

**ARTICLE XIII
EMPLOYEE EVALUATION**

13.01 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration and that the evaluation process is designed to improve the quality of service performed by the employees and is not designed to be used as a punitive measure. The parties further recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-employed and experienced personnel. The parties agree that the following guidelines should be used to accomplish these goals with employees. The following contract language will be subject to re-openers and review each year from its full implementation upon request by ~~wither~~ **either** party.

A. In compliance with the mandates of Florida Statute regarding evaluation of instructional personnel performance, evaluations shall be based on a combination of the ~~overall-status score (observable) and the value added (student achievement)~~ **Instructional Practice Score, Professional Responsibilities score and the Student Performance Measure** to create a summative score. ~~Student Performance Measures may not be tied to high stakes testing as at employee's discretion.~~ Each ~~teacher-employee~~ will receive an overall rating of Highly Effective, Effective, Needs Improvement (referred to as Developing in the case of teachers in their first three (3) years of employment), or Unsatisfactory based upon his/her summative score.

Forms and procedures for evaluation shall be as set forth in the Leon Educator Assessment and Development System (LEADS) which shall be used for all observations and evaluations. LEADS shall be available on-line at the District Website.

B. General Rules

1. When an ~~teacher's-employee's~~ data source is other than state assessments for the specific students taught by the ~~teacher-employee~~ in the tested subject area, the ~~teacher's-employee's~~ score will be associated to the ~~teacher's-employee's~~ actual students' test results to their evaluation to the greatest extent possible.

C. A ~~teacher-employee~~ shall be placed in one of the five (5) basic Categories for the purpose of Evaluation based on the following:

1. Category 1 A: ~~Teachers-Employees~~ who are in their first (1st) year of ~~teachingservice~~.
2. Category I: ~~Teachers-Employees~~ who are in their second (2nd) or third (3rd) year of ~~teaching service~~ or new to the District.
3. Category II: ~~Teachers-Employees~~ who are in their fourth (4th) to ninth (9th) year of ~~teachingservice~~.

4. Category III: ~~Teachers~~Employees who are in at least their tenth (10th) year of ~~teaching~~service.

5. Category IV: ~~Teachers~~Employees who have been determined to be less than effective in the classroom either through observable behaviors that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's value added model. These ~~teachers~~employees are identified as "Instructional Practice Support" teachers in LEADS.

D. Observations of an ~~teacher's~~employees performance shall be made in accordance with the following procedural provisions:

1. During preplanning, or at commencement of employment, all employees will be provided a copy of or directions for obtaining access to a copy of the LEADS document posted on the LSC website which contains the evaluation criteria and the form(s) to be used. An explanation, ~~and~~discussion, ~~and~~review of the evaluation process shall accompany this distribution. All new hires to the District shall be provided training on the evaluation system ~~as part of the district's new employee orientation~~. through the required training (for all instructional personnel) completed at the beginning of each year or when employee is hired within the school year.

~~2.~~ There shall be two types of observations: ~~informal~~ walk-through 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 procedures as outlined in the LEADS manual.

~~2-3.~~ Failure of the District to follow the LEADS process with fidelity shall result in an instructional staff member being rated Highly Effective.

~~3-4.~~ The number and length of formal and informal walk-through observations shall be outlined determined by in Leon LEADS schedule of Observations. Formal classroom observations shall occur after the Pre-Observation Conference followed by the Classroom Observation after having identified the weeks within which the observation will take place. ~~Informal~~ walk-through observations shall be any other observation of an employee's performance during work or assigned duty hours. Where an administrator observes during an ~~informal~~ walk-through observation that the employee's performance needs to improve, the employee shall be notified of the observed behavior, instructed on how to improve, and documented using the LEADS platform and/or other LCS procedures.

~~4-5.~~ All observations of employees for the purpose of evaluation shall be conducted openly and with the full knowledge of the employee.

~~5.~~ Any observation resulting in a rating of Developing, Beginning, or Not Using shall result in specific written feedback from the observer on the observation system for the purpose of developing instructional practices. If feedback is provided that may result in an employee not being reappointed, instructional coaching and modeling shall be provided for the purposes of improving instructional practices.

~~6.~~ After the Formal observation ~~T~~The administrator and the employee shall schedule a ~~P~~ost ~~O~~bbservation ~~C~~onfERENCE to discuss the administrator's observations as soon as practicable ~~after the observation~~ and within ten (10) days if problems or difficulties are noted.

