additional observation shall be calculated in the Instructional Practice Score.**
- f. **If a teacher exceeds the required number of Informal observations, the lowest observation shall be dropped.**
- g. **Audiovisual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for Informal observations shall be permitted upon a signed mutual agreement.**
- h. **An Informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.**
- i. **The minimum time for an Informal Observation is ten (10) minutes.**

4. Formal Observations

- a. **The number of Formal observations required for each category is:**

Category

Number of Formal Observations

1 and 2B

Two observations: one in the first semester and one in the second semester.

1 and 2B - Temporary

Only one observation is required.

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Contract

2A

Only one observation is required.

- b. **Each teacher shall be advised as to who will observe him/her prior to any Formal observation. Formal observations shall be completed by administrators only and shall be scheduled by mutual agreement. Each Formal observation shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator. The planning conference shall occur one to five duty days prior to the formal observation, and the reflection conference shall occur one to five days after the formal observation, except by written mutual agreement.**
- c. **The minimum time for a Domain 1 Formal Observation is thirty (30) minutes and shall not exceed one class period, unless mutually agreed upon.**
- d. **A teacher shall receive a change in the date or time of a Formal observation upon request.**
- e. **If a Formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The Formal observation shall be rescheduled at a mutually agreeable time.**
- f. **In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the Formal observation may be extended. This shall not extend the time for notice of non-reappointment.**

5. Domain 4

- a. **All Category 2A teachers will receive one evaluative observation for Domain 4.**

- b. Teachers in Category 2B and Category 1 (including Temporary Contract, if applicable) will receive two evaluative observations for Domain 4.
- c. The evaluative observation for the second semester shall be completed no later than April 15.
- d. Domain 4 shall not be used for one-off situations. Teachers might use activities outside of the duty day as evidence. Educators not participating in activities outside of their duty day should not be used to provide low ratings.

6. Deliberate Practice

- a. The highest rating for the targeted Deliberate Practice element from any Domain 1 observation will be used to determine the overall Deliberate Practice score.
- b. Teachers on temporary contract are not required, but may opt to complete Deliberate Practice.
- c. The teacher shall select the element within the first forty-five (45) duty days. No additional steps or actions will be required.
- d. Administrators shall provide coverage for teachers who may choose to observe fellow teachers.
- e. The selected element may be scored more than once by an evaluating administrator during an Informal or Formal observation, however, only the highest rating shall be counted as the overall Deliberate Practice score.
- f. Teachers shall be able to request one additional observation to score their selected Deliberate Practice element. No other elements are to be scored. Teachers must request this additional Deliberate Practice observation by April 1.
- g. The following scoring method shall be used to determine the Deliberate Practice Score:

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<u>Innovating</u>	+	<u>0.4</u>
<u>Applying</u>	+	<u>0.3</u>
<u>Developing</u>	+	<u>0.2</u>
<u>Beginning</u>	+	<u>0.1</u>
<u>Noy Using</u>	+	<u>0.0</u>

I. Student Learning Growth

- 1. The student learning growth portion of the evaluation will be one-third of the final summative evaluation for all instructional employees. The instructional practices portion of the evaluation to include the deliberate practice element will constitute the other two-thirds of the final summative evaluation.**

- 2. All instructional personnel will receive student learning growth scores through local student learning growth models. For these student learning growth scores, standard errors will be used along with the value-added score to ensure a higher degree of confidence in assigning rating categories. This method will be used for each assessment to determine course, school, district or any other growth scores. The rating categories will be collaboratively agreed upon and are set as follows:**
 - a. Highly Effective: A highly effective rating is demonstrated by a value-added score of greater than zero (0), where all of the scores contained within the associated 99- percent confidence interval also lie above zero (0).**

 - b. Effective: An effective rating is demonstrated by a value-added score of zero (0); or a value-added score of greater than zero (0), where some portion of the range of scores associated with a 99-percent confidence interval lies at or below zero (0); or a value-added score of less than zero (0), where some portion of the range of scores associated with both the 95-percent and the 99-percent confidence interval lies at or above zero (0).**

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- c. Needs Improvement or Developing if the teacher has been teaching for fewer than three (3) years: A needs improvement or developing rating is demonstrated by a value-added score that is less than zero (0), where the entire 95-percent confidence interval falls below zero (0), but where a portion of the 99-percent confidence interval lies above zero (0).
 - d. Unsatisfactory: An unsatisfactory rating is demonstrated by a value-added score of less than zero (0), where all of the scores contained within the 99-percent confidence interval also lie below zero (0).
- 3. When a particular assessment does not meet requirements for the calculation of a local student learning growth score, the results for the assessment shall be combined into the overall student learning growth score as “Effective.” Multiple pieces of student learning growth will be weighted based on the number of students included.
 - 4. Teachers shall be provided a signed copy of their Survey 2 and 3 class roster within ten (10) duty days of signing.
 - 5. Each teacher shall be notified by email regarding which assessment(s) will be used to measure their student data portion of their Summative Evaluation prior to the end of pre-planning each school year. Cut scores will be bargained for teacher evaluations.

J. Evaluation Rating Ranges

- 1. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows.

<u>Highly Effective</u>	<u>3.3 to 4.0</u>
<u>Effective</u>	<u>2.4 to 3.2</u>
<u>Needs Improvement / Developing</u>	<u>1.5 to 2.3</u>
<u>Unsatisfactory</u>	<u>1.0 to 1.4</u>

- a. **If the Status Score and the Deliberate Practice score exceeds a 4.0 rating, the teacher shall receive full value.**
2. **Student Learning Growth Score - The four evaluation ratings are specified as follows:**

<u>Highly Effective</u>	<u>4.0</u>
<u>Effective</u>	<u>3.29</u>
<u>Needs Improvement / Developing</u>	<u>2.39</u>
<u>Unsatisfactory</u>	<u>1.49</u>

K. Summative Evaluation Rating

1. **If the Student Growth Score causes the Summative Evaluation rating to drop below the Instructional Practice rating or the Summative Evaluation rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing and publishing the Summative Evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. The report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation.**
2. **In unusual circumstances such as the extended illness of a teacher, a copy of the Summative Evaluation report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.**
3. **A PSC/CC teacher receiving a Summative Evaluation rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.**
4. **Other than procedural error the evaluation process or non-renewal of a teacher for competency shall not be subject to the grievance or arbitration process.**