7. Pursuant to the requirements detailed in LEADS, the teacher-employee and administrator shall acknowledge the Instructional Practice score, which is all of the observations completed for the year, and the Professional Responsibilities score before the end of the year. ~~conduct a summary evaluation conference with each employee at least once a year.~~ This annual conference shall take place after the completion of all observations at any time during the school year other than during the post school planning period. The employee's electronic acknowledgement shall indicate only that the employee has read the evaluation and does not necessarily indicate agreement with the content. The employee's electronic acknowledgement shall indicate only that the employee has read the scores and does not necessarily indicate agreement with the content.
8. Pursuant to the requirements detailed in LEADS, at the conclusion of the evaluation process the administrator shall assign an overall performance score (summative score) in the LEADS platform. The employee's electronic acknowledgement shall indicate only that the employee has read the summary evaluation and does not necessarily indicate agreement with the content. The employee may access and download a summary evaluation which shall also be kept electronically.
9. ~~Summary~~ The Overall Final Evaluation Results shall determine an overall ~~teacher-employee~~ rating of ~~highly-Highly effective~~Effective, effective, ~~needs-Needs improvement~~Improvement (or ~~developing-Developing~~ within the first three (3) years of employment) or ~~unsatisfactory~~Unsatisfactory.
10. Pursuant to LEADS, the rating and feedback provided through observations should ~~may overall teacher ratings shall~~ be used to ~~inform employees~~select individual professional development and determine a Deliberate Practice Plan (DPP).
11. The parties acknowledge that LEADS, developed collaboratively by the District and LCTA and approved by the Leon County School Board, will be implemented each school year.
12. Unless required by Florida Statute modifications to LEADS shall not be made without majority approval by the Teacher Evaluation Review Committee (TERC). LCTA and the District tentatively agree to support the ratification of TERC LEADS modifications before the members of the LCTA bargaining Unit and the Leon County School Board.
- ~~12-13.~~ Employees shall provide input on Domain 4, Professional Responsibilities, by means of a TERC-approved survey no later than 15 working days prior to reappointment.
- ~~13-14.~~ The procedural provisions of LEADS are subject to the grievance procedure.

E. -The Teacher Evaluation Review Committee (TERC) shall participate in the annual formal review of LEADS to determine compliance of the District in implementing the teacher-employee evaluation process with fidelity. The review will focus on the aspects of the system that support improvements in instruction and student learning.

F. In the event that an employee-teacher is concerned that their evaluation his or her Instructional Practice score rating is was inaccurate, the teacher-employee will present their concern to the site administrator. If a resolution cannot be found, the parties agree that a five-member Evaluation Review Panel consisting of five TERC members two chosen by the LCTA and three

representing the District will review the ~~teacher's~~ employee's concern. Should the panel sustain the ~~teacher's~~ employee's concern, a third party observer will be assigned by the District to conduct the teacher's Instructional Practice observation(s).

G. Annual contract renewal decisions will be made no later than four (4) weeks prior to the end of the school year and after all required evaluations have been completed.

GH. Employees in the certified bargaining unit shall not evaluate other employees of the unit.

HJ. **Administering Testing:**

1. Employees shall not be required to administer standardized tests unless properly trained.
2. Training shall occur during the workday or else employees shall be compensated at their hourly rate of pay. Compensation for training outside the work-day shall also be paid for online training.
3. Leon County Schools will work in collaboration with LCTA to review how teachers are assigned coverage during standardized testing to minimize the loss of instructional time.
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4. Student contact time, planning and lunch shall be adhered to during testing days as outlined in the contract.

~~13.02 Annual Contracts. For all teachers not holding a Professional Service Contract (PSC) or a Continuing Contract (CC):~~

~~A. Beginning with the 2016-2017 school year, Category II Annual Contract teachers will have their contracts renewed for the subsequent school year provided adequate funding for staffing needs is available, certification is appropriate and the following criteria have been met in the current school year:~~

- ~~1. Received a score of Highly Effective on the Instructional Practice portion of the Leon LEADS teacher evaluation for the two (2) more recent consecutive years of creditable service;~~
- ~~2. Received an Effective or higher score on the Student Growth portion of the Leon LEADS teacher evaluation for the most recent year for which we have data;~~
- ~~3. Received no more than (4) ratings marked "Not Using" within the Instructional Practice portion of the Leon LEADS teacher evaluation.~~
- ~~4. Received no written disciplinary action for the current school year.~~

~~B. Annual contract renewal decisions will be made no later than four (4) weeks prior to the end of the school year.~~

~~C. Annual Contract teachers who are renewed under the language above are not guaranteed placement at their previous worksite as District staffing needs may vary.~~

~~D. Paragraphs #1 and #2 above are subject to Article XI Reduction in Personnel.~